

8580

GIBBONS & STOKES

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E. GRAHAM GIBBONS
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JOHN S. GONAS, JR.
WILLIAM L. HOWELL

March 14, 1969

MAILING ADDRESS
P. O. BOX 293
MOBILE, ALABAMA 36601

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

Re: Mittie Bell Rowell vs Sales Ford, Inc.
Case No. 8580

Dear Mrs. Duck:

Please non suit the above case on motion of the Plaintiff
and send me your bill of costs.

Enclosed is a complaint entitled Mittie Bell Rowell vs
Sales Ford, Inc. Please file the enclosed suit and advise
this office when service is obtained on the same.

Sincerely yours,

GIBBONS & STOKES


William L. Howell

WLH/al

Enclosure

WM. ROY STOKES

ATTORNEY-AT-LAW

PHONE 867-4671

BREWTON, ALA. 36426

February 20, 1969

no. 6580

Mrs. Alice Duck
Circuit Clerk
Baldwin County
Bay Minette, Alabama

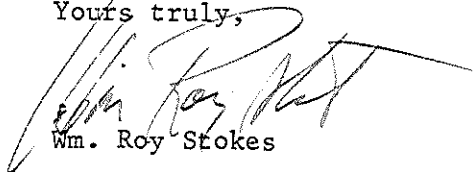
Dear Mrs. Duck:

I enclose herewith a summons and complaint that I would like filed in connection with a case styled Mittie Bell Rowell, plaintiff vs. Sales Ford, Inc., a Corporation, defendant.

I would appreciate it very much if you will advise when service has been perfected upon the defendant.

With my kindest regards, I remain

Yours truly,


Wm. Roy Stokes

WRS/dg

Enc.

MITTIE BELL ROWELL)	IN THE CIRCUIT COURT OF
Plaintiff)	BALDWIN COUNTY, ALABAMA
VS)	AT LAW
SALES FORD, INC., a)	
corporation)	
Defendant)	CASE NO. <u>5580</u>

COUNT ONE

The Plaintiff, Mittie Bell Rowell, claims of the Defendant, Sales Ford, Inc., a corporation, \$50,000.00 damages for that on and prior to, to-wit, April 20, 1968 the Defendant operated what are commonly known as Ford Automobile Dealerships in Flomaton, Alabama and Monroeville, Alabama in which among other things the Defendant sold new Ford automobiles to its customers, and Plaintiff avers that on, to-wit, April 20, 1968 the Plaintiff's husband, Myles G. Rowell, purchased a new 1968 Ford automobile for a valuable consideration from Defendant's Ford Dealership in Flomaton, Alabama, and in accordance with Defendant's instructions possession of the said sold automobile was taken by Myles G. Rowell from the Defendant's Ford Dealership in Monroeville, Alabama on, to-wit, April 20, 1968.

And Plaintiff avers that at said time and on said occasion the Defendant warranted in law that said automobile was fit and proper to be used by the Plaintiff's husband, Myles G. Rowell, or any member of his family in driving. Plaintiff further avers that said sold automobile was not in fact fit and proper to be used by her husband, Myles G. Rowell, or anyone else in driving and as a direct and proximate result and consequence of the breach of said warranty the Plaintiff Mittie Bell Rowell, a passenger in said automobile being operated by her husband on, to-wit, April 20, 1968 was injured when said automobile, while being driven along Alabama Highway 59 a public roadway in Baldwin County, Alabama, became inoperable due to its unfitness for driving and was thereby caused to wreck at or near Tensaw, Alabama in Baldwin County, Alabama; and as a direct and proximate result and consequence thereof Plaintiff was injured and damaged and

her injuries consisted of this: She was permanently impaired in that she was made sick, sore and lame, she was bruised about her body, and she was caused to incur hospital and doctor bills incident to treatment of her injuries and expenses in and about the curing and healing of her said injuries, and the payment of physicians to treat her. And Plaintiff avers that all her said injuries and damages were caused as a direct and proximate consequence of the breach of the Defendant's warranty to her husband, Myles G. Rowell, and to the members of his family that said purchased automobile was fit and proper to be used in driving. Hence this suit.

Attorneys for Plaintiff.


WILLIAM ROY STOKES

GIBBONS & STOKES

By 
William L. Howell

Serve the Defendant Sales Ford, Inc., at its place of business in Flomaton, Alabama.

FILED
FEB 24 1969
MICE J. DUCK
CLERK
REGISTER

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA
Baldwin County

Circuit Court, Baldwin County

No. 8580

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Sales Ford, Inc., a Corporation

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint
filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against.....

Sales Ford, Inc., a corporation Defendant.....

by Mittie Bell Rowell

Plaintiff.....

Witness my hand this 24th day of February 19 69.

Alice J. Luck Clerk

84/2/27/69

eng 600

No. 8580

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

MITTIE BELL ROWELL

Plaintiffs

vs.

SALES FORD, INC., A CORP.,

Defendants

SUMMONS AND COMPLAINT

Filed February 24, 19. 69

Alice J. Duck Clerk

Gibbons & Stokes

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED
Received in Office

FEB 24 1969

19.....

~~MISSISSIPPI~~

Sheriff

I have executed this summons

this February 27 1969

by leaving a copy with

J. W. Davis for
Davis Ford Inc

Sheriff claims 10 miles a

Ten Cents per mile Total \$ 0

TAYLOR WILKINS, Sheriff

BY

DEPUTY SHERIFF

E. A. Wilson

Sheriff

Deputy Sheriff

MITTIE BELL ROWELL,)	IN THE CIRCUIT COURT OF
)	
Plaintiff,)	BALDWIN COUNTY, ALABAMA
)	
VS.)	AT LAW
)	
SALES FORD, INC., a)	
corporation,)	
)	CASE NO. 8580
Defendant.)	

DEMURRER

Comes now the defendant in the above styled cause and demurs to the plaintiff's complaint herein, and to each count thereof, separately and severally, and for grounds of demurrer sets down and assigns each of the following, separately and severally, to-wit:

1. Sufficient facts are not alleged therein to constitute a cause of action.
2. For that said count does not set out with sufficient particularity the warranty alleged to have been breached by the defendant.
3. For that said count is vague, indefinite and uncertain in that it does not sufficiently appear therefrom whether a written, oral or implied warranty is alleged to have been breached by the defendant.
4. For that the allegations therein that "the defendant warranted in law that said automobile was fit and proper to be used by the defendant's husband" is vague, indefinite and uncertain and is a mere conclusion of the pleader not supported by sufficient allegations of fact.
5. For that the allegation therein "that said sold automobile was fit and proper to be used by her husband" is a mere conclusion of the pleader not supported by sufficient allegations of fact.
6. For that the allegation therein that "while being driven along Alabama Highway 59 a public roadway in Baldwin County, Alabama, [the automobile] became inoperable due to its unfitness for driving" is a mere conclusion of the pleader not supported by sufficient allegations of fact.
7. For that it does not sufficiently appear therefrom how or in what manner said automobile is alleged to have become "inoperable".

8. For that it is not alleged with sufficient particularity how or in what manner said automobile "became inoperable due to its unfitness."

9. For that it does not sufficiently appear therefrom how or in what manner this defendant is alleged to have breached the alleged warranty.

10. For that it does not sufficiently appear therefrom how or in what manner said automobile was unfit for driving at the time and place alleged in said complaint.


11. The allegations thereof are insufficient to show as a matter of law that there was any legal duty owing by defendant to the plaintiff's wife at the time and with respect to the matters complained of therein.

12. For aught appearing therein there was no sufficient causal connection between the plaintiff's damages complained of and the breach of any legal duty owing by the defendant to the plaintiff at the time and with respect to the matters complained of therein.

13. For that it is not alleged therein with sufficient particularity where the alleged accident occurred.

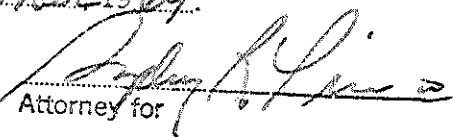
14. For that there is a misjoinder of causes of action.

INGE, TWITTY, DUFFY & PRINCE

By 
Sydney R. Prince, III

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing pleading has been served upon counsel for all parties to this proceeding, by mailing the same to each by First Class United States Mail, properly addressed and postage prepaid on this 12 day of March 1969.


Attorney for

FILED

MAR 13 1969

ALICE J. DUCK CLERK
REGISTER