

STATE OF ALABAMA

BALDWIN COUNTY

TO THE SHERIFF OF THE STATE OF ALABAMA

You are hereby commanded to summon the City of Fairhope, a municipal corporation, ABC Corporation, whose name is otherwise unknown to the Plaintiff and whose correct name will be supplied by amendment when ascertained, and John Doe, whose names are otherwise unknown to the Plaintiff and whose correct names will be supplied by amendment when ascertained, 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 Kinoy Webb and Isabelle D. Webb.

WITNESS my hand this _____ day of _____, 1992.

Clerk

KINOY WEBB and ISABELLE D. WEBB,

Plaintiffs,

vs.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 83-238

THE CITY OF FAIRHOPE, a municipal corporation, and the ABC CORPORATION, whose name is otherwise unknown to the Plaintiff and whose correct name will be supplied by amendment when ascertained, and JOHN DOE, whose names are otherwise unknown to the Plaintiff and whose correct names will be supplied by amendment when ascertained,

Defendants.

COUNT 1

The Plaintiff claims of the Defendants the sum of FIVE THOUSAND DOLLARS (\$5,000.00) in damages for that heretofore the City of Fairhope, acting by and through ABC Corporation and John Doe and Richard Roe, its agents, servants or employees, who were then and there acting within the line and scope of their employment, so negligently installed a gas line or gas system near, along or across:

Lot number 3 of the Spanish Fort Estates, Second Addition, according to the plat thereof recorded in Map Book 5, pages 45-54,

the property of the Plaintiffs, as to cause or allow gas to leak and escape from said gas line. As a direct, proximate consequence and result of said negligence, many trees on the land of the Plaintiffs were caused to die. A large area of grass on the property of the Plaintiffs was caused to die. The Plaintiffs were caused to expend large sums of money to remove the dead trees and replace the grass. The property of the Plaintiffs became unsightly and depreciated in value all to the loss of the Plaintiffs in the aforesaid amount.

The Plaintiffs aver that they discovered the leak on to-wit: the 27th day of April, 1968.

COUNT II

The Plaintiffs claim of the Defendants the sum of FIVE THOUSAND DOLLARS (\$5,000.00) in damages for that the Defendants acting through its agents, servants or employees who were then and there acting within the line and scope of their employment negligently caused or allowed a defective gas line to remain on or near the property of the Plaintiffs which is

Lot number 3 of Spanish Fort Estates, Second Addition, according to the map thereof recorded in Map Book 5, pages 45-54,

and as a direct and proximate consequence and result of said negligence, many trees on the land of the Plaintiffs were caused to die. A large area of grass on the property of the Plaintiffs was caused to die. The Plaintiffs were caused to expend large sums of money to remove the dead trees and replace the grass. The property of the Plaintiffs became unsightly and depreciated in value all to the loss of the Plaintiff in the aforesaid amount.

The Plaintiffs aver that they discovered the leak on to-wit:
the 27th day of April, 1968.

WILTERS & BRANTLEY

BY: Robert M. Brantley
Attorney for Plaintiffs

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon The City of Fairhope, a municipal corporation, ABC Corporation, whose name is otherwise unknown to the Plaintiffs and whose correct name will be supplied by amendment when ascertained, and Richard Roe and John Doe, whose names are otherwise unknown to the Plaintiffs and whose correct names will be supplied by amendment when ascertained, 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 Elroy Webb and LaTrelle D. Webb.

WITNESS my hand this _____ day of _____, 1968.

Clerk

ELROY WEBB and LATRELLE D.)
WEBB,)

Plaintiffs,)

VS.)

THE CITY OF FAIRHOPE, a municipal corporation, and the)
ABC CORPORATION, whose name is)
otherwise unknown to the Plaintiffs and whose correct name will)
be supplied by amendment when)
ascertained, and RICHARD ROE)
and JOHN DOE, whose names are)
otherwise unknown to the Plaintiffs and whose correct names)
will be supplied by amendment)
when ascertained,)

Defendants.)

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

COUNT I

The Plaintiffs claim of the Defendants the sum of FIVE THOUSAND DOLLARS (\$5,000.00) in damages for that heretofore the City of Fairhope, acting by and through ABC Corporation and John Doe and Richard Roe, its agents, servants or employees, who were then and there acting within the line and scope of their employee, so negligently installed a gas line or gas system near, along or across:

Lot number 3 of the Spanish Fort Estates, Second Addition, according to the plat thereof recorded in Map Book 5, pages 45-54,

the property of the Plaintiffs, as to cause or allow gas to leak and escape from said gas line. As a direct, proximate consequence and result of said negligence, many trees on the land of the Plaintiffs were caused to die. A large area of grass on the property of the Plaintiffs was caused to die. The Plaintiffs were caused to expend large sums of money to remove the dead trees and replace the grass. The property of the Plaintiffs became unsightly and depreciated in value all to the loss of the Plaintiffs in the aforesaid amount.

The Plaintiffs aver that they discovered the leak on to-wit: the 27th day of April, 1968.

COUNT II

The Plaintiffs claim of the Defendants the sum of FIVE THOUSAND DOLLARS (\$5,000.00) in damages for that the Defendants acting through its agents, servants or employees who were then and there acting within the line and scope of their employment negligently caused or allowed a defective gas line to remain on or near the property of the Plaintiffs which is

Lot number 3 of Spanish Fort Estates, Second Addition, according to the map thereof recorded in Map Book 5, pages 45-54,

and as a direct and proximate consequence and result of said negligence, many trees on the land of the Plaintiffs were caused to die. A large area of grass on the property of the Plaintiffs was caused to die. The Plaintiffs were caused to expend large sums of money to remove the dead trees and replace the grass. The property of the Plaintiffs became unsightly and depreciated in value all to the loss of the Plaintiff in the aforesaid amount.

The Plaintiffs aver that they discovered the leak on to-wit:
the 27th day of April, 1968.

WILTERS & BRANTLEY

BY: 
Attorney for Plaintiffs

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon The City of Fairhope, a municipal corporation, ABC Corporation, whose name is otherwise unknown to the Plaintiffs and whose correct name will be supplied by amendment when ascertained, and Richard Roe and John Doe, whose names are otherwise unknown to the Plaintiffs and whose correct names will be supplied by amendment when ascertained, 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 Elroy Webb and Latrelle D. Webb.

WITNESS my hand this _____ day of _____, 1968.

Clerk

ELROY WEBB and LATRELLE D.)
WEBB,)

Plaintiffs,)

VS.)

THE CITY OF FAIRHOPE, a municipal corporation, and the)
ABC CORPORATION, whose name is)
otherwise unknown to the Plaintiffs and whose correct name will)
be supplied by amendment when)
ascertained, and RICHARD ROE)
and JOHN DOE, whose names are)
otherwise unknown to the Plaintiffs and whose correct names)
will be supplied by amendment)
when ascertained,)

Defendants.)

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

COUNT I

The Plaintiffs claim of the Defendants the sum of FIVE THOUSAND DOLLARS (\$5,000.00) in damages for that heretofore the City of Fairhope, acting by and through ABC Corporation and John Doe and Richard Roe, its agents, servants or employees, who were then and there acting within the line and scope of their employee, so negligently installed a gas line or gas system near, along or across:

Lot number 3 of the Spanish Fort Estates, Second Addition, according to the plat thereof recorded in Map Book 5, pages 45-54,

the property of the Plaintiffs, as to cause or allow gas to leak and escape from said gas line. As a direct, proximate consequence and result of said negligence, many trees on the land of the Plaintiffs were caused to die. A large area of grass on the property of the Plaintiffs was caused to die. The Plaintiffs were caused to expend large sums of money to remove the dead trees and replace the grass. The property of the Plaintiffs became unsightly and depreciated in value all to the loss of the Plaintiffs in the aforesaid amount.

The Plaintiffs aver that they discovered the leak on to-wit: the 27th day of April, 1968.

COUNT II

The Plaintiffs claim of the Defendants the sum of FIVE THOUSAND DOLLARS (\$5,000.00) in damages for that the Defendants acting through its agents, servants or employees who were then and there acting within the line and scope of their employment negligently caused or allowed a defective gas line to remain on or near the property of the Plaintiffs which is

Lot number 3 of Spanish Fort Estates, Second Addition, according to the map thereof recorded in Map Book 5, pages 45-54,

and as a direct and proximate consequence and result of said negligence, many trees on the land of the Plaintiffs were caused to die. A large area of grass on the property of the Plaintiffs was caused to die. The Plaintiffs were caused to expend large sums of money to remove the dead trees and replace the grass. The property of the Plaintiffs became unsightly and depreciated in value all to the loss of the Plaintiff in the aforesaid amount.

The Plaintiffs aver that they discovered the leak on to-wit:
the 27th day of April, 1968.

WILTERS & BRANTLEY

BY: _____

Attorney for Plaintiffs

ELROY WEBB and LATRELLE D. WEBB, ☐

Plaintiffs,
VS. ☐

THE CITY OF FAIRHOPE, a
Municipal Corporation,

Defendant. ☐

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 8353

DEMURRER TO AMENDED COMPLAINT

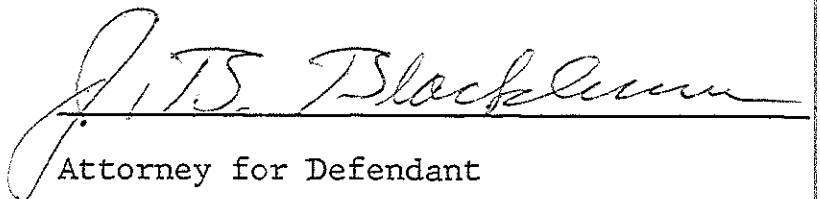
Now comes the defendant, by its attorney, and demurs to the complaint as last amended and to each and every count thereof, separately and severally, and as grounds of such demurrer assigns, separately and severally, the following:

1. It does not state a cause of action.
2. It is vague, indefinite and uncertain in that it does not allege when the gas line described in the amended complaint was installed.
3. It is vague, indefinite and uncertain in that it does not describe the correct or exact location of the alleged gas line.
4. No facts are alleged to show that the alleged injury done to or wrong suffered by the plaintiffs was done or suffered through the neglect, carelessness or unskillfulness of some agent, officer or employee of the municipality engaged in work therefor and while acting in the line of his duty.
5. No facts are alleged to show that the alleged injury or wrong of the plaintiffs was done or suffered through the neglect, carelessness or failure to remedy some defect in the streets, alleys or buildings of the said City after the same had been called to the attention of the defendant City Council, or after the same had existed for such unreasonable length of time as to raise a presumption of knowledge of such defect on the part of the Council of the said defendant.

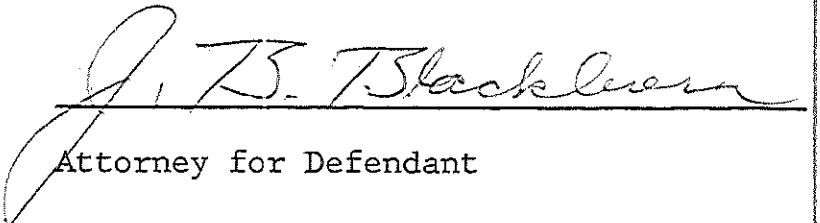
6. The allegations of the complaint as last amended are vague, indefinite and uncertain in that the complaint fails to allege when the alleged damage to the plaintiffs' property commenced.

7. No facts are alleged to show that the alleged claim of the plaintiffs was presented to the defendant within six months from the accrual thereof.

8. No facts are alleged to show that the alleged claim of the plaintiffs was presented to the defendant within six months from April 27, 1968, the alleged date on which the alleged damage to the plaintiffs' property was discovered, as required by Title 37, Section 476 of the Code of Alabama.


Attorney for Defendant

I hereby certify that I mailed a copy of the foregoing demurrer to Tolbert M. Brantley, Esquire, by first class mail, postage prepaid and properly addressed, on this the 10th day of November, 1969.


Attorney for Defendant

FILED

NOV 10 1969

ALICE J. DUCK CLERK
REGISTER

ELROY WEBB and LATRELLE D. WEBB,	Ø	
	Ø	
Plaintiffs,	Ø	IN THE CIRCUIT COURT OF
VS.	Ø	BALDWIN COUNTY, ALABAMA
	Ø	
THE CITY OF FAIRHOPE,	Ø	AT LAW
A MUNICIPAL CORPORATION, ET AL.,	Ø	NO. 8353
Defendants.	Ø	

ANSWERS TO INTERROGATORIES

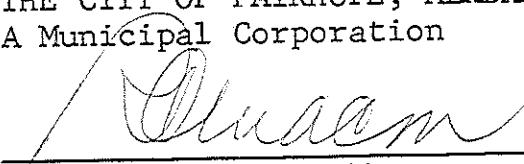
Now comes The City of Fairhope, Alabama, a municipal corporation, one of the defendants in the above entitled cause, and for answer to the interrogatories propounded to it, says:

1. Answer to First Interrogatory: Yes.
2. Answer to Second and Third Interrogatories: The City of Fairhope, Alabama, a municipal corporation, Fairhope, Alabama.
3. Answer to Fourth Interrogatory: E. J. Kirk and A. A. Nelson.

Dated this 27th day of January, 1969.

THE CITY OF FAIRHOPE, ALABAMA
A Municipal Corporation

By

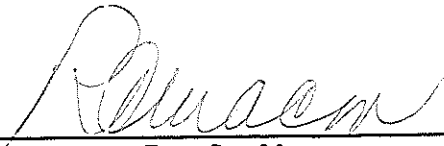


As its Mayor

STATE OF ALABAMA Ø
*
BALDWIN COUNTY Ø

Before me, the undersigned authority, within and for said County in said State, personally appeared R. C. MACON, who, after being by me first duly and legally sworn, deposes and says: That he is Mayor of the City of Fairhope, Alabama, a municipal corporation; that he has read over the foregoing answers to interrogatories

and that the same are true.



R. C. Macon

Sworn to and subscribed before me on
this the 27th day of January, 1969.



Notary Public, Baldwin County, Alabama

FILED

JAN 29 1969

ALICE J. DUCK CLERK
REGISTER

ELROY WEBB and LATRELLE D. WEBB,	Ø	
	Ø	
Plaintiffs,	Ø	IN THE CIRCUIT COURT OF
VS.	Ø	BALDWIN COUNTY, ALABAMA
	Ø	
THE CITY OF FAIRHOPE, A MUNICIPAL CORPORATION, ET AL.,	Ø	AT LAW NO. 8353
Defendants.	Ø	

AMENDED DEMURRER

Now comes the defendant, The City of Fairhope, Alabama, a municipal corporation, and amends the demurrer heretofore filed by it in this cause by adding thereto grounds numbered 9 through 14, as follows:

9. The allegations of the complaint are vague, indefinite and uncertain in that it does not allege when the gas line or system was installed.

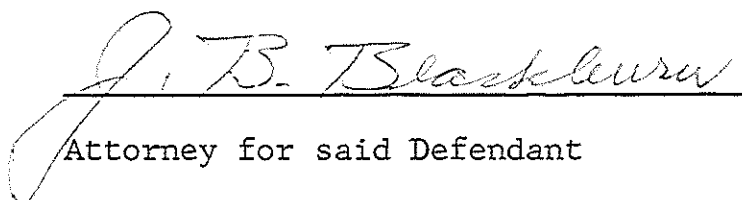
10. No facts are alleged to show when the alleged damage to plaintiffs' property was done.

11. No facts are alleged to show that the plaintiffs' cause of action is not barred by the statute of limitations of one year.

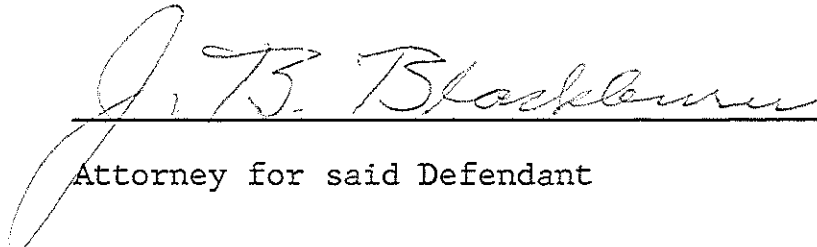
12. No facts are alleged to show where the gas line is located.

13. No facts are alleged to show how or in what way the defendant's gas line was defective.

14. The allegations of the complaint are conclusions of the pleader, and no facts are alleged to show how or in what way the defendant's alleged negligence damaged the plaintiffs' property.


Attorney for said Defendant

I hereby certify that I mailed a copy of the foregoing amended demurrer to Tolbert M. Brantley, Esquire, by first class mail, postage prepaid, and addressed to him at Bay Minette, Alabama, on this the 29th day of January, 1969.


Attorney for said Defendant

FILED

JAN 29 1969

ALICE J. DUCK CLERK
REGISTER

ELROY WEBB and LATRELLE D.
WEBB,

Plaintiffs,

VS.

THE CITY OF FAIRHOPE,
A MUNICIPAL CORPORATION,
ET AL.,

Defendants.

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IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 8353

DEMURRER TO COMPLAINT

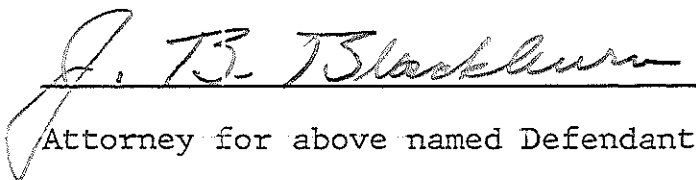
Now comes the defendant, The City of Fairhope, a municipal corporation, by its attorney, and demurs to the complaint heretofore filed in this cause and to each and every count thereof, separately and severally, and as grounds of such demurrer assigns, separately and severally, the following:

1. It does not state a cause of action.
2. The allegations of the complaint are conclusions of the pleader.
3. The allegations of the complaint are vague, indefinite and uncertain.
4. The allegations of the complaint are vague, indefinite and uncertain in that it does not describe the exact location of the alleged gas line.
5. No facts are alleged to show that the alleged injury done to or wrong suffered by the plaintiffs was done or suffered through the neglect, carelessness, or unskillfulness of some agent, officer or employee of the municipality engaged in work therefor and while acting in the line of his duty.
6. No facts are alleged to show that the alleged injury or wrong of the plaintiffs was done or suffered through the neglect, carelessness, or failure to remedy some defect in the streets,

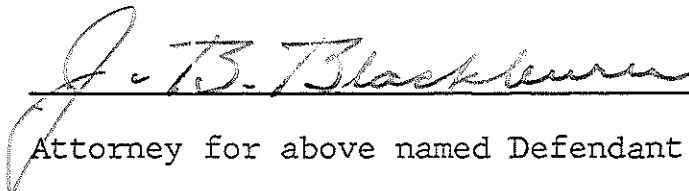
alleys, public ways, or buildings after the same had been called to the attention of the said defendant's City Council, or after the same had existed for such unreasonable length of time as to raise a presumption of knowledge of such defect on the part of the Council of the said defendant.

7. It affirmatively appears that the plaintiffs have failed to join such other person or corporation liable as defendant or defendants as required by Title 37, Section 503 of the Code of Alabama.

8. The allegations of the complaint are vague, indefinite and uncertain in that the complaint fails to allege when the alleged damage to plaintiffs' property commenced.


Attorney for above named Defendant

I hereby certify that I mailed a copy of the foregoing demurrer to Tolbert M. Brantley, Esquire, attorney for the plaintiffs, on this the 5th day of November, 1968.


Attorney for above named Defendant

FILED
NOV 5 1968
ALICE J. DUCK CLERK
REGISTER

ELROY WEBB and LATRELLE D.)
 WEBB,)
 Plaintiffs,)
)
 VS.)
)
 THE CITY OF FAIRHOPE, a muni-)
 cipal corporation, et al,)
)
 Defendants.)

AMENDED COMPLAINT

Come now the Plaintiffs in the above styled cause and
 amend their bill of complaint to read as follows:

ELROY WEBB and LATRELLE D.)
 WEBB,)
 Plaintiffs,)
)
 VS.)
)
 THE CITY OF FAIRHOPE, a muni-)
 cipal corporation,)
)
 Defendant.)

COUNT I

The Plaintiffs claim of the Defendant the sum of FIVE
 THOUSAND DOLLARS (\$5,000.00) as damages for that, heretofore,
 on a date unknown to your Plaintiffs, the City of Fairhope,
 a municipal corporation, acting by and through its agents,
 servants or employees, who were then and there acting within
 the line and scope of their employment, so negligently, care-
 lessly or unskillfully installed a gas line or gas system near,
 along or across Lot #3 of the Spanish Fort Estates Second
 Addition, according to the plat thereof recorded in Map Book
 5, pages 45-54, in the office of the Probate Judge of Baldwin
 County, Alabama, the property of the Plaintiff, as to cause
 or allow gas to leak and escape from said gas line. As a
 direct and proximate consequence and result of said negligence,

carelessness or unskillfulness, many trees on the land of the Plaintiffs were caused to die. A large area of grass on the property of the Plaintiffs was caused to die. The Plaintiffs were caused to expend large sums of money to remove the dead trees and replace the grass. The property of the Plaintiffs became unsightly and depreciated greatly in value all to the loss of the Plaintiffs in the aforesaid amount.

The Plaintiffs aver that they discovered the leak on, to-wit: the 27th day of April, 1968. Your Plaintiffs aver further that, by interrogatories, they requested the Defendant to furnish them names of other parties who might be liable jointly with said Defendant. By their answers to these interrogatories, the Defendant shows that no other party is liable either jointly or severally for the loss complained of.

COUNT II

The Plaintiffs claim of the Defendant the sum of FIVE THOUSAND DOLLARS (\$5,000.00) in damages for that the Defendant, acting through its agents, servants or employees, who were then and there acting within the line and scope of their employment, negligently, carelessly or unskillfully caused or allowed a defective gas line to remain on or near the property of the Plaintiffs which is:

Lot number 3 of Spanish Fort Estates, Second Addition, according to the map thereof recorded in Map Book 5, pages 45-54

and caused gas to leak and escape therefrom, and as a direct and proximate consequence and result of said negligence, carelessness or unskillfulness, many trees on the land of the Plaintiffs were caused to die. A large area of grass on the property of the Plaintiffs was caused to die. The Plaintiffs were caused to expend large sums of money to remove the dead trees and replace

the grass. The property of the Plaintiffs became unsightly and depreciated in value all to the loss of the Plaintiffs in the aforesaid amount.

The Plaintiffs aver that they discovered the leak on, to-wit: the 27th day of April, 1968.

WILTERS & BRANTLEY

BY:

William M Brantley
Attorney for Plaintiffs

FILED

OCT 16 1969

ALICE J. DUCK

CLERK
REGISTER

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon The City of Fairhope, a municipal corporation, ABC Corporation, whose name is otherwise unknown to the Plaintiffs and whose correct name will be supplied by amendment when ascertained, and Richard Roe and John Doe, whose names are otherwise unknown to the Plaintiffs and whose correct names will be supplied by amendment when ascertained, 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 Elroy Webb and LaTrelle D. Webb.

WITNESS my hand this 4 day of Oct., 1968.

Alice J. Luck
Clerk

ELROY WEBB and LATRELLE D.)
WEBB,)

Plaintiffs,)

VS.)

THE CITY OF FAIRHOPE, a muni-)
cipal corporation, and the)
ABC CORPORATION, whose name is)
otherwise unknown to the Plain-)
tiffs and whose correct name will)
be supplied by amendment when)
ascertained, and RICHARD ROE)
and JOHN DOE, whose names are)
otherwise unknown to the Plain-)
tiffs and whose correct names)
will be supplied by amendment)
when ascertained,)

Defendants.)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 8353

COUNT I

The Plaintiffs claim of the Defendants the sum of FIVE THOUSAND DOLLARS (\$5,000.00) in damages for that heretofore the City of Fairhope, acting by and through ABC Corporation and John Doe and Richard Roe, its agents, servants or employees, who were then and there acting within the line and scope of their employee, so negligently installed a gas line or gas system near, along or across:

Lot number 3 of the Spanish Fort Estates, Second Addition, according to the plat thereof recorded in Map Book 5, pages 45-54,

the property of the Plaintiffs, as to cause or allow gas to leak and escape from said gas line. As a direct, proximate consequence and result of said negligence, many trees on the land of the Plaintiffs were caused to die. A large area of grass on the property of the Plaintiffs was caused to die. The Plaintiffs were caused to expend large sums of money to remove the dead trees and replace the grass. The property of the Plaintiffs became unsightly and depreciated in value all to the loss of the Plaintiffs in the aforesaid amount.

The Plaintiffs aver that they discovered the leak on to-wit: the 27th day of April, 1968.

COUNT II

The Plaintiffs claim of the Defendants the sum of FIVE THOUSAND DOLLARS (\$5,000.00) in damages for that the Defendants acting through its agents, servants or employees who were then and there acting within the line and scope of their employment negligently caused or allowed a defective gas line to remain on or near the property of the Plaintiffs which is

Lot number 3 of Spanish Fort Estates, Second Addition, according to the map thereof recorded in Map Book 5, pages 45-54,

and as a direct and proximate consequence and result of said negligence, many trees on the land of the Plaintiffs were caused to die. A large area of grass on the property of the Plaintiffs was caused to die. The Plaintiffs were caused to expend large sums of money to remove the dead trees and replace the grass. The property of the Plaintiffs became unsightly and depreciated in value all to the loss of the Plaintiff in the aforesaid amount.

The Plaintiffs aver that they discovered the leak on to-wit:
the 27th day of April, 1968.

WILTERS & BRANTLEY

BY: *Joseph M Brantley*

Attorney for Plaintiffs

FILED

OCT 4 1968

ALINE J. DUCK

CLERK
REGISTER

ELROY WEBB and LaTRELLE D.)
WEBB,)

Plaintiffs,)

VS.)

THE CITY OF FAIRHOPE, a muni-)
cipal corporation, and the)
ABC CORPORATION, whose name is)
otherwise unknown to the Plain-)
tiffs and whose correct name will)
be supplied by amendment when)
ascertained, and RICHARD ROE)
and JOHN DOE, whose names are)
otherwise unknown to the Plain-)
tiffs and whose correct names)
will be supplied by amendment)
when ascertained,)

Defendants.)

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 8358

Comes the Plaintiff in the above styled cause and propounds the following interrogatories to each of the Defendants to be answered separately and severally by each of said Defendants, viz:

1. Do you maintain a gas line near or along Lot number 3, Spanish Fort Estates, Second Addition, according to the map thereof recorded in Map Book 5, pages 45-54?
2. Who installed this gas line?
3. As answer to this question, furnish the addresses of the above named persons or corporation.
4. Name your agent, servant or employee who was responsible for repair, maintenance and supervision of the aforesaid gas line on the 27th day of April, 1968.

WILTERS & BRANTLEY

BY: *William Brantley*
Attorneys for the Plaintiffs

STATE OF ALABAMA

COUNTY OF BALDWIN

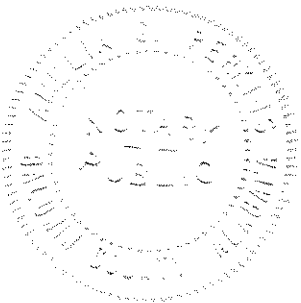
Before me, the undersigned authority, personally appeared Tolbert M. Brantley, who being by me first duly sworn, on oath, deposes and says:

1. That he is one of the attorneys of record for the Plaintiff in the above entitled cause of action and as such is authorized to make this affidavit; that the answers to the foregoing interrogatories, if well and truly answered, will be material testimony for the Plaintiff in the trial of the above cause.

Tolbert M. Brantley

Sworn to and subscribed before me on this the 4th day of October, 1968.

Amelia G. Perkins
Notary Public



1 VOL

133

2418-8-68

8353

Elroy Webb et al
Pltz

vs.
The City of Hope
Def.

1. Summons + Complaint
2. Interrogatories

FILED
OCT 4 1968

CLERK
REGISTER

Walters + Brantley

Received 4th day of Oct 1968
and on 8 day of Oct 1968

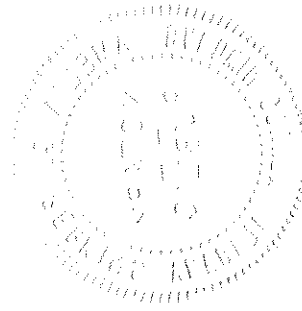
I served a copy of the within D.C. Int
on The City of Fairhope Ala

By service on Richard Moron

Mayor of Fairhope

TAYLOR WILKINS, Sheriff
By Ken Rauloff D.S.

Fairhope



Sheriff claims 70 miles at
Ten Cents per mile Total \$ 7.00
TAYLOR WILKINS, Sheriff
Elroy Webb et al
Pltz
vs.
The City of Hope
Def.