

MITTIE BELL ROWELL,	Ø	IN THE CIRCUIT COURT OF
PLAINTIFF,	Ø	BALDWIN COUNTY, ALABAMA
VS.	Ø	AT LAW
SALES FORD, INC., A CORPORATION,	Ø	CASE NO. <u>8617</u>
DEFENDANT.	Ø	

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 South Flomaton, Florida 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, Miles G. Rowell, purchased a new 1968 Ford automobile for a valuable consideration from Defendant's Ford Dealership in South Flomaton, Florida, and in accordance with Defendant's instructions possession of the said sold automobile was taken by Miles 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, Miles 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, Miles 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, Miles G. Rowell, and to the members of his family that said purchased automobile was fit and proper to be used in driving.

COUNT TWO

The Plaintiff, Mittie Bell Rowell, claims of the Defendant, Sales Ford, Inc., a Corporation, \$50,000.00 damages for a breach of warranty in the sale of a new 1968 Ford Automobile, by Defendant to the Plaintiff's husband, Miles G. Rowell, on to-wit, the 20th day of April, 1968, which the defendant warranted to be fit and proper to be used in driving, when in fact the said automobile became inoperable on, to-wit, April 20, 1968 while being driven along Alabama Highway 59 a public roadway in Baldwin County, Alabama 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 Plaintiff's husband that said automobile was fit and proper to be used in driving. Plaintiff demands a trial by jury.

ATTORNEYS FOR PLAINTIFF:

FILED

MAR 21 1969

ALICE J. DUCK

CLERK
REGISTER

W Roy Stokes
WM. ROY STOKES

GIBBONS & STOKES

William L. Howell
WILLIAM L. HOWELL

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

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA
Baldwin County

Circuit Court, Baldwin County

No.....

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

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

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 Corp
..... Defendant.....

by Mittie Bell Rowell

..... Plaintiff.....

Witness my hand this..... 21..... day of..... March..... 19...69

..... Clerk

Ex 3-22-69

71 PAGE 720

No. 8617

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

MITTIE BELL ROWELL

Plaintiffs

vs.

SALES FORD, INC., A CORP

Defendants

SUMMONS AND COMPLAINT

FILED

Filed MAR 21 1969 19.....

ALICE J. DICK CLERK Clerk
REGISTER

Wm. Roy Stokes

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received in Office
RECEIVED

MAR 27 1969

19.....

Sheriff

I have executed this summons

this MAR 22 1969

by leaving a copy with

G.W. Hales for
Sales Ford Inc a
Corp.

E. L. Watson
Morne A. Allee

Sheriff

Deputy Sheriff

MITTIE BELL ROWELL,	)	IN THE CIRCUIT COURT OF
Plaintiff,	)	BALDWIN COUNTY, ALABAMA
VS.	)	AT LAW
SALES FORD, INC., a)	
corporation,)	
Defendant.	)	CASE NO. 8617

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.

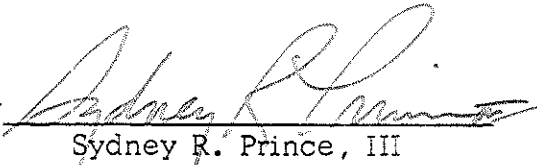
12. For aught appearing therein there was no sufficient causal connection between the plaintiff's damages complained of and the breach of any legal duty owing by the defendant to the plaintiff at the time and with respect to the matters complained of therein.

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 day of, 19.....

Attorney for

FILED

APR 28 1969

ALICE J. DUCK

CLERK
REGISTER

MITTIE BELL ROWELL,) IN THE CIRCUIT COURT OF
 Plaintiff,) BALDWIN COUNTY, ALABAMA
 VS.) AT LAW
 FORD MOTOR COMPANY, INC.,)
 a corporation, and SALES FORD,)
 INC., a corporation, jointly and)
 severally,)
 Defendants.) CASE NO. 8617

CROSS CLAIM OF DEFENDANT SALES FORD, INC., AGAINST
 DEFENDANT FORD MOTOR COMPANY, INC.

Comes now SALES FORD, INC., a corporation, defendant and cross claimant in the above entitled cause, and for its cross claim against FORD MOTOR COMPANY, INC., a corporation, defendant and cross defendant herein, respectfully represents and shows unto the court as follows, separately and severally:

1. That in her complaint the plaintiff seeks to recover damages from the defendants for personal injuries allegedly sustained by the plaintiff on, to-wit, the 20th day of April, 1968, while the plaintiff was a passenger in a new 1968 Ford automobile, two door hardtop, identification number 8A30F199611, which said Ford automobile was being operated by the plaintiff's husband along Alabama Highway 59, a public highway in Baldwin County, Alabama, when it became unfit for the ordinary purposes for which such automobiles are used, the steering assembly of said automobile having failed or having become inoperable, thereby causing said automobile to wreck at or near Tensaw, Alabama; that the plaintiff further alleges in her amended complaint that the said defendants, jointly and individually, breached the statutory implied warranty of merchantability set out in Title 7 A, Section 2-314(2)(c), of the Code of Alabama, 1940, (Recompiled 1958), in the sale on, to-wit, the 20th day of April, 1968, of said new 1968 Ford automobile to the plaintiff's said husband; that plaintiff alleges that said new Ford automobile was not in fact fit for the ordinary purposes for which such automobiles are used and that said new Ford automobile was imminently dangerous to life and limb when put to the intended use of said automobile in the usual and customary manner and plaintiff did not know of the dangerous character of said automobile prior to the accident of which she complains; that plaintiff further alleges that the defendants

knew, or from the facts should have known, that the steering assembly of said automobile was defectively manufactured, or constructed, or built, or assembled, or designed, and the plaintiff avers that the defendants, jointly and individually, should have reasonably anticipated injury or should have reasonably expected the danger of injury from the use of said defective or dangerous Ford automobile; and that plaintiff further avers that the said dangerous or defective condition of said automobile was not a patent or obvious defect as would reveal said dangerous or defective condition to the plaintiff upon reasonable examination of said new Ford automobile; and finally the plaintiff avers that as a direct and proximate result and consequence of the breach of the aforesaid warranty by the defendants, jointly and individually, the plaintiff was injured. Defendants deny and have denied in their answer to the plaintiff's amended complaint all of the plaintiff's material allegations. Copies of the original and amended complaints of the plaintiff and the answer of the defendant Sales Ford, Inc. are attached hereto and made parts hereof as Exhibits A, B, C and D.

2. Cross claimant, Sales Ford, Inc., avers that the said new Ford automobile in which plaintiff was riding when the steering assembly of said automobile failed or became inoperable on, to-wit, the 20th day of April, 1968, was manufactured by defendant and cross defendant Ford Motor Company, Inc. and was supplied by said defendant and cross defendant to cross claimant with the knowledge that it was intended to be used for the ordinary purposes for which such automobiles are used and cross claimant avers that at the time and place of the accident which injured the plaintiff said automobile was being operated by the plaintiff's husband and used in the usual and customary manner for which said new Ford automobile was intended to be used.

3. Cross claimant, Sales Ford, Inc., avers that prior to and during the occurrence of the accident to which reference is made in the plaintiff's amended complaint, and at the time said new Ford automobile, hereinabove described, was furnished by defendant and cross defendant Ford Motor Company, Inc. to cross claimant, Sales Ford, Inc., the said new Ford automobile was imminently or

inherently dangerous and was not reasonably safe for the use and purpose for which it was intended but, on the contrary, said new Ford automobile was imminently or inherently dangerous due to the defective condition of said new Ford automobile in that the steering assembly of said new Ford automobile was defectively manufactured, or constructed, or built, or assembled, or designed, so that it was likely to fail or become inoperable while said new Ford automobile was being operated in its usual and ordinary manner and in the manner intended by defendant and cross defendant Ford Motor Company, Inc., all of which was known at said time and place to cross defendant Ford Motor Company, Inc., or which, in the exercise of reasonable diligence should have been known to it but which was not known and was not in any manner revealed to cross claimant Sales Ford, Inc. and which said dangerous or defective condition of said new Ford automobile could not have been known upon reasonable inspection and examination of said automobile by cross claimant Sales Ford, Inc. Cross claimant avers that the plaintiff's injury was caused as a direct and proximate result of the active and primary negligence of defendant and cross defendant Ford Motor Company, Inc. in negligently manufacturing or negligently supplying said new Ford automobile for use by the purchaser thereof in the aforesaid imminently or inherently dangerous condition and, if said Sales Ford, Inc. is held liable to the plaintiff, it will be due to the passive and secondary negligence of Sales Ford, Inc., which negligence is expressly denied.

4. Cross claimant adopts all the allegations of Paragraph 1 through 3 of this cross claim. Cross claimant avers that the plaintiff's injury was caused as a direct and proximate result of the active and primary negligence of defendant and cross defendant Ford Motor Company, Inc. in negligently failing to warn the plaintiff and cross claimant Sales Ford, Inc. in any manner of the aforesaid imminently or inherently dangerous condition of said new Ford automobile of which condition defendant and cross defendant Ford Motor Company, Inc. knew or, in the exercise of reasonable diligence, should have known, and which was unknown to cross claimant Sales Ford, Inc., and if Sales Ford, Inc. is held liable to the

plaintiff, it will be due to the passive and secondary negligence of Sales Ford, Inc. which negligence is expressly denied.

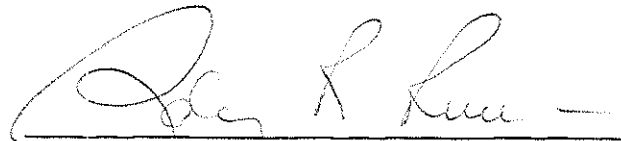
5. Cross claimant adopts all the allegations of Paragraphs 1 through 3 of this cross claim. Cross claimant avers that defendant and cross defendant Ford Motor Company, Inc., when it furnished the said new Ford automobile, impliedly warranted that the said automobile was reasonably fit for the use and purpose for which it was manufactured and furnished, that is, to provide transportation for the purchaser of said automobile and other users thereof, and cross claimant avers that the plaintiff's injury was caused as a direct and proximate result of the breach by defendant and cross defendant Ford Motor Company, of this implied warranty in that said new Ford automobile was not fit for the use and purpose for which it was manufactured but was, on the contrary, imminently or inherently dangerous to the life and health of the purchaser thereof, including the plaintiff, due to the defective condition aforesaid.

6. The plaintiff's injury at the time and place complained of in the plaintiff's amended complaint was caused by the active and primary negligence of defendant and cross-defendant Ford Motor Company, Inc. in negligently manufacturing or negligently supplying and furnishing said new Ford automobile to cross claimant Sales Ford, Inc., for sale to the general public; and/or in negligently failing to warn cross claimant Sales Ford, Inc. of the imminently or inherently dangerous condition of said new Ford automobile as aforesaid; and/or by the breach of its implied warranty that said new Ford automobile was reasonably fit for the use and purpose for which it was manufactured, that is, to provide transportation for the purchaser thereof; and said injuries and damages were caused by the active and primary negligence of the defendant and cross defendant Ford Motor Company, Inc. and if Sales Ford, Inc. is held liable to the plaintiff, it will be due to the passive and secondary negligence of Sales Ford, Inc., which negligence is expressly denied.

7. If the plaintiff herein recovers a verdict and judgment against this defendant and cross claimant, Sales Ford, Inc., for damages as claimed in plaintiff's

complaint, defendant and cross claimant, Sales Ford, Inc., avers that this will have been brought about by the active and primary negligence of defendant and cross defendant Ford Motor Company, Inc., as aforesaid, if Sales Ford, Inc. is held liable to the plaintiff it will be due to the passive and secondary negligence of Sales Ford, Inc. which negligence is expressly denied.


Wherefore, the premises considered, the defendant and cross claimant, Sales Ford, Inc., prays that it be indemnified by defendant and cross defendant, Ford Motor Company, Inc., for any sum or sums which may be recovered herein by plaintiff against this defendant and cross claimant Sales Ford, Inc., together with all costs and reasonable attorney's fees incurred in defending this law suit, and defendant and cross claimant Sales Ford, Inc. demands judgment against defendant and cross defendant Ford Motor Company, Inc. for the same.


SYDNEY R. PRINCE, III
Attorney for Defendant and Cross Claimant
Sales Ford, Inc.

Of Counsel:


INGE, TWITTY, DUFFY & PRINCE

Defendant and cross claimant Sales Ford, Inc. respectfully demands a trial by jury as to all issues between it and defendant and cross defendant Ford Motor Company, Inc. in this cause.


SYDNEY R. PRINCE, III
Attorney for Defendant and Cross Claimant
Sales Ford, Inc.

CERTIFICATE OF SERVICE

I hereby 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 28th day of December, 1970.



SYDNEY R. PRINCE, III
Attorney for Defendant and Cross Defendant
Sales Ford, Inc.

MITTIE BELL ROWELL,	§	IN THE CIRCUIT COURT OF
PLAINTIFF,	§	BALDWIN COUNTY, ALABAMA
VS.	§	AT LAW
SALES FORD, INC., A CORPORATION,	§	CASE NO. _____
DEFENDANT.	§	

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 South Flomaton, Florida 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, Miles G. Rowell, purchased a new 1968 Ford automobile for a valuable consideration from Defendant's Ford Dealership in South Flomaton, Florida, and in accordance with Defendant's instructions possession of the said sold automobile was taken by Miles 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, Miles 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, Miles 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 Tensew, 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

Exh. "A"

VOL

71 PAGE 729

RECEIVED
MAR 27 1969
JURY ROOM

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, Miles G. Rowell, and to the members of his family that said purchased automobile was fit and proper to be used in driving.

COUNT TWO

The Plaintiff, Mittie Bell Rowell, claims of the Defendant, Sales Ford, Inc., a Corporation, \$50,000.00 damages for a breach of warranty in the sale of a new 1968 Ford Automobile, by Defendant to the Plaintiff's husband, Miles G. Rowell, on to-wit, the 20th day of April, 1968, which the defendant warranted to be fit and proper to be used in driving, when in fact the said automobile became inoperable on, to-wit, April 20, 1968 while being driven along Alabama Highway 59 a public roadway in Baldwin County, Alabama 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 Plaintiff's husband that said automobile was fit and proper to be used in driving.

Plaintiff demands a trial by jury.

ATTORNEYS FOR PLAINTIFF:

Wm. Roy Stokes
WM. ROY STOKES

GIBBONS & STOKES

William L. Howell
WILLIAM L. HOWELL

FILED

MAR 21 1969

Alice J. Duck CLERK
REGISTER

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

MITTIE BELL ROWELL,) IN THE CIRCUIT COURT OF
 Plaintiff) BALDWIN COUNTY,
 VS:) ALABAMA
) AT LAW
 SALES FORD, INC., a)
 corporation,)
 Defendant) CASE NO. 8617

Comes now the Plaintiff in the above styled cause and with leave of Court first had and obtained, amends her complaint heretofore filed in the following, separate and several, respects:

1. By adding Ford Motor Company, Inc., a corporation, as a Party Defendant so that the style of the cause shall now be:

MITTIE BELL ROWELL,
 Plaintiff

VS:

FORD MOTOR COMPANY, INC.,
 a corporation, and SALES
 FORD, INC., a corporation,
 jointly and individually,

Defendants

2. By deleting the Count One heretofore filed by the Plaintiff and substituting therefor the following Count Two:

COUNT TWO THREE

The Plaintiff, Mittie Bell Rowell, claims of the Defendants, jointly and individually, \$50,000.00 damages for a breach of warranty in the sale of a new 1968 Ford automobile and Plaintiff avers that on and prior to, to-wit, April 20, 1968 Defendant Sales Ford, Inc., a corporation, operated what was commonly known as Ford Automobile Dealerships in South Flomaton, Florida and Monroeville, Alabama, in which, among other things, the Defendant, Sales Ford, Inc., a corporation, sold new Ford automobiles, manufactured by Ford Motor Company, Inc., a corporation, Defendant herein, and Plaintiff further avers that on, to-wit, the 20th day of April, 1968, Plaintiff's husband, Miles G. Rowell, purchased a new 1968 Ford automobile for a

valuable consideration from Defendant Sales Ford, Inc.'s Ford Automobile Dealership in South Flomaton, Florida, and in accordance with Defendant Sales Ford, Inc.'s instructions possession of the said sold new 1968 Ford automobile was taken by Miles G. Rowell from Sales Ford, Inc.'s Ford Automobile Dealership in Monroeville, Alabama on, to-wit, April 20, 1968, and Plaintiff avers that said sold new 1968 Ford automobile was manufactured by Ford Motor Company, Inc. and distributed by Ford Motor Company, Inc. to said Ford Automobile Dealership operated by Sales Ford, Inc.

And Plaintiff avers that at said time and on said occasion the Defendants, jointly and individually, warranted in law that said automobile was fit and proper to be used by the Plaintiff's husband, Miles G. Rowell, or any member of his family in driving. Plaintiff further avers that said sold new automobile was not in fact fit and proper to be used by her husband, Miles 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 new 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 and unfit for driving due to the failure of the steering of said automobile 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, in the payment of physicans to treat her; she was caused to suffer great physical pain and mental anguish; and Plaintiff avers that all of her said injuries and damages were caused a direct and proximate consequence of the breach of the said warranty of the Defendants, jointly and individually.

WILLIAM L. HOWELL

Please serve a copy of the original complaint, all pleadings heretofore filed, and this present complaint setting out Count Two on Ford Motor Company, Inc., a corporation, by serving its statutory agents, Fred S. Ball, Jr. and Richard A. Ball, 200 S. Lawrence Street, Montgomery, Alabama 36104.

MITTIE BELL ROWELL,

Plaintiff)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

VS

FORD MOTOR COMPANY, INC.,
a corporation, and SALES FORD
INC., a corporation, jointly
and individually

Defendants)

AT LAW

CASE NO. 8617

COUNT FOUR

Plaintiff claims of the defendants, jointly and individually, \$200,000.00 for breach of the statutory implied warrant of merchantability set out in title 7A, Section 2-314 (2) (C), Code of Alabama 1940 (recompiled in 1958) in the sale of a new 1968 Ford automobile, 2-door, hardtop, identification number 8A30F199611.

Plaintiff avers that on, to-wit, April 20, 1968, defendant, Sales Ford Inc. operated what are commonly known as Ford Automobile Dealerships, South Flomaton, Florida and Monroville, Alabama in which, among other things, the defendant, Sales Ford, sold new Ford automobiles manufactured by the defendant, Ford Motor Company, and plaintiff further avers that on, to-wit, April 20, 1968, the plaintiff's husband Miles G. Rowell purchased a new 1968 Ford automobile, 2-door, hardtop, identification number 8A30F199611 for a valuable consideration from defendant Sales Ford's Ford automobile dealership in South Flomaton, Florida, and, in accordance with the defendant Sales Ford's instructions, possession of the said new Ford automobile was taken by Miles G. Rowell from Sales Ford's Automobile dealership in Monroeville, Alabama on, to-wit, April 20, 1968, and plaintiff avers that said new 1968 Ford automobile was manufactured by defendant Ford Motor Company and distributed by defendant Ford Motor Company to defendant Sales Ford's automobile dealership.

And plaintiff avers that at said time and on said occasion, the defendants, jointly and individually, warranted in law, that said automobile was fit for the ordinary purposes for which said automobile is used, and plaintiff avers that the defendants, jointly and individually, reasonably expected that plaintiff, wife of the

purchaser of said automobile, may use or be affected by said automobile. *use of?*

Plaintiff avers that said new Ford automobile was not in fact, fit for the ordinary purposes for which such automobiles are used, that said Ford automobile was not in fact fit and proper to be used in the usual and customary manner for which such automobiles are intended to be used. Plaintiff avers that the defendants, jointly and individually, knew, or from facts, should have known, that said sold new Ford automobile was imminently dangerous to life or limb when put to the intended use of said automobile in the usual and customary manner, and plaintiff avers that the dangerous character of said automobile was unknown by and not made known to the plaintiff prior to the accident of which she hereinafter complains.

Plaintiff avers that the defendants, jointly and individually knew, or from facts, should have known, the steering assembly of said automobile was defectively manufactured, or constructed, or built, or assembled, or designed, and the plaintiff avers that the defendants, jointly and individually, should have reasonably anticipated injury or should have reasonably expected the danger of injury from the use of the said defective or dangerous Ford automobile. And plaintiff avers that the said dangerous or defective condition of said automobile was not a patent or obvious defect as would reveal said dangerous or defective condition to the plaintiff upon reasonable examination of the said automobile.

Plaintiff avers that as a direct and proximate result and consequence of the breach of the aforesaid warranty by the defendants, jointly and individually, the plaintiff, Mittie Bell Rowell, a passenger in the said new Ford automobile while 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 unfit for the ordinary purposes for which such automobiles are used, the steering assembly of said automobile having failed or having become inoperable, said

automobile was thereby caused to wreck, at or near Tensaw, Alabama, and as a direct and proximate 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 payments of Physicians to treat her; she was caused to suffer great physical pain and mental pain; and plaintiff avers that all of her said injuries and damages were caused as a direct and proximate result and consequence of the breach of the said warranty of the defendants, jointly and individually.

Plaintiff avers that at the time of the wreck and the infliction of the injuries aforesaid, the said Ford automobile was being applied to use for which it was manufactured and sold and that at said time, said Ford automobile was being used in the usual and customary manner for which said automobile was intended to be used. And plaintiff avers, in the alternative, that the defendants, jointly and individually, were given notice of the aforesaid breach of warranty by the plaintiff or in the alternative, that the defendants, jointly and individually, had actual knowledge and notice of the aforesaid breach of warranty, prior to the filing of this complaint.

GIBBONS & STOKES

BY: William F. Howell
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I certify that on this 7 day of April, 1970, a copy of the foregoing pleading has been served upon counsel for all adverse parties to this proceeding by mailing the same to each by first class U. S. mail, properly addressed and postage prepaid.

William F. Howell
ATTORNEY FOR

FILED

DEC 30 1970

ALICE J. DUCK CLERK
REGISTER

MITTIE BELL ROWELL,) IN THE CIRCUIT COURT OF
 Plaintiff,) BALDWIN COUNTY, ALABAMA
 VS.) AT LAW
 FORD MOTOR COMPANY, INC.,)
 a corporation, and SALES FORD,)
 INC., a corporation, jointly and)
 severally,)
 Defendants.) CASE NO. 8617

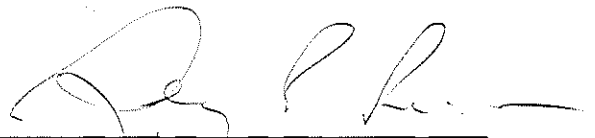
ANSWER

Comes now the defendant, SALES FORD, INC., a corporation, in the above styled cause, and for answer to the plaintiff's complaint and to each count thereof, separately and severally, makes and files the following separate and several pleas:

1. Not guilty.
2. Defendant denies the material allegations thereof.

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 _____ day of _____, 19_____.

 Attorney for

SVL "D"

MITTIE BELL ROWELL,) IN THE CIRCUIT COURT OF
Plaintiff,) BALDWIN COUNTY, ALABAMA
VS.) AT LAW
FORD MOTOR COMPANY, INC.,)
a corporation, and SALES FORD,)
INC., a corporation, jointly and)
individually,)
CASE NO. 8617
Defendants.

DEMURRER

Comes now the defendant, SALES FORD, INC., a corporation, in the above styled cause and refiles its demurrers heretofore filed in this cause to the plaintiff's complaint as last amended. Said defendant demurs to the amended complaint on the separate and several grounds set forth in the defendant's demurrer to the complaint heretofore filed herein.

INGE, TWITTY, DUFFY & PRINCE

By Sydney R. Prince, III
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 13 day of Oct, 19 69.

Sydney R. Prince, III
Attorney for

FILED

OCT 14 1969

ALICE J. DUCK CLERK
REGISTER

MITTIE BELL ROWELL,) IN THE CIRCUIT COURT OF
 Plaintiff) BALDWIN COUNTY,
) ALABAMA
 VS:) AT LAW
 SALES FORD, INC., a)
 corporation,)
 Defendant) CASE NO. 8617

Comes now the Plaintiff in the above styled cause and with leave of Court first had and obtained, amends her complaint heretofore filed in the following, separate and several, respects:

1. By adding Ford Motor Company, Inc., a corporation, as a Party Defendant so that the style of the cause shall now be:

MITTIE BELL ROWELL,
 Plaintiff

VS:

FORD MOTOR COMPANY, INC.,
 a corporation, and SALES
 FORD, INC., a corporation,
 jointly and individually,

Defendants

2. By deleting the Count One heretofore filed by the Plaintiff and substituting therefor the following Count Two:

COUNT ~~TWO~~ THREE

The Plaintiff, Mittie Bell Rowell, claims of the Defendants, jointly and individually, \$50,000.00 damages for a breach of warranty in the sale of a new 1968 Ford automobile and Plaintiff avers that on and prior to, to-wit, April 20, 1968 Defendant Sales Ford, Inc., a corporation, operated what was commonly known as Ford Automobile Dealerships in South Flomaton, Florida and Monroeville, Alabama, in which, among other things, the Defendant, Sales Ford, Inc., a corporation, sold new Ford automobiles, manufactured by Ford Motor Company, Inc., a corporation, Defendant herein, and Plaintiff further avers that on, to-wit, the 20th day of April, 1968, Plaintiff's husband, Miles G. Rowell, purchased a new 1968 Ford automobile for a

valuable consideration from Defendant Sales Ford, Inc.'s Ford Automobile Dealership in South Flomaton, Florida, and in accordance with Defendant Sales Ford, Inc.'s instructions possession of the said sold new 1968 Ford automobile was taken by Miles G. Rowell from Sales Ford, Inc.'s Ford Automobile Dealership in Monroeville, Alabama on, to-wit, April 20, 1968, and Plaintiff avers that said sold new 1968 Ford automobile was manufactured by Ford Motor Company, Inc. and distributed by Ford Motor Company, Inc. to said Ford Automobile Dealership operated by Sales Ford, Inc.

And Plaintiff avers that at said time and on said occasion the Defendants, jointly and individually, warranted in law that said automobile was fit and proper to be used by the Plaintiff's husband, Miles G. Rowell, or any member of his family in driving. Plaintiff further avers that said sold new automobile was not in fact fit and proper to be used by her husband, Miles 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 new 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 and unfit for driving due to the failure of the steering of said automobile 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, in the payment of physicans to treat her; she was caused to suffer great physical pain and mental anguish; and Plaintiff avers that all of her said injuries and damages were caused a direct and proximate consequence of the breach of the said warranty of the Defendants, jointly and individually.

William L. Howell
WILLIAM L. HOWELL

Please serve a copy of the original complaint, all pleadings heretofore filed, and this present complaint setting out Count Two on Ford Motor Company, Inc., a corporation, by serving its statutory agents, Fred S. Ball, Jr. and Richard A. Ball, 200 S. Lawrence Street, Montgomery, Alabama 36104.

FILED

OCT 15

ALICE J. [illegible]

20 be removed out
7th S. Ball Jy. &
Richard A. Ball
Tutoring agent
200 S. Audubon St.
Montgomery, Ala

MO. 8617

Mettie Bell Howell

VS.

Dale Ford Inc.
a corp

FILED

OCT 13 1969

ALICE J. DUCK CLERK
REGISTER

Wm Ray Stokes

MITTIE BELL ROWELL,	§	IN THE CIRCUIT COURT OF
Plaintiff,		BALDWIN COUNTY, ALABAMA
	§	
VS.		AT LAW
FORD MOTOR COMPANY, INC.,	§	
a corporation, and SALES		
FORD, INC., a corporation,		
jointly and individually,	§	
Defendants.		CASE NO. 8617
	§	

D E M U R R E R

Comes now the defendant in the above-styled cause named as Ford Motor Company, Inc., a corporation, and separately and severally, demurs to the amended complaint, and each count thereof, and for separate and several grounds of demurrer sets down and assigns the following, separately and severally:

1. For that it does not state facts sufficient to constitute a cause of action against this defendant.

2. For that it does not appear with sufficient certainty what duty, if any, this defendant may have owed to the plaintiff.

3. For that it does not appear with sufficient certainty wherein this defendant violated any duty owed by defendant 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 defendant's said breach of duty and plaintiff's injuries and damages.

6. For that said count is duplicitous.

7. For that each alternative averment does not state facts sufficient to constitute a cause of action against this defendant.

8. For that there is a misjoinder of parties defendant.

9. For that there is no allegation of privity existing between the plaintiff and this defendant.

10. For that no facts are alleged showing that this defendant knew or should have known that said automobile was imminently or inherently dangerous.

11. For that there is no allegation that this defendant knew or should have known that said automobile was defectively manufactured, constructed, built or designed.

12. For aught appearing the alleged dangerous and defective condition of said automobile was a patent defect which was obvious to the plaintiff, hence there was no duty upon this defendant to warn plaintiff of the alleged defect or dangerous condition.

13. For that no facts are alleged to show that this defendant had, or exercised, any degree of control over said automobile at the time and place of the alleged accident.

14. For that it is not sufficiently alleged that the plaintiff was using said automobile in the usual and customary manner for which it was intended to be used.

15. For that no facts are alleged showing that this defendant was given any notice of the alleged breach of warranty by the plaintiff as required by law.

16. For aught that appears, said automobile was not at the time of the accident in which plaintiff was injured in substantially the same condition as it was when this defendant manufactured, constructed or assembled said automobile.

17. For aught that appears from the allegations of the complaint, there is no causal connection between the plaintiff's accident and her alleged injuries and any breach of warranty made by this defendant.

18. For that it does not sufficiently appear from the allegations of the complaint that the alleged failure of the steering of said automobile was due to any breach of warranty by this defendant.

19. For aught that appears from the complaint, there was an independent intervening act which proximately caused the alleged injuries and damages complained of by the plaintiff.

20. For that the allegations of said count purport to show a warranty of fitness for a particular purpose but there are insufficient facts alleged in support thereof.

21. For that the averment of the alleged breach of the alleged warranty is insufficient.

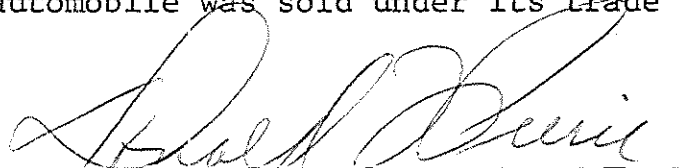
22. For that the allegations setting forth the alleged warranty are insufficient.

23. For that the averment of the breach of warranty is a mere conclusion of the pleader, insufficient facts being set forth in support thereof.

24. For that the alleged breach of warranty is alleged in generalities and fails to specifically set forth said breach.

25. For that it affirmatively appears from the face of said count that the plaintiff failed, within a reasonable time after she discovered or should have discovered the alleged breach, to notify the defendant of the breach.

26. For that said automobile was sold under its trade name.


Donald F. Pierce

Trial Attorneys for Defendant
Ford Motor Company, Inc.

OF COUNSEL

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON

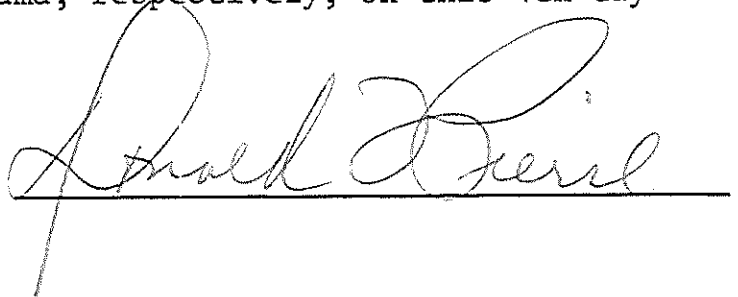
FILED

NOV 5 1969

ALICE J. DUCK CLERK
REGISTER

CERTIFICATE OF SERVICE

I hereby certify that I have mailed a true and correct copy of the foregoing demurrer to William Roy Stokes, Esquire, William L. Howell, Esquire, and Sydney R. Prince, III, Esquire, Attorneys of Record, by depositing a copy of same in the United States mail, postage prepaid, addressed to said attorneys at their offices in Brewton, Alabama, Mobile, Alabama and Mobile, Alabama, respectively, on this 4th day of November, 1969.

A handwritten signature in dark ink, appearing to read "Donald L. Ferrell", is written over a horizontal line.

FILED

NOV 5 1969

ALICE J. DUEY CLERK

MITTIE BELL ROWELL,

)
Plaintiff)

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

VS

FORD MOTOR COMPANY, INC.,
a corporation, and SALES FORD
INC., a corporation, jointly
and individually

)
Defendants)

AT LAW

CASE NO. 8617

Count FOUR

Plaintiff claims of the defendants, jointly and individually, \$200,000.00 for breach of the statutory implied warrant of merchantability set out in title 7A, Section 2-314 (2) (C), Code of Alabama 1940 (recompiled in 1958) in the sale of a new 1968 Ford automobile, 2-door, hardtop, identification number 8A30F199611.

Plaintiff avers that on, to-wit, April 20, 1968, defendant, Sales Ford Inc. operated what are commonly known as Ford Automobile Dealerships, South Flomaton, Florida and Monroville, Alabama in which, among other things, the defendant, Sales Ford, sold new Ford automobiles manufactured by the defendant, Ford Motor Company, and plaintiff further avers that on, to-wit, April 20, 1968, the plaintiff's husband Miles G. Rowell purchased a new 1968 Ford automobile, 2-door, hardtop, identification number 8A30F199611 for a valuable consideration from defendant Sales Ford's Ford automobile dealership in South Flomaton, Florida, and, in accordance with the defendant Sales Ford's instructions, possession of the said new Ford automobile was taken by Miles G. Rowell from Sales Ford's Automobile dealership in Monroeville, Alabama on, to-wit, April 20, 1968, and plaintiff avers that said new 1968 Ford automobile was manufactured by defendant Ford Motor Company and distributed by defendant Ford Motor Company to defendant Sales Ford's automobile dealership.

And plaintiff avers that at said time and on said occasion, the defendants, jointly and individually, warranted in law, that said automobile was fit for the ordinary purposes for which said automobile is used, and plaintiff avers that the defendants, jointly and individually, reasonably expected that plaintiff, wife of the

purchaser of said automobile, may use or be affected by said automobile.

Plaintiff avers that said new Ford automobile was not in fact, fit for the ordinary purposes for which such automobiles are used, that said Ford automobile was not in fact fit and proper to be used in the usual and customary manner for which such automobiles are intended to be used. Plaintiff avers that the defendants, jointly and individually, knew, or from facts, should have known, that said sold new Ford automobile was imminently dangerous to life or limb when put to the intended use of said automobile in the usual and customary manner, and plaintiff avers that the dangerous character of said automobile was unknown by and not made known to the plaintiff prior to the accident of which she hereinafter complains.

Plaintiff avers that the defendants, jointly and individually knew, or from facts, should have known, the steering assembly of said automobile was defectively manufactured, or constructed, or built, or assembled, or designed, and the plaintiff avers that the defendants, jointly and individually, should have reasonably anticipated injury or should have reasonably expected the danger of injury from the use of the said defective or dangerous Ford automobile. And plaintiff avers that the said dangerous or defective condition of said automobile was not a patent or obvious defect as would reveal said dangerous or defective condition to the plaintiff upon reasonable examination of the said automobile.

Plaintiff avers that as a direct and proximate result and consequence of the breach of the aforesaid warranty by the defendants, jointly and individually, the plaintiff, Mittie Bell Rowell, a passenger in the said new Ford automobile while 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 unfit for the ordinary purposes for which such automobiles are used, the steering assembly of said automobile having failed or having become inoperable, said

automobile was thereby caused to wreck, at or near Tensaw, Alabama, and as a direct and proximate 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 payments of Physicians to treat her; she was caused to suffer great physical pain and mental pain; and plaintiff avers that all of her said injuries and damages were caused as a direct and proximate result and consequence of the breach of the said warranty of the defendants, jointly and individually.

Plaintiff avers that at the time of the wreck and the infliction of the injuries aforesaid, the said Ford automobile was being applied to use for which it was manufactured and sold and that at said time, said Ford automobile was being used in the usual and customary manner for which said automobile was intended to be used. And plaintiff avers, in the alternative, that the defendants, jointly and individually, were given notice of the aforesaid breach of warranty by the plaintiff or in the alternative, that the defendants, jointly and individually, had actual knowledge and notice of the aforesaid breach of warranty, prior to the filing of this complaint.

GIBBONS & STOKES

BY: William L. Howell
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I certify that on this 7 day of April, 1970, a copy of the foregoing pleading has been served upon counsel for all adverse parties to this proceeding by mailing the same to each by first class U. S. mail, properly addressed and postage prepaid.

UMA
ATTORNEY FOR

FILED

APR 9 1970

ALICE J. DUCK CLERK
REGISTER

71-749

FILED

MAY 1 1970

ALICE J. DUCK
CLERK
REGISTER

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

) MITTIE BELL ROWELL,

) Plaintiff,

) vs.

) FORD MOTOR COMPANY, INC.,
) a corporation, and SALES
) FORD, INC., a corpora-
) tion, jointly and
) individually,

) Defendants.

CASE NO. 8617

DEMURRER

Comes now one of the defendants in the above-styled cause, Ford Motor Company, Inc., a corporation, and demurs to the plaintiff's complaint as last amended and to each count thereof, and for separate and several grounds of demurrer, sets down and assigns the following, separately and severally:

1. For that it does not state facts sufficient to constitute a cause of action against this defendant.
2. For that it does not appear with sufficient certainty what duty, if any, this defendant may have owed to the plaintiff.

3. For that it does not appear with sufficient certainty wherein this defendant violated any duty owed by defendant 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 defendant's said breach of duty and plaintiff's injuries and damages.

6. For that said count is duplicitous.

7. For that each alternative averment does not state facts sufficient to constitute a cause of action against this defendant.

8. For that each alternative defect, if any, complained of, could not result from each alternative act allegedly done by this defendant.

9. Said count fails to allege that this defendant constructed the steering assembly in the automobile complained of.

10. For that said count fails to allege that this defendant built the steering assembly in the automobile complained of.

11. For that said count fails to allege that this defendant assembled the steering assembly in the automobile complained of.

12. For that said count fails to allege that this defendant designed the steering assembly in the automobile complained of.

13. For that there is a misjoinder of parties defendant.

14. For that there is no allegation of privity existing between the plaintiff and this defendant.

15. For that it affirmatively appears from the allegations of said count that this defendant did not sell this automobile to the plaintiff.

16. For that it affirmatively appears from the allegations of said count that there was no warranty from this defendant to the plaintiff.

17. For that it affirmatively appears from the allegations of said count that this defendant did not warrant to the plaintiff that said automobile was fit for the ordinary purposes for which said automobile was to be used.

18. For that it affirmatively appears from the allegations of said count that said automobile was sold to the plaintiff by someone other than this defendant.

19. For that it affirmatively appears from the allegations of said count that the provisions of Title 7A, Section 2-314(2)(c), Code of Alabama 1940 (Recomp. 1958) are inapplicable in the case at bar.

20. It affirmatively appears from the allegations of said count that plaintiff was entitled to no statutory implied warranty of merchantability as provided for in Title 7A, Section 2-314(2)(c), Code of Alabama 1940 (Recomp. 1958) in that the sale of the automobile in question took place in Florida and not in Alabama.

21. For that no facts are alleged to show that this defendant had, or exercised, any degree of control over said automobile at the time and place of or prior to the alleged accident.

22. For that it is not sufficiently alleged that the plaintiff was using said automobile in the usual and customary manner for which it was intended to be used.

23. For that said count fails to allege with sufficient certainty to whom this defendant distributed said automobile.

24. For aught that appears from the allegations of said count this defendant did not distribute this automobile to any dealer in Monroeville, Alabama.

25. For aught that appears from said count, this defendant made no covenant or agreement with the plaintiff.

26. For that said count fails to allege with sufficient certainty the substance of the warranty allegedly breached by this defendant.

27. For that said count fails to allege sufficient facts which indicate wherein the purported warranty was allegedly breached by this defendant.

28. For that said count fails to allege wherein any warranty was breached by this defendant.

29. For that the averment of the breach of warranty is a mere conclusion of the pleader, insufficient facts being set forth in support thereof.

30. For that said count fails to allege with sufficient certainty the defect, if any, in the steering assembly of said automobile about which she complains.

31. For that the allegation in said count that "the steering assembly of said automobile was defectively manufactured, or constructed, or built, or assembled, or designed, . . ." is but a conclusion of the pleader.

32. For that said count 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.

33. Said count fails to allege with sufficient certainty the defect about which the plaintiff complains.

34. For that it does not sufficiently appear from the allegations of said count that the alleged failure of the steering assembly of said automobile was due to any breach of warranty by this defendant.

35. For aught that appears from the allegations of said count, there is no causal connection between the plaintiff's accident and her alleged injuries and any breach of warranty by this defendant.

36. For aught that appears, said automobile was not, at the time of the accident in which the plaintiff was injured, in substantially the same condition it was when this defendant manufactured, constructed or assembled said automobile.

37. For that said count fails to allege sufficient facts showing that this defendant was given any notice of the alleged breach of warranty by the plaintiff as required by law.

38. For that said count fails to allege sufficient facts showing that the plaintiff took such steps as may be reasonably required to inform this defendant in ordinary course of its alleged breach of warranty.

39. For that the allegation in said count that this defendant was "given notice of the aforesaid breach of warranty by the plaintiff" is but a conclusion of the pleader.

40. For that it does not appear, except by way of conclusion, from the allegations of said count that this defendant was, within a reasonable time after plaintiff discovered or should have discovered the defect, if any, in said automobile, given notice of the defect, if any, by the plaintiff.

41. For that it affirmatively appears from the face of said count that the plaintiff failed, within a reasonable time after she discovered or should have discovered the alleged breach, to notify the defendant of the breach.

42. For aught that appears from the allegations of said count, the alleged statutory implied warranty of merchantability was excluded or modified.

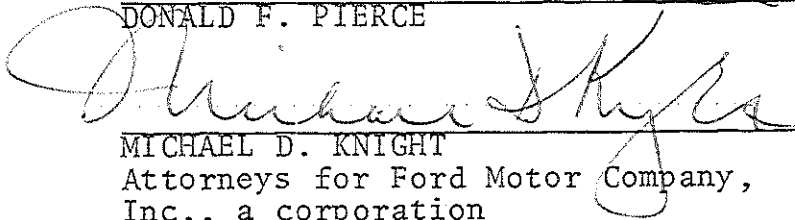
43. For that said count fails to allege that the purported statutory implied warranty of merchantability was not, in some other fashion, excluded or modified.

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

45. For that there is a misjoinder of parties plaintiff.

46. For that there is a misjoinder of parties defendant.


DONALD F. PIERCE


MICHAEL D. KNIGHT
Attorneys for Ford Motor Company,
Inc., a corporation

OF COUNSEL:

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON

FILED

APR 1 1970

71 755

ALICE J. DUCK CLERK
REGISTER

CERTIFICATE OF SERVICE

I hereby certify that I have mailed a true and correct copy of the foregoing Demurrer to William Roy Stokes, Esq., William L. Howell, Esq. and to Sydney R. Prince, III, Esq., by depositing copies of same in the United States mail, postage prepaid, addressed to said attorneys at their respective offices on this 30th day of April, 1970.

Michael D. King

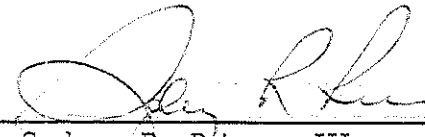
MITTIE BELL ROWELL,) IN THE CIRCUIT COURT OF
 Plaintiff,) BALDWIN COUNTY, ALABAMA
 VS.) AT LAW
 FORD MOTOR COMPANY, INC.,)
 a corporation, and SALES FORD,)
 INC., a corporation, jointly and)
 severally,)
) CASE NO. 8617
 Defendants.

DEMURRER

Comes now the defendant, SALES FORD, INC., a corporation, in the above styled cause and refiles its demurrers heretofore filed herein to the plaintiff's complaint as last amended. Said defendant demurs to the amended complaint on the separate and several grounds set forth in the defendant's demurrer to the complaint heretofore filed herein.

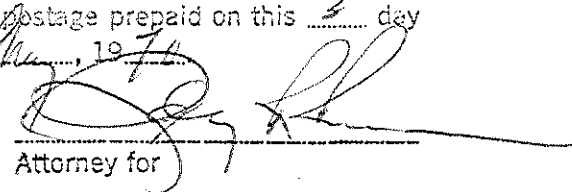
INGE, TWITTY, DUFFY & PRINCE

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 3 day of May, 1970.


 Attorney for

FILED

MAY 4 1970


ALICE J. DUCK CLERK
 REGISTER


MITTIE BELL ROWELL,	)	IN THE CIRCUIT COURT OF
Plaintiff,	)	BALDWIN COUNTY, ALABAMA
vs.	)	AT LAW
FORD MOTOR COMPANY, INC.,)	
et al.,)	
Defendants.	)	CASE NO. 8617

NOTICE

TO: William Roy Stokes, Esq.
William L. Howell, Esq.
Sydney R. Prince, III, Esq.

Please take notice that on the 5th day of August, 1970, in the Brewton Medical Center, 1315 McMillan Drive, Brewton, Alabama, the defendant, Ford Motor Company, will take the deposition of Dr. Robert L. Hays at 3:00 p.m., upon oral examination pursuant to an Act of the Legislature of the State of Alabama, designated as Act No. 375, Regular Session 1955, Approved September 8, 1955, before an officer authorized to take depositions and swear witnesses in said County in said State. The oral examination will continue from day to day until completed, and you are invited to attend and cross-examine.



DONALD F. PIERCE


MICHAEL D. KNIGHT
Attorneys for Ford Motor Company

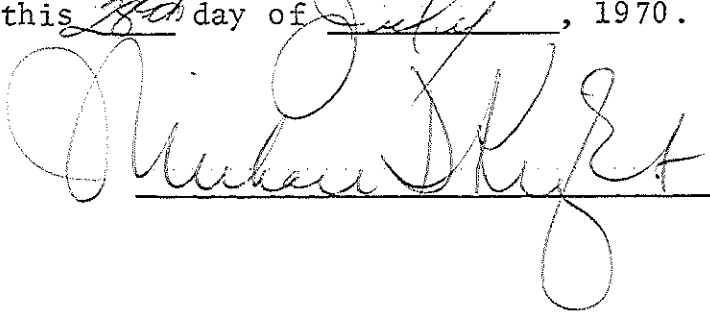
OF COUNSEL:

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON

Please issue a subpoena duces tecum to Dr. Robert L. Hays to bring with him all x-rays, records, memoranda, correspondence, etc. pertaining to his treatment of Mittie Bell Rowell.

CERTIFICATE OF SERVICE

I hereby certify that I have mailed a true and correct copy of the foregoing Notice to William Roy Stokes, Esq., William L. Howell, Esq. and to Sydney R. Prince, III, Esq., by depositing copies of same in the United States mail, postage prepaid, addressed to said attorneys at their respective offices on this 28th day of July, 1970.



FILED

JUL 29 1970

ALICE J. DUCK CLERK
REGISTER

MITTIE BELL ROWELL,	)	IN THE CIRCUIT COURT OF
Plaintiff,	)	BALDWIN COUNTY, ALABAMA
vs.	)	AT LAW
FORD MOTOR COMPANY, INC.,)	
et al.,)	
Defendants.	)	CASE NO. 8617

MOTION TO PRODUCE
NAMES OF WITNESSES


Comes now one of the defendants in the above-styled cause, Ford Motor Company, and respectfully moves the court for an order requiring the plaintiff to produce, within a reasonable time prior to the trial hereof, the names of any expert witnesses which plaintiff intends to call at the trial hereof to testify as to the defect, if any, in the steering assembly of a 1968 Ford Fairlane automobile, Serial No. 8A30F199611 made the basis of this cause so that they might be deposed by the defendant, Ford Motor Company.

As grounds for its said motion, the defendant, Ford Motor Company, avers as follows:

Said action brought by the plaintiff against this defendant and Sales Ford, Inc., a corporation, seeks damages from this defendant for the alleged breach of its warranty to the plaintiff, more particularly, that the steering assembly of said Ford automobile failed and became inoperable. Based on its prior investigation in this matter and, in particular, the depositions of the plaintiff and her husband, Miles G. Rowell, this defendant is unaware of any expert who has examined said Ford automobile or any part or parts thereof. If, however, an inspection of said Ford automobile or any part or parts thereof has been made by an expert for and on behalf of the plaintiff, and said expert intends to testify at the trial hereof, the

opportunity to depose said expert or experts is necessary and material to the proper presentation of this defendant's case. Defendant further avers that it is informed and believes and, based upon such information and belief, states that, if such expert testimony is to be used, the plaintiff has possession, custody of, control of or power over the names and addresses of said expert witnesses.


DONALD F. PIERCE


MICHAEL D. KNIGHT
Attorneys for Ford Motor Company

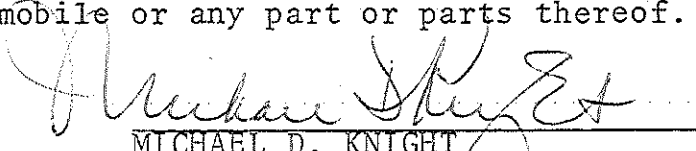
OF COUNSEL:

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON

STATE OF ALABAMA:
COUNTY OF MOBILE:

Before me, the undersigned authority in and for said County in said State, personally appeared Michael D. Knight, who is known to me, and known to me to be one of the attorneys for the defendant, Ford Motor Company, named in the foregoing motion, who, being first duly sworn on oath, doth depose and says as follows:

My name is Michael D. Knight, and I am one of the attorneys of record for the defendant, Ford Motor Company, named in the body of the foregoing motion filed in this cause. The production of the names of any expert witnesses intended by the plaintiff to be called at the trial hereof to testify as to any purported defect in said 1968 Ford automobile or any part or parts thereof is necessary and material to the issues in this cause, and it is necessary and material that the said names be produced within a reasonable time prior to the date of the trial hereof in order for this defendant to take the depositions of said expert witnesses so that it might prepare a proper defense as to the issues in the cause pertaining to any alleged defect in said 1968 Ford automobile or any part or parts thereof.


MICHAEL D. KNIGHT

Subscribed and sworn to before me on
this 28 day of July, 1970.


NOTARY PUBLIC, MOBILE COUNTY, ALABAMA

My Commission Expires: 6/17/73

CERTIFICATE OF SERVICE

I hereby certify that I have mailed a true and correct copy of the foregoing Motion to Produce to William Roy Stokes, Esq., William L. Howell, Esq. and to Sydney R. Prince, III, Esq., by depositing copies of same in the United States mail, postage prepaid, addressed to said attorneys at their respective offices on this 28th day of July, 1970.

Michael Knight

FILED

JUL 29 1970

ALICE J. DUCK CLERK
REGISTER

MITTIE BELL ROWELL,	)	IN THE CIRCUIT COURT OF
Plaintiff,	)	BALDWIN COUNTY, ALABAMA
vs.	)	AT LAW
FORD MOTOR COMPANY, INC.,)	
et al.,)	
Defendants.	)	CASE NO. 8617

MOTION TO PRODUCE

Comes now one of the defendants in the above-styled cause, Ford Motor Company, a corporation, and respectfully moves the court to require the plaintiff to produce within a reasonable time prior to the trial hereof, for the inspection of this defendant, the right front tire and the right front wheel assembly of the 1968 Ford Fairlane automobile, Serial No. 8A30F199611.

As grounds for its said motion, said defendant avers the following:

Said action brought by the plaintiff against this defendant and Sales Ford, Inc., a corporation alleges that these defendants breached their warranty to the plaintiff in the sale of said Ford automobile in that the steering assembly thereof failed and became inoperable, and the inspection of the right front tire and right front wheel assembly of said Ford automobile are necessary and material to the proper presentation of the defendant's case, which evidence is pertinent to the issues herein. Defendant further avers that he is informed and believes and, based upon such information and belief, states that the plaintiff has possession of, custody of, control of or power over said right front tire and right front wheel assembly of said Ford automobile.

Donald F. Pierce
DONALD F. PIERCE

Michael D. Knight
MICHAEL D. KNIGHT
Attorneys for Ford Motor Company

OF COUNSEL:

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON

STATE OF ALABAMA:
COUNTY OF MOBILE:

Before me, the undersigned authority in and for said County, in said State, personally appeared Michael D. Knight, Esq., who is known to me, and known to me to be one of the attorneys for the defendant, Ford Motor Company, named in the foregoing motion, who, being first duly sworn on oath, doth depose and say as follows:

My name is Michael D. Knight, and I am one of the attorneys of record for the defendant, Ford Motor Company, named in the body of the foregoing motion filed in this cause. The inspection of the right front tire and right front wheel assembly of said 1968 Ford automobile is necessary and material to the issues in this cause, and it is necessary and material that said parts be produced for inspection on behalf of the defendant, Ford Motor Company, within a reasonable time prior to the trial of this cause, in order to enable a proper defense to be prepared as to the issues in the case pertaining to this defendant's alleged breach of its warranty, if any, to the plaintiff.

Michael D. Knight
MICHAEL D. KNIGHT

Subscribed and sworn to before me on
this 28th day of July, 1970.

Carol M. Smith
NOTARY PUBLIC, MOBILE COUNTY, ALABAMA

My Commission Expires: 6/17/73

CERTIFICATE OF SERVICE

I hereby certify that I have mailed a true and correct copy of the foregoing Motion to Produce to William Roy Stokes, Esq., William L. Howell, Esq. and to Sydney R. Prince, III, Esq., by depositing copies of same in the United States mail, postage prepaid, addressed to said attorneys at their respective offices on this 28 day of July, 1970.

FILED

JUL 29 1970

ALICE J. DUCK

CLERK
REGISTER

VOL 71 PAGE 764

MITTIE BELL ROWELL,	)	IN THE CIRCUIT COURT OF
Plaintiff,	)	BALDWIN COUNTY, ALABAMA
vs.	)	AT LAW
FORD MOTOR COMPANY, INC.)	
et al.,)	
Defendants.	)	CASE NO. 8617

NOTICE

TO: William Roy Stokes, Esq.
William L. Howell, Esq.
Sydney R. Prince, III, Esq.

Please take notice that on the 25th day of August, 1970 at the courthouse in Bay Minette, Alabama, the defendant, Ford Motor Company, will take the depositions of John Cole at 2:00 p.m., Donald Ray Vernon at 3:00 p.m., and Johnny Rowell at 4:00 p.m., upon oral examination pursuant to an Act of the Legislature of the State of Alabama, designated as Act No. 375, Regular Session 1955, Approved September 8, 1955, before an officer authorized to take depositions and swear witnesses in said County in said State. The oral examination will continue from day to day until completed, and you are invited to attend and cross-examine.

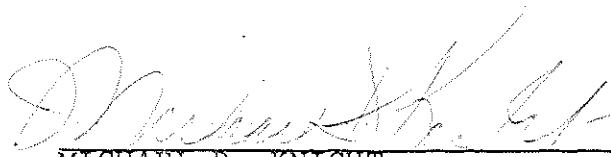
FILED

AUG 14 1970

ALICE J. DUCK

CLERK
REGISTER


DONALD F. PIERCE


MICHAEL D. KNIGHT
Attorneys for Ford Motor Company

OF COUNSEL:

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON

Please issue a subpoena to John Cole, c/o Sales Ford, Inc., Flomaton, Alabama; Donald Ray Rowell, Brewton, Alabama; and Johnny Rowell, Ridge Road, Brewton, Alabama.

CERTIFICATE OF SERVICE

I hereby certify that I have mailed a true and correct copy of the foregoing Notice to William Roy Stokes, Esq., William L. Howell, Esq. and to Sydney R. Prince, III, Esq., postage prepaid, addressed to said attorneys at their respective offices on this 12 day of August, 1970.

Martine H. King

FILED

AUG 14 1970

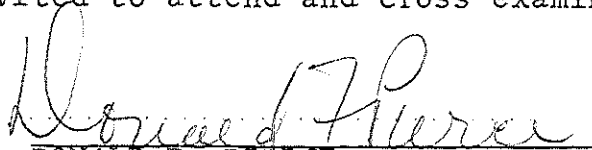
ALICE J. DICK CLERK
REGISTER

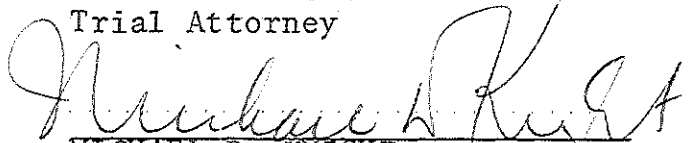
MITTIE BELL ROWELL,	)	IN THE CIRCUIT COURT OF
Plaintiff,	)	BALDWIN COUNTY, ALABAMA
vs.	)	AT LAW
FORD MOTOR COMPANY, INC.,)	
et al.)	
Defendants.	)	CASE NO. 8617

N O T I C E

TO: William Roy Stokes, Esq.
William L. Howell, Esq.
Sydney R. Prince, III, Esq.

Please take notice that on the 11th day of December, 1970, in the offices of the Brewton Medical Center, 1315 McMillan Drive, Brewton, Alabama, the defendant will take the deposition of Dr. Robert L. Hayes, at 12:00 Noon, upon oral examination pursuant to an Act of the Legislature of the State of Alabama, designated as Act No. 375, Regular Session 1955, Approved September 8, 1955, before an officer authorized to take depositions and swear witnesses in said County in said State. The oral examination will continue from day to day until Completed and you are invited to attend and cross-examine.


DONALD F. PIERCE
Trial Attorney


MICHAEL D. KNIGHT
Attorneys for Ford Motor Company

OF COUNSEL:

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON

Please issue a subpoena duces tecum to Dr. Robert L. Hayes to bring with him all x-rays, records, memoranda, correspondence, etc. pertaining to his treatment of Mittie Bell Rowell.

CERTIFICATE OF SERVICE

I hereby certify that I have mailed a true and correct copy of the foregoing Notice to William Roy Stokes, Esq., William L. Howell, Esq. and Sydney R. Prince, III, Esq., by depositing copies of the same in the United States mail, postage prepaid, addressed to said attorneys at their respective offices on this the 3 day of December, 1970.

Richard W. Knight

FILED

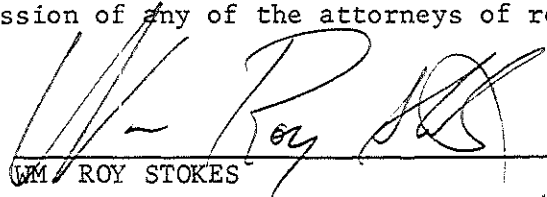
DEC 4 1970

ALICE J. DUCK CLERK
REGISTER


MITTIE BELL ROWELL,	Ø	IN THE CIRCUIT COURT OF
PLAINTIFF,	Ø	BALDWIN COUNTY, ALABAMA
VS.	Ø	AT LAW
FORD MOTOR COMPANY, INC.,	Ø	CASE NO. <u>8617</u>
ET AL.,	Ø	
DEFENDANTS.	Ø	

Before me, the undersigned authority in and for the County of Escambia and State of Alabama, personally appeared the undersigned Wm. Roy Stokes, Attorney at Law, who is known to me, and known to me to be one of the attorneys for Mittie Bell Rowell, who, being first duly sworn on oath, doth depose and say as follows:

My name is Wm. Roy Stokes, and I am one of the attorneys of record for the plaintiff, Mittie Bell Rowell, and as attorney of record for the said Mittie Bell Rowell have personal knowledge that the right front tire and right front wheel assembly of the 1968 Ford Fairlane automobile, Serial Number 8A30F199611 is not in her possession and the same is not in the possession of any of the attorneys of record.


WM ROY STOKES

Sworn to and subscribed to before me on this the 28th day of December, 1970.


NOTARY PUBLIC

FILED

DEC 30 1970

ALICE J. DUCK CLERK
REGISTER


MITTIE BELL ROWELL,) IN THE CIRCUIT COURT OF
 Plaintiff,) BALDWIN COUNTY, ALABAMA
 VS.) AT LAW
 FORD MOTOR COMPANY, INC.,)
 a corporation, and SALES FORD,)
 INC., a corporation, jointly and)
 severally,)
 Defendants.) CASE NO. 8617

ANSWER

Comes now the defendant, SALES FORD, INC., a corporation, in the above styled cause, and for answer to the plaintiff's complaint and to each count thereof, separately and severally, makes and files the following separate and several pleas:

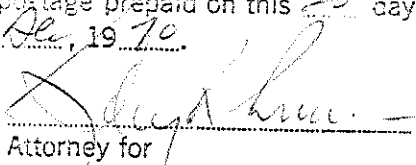
1. Not guilty.
2. Defendant denies the material allegations thereof.

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 26 day of Dec, 19 70.


 Attorney for

FILED

DEC 30 1970

ALICE J. DUCK CLERK
 REGISTER

MITTIE BELL ROWELL,	)	IN THE CIRCUIT COURT OF
)	
Plaintiff,	)	BALDWIN COUNTY, ALABAMA
)	
vs.	)	AT LAW
)	
FORD MOTOR COMPANY, INC.,)	
ET AL.,)	
)	
Defendants.	)	CASE NO. 8617

MOTION TO SET ASIDE THE ORDER DENYING DEFENDANTS' MOTION TO PRODUCE

Comes now the Plaintiff in the above styled cause and respectfully moves the court to set aside its order denying the Defendants' motion to produce and for grounds for said motion the Plaintiff shows unto the court as follows:

That heretofore Defendant Ford Motor Company filed a motion to produce the right front tire and right front wheel assembly of the 1968 Ford Fairlane automobile, Serial No. 8A30F199611, which is the subject matter of this suit.

That Defendants' motion to produce was denied upon the filing by the Plaintiff's attorney of a sworn affidavit wherein the Plaintiff's attorney denied possession of the right front tire and right front wheel assembly of the 1968 Ford Fairlane automobile, Serial No. 8A30F199611.

Plaintiff further avers that neither she nor any of her attorneys of record is in possession of the right front tire and rim of the aforementioned automobile. Plaintiff avers that she is in possession of the entire automobile which is the subject of this suit, except the right front tire and rim, and that the same will be made available for the inspection of the Defendant.

WHEREFORE, the Plaintiff prays to this honorable court that it will set aside its order denying Defendants' motion to produce heretofore filed and grant Defendants' motion to produce the right front wheel assembly, except the tire and rim, which is not in the Plaintiff's possession.

GIBBONS & STOKES

By Robert F. Clark
 Robert F. Clark
 Attorney for Plaintiff
 P. O. Box 293
 Mobile, Alabama

FILED

FEB 9 1971

EUNICE B. BLACKMON CIRCUIT CLERK

VOL 71 PAGE 771

MITTIE BELL ROWELL,) IN THE CIRCUIT COURT OF
 Plaintiff,) BALDWIN COUNTY, ALABAMA
 vs.) AT LAW
 FORD MOTOR COMPANY, INC.,)
 et al.,)
 Defendants.) CASE NO. 8617

TO: Barney Schultz
 Lee County Courthouse
 Fort Myers, Florida
 (Or some other officer authorized to administer oaths)

COMMISSION

Know ye, that we, in confidence of your prudence and fidelity, have appointed you, and by these presents do give you or any one of you, full power and authority to take the deposition of Clarence Bruce, Fort Myers, Florida, as a witness, or at the request of the defendant, Ford Motor Company, a corporation, in the above styled cause, and therefore, we command you, or any one of you, that at such time and place, or times and places, as you may appoint, you do cause the said witness to come before you, or either of you, at 1:00 P.M. on June 18, 1971, and then and there examine him on oath, orally. And that you, or either or you, take such an examination, and reduce the same into writing and return the same annexed to this writ, closed up under your seals, or the seal of anyone of you, unto our said Circuit Court, with all the convenient speed, that the same may be read in evidence on the trial of the cause aforesaid.

Dated this 10 day of June, 1971.

James B. Gunn
 Deputy Clerk, Circuit Court of Baldwin
 County, Alabama

SEAL:

FILED

JUN 11 1971

EUNICE B. BLACKMON CIRCUIT
 CLERK
 11 PAGE 112

MITTIE BELL ROWELL,	)	IN THE CIRCUIT COURT OF
Plaintiff,	)	BALDWIN COUNTY, ALABAMA
vs.	)	AT LAW
FORD MOTOR COMPANY, INC.,)	
et al.,)	
Defendants.	)	CASE NO. 8617

A F F I D A V I T

Comes now Michael D. Knight, Esquire, one of the attorneys for the defendant, Ford Motor Company, a corporation, in the above styled cause, and, upon being first by me duly sworn, does depose and say that Clarence Bruce of Fort Myers, Florida, is a material witness in the above styled cause and is absent from the State of Alabama, and that, therefore, said defendant desires to take the deposition of the said Clarence Bruce in Fort Myers, Florida. Defendant requests the clerk to issue a commission to Barney Schultz, Lee County Courthouse, Fort Myers, Florida, or some other officer authorized to administer oaths, to take the said deposition.

Michael D. Knight
MICHAEL D. KNIGHT

Subscribed and sworn to
before me this 10 day
of June, 1971.

Eunice B. Blackmon
Deputy Clerk, Circuit Court of
Baldwin County, Alabama

FILED

JUN 11 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

MITTIE BELL ROWELL,)
) IN THE CIRCUIT COURT OF
) BALDWIN COUNTY, ALABAMA
 vs.)
) AT LAW
 FORD MOTOR COMPANY, INC.,)
 et al.,)
)
) CASE NO. 8617
 Defendants.)

NOTICE

TO: Robert Clark, Esquire
 Attorney at Law
 160 South Congress
 Mobile, Alabama

Sydney R. Prince, III, Esquire
 Attorney at Law
 Merchants National Bank Building
 Mobile, Alabama

Please take notice that on June 18, 1971, at 1:00 P.M. the defendant, Ford Motor Company, a corporation, will take the deposition of Clarence Bruce in the Lee County Courthouse, Fort Myers, Florida, on oral examination pursuant to Title 7, Sections 457, et seq. and 474(1), et seq., Code of Alabama 1940 (Recomp. 1958), as amended, before Barney Schultz, or some other officer authorized to take depositions and swear witnesses at the place of the taking of the deposition. The oral examination will continue from day to day until completed, and you are invited to attend and cross-examine.


 MICHAEL D. KNIGHT

OF COUNSEL:

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON

FILED

JUN 11 1971

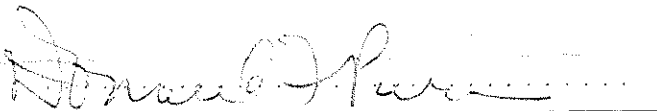
EUNICE B. BLACKMON CIRCUIT CLERK

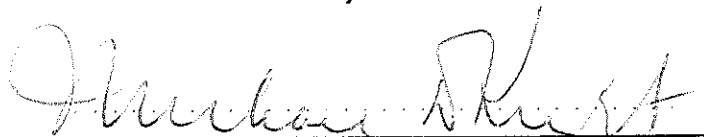
MITTIE BELL ROWELL,) IN THE CIRCUIT COURT OF
 Plaintiff,) BALDWIN COUNTY, ALABAMA
 vs.) AT LAW
 FORD MOTOR COMPANY, INC.,)
 et al.,)
 Defendants.) CASE NO. 8617

A N S W E R

Comes now one of the defendants in the above styled cause, Ford Motor Company, a corporation, and for answer to the plaintiff's complaint, and each count thereof, as last amended, separately and severally, sets and assigns the following separate and several pleas, separately and severally:

1. Not guilty.
2. The material allegations are untrue.


 DONALD F. PIERCE
 Trial Attorney


 MICHAEL D. KNIGHT
 Attorney for the Defendant
 Ford Motor Company

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 "Answer" to Robert Clark, Esquire, Attorney for Plaintiff, and Sydney Prince, III, Esquire, Attorney for Sales Ford, Inc., by depositing a true and correct copy of same in the United States mail, postage prepaid, addressed to said attorneys at their respective offices in Mobile, Alabama, on this the 11 day of June, 1971.

FILED

JUN 14 1971

EUNICE B. BLACKMON CIRCUIT
 CLERK

MITTIE BELL ROWELL,	)	IN THE CIRCUIT COURT OF
Plaintiff,	)	BALDWIN COUNTY, ALABAMA
vs.	)	AT LAW
FORD MOTOR COMPANY, INC.,)	
et al.,)	
Defendants.	)	CASE NO. 8617

MOTION TO COMPEL ANSWERS

Comes now one of the defendants, in the above styled cause, Ford Motor Company, a corporation, and, pursuant to Title 7, Section 474(17), Code of Alabama 1940 (Recomp. 1958) and respectfully shows unto Your Honor as follows:

1. That this suit claims personal injuries against this defendant and Sales Ford, Inc. allegedly as the proximate result of a defective steering apparatus on an automobile purchased by the plaintiff's husband.

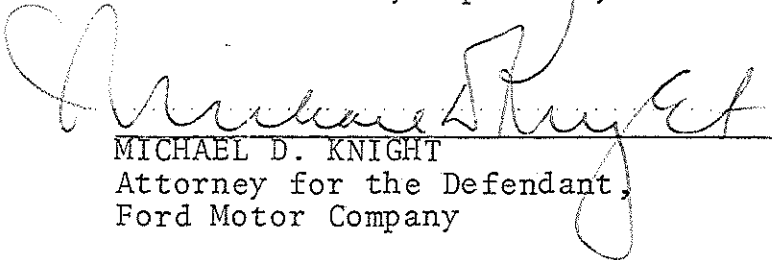
2. That heretofore and on, to-wit, June 18, 1971, pursuant to commission issued by the Circuit Court of Baldwin County, Alabama, and subpoena issued by the Circuit Court of Lee County, Florida, pursuant to the authority of said commission, the deposition of Clarence Bruce, a traffic accident analyst retained by the plaintiff, was commenced in Fort Myers, Florida.

3. At the request of the plaintiff, Mr. Bruce had examined certain parts of the steering assembly of the automobile in question.

4. During the course of said deposition, counsel for the plaintiff instructed Mr. Bruce, who is not a party to this lawsuit, not to answer certain questions propounded by the attorney for Ford Motor Company, and with respect to this examination made by Mr. Bruce at the request of the plaintiff, which said questions sought to elicit not

only the scope of said examination, but the opinions, if any, formed therefrom. The undersigned is advised that a transcript of these questions and objections has been certified into Court and filed with the Clerk of the Circuit Court of Baldwin County, Alabama.

WHEREFORE, the premises considered, this defendant respectfully moves and applies to Your Honor for an order compelling the said Clarence Bruce to answer each of the questions heretofore propounded to him as aforesaid and which, on advice of counsel, he has refused to answer, together with such other questions as may pertain to his examination of any and all parts removed from the automobile in question and any opinions which he has formed as a result of that examination. This defendant further moves that Your Honor order the plaintiff to pay to this defendant the amount of the reasonably expenses of its attorneys in obtaining this order, including a reasonable attorney's fee, together with such other and further expenses as it may incur, should Your Honor grant this motion, in retaking the deposition of the said Clarence Bruce and obtaining the answers to the questions which he has heretofore refused to answer, separately and severally.


MICHAEL D. KNIGHT
Attorney for the Defendant,
Ford Motor Company

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 "Motion To Compel Answers" to Sydney Prince, III, Esq., Attorney for Sales Ford, Inc., and to Robert Clark, Esq., Attorney for Plaintiff, by deposition a copy of same in the United States mail, postage prepaid, addressed to said attorneys at their respective offices in Mobile, Alabama, on this 28 day of June, 1971.

FILED

JUN 29 1971

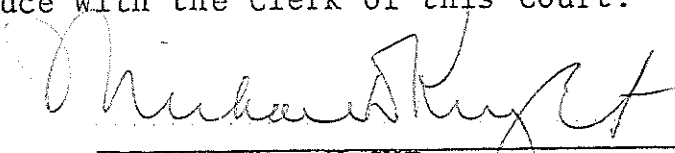
EUNICE B. BLACKMON
CIRCUIT CLERK


MICHAEL D. KNIGHT

MITTIE BELL ROWELL,	)	IN THE CIRCUIT COURT OF
Plaintiff,	)	BALDWIN COUNTY, ALABAMA
vs.	)	AT LAW
FORD MOTOR COMPANY, INC.,)	
et al.,)	
Defendants.	)	CASE NO. 8617

N O T I C E

Comes now the defendant in the above styled cause, Ford Motor Company, a corporation, and gives notice to the plaintiff of the filing of the original of the transcript of the deposition of Clarence Bruce with the Clerk of this Court.


 MICHAEL D. KNIGHT
 Attorney for Defendant, Ford
 Motor Company

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 "Notice" to Robert Clark, Esquire, Attorney for the Plaintiff, and Sydney R. Prince, III, Esquire, Attorney for Sales For, Inc., by depositing a copy of same in the United States mail, postage prepaid, addressed to said attorneys at their respective offices in Mobile, Alabama, on this the 8th day of July, 1971.


 MICHAEL D. KNIGHT

FILED

JUL 9 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON
LAWYERS

30TH FLOOR-FIRST NATIONAL BANK BUILDING

MOBILE, ALABAMA

36601

June 10, 1971

CHAS. C. HAND
C. B. ARENDALL, JR.
T. MASSEY BEDSOLE
THOMAS G. GREAVES, JR.
WM. GREVARD HAND
VIVIAN G. JOHNSTON, JR.
PAUL W. BROCK
ALEX F. LANKFORD, III
EDMUND R. CANNON
LYMAN F. HOLLAND, JR.
J. THOMAS HINES, JR.
DONALD F. PIERCE
LOUIS E. BRASWELL
HAROLD D. PARKMAN
G. PORTER BROCK, JR.
HARWELL E. COALE, JR.
STEPHEN G. CRAWFORD
JERRY A. MCDOWELL
W. RAMSEY MCKINNEY, JR.
LARRY U. SIMS
A. CLAY RANKIN, III
EDWARD A. HYNDMAN, JR.
MICHAEL D. KNIGHT
G. HAMP UZZELLE, III

MAILING ADDRESS:
P. O. DRAWER C
OR P. O. BOX 123

CABLE ADDRESS:
HAB
TELEPHONE
432-5511
AREA CODE 205

Mrs. Eunice Blackmon, Clerk
Circuit Court of Baldwin County
Baldwin County Courthouse
Bay Minette, Alabama

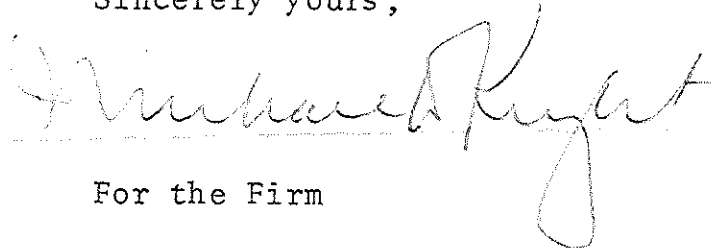
Re: Mittie Bell Rowell vs.
Ford Motor Company, et al.
Case No. 8617

Dear Mrs. Blackmon:

I have enclosed herein the original of an answer
in the above styled cause and request that the same be
filed on behalf of Ford Motor Company.

Thank you for your assistance.

Sincerely yours,



For the Firm

MDK.er
Enclosure

MITTIE BELL ROWELL,	)	IN THE CIRCUIT COURT OF
)	
Plaintiff,	)	BALDWIN COUNTY, ALABAMA
)	
vs.	)	AT LAW
)	
FORD MOTOR COMPANY, INC.,)	
ET AL.,)	
)	
Defendants.	)	CASE NO. 8617

MOTION TO SET ASIDE THE ORDER DENYING DEFENDANTS' MOTION TO PRODUCE

Comes now the Plaintiff in the above styled cause and respectfully moves the court to set aside its order denying the Defendants' motion to produce and for grounds for said motion the Plaintiff shows unto the court as follows:

That heretofore Defendant Ford Motor Company filed a motion to produce the right front tire and right front wheel assembly of the 1968 Ford Fairlane automobile, Serial No. 8A30F199611, which is the subject matter of this suit.

That Defendants' motion to produce was denied upon the filing by the Plaintiff's attorney of a sworn affidavit wherein the Plaintiff's attorney denied possession of the right front tire and right front wheel assembly of the 1968 Ford Fairlane automobile, Serial No. 8A30F199611.

Plaintiff further avers that neither she nor any of her attorneys of record is in possession of the right front tire and rim of the aforementioned automobile. Plaintiff avers that she is in possession of the entire automobile which is the subject of this suit, except the right front tire and rim, and that the same will be made available for the inspection of the Defendant.

WHEREFORE, the Plaintiff prays to this honorable court that it will set aside its order denying Defendants' motion to produce heretofore filed and grant Defendants' motion to produce the right front wheel assembly, except the tire and rim, which is not in the Plaintiff's possession.

GIBBONS & STOKES

By

Robert F. Clark

Robert F. Clark
Attorney for Plaintiff
P. O. Box 293
Mobile, Alabama

FILED

FEB 9 1971

EUNICE B. BLACKMON
CIRCUIT CLERK

MITTIE BELL ROWELL,	)	IN THE CIRCUIT COURT OF
)	
Plaintiff,	)	BALDWIN COUNTY, ALABAMA
)	
vs.	)	AT LAW
)	
FORD MOTOR COMPANY, INC.,)	
ET AL.,)	
)	
Defendants.	)	CASE NO. 8617

MOTION TO SET ASIDE THE ORDER DENYING DEFENDANTS' MOTION TO PRODUCE

Comes now the Plaintiff in the above styled cause and respectfully moves the court to set aside its order denying the Defendants' motion to produce and for grounds for said motion the Plaintiff shows unto the court as follows:

That heretofore Defendant Ford Motor Company filed a motion to produce the right front tire and right front wheel assembly of the 1968 Ford Fairlane automobile, Serial No. 8A30F199611, which is the subject matter of this suit.

That Defendants' motion to produce was denied upon the filing by the Plaintiff's attorney of a sworn affidavit wherein the Plaintiff's attorney denied possession of the right front tire and right front wheel assembly of the 1968 Ford Fairlane automobile, Serial No. 8A30F199611.

Plaintiff further avers that neither she nor any of her attorneys of record is in possession of the right front tire and rim of the aforementioned automobile. Plaintiff avers that she is in possession of the entire automobile which is the subject of this suit, except the right front tire and rim, and that the same will be made available for the inspection of the Defendant.

WHEREFORE, the Plaintiff prays to this honorable court that it will set aside its order denying Defendants' motion to produce heretofore filed and grant Defendants' motion to produce the right front wheel assembly, except the tire and rim, which is not in the Plaintiff's possession.

GIBBONS & STOKES

FILED

FEB 9 1971

By Robert F. Clark
 Robert F. Clark
 Attorney for Plaintiff
 P. O. Box 293
 Mobile, Alabama

EUNICE B. BLACKMON CIRCUIT CLERK

GIBBONS & STOKES

ATTORNEYS AT LAW
160 CONGRESS STREET
MOBILE, ALABAMA
TELEPHONE 433-2611

E. GRAHAM GIBBONS
BEN STOKES

WILLIAM L. HOWELL
ROBERT F. CLARK
JOHN T. BALLARD

February 8, 1971

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

Mrs. Alice J. Duck, Clerk
Circuit Court
Baldwin County
Bay Minette, Alabama 36507

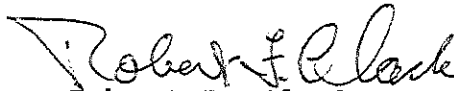
Re: Mittie Bell Rowell vs.
Ford Motor Company, Inc.,
et al - Case No. 8617

Dear Mrs. Duck:

Please present the enclosed motion to Judge Mashburn at your earliest convenience. After the Judge's ruling on said motion, please contact me by telephone, informing me of the Judge's ruling. And, I would also like to know when this matter is set for trial.

Thanking you in advance for your kind cooperation in this matter, I remain

Sincerely,


Robert F. Clark

RFC:cam

Enc.

GIBBONS & STOKES

ATTORNEYS AT LAW
160 CONGRESS STREET
MOBILE, ALABAMA
TELEPHONE 433-2611

E. GRAHAM GIBBONS
BEN STOKES
WILLIAM L. HOWELL
ROBERT F. CLARK
JOHN T. BALLARD

February 8, 1971

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

Honorable Telfair Mashburn, Judge
Circuit Court
Baldwin County Courthouse
Bay Minette, Alabama 36507

Re: Mittie Bell Rowell vs.
Ford Motor Company, Inc.,
et al Case No. 8617

Dear Judge Mashburn:

There seems to have been some misunderstanding as to the defendant's, Ford Motor Company, motion to produce the right front tire and right front wheel assembly of the automobile in question. As you will recall, the defendant's motion to produce was denied when one of the Plaintiff's attorneys, Roy Stokes, filed an affidavit denying possession of the right front tire and wheel assembly. It is not clear as to what constitutes the wheel assembly, but the plaintiff does not have in her possession the right front tire or the right front rim. All the remaining parts of the automobile are presently stored here in Mobile.

I have contacted Mr. Michael Knight, who represents Ford Motor Company, and informed him of these facts and have agreed to produce for his inspection the entire automobile except the right front tire and right front rim.

Sincerely,


Robert F. Clark

RFC:cam

CC: William Roy Stokes, Esq.
Sidney R. Prince, III, Esq.
Michael D. Knight, Esq.

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON

LAWYERS

30TH FLOOR-FIRST NATIONAL BANK BUILDING

MOBILE, ALABAMA

36601

MAILING ADDRESS:
P. O. DRAWER C
OR P. O. BOX 123

CABLE ADDRESS:
HAB
TELEPHONE
432-5511
AREA CODE 205

CHAS. C. HAND
C. B. ARENDALL, JR.
T. MASSEY BEDSOLE
THOMAS G. GREAVES, JR.
WM. BREVARD HAND
VIVIAN G. JOHNSTON, JR.
PAUL W. BROCK
ALEX F. LANKFORD, III
EDMUND R. CANNON
LYMAN F. HOLLAND, JR.
J. THOMAS HINES, JR.
DONALD F. PIERCE
LOUIS E. BRASWELL
HAROLD D. PARKMAN
G. PORTER BROCK, JR.
HARWELL E. COALE, JR.
STEPHEN G. CRAWFORD
JERRY A. McDOWELL
W. RAMSEY MCKINNEY, JR.
LARRY U. SIMS
A. CLAY RANKIN, II
EDWARD A. HYNDMAN, JR.
MICHAEL D. KNIGHT
G. HAMP UZZELLE, III
THOMAS GUY GREAVES, II

April 30, 1970

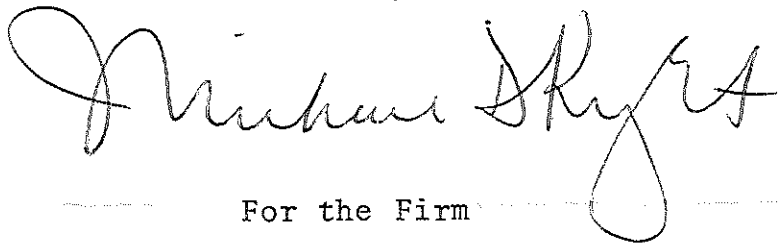
Mrs. Alice Duck, Clerk
Circuit Court of Baldwin County
Baldwin County Courthouse
Bay Minette, Alabama

Re: Mittie Bell Rowell v.
Ford Motor Company, et al.
Case No. 8617

Dear Mrs. Duck:

Enclosed herewith for filing is our Demurrer to
plaintiff's amended complaint in the above-styled cause.
To indicate your receipt of same, please sign the
tissue copy of this letter and return it to me in
the enclosed stamped, self-addressed envelope.

Sincerely yours,



For the Firm

MDK.bb

Enclosure

FILED

APR 1 1970

ALICE J. DUCK

CLERK
REGISTER

WM. ROY STOKES

ATTORNEY-AT-LAW

PHONE 867-4671

BREWTON, ALA. 36426

April 8, 1970

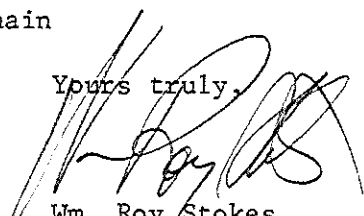
Mrs. Alice Duck
Clerk of Circuit Court
Bay Minette, Alabama

Dear Mrs. Duck:

I am enclosing herewith an amendment I would like filed
in connection with the Circuit Court case number 8617.

With my kindest regards, I remain

Yours truly,



Wm. Roy Stokes

WRS/dw

Enc.

STOKES AND HART

ATTORNEYS AT LAW
315 EVERGREEN AVENUE
BREWTON, ALABAMA 36426

TELEPHONE AREA CODE 205 867-4671

WM. ROY STOKES

JAMES E. HART, JR.

December 28, 1970

MAILING ADDRESS
P. O. BOX 954
BREWTON, ALABAMA 36426

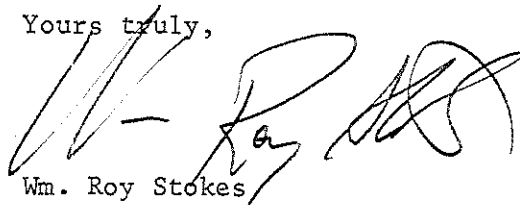
Honorable Alice J. Duck
Circuit Clerk
Bay Minette, Alabama

Dear Mrs. Duck:

I enclose herewith an affidavit in connection with
Circuit Court Case Number 8617.

With my kindest regards, I remain

Yours truly,

A handwritten signature in dark ink, appearing to be 'Wm. Roy Stokes', written over a horizontal line.

Wm. Roy Stokes

WRS/dw

Enc.

Mittie B. Powell vs. Sales Ford #8617

JURY LIST - JULY SESSION CIVIL TERM, 1971 - JULY 12, 1971

1. ~~Andrews, Guy C., Natural Gas Co, 410 5th St., Bay Minette, Ala.~~ P1
2. ~~Arnette, Opal, Housewife, Rt. 2, Bay Minette~~ D1 2
3. ~~Bigham, William, Retired Serviceman, P. O. Silverhill~~
4. ~~Chandler, Ace, R.E.A., Silverhill, Robertsedale~~ P6
5. ~~Childress, J. Bruce, Fisherman, Rt. 3, Foley~~
6. ~~Cooper, James I, Merchant, P. O. Box, Silverhill~~
7. ~~Davison, Johnnie Mae, Cafe Operator, Robertsedale,~~
8. ~~Dickman, Peggy T., Housewife, Brady Rd., Bay Minette~~ P1-1
9. ~~Eddins, Rachael, Housewife, Hurricane Rd., Bay Minette~~
10. ~~Gandy, Bobby Carol, Housewife, Bay Minette~~
11. ~~Gandy, Tom, Gulf Lumber Co., Stockton Hwy, Bay Minette,~~ P4
12. ~~Hart, Jerry B., Faulkner State University, 400 Mixon Ave., Bay Minette~~ P5
13. ~~Hogan, C. J., Furniture Store, 117 W. 12th St., Bay Minette~~
14. ~~Hollinger, Louise B., Board of Education, Bay Minette~~ P2
15. ~~Jones, Willie, Hogan Furniture, 1101 Lower St., Bay Minette~~ D3 4
16. ~~Jones, Sanford, Retired, Pensacola Hwy., Bay Minette, Ala.~~ P1-2
17. ~~Kennedy, J. C., Insurance Agent, 603 E 6th Bay Minette~~ P1
18. ~~Means, Henry, RTD., Cross Road, Bay Minette~~
19. ~~Moorer, Lee Ella, Housewife, 412 Old Hurricane Rd., Bay Minette~~
20. ~~Normand, Sage A., Entertainer Brand Hotel, Fairhope, Ala.~~
21. ~~Ponder, Ellis C., Mgr. Steber Chev., Point Clear, Fairhope~~
22. ~~Reid, Larry M., Kaiser Allum. Hwy 31 S. Bay Minette~~
23. ~~Rider, Daniel T., Forester, Stapleton, Ala.,~~
24. ~~Rider, Raymond D., Elec., 61 Mershon St., Fairhope~~
25. ~~Riggs, Stephen S., Radio Sta. Opr., Fairhope~~
26. ~~Rogers, Claude M., Insurance Salesman Cross Roads, Bay Minette~~
27. ~~Sheldon, Edwin, Brick Layer 553 Mobile St., Fairhope, Ala.~~
28. ~~Slaughter, June M., Nurse Bay Minette Inf., Fensaw, Ala.~~
29. ~~Watts, Evelyn K., Civil Defense, 101 Banyan St., Bay Minette~~
30. ~~Wiggins, James, Merchant, Stapleton, Ala.~~ D2 3
31. ~~Overstreet, Earl A., Newport Pine Grove Rd. Bay Minette~~ D2 1
32. ~~Page, Glenn A., Jr., Insurance 802 E. 5th St. Bay Minette~~
33. ~~Taylor Bennie W., Office Stephens Acceptance Loan Co. 810 E 9th St. Bay Minette~~
34. ~~Melton Mary D., Bay Slacks, Box 117 Stapleton, Ala~~ P2
35. ~~Dean, John, Clk. Bald. Co. Tax Collector Stapleton, Ala.~~
36. ~~Ryan, Kathleen E., Housewife, Hwy 31 S. Bay Minette~~
37. ~~Kennedy, Eloise D., Housewife, 603 E. 6th St. Bay Minette~~
38. ~~Vick, Mary K., Cash, Greer Gro. 600 W. 7th St. Bay Minette~~
39. ~~Miller, Harold J., Jr., 6 White Ave. Fairhope~~ D1 3
40. ~~McMillan, Minnie Lou, Widow, Stockton, Alabama~~

P. XXXXX XX - 2

Sales Ford D1 XXX - 3

Ford Co D2 XXXX - 4

38
24
514
40
12
28
12
512 18

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON

LAWYERS

30TH FLOOR - FIRST NATIONAL BANK BUILDING

MOBILE, ALABAMA

36601

MAILING ADDRESS:
P. O. DRAWER C
OR P. O. BOX 123

CABLE ADDRESS:
HAB

TELEPHONE
432-5511
AREA CODE 205

CHAS. C. HAND
C. B. ARENDALL, JR.
T. MASSEY BEDSOLE
THOMAS G. GREAVES, JR.
WM. BREVARD HAND
VIVIAN G. JOHNSTON, JR.
PAUL W. BROCK
ALEX F. LANKFORD, III
EDMUND R. CANNON
LYMAN F. HOLLAND, JR.
J. THOMAS HINES, JR.
DONALD F. PIERCE
LOUIS E. BRASWELL
HAROLD D. PARKMAN
G. PORTER BROCK, JR.
HARWELL E. COALE, JR.
STEPHEN G. CRAWFORD
JERRY A. MCDOWELL
W. RAMSEY MCKINNEY, JR.
LARRY U. SIMS
A. CLAY RANKIN, III
EDWARD A. HYNDMAN, SR.
MICHAEL D. KNIGHT

June 28, 1971

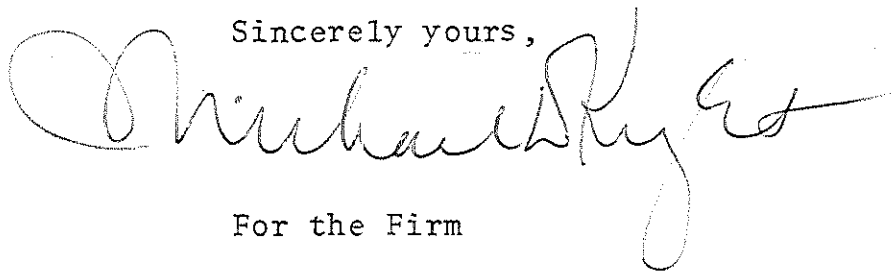
Mrs. Eunice Blackmon, Clerk
Circuit Court of Baldwin County
Baldwin County Courthouse
Bay Minette, Alabama

Re: Mittie Bell Rowell vs.
Ford Motor Company, et al.
Case No. 8617

Dear Mrs. Blackmon:

I have enclosed herein Motion To Compel Answers
and request that you file the same on behalf of the de-
fendant, Ford Motor Company.

Sincerely yours,



For the Firm

MDK.er

GIBBONS & STOKES

ATTORNEYS AT LAW
160 CONGRESS STREET
MOBILE, ALABAMA
TELEPHONE 433-2611

E. GRAHAM GIBBONS
B. F. STOKES, III
WILLIAM L. HOWELL

July 11, 1969

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

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

Re: Mittie Bell Rowell vs Sales Ford, Inc.
Case No. 8617

Dear Mrs. Duck:

We request that the demurrers be submitted without argument.

Sincerely,


William L. Howell

WLH/al

FILED

JUL 14 1969

ALICE J. DUCK CLERK
REGISTER

WM. ROY STOKES

ATTORNEY-AT-LAW

PHONE 867-4671

BREWTON, ALA. 36426

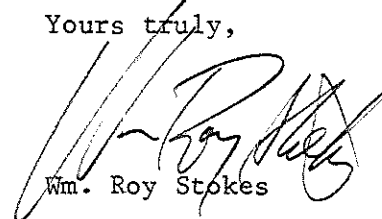
October 11, 1969

Mrs. Alice Duck
Clerk of Circuit Court
Bay Minette, Alabama

Dear Mrs. Duck:

I enclose herewith two amended complaints that I would like filed in connection with Circuit Court Case number 8617.

Yours truly,



Wm. Roy Stokes

WRS/dw

Enc.

Amended Bill filed
9-15-69

Handwritten initials and scribbles

GIBBONS & STOKES

ATTORNEYS AT LAW
160 CONGRESS STREET
MOBILE, ALABAMA
TELEPHONE 433-2611

E. GRAHAM GIBBONS
S. F. STOKES, III

WILLIAM L. HOWELL

October 8, 1969

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

Mr. Sydney R. Prince, III
Attorney at Law
Merchants National Bank Bldg.
Mobile, Alabama

Re: Mittie Bell Rowell vs. Sales Ford, Inc., Circuit
Court of Baldwin County, Alabama, Case No. 8617

Dear Mr. Prince:

As per our recent telephone conversation, I have this date amended my complaint adding Ford Motor Co., Inc. as a party defendant and stating a breach of warranty count against Sales Ford, Inc. and Ford Motor Co., Inc., jointly and individually. Attached find a copy of that complaint.

Sincerely yours,

Handwritten signature of William L. Howell

William L. Howell

WLH:mi
Encl.

cc: Mrs. Alice J. Duck, Clerk
Circuit Court
Baldwin County, Alabama

C
O
P
Y

MITTIE BELL ROWELL,	)	IN THE CIRCUIT COURT OF
Plaintiff,	)	BALDWIN COUNTY, ALABAMA
VS.	)	AT LAW
FORD MOTOR COMPANY, INC.,)	
a corporation, and SALES)	
FORD, INC., a corporation,)	
jointly and severally,)	
Defendants.		CASE NO. 8617

INTERROGATORIES TO THE PLAINTIFF

Comes now one of the defendants in the above-styled cause, Ford Motor Company, a corporation, and, desiring the testimony of the plaintiff, propounds the following interrogatories to the plaintiff, pursuant to Title 7, Section 477, Code of Alabama 1940 (Recompiled 1958) which interrogatories are required to be answered separately and severally in the manner and form provided by law, viz:

1. State your correct name, age, residence and business address.
2. State the model, make, serial number, color and the current year license tag number of the 1968 Ford automobile which is the subject matter of this litigation.
3. State the name and location of the person, firm or corporation from whom you purchased this 1968 Ford automobile.
4. State the name and location of any mechanic, garage, or person, firm or corporation, who examined, inspected, worked on or is otherwise acquainted with any alleged defect in said 1968 Ford automobile or any part or part thereof.
5. State whether or not you have discussed with any engineer, mechanic, garage, or person, firm or corporation the nature of the defect, if any, in said 1968 Ford automobile. If your answer is in the affirmative then state (a) the name and address of the person with whom you had this conversation.

(b) When this conversation occurred. (c) Where said conversation occurred. (d) What was the substance of this conversation.

6. Please state in detail in what manner said 1968 Ford automobile was not fit for the ordinary purposes for which such automobile was used, including, but not limited to, the following: (a) The particular defect or defects, if any, in said 1968 Ford automobile which made it unfit for the ordinary purposes for which such automobile was used. (b) The particular manner in which the defect or defects, if any, listed in interrogatory #6 (a) above made said 1968 Ford automobile unfit for the ordinary purposes for which such automobile was used. (c) How you discovered the particular defect or defects, if any, in said 1968 Ford automobile which made it unfit for the ordinary purposes for which such automobile was used.

7. Please state in detail in what manner said 1968 Ford automobile was not fit and proper to be used in the usual and customary manner for which such automobile was used, including but not limited to, the following: (a) The particular defect or defects, if any, in said 1968 Ford automobile which made it unfit and improper to be used in the usual and customary manner for which such automobile was used. (b) The particular manner in which the defect or defects, if any, listed in interrogatory #7 (a) above made said 1968 Ford automobile unfit and improper to be used in the usual and customary manner for which such automobile was used. (c) How you discovered the particular defect or defects, if any, which made said 1968 Ford automobile unfit and improper to be used in the usual and customary manner for which such automobiles are intended to be used.

8. Please state, in detail, how said 1968 Ford automobile was imminently dangerous to life or limb when put to the intended use of said automobile in the usual and customary manner, including, but not limited to, the following: (a) The particular defect or defects, if any, in said 1968 Ford automobile which made it imminently dangerous to life or limb when put to its intended use in the usual and customary manner. (b) The particular manner in which the defect or defects, if any, listed in interrogatory #8 (a) above made said 1968 Ford automobile imminently dangerous to life or limb when put to its intended use in the usual and customary manner. (c) How you discovered the particular defect or defects, if any, in said 1968 Ford automobile which made it imminently dangerous to life or limb when put to its intended use in the usual and customary mannner.

9. Please state, in detail, in what manner the steering assembly of said 1968 Ford automobile was defectively manufactured, including, but not limited to, the following: (a) The part or parts of the steering assembly, if any, which was or were defectively manufactured. (b) The manner in which the part or parts listed in interrogatory #9 (a) above if any, was or were defectively manufactured. (c) What effect, if any, the part or parts listed in interrogatory #9 (a) above, if any, had on the function and operation of said steering assembly of said 1968 Ford automobile on the occasion complained of in plaintiff's complaint. (d) The present location of the part or parts listed in interrogatory #9 (a) above, if any. (e) Who manufactured said part or parts listed in interrogatory #9 (a) above, if any.

10. Please state, in detail, the manner in which the steering assembly of said 1968 Ford automobile was defectively

constructed, including, but not limited to, the following:

(a) The part or parts of said steering assembly, if any, which was or were defectively constructed. (b) The manner in which the part or parts listed in interrogatory #10 (a) above, if any, was or were defectively constructed. (c) What effect, if any, the part or parts listed in interrogatory #10 (a) above, if any, had on the function or operation of the steering assembly of the said 1968 Ford automobile on the occasion complained of in this complaint. (d) The present location of the part or parts listed in interrogatory #10 (a) above, if any. (e) Who constructed said part or parts listed in interrogatory #10 (a) above.

11. Please state, in detail, the manner in which the steering assembly of said 1968 Ford automobile was defectively built, including, but not limited to, the following: (a) The part or parts of said steering assembly, if any, which was or were defectively built. (b) The manner in which the part or parts listed in interrogatory #11 (a) above, if any, was or were defectively built. (c) What effects, if any, the part or parts listed in interrogatory #11 (a) above, if any, had on the function and operation of said steering assembly of said 1968 Ford automobile on the occasion complained of in plaintiff's complaint. (d) The present location of the part or parts listed in interrogatory #11 (a) above, if any. (e) Who built said part or parts listed in interrogatory #11 (a) above.

12. Please state, in detail, the manner in which the steering assembly of said 1968 Ford automobile was defectively assembled, including, but not limited to, the following:


(a) The part or parts of said steering assembly, if any which was or were defectively assembled. (b) The manner in which the part or parts listed in interrogatory #12 (a) above if any, was or were defectively assembled. (c) The effects, if any, the part or parts listed in interrogatory #13 (a) above had on the function and operation of said steering assembly of said 1968 Ford automobile on the occasion complained of in the plaintiff's complaint. (d) The present location of the part or parts listed in interrogatory #12 (a) above, if any. (e) Who assembled said part or parts listed in interrogatory #12 (a) above.

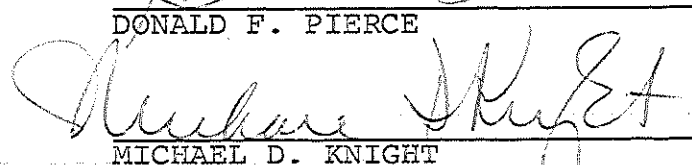
13. Please state, in detail, the manner in which the steering assembly of said 1968 Ford automobile was defectively designed, including, but not limited to, the following: (a) The part or parts of said steering assembly, if any, which was or were defectively designed. (b) The manner in which the part or parts listed in interrogatory #13 (a) above, if any, was or were defectively designed. (c) What effects, if any, the part or parts listed in interrogatory #13 (a) above, if any, had on the function and operation of said steering assembly of said 1968 Ford automobile on the occasion complained of in plaintiff's complaint. (d) The present location of said part or parts listed in interrogatory #13 (a) above, if any. (e) Who designed said part or parts listed in interrogatory #13 (a) above.

14. Please state, in detail, the manner in which the steering assembly of said 1968 Ford automobile failed or became inoperable on April 20, 1968, including, but not limited to, the following: (a) The part or parts of said steering

assembly, if any, which failed or became inoperable. (b) The manner in which the part or parts listed in interrogatory #14 (a) above, if any, failed or became inoperable. (c) What effects, if any, the part or parts listed in interrogatory #14 (a) above, had on the function and operation of said steering assembly of said 1968 Ford automobile on the occasion complained of in the plaintiff's complaint. (d) The present location of the part or parts listed in interrogatory #14 (a) above, if any.

15. Please state, in detail, in what manner the defendant, Ford Motor Company, had actual knowledge and notice of any breach of its warranty to the plaintiff prior to the filing of plaintiff's complaint.


DONALD F. PIERCE

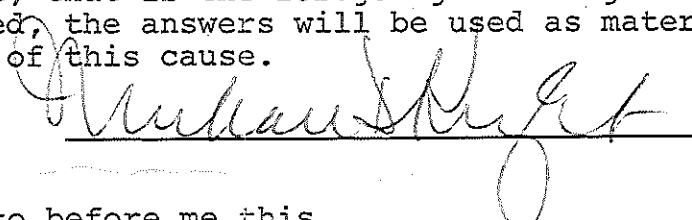

MICHAEL D. KNIGHT
Attorneys for the defendant,
Ford Motor Company

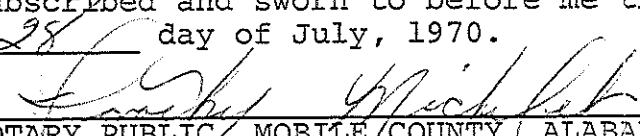
OF COUNSEL:

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON

STATE OF ALABAMA:
COUNTY OF MOBILE

Personally appeared me the undersigned authority, Michael D. Knight, who, after being first duly sworn, says that he is one of the attorneys for the defendant, Ford Motor Company, in the above-styled cause, that if the foregoing interrogatories are truthfully answered, the answers will be used as material evidence in the trial of this cause.


Subscribed and sworn to before me this
28 day of July, 1970.


NOTARY PUBLIC, MOBILE COUNTY, ALABAMA

Plaintiff may be served by serving copy of these interrogatories upon her attorney, William Roy Stokes, Esq., Brewton, Alabama

FILED

JUL 29 1970

ALICE J. DUCK CLERK
REGISTRAR

84-7-30-70

8617

Mittie Bell Rowell
P/t
vs.

Ford Motor Co. Inc.
+ Sales Ford Inc.
West

Interrogatories

RECEIVED

JUL 29 1970

TAYLOR WILKINS
SHERIFF

Executed this 30th day
July 1970 by serving
a copy of the within.

Attest.

Wm. Roy Stokes

on Asst. Byrme

Sheriff
Witness D.B.

FILED

JUL 29 1970

ALICE J. DUCK

CLERK
REGISTER

Hon. Wm. Roy Stokes
Sewer, Brewton, Ala.

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON

LAWYERS

30TH FLOOR - FIRST NATIONAL BANK BUILDING

MOBILE, ALABAMA

36601

MAILING ADDRESS:
P. O. DRAWER C
OR P. O. BOX 123

CABLE ADDRESS:
HAS
TELEPHONE
432-5511
AREA CODE 205

CHAS. C. HAND
C. B. ARENDALL, JR.
T. MASSEY BEDSOLE
THOMAS G. GREAVES, JR.
WM. BREVARD HAND
VIVIAN G. JOHNSTON, JR.
PAUL W. BROCK
ALEX F. LANKFORD, III
EDMUND R. CANNON
LYMAN F. HOLLAND, JR.
J. THOMAS HINES, JR.
DONALD F. PIERCE
LOUIS E. BRASWELL
HAROLD D. PARKMAN
G. PORTER BROCK, JR.
HARWELL E. COALE, JR.
STEPHEN G. CRAWFORD
JERRY A. MCDOWELL
W. RAMSEY MCKINNEY, JR.
LARRY U. SIMS
A. CLAY RANKIN, III
EDWARD A. HYNDMAN, JR.
MICHAEL D. KNIGHT

November 4, 1969

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

Re: Mittie Bell Rowell, Plaintiff, vs.
Ford Motor Company, Inc., a corporation,
and Sales Ford, Inc., a corporation,
Defendants - Case No. 8617 - Circuit
Court of Baldwin County, Alabama

Dear Mrs. Duck:

Please file Defendant Ford Motor Company, Inc.'s
demurrer in the above-styled cause.

Would you please indicate receipt of this demurrer on
the duplicate copy of this letter enclosed herewith and
return same to us in the self-addressed envelope also
enclosed herewith.

With best personal regards,

Very truly yours,



For the Firm

DFP/dm
Encl.

FILED

NOV 5 1969

ALICE J. DUCK CLERK
REGISTER

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON
LAWYERS

30TH FLOOR-FIRST NATIONAL BANK BUILDING

MOBILE, ALABAMA

36601

MAILING ADDRESS:
P. O. DRAWER C
OR P. O. BOX 123

CABLE ADDRESS:
HAB
TELEPHONE
432-5511
AREA CODE 205

CHAS. C. HAND
C. B. ARENDALL, JR.
T. MASSEY BEDSOLE
THOMAS G. GREAVES, JR.
WM. GREVARD HAND
VIVIAN G. JOHNSTON, JR.
PAUL W. BROCK
ALEX F. LANKFORD, III
EDMUND R. CANNON
LYMAN F. HOLLAND, JR.
J. THOMAS HINES, JR.
DONALD F. PIERCE
LOUIS E. BRASWELL
HAROLD D. PARKMAN
G. PORTER BROCK, JR.
HARWELL E. COALE, JR.
STEPHEN G. CRAWFORD
JERRY A. MCDOWELL
W. RAMSEY MCKINNEY, JR.
LARRY U. SIMS
A. CLAY RANKIN, III
EDWARD A. HYNDMAN, JR.
MICHAEL D. KNIGHT
G. HAMP UZZELLE, III
THOMAS GUY GREAVES, III

July 28, 1970

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

Re: Mittie B. Rowell v.
Ford Motor Company, et al.
Case No. 8617

Dear Mrs. Duck:

We enclose herein interrogatories propounded by the defendant, Ford Motor Company, in this case to the plaintiff, Mittie Bell Rowell. Would you please file these interrogatories on behalf of the defendant, Ford Motor Company, and serve a copy of same upon the plaintiff by serving her attorney, William Roy Stokes in Brewton, Alabama.

Please acknowledge receipt of these interrogatories by signing the enclosed tissue copy of this letter.

In addition, may we respectfully request that you issue a subpoena duces tecum to the D. W. McMillan Memorial Hospital 79 in Brewton, Alabama, for the hospital records pertaining to the treatment of Mittie Bell Rowell during the period April 20, 1968, through and including the present time.

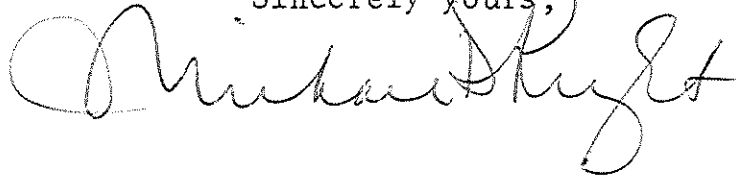
We also enclose for filing Motion for Production of certain parts of the automobile made the basis of this lawsuit, together with a motion for the production of the names of plaintiff's expert witnesses. Would you please file these on behalf of the defendant, Ford Motor Company. Your acknowledgement of the interrogatories on the tissue copy of this letter will also serve to acknowledge receipt of these two latter motions.

Mrs. Alice Duck, Clerk
July 28, 1970
Page 2

We also enclose a Notice for taking the deposition of Dr. Robert L. Hays in Brewton, Alabama. Please file the same on behalf of Ford Motor Company.

Thank you for your assistance.

Sincerely yours,



For the Firm

MDK.bb

Enclosures

P.S. Mrs. Duck, as an afterthought, and anticipating that this case will probably be set for trial on your next jury term which should come up shortly, may I inquire as to whether or not the judge will rule on the latter two motions filed in this cause shortly. I do not know, frankly, whether the attorneys for the plaintiff have any objection to the motion. I will ask that they each, separately, contact you in this regard. If there is no objection, would you please ask the judge to rule on the motions at his earliest convenience so that we might obtain the matters indicated therein. If there is objection, may we respectfully request that the court specially set these matters down for hearing on the pleadings so that we can get them settled sufficiently in advance of trial to prepare our case properly.

In addition, I do not recall whether or not the court has ruled on our demurrers last filed on behalf of the defendant, Ford Motor Company, to the plaintiff's complaint as last amended. If so, may we have your advice as to the results of that ruling. If the court has overruled our demurrer on behalf of Ford, we need to file an answer.



Michael D. Knight

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON

LAWYERS

30TH FLOOR-FIRST NATIONAL BANK BUILDING

MOBILE, ALABAMA

36601

MAILING ADDRESS:
P. O. DRAWER C
OR P. O. BOX 123

CABLE ADDRESS:
HAB
TELEPHONE
432-5511
AREA CODE 205

CHAS. C. HAND
C. B. ARENDALL, JR.
T. MASSEY BEDSOLE
THOMAS G. GREAVES, JR.
WM. BREVARD HAND
VIVIAN G. JOHNSTON, JR.
PAUL W. BROCK
ALEX F. LANKFORD, III
EDMUND R. CANNON
LYMAN F. HOLLAND, JR.
J. THOMAS HINES, JR.
DONALD F. PIERCE
LOUIS E. BRASWELL
HAROLD D. PARKMAN
G. PORTER BROCK, JR.
HARWELL E. COALE, JR.
STEPHEN G. CRAWFORD
JERRY A. McDOWELL
W. RAMSEY MCKINNEY, JR.
LARRY U. SIMS
A. CLAY RANKIN, III
EDWARD A. MYNDRMAN, JR.
MICHAEL D. KNIGHT
G. HAMP UZZELLE, III
THOMAS GUY GREAVES, III

August 7, 1970

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

Re: Mittie B. Rowell v.
Ford Motor Company, et al.
Case No. 8617

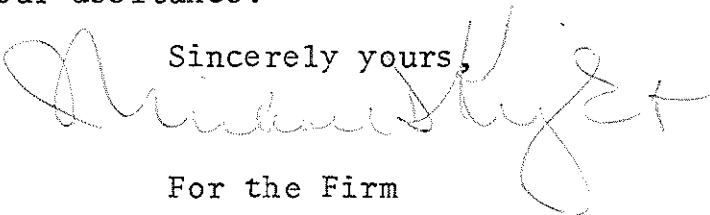
Dear Mrs. Duck:

I enclose herein notice of the taking of the depositions of John Cole, Donald Ray Vernon and Johnny Rowell in this case on Tuesday, August 25, 1970 beginning at 2:00 p.m. in the courthouse. I have, in the past, been advised that there is a room available in your courthouse where depositions may be taken. If it necessary to reserve this room for the taking of depositions, would you please do so on behalf of the defendant, Ford Motor Company, for the 25th beginning at 2:00 and continuing until at least 5:00, I would think.

We also need to issue subpoenas in accordance with the notice to deponents.

Thank you for your assistance.

Sincerely yours,



For the Firm

MDK/er

Enclosure

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON
LAWYERS

30TH FLOOR-FIRST NATIONAL BANK BUILDING

MOBILE, ALABAMA

36601

MAILING ADDRESS:
P. O. DRAWER C
OR P. O. BOX 123

CABLE ADDRESS:
HAB
TELEPHONE
432-5511
AREA CODE 205

CHAS. C. HAND
C. S. ARENDALL, JR.
T. MASSEY BEDSOLE
THOMAS G. GREAVES, JR.
WM. BREVARD HAND
VIVIAN G. JOHNSTON, JR.
PAUL W. BROCK
ALEX F. LANKFORD, III
EDMUND R. CANNON
LYMAN F. HOLLAND, JR.
J. THOMAS HINES, JR.
DONALD F. PIERCE
LOUIS E. BRASWELL
HAROLD D. PARKMAN
G. PORTER BROCK, JR.
HARWELL E. COALE, JR.
STEPHEN G. CRAWFORD
JERRY A. MCDOWELL
W. RAMSEY MCKINNEY, JR.
LARRY U. SIMS
A. CLAY RANKIN, III
EDWARD A. HYNOMAN, JR.
MICHAEL D. KNIGHT
G. HAMP UZZELLE, III
THOMAS GUY GREAVES, III

August 13, 1970

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

Re: Mittie B. Rowell v.
Ford Motor Company, et al
Case No. 8617

Dear Mrs. Duck:

I enclose herein notice of the taking of the depositions of John Cole, Donald Ray Vernon and Johnny Rowell which I failed to enclose in my letter of August 7, 1970.

Sincerely yours,

Michael D. Knight

For the Firm

MDK/er

Enclosure

MITTIE BELL ROWELL,	Ø	
	Ø	IN THE CIRCUIT COURT OF
PLAINTIFF,	Ø	
	Ø	BALDWIN COUNTY, ALABAMA
VS.	Ø	
	Ø	AT LAW
FORD MOTOR COMPANY, INC.,	Ø	
A CORPORATION, and SALES	Ø	CASE NO. 8617
FORD, INC., A CORPORATION,	Ø	
jointly and severally,	Ø	
	Ø	
DEFENDANTS.	Ø	

Before me, the undersigned authority in and for the State of Alabama, personally appeared Mittie Bell Rowell, the plaintiff in the above styled cause and the said undersigned hereby certifies that the following are the answers to the said interrogatories, and that Mittie Bell Rowell, who is known to me, signed the answers to the said interrogatories, and acknowledged the same before me on this day, and is fully aware of the said interrogatories and that she answered the said interrogatories as follows:

1. Mittie Bell Rowell, Fifty-eight (58) years old, 323 St. Nicholas Avenue, Brewton, Alabama, 36426, unemployed.
2. 1968 model Two (2) Door Fairlane Hard Top, Serial Number 8A30F199611, green, no tag was ever issued.
3. My husband, Miles G. Rowell, purchased the car from a salesman by the name of John Cole who was working for Sales Ford, Inc., a Corporation or J-W Sales Ford, Inc., a Corporation. The sale was made in Monroeville, Alabama.
4. Ollie Cross, a mechanic, looked at the car. His address is unknown to me but he lives in Andalusia, Alabama. Another mechanic by the name of Nix whose first name is unknown to me and whose address is unknown to me looked at the vehicle.
5. I do not remember discussing the nature of any defect with the above named individuals in paragraph four (4).
6. (a) The vehicle started going to the right and my husband tried to steer it back to the left and he could not steer it because of some defect in the steering mechanism.
- (b) The steering mechanism was defective.

(c) The defect was discovered when my husband tried to steer the car back to the left and because of the defective steering mechanism, he could not turn it back and the car wrecked.

7. (a) The vehicle started going to the right and my husband tried to steer it back to the left and he could not steer it because of some defect in the steering mechanism.

(b) The steering mechanism was defective.

(c) The defect was discovered when my husband tried to steer the car back to the left and because of the defective steering mechanism, he could not turn it back and the car wrecked.

8. (a) My husband and I were going to a fishing camp and while on the highway the vehicle started going to the right and my husband tried to steer it back to the left and he could not steer it because of some defect in the steering mechanism.

(b) The steering mechanism was defective.

(c) The defect was discovered when my husband tried to steer the car back to the left and because of the defective steering mechanism, he could not turn it back and the car wrecked.

9. (a) I do not know.

(b) I do not know.

(c) I do not know.

(d) I do not know.

(e) I do not know.

10. (a) I do not know.

(b) I do not know.

(c) I do not know.

(d) I do not know.

(e) I do not know.

11. (a) I do not know.

(b) I do not know.

- (c) I do not know.
(d) I do not know.
(e) I do not know.
12. (a) I do not know.
(b) I do not know.
(c) I do not know.
(d) I do not know.
(e) I do not know.
13. (a) I do not know.
(b) I do not know.
(c) I do not know.
(d) I do not know.
(e) I do not know.
14. (a) I do not know.
(b) I do not know.
(c) I do not know.
(d) I do not know.
15. I do not know.

The said Mittie Bell Rowell hereby certifies that the above answers are true to the best of her knowledge, information and belief.

Mittie Bell Rowell
MITTIE BELL ROWELL

Sworn to and subscribed before me on this the 6th day of November, 1970.

Kathryn D. Hudson
NOTARY PUBLIC.

6th I, Wm. Roy Stokes, hereby certify that I have this the day of November, 1970 served a copy of the foregoing instrument on Honorable Michael D. Knight, of counsel, by mailing a copy of same to him by United States mail, postage prepaid, addressed to him at P. O. Box 123, Mobile, Alabama, 36601.

Wm. Roy Stokes
WM. ROY STOKES.

FILED

NOV 7, 1970

ALICE J. DUCK CLERK
REGISTER

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON

LAWYERS

30TH FLOOR-FIRST NATIONAL BANK BUILDING

MOBILE, ALABAMA

36601

MAILING ADDRESS:
P. O. DRAWER C
OR P. O. BOX 123

CABLE ADDRESS:
HAB
TELEPHONE
432-5511
AREA CODE 205

CHAS. C. HAND
C. B. ARENDALL, JR.
T. MASSEY BEDSOLE
THOMAS G. GREAVES, JR.
WM. BREYARD HAND
VIVIAN C. JOHNSTON, JR.
PAUL W. BROCK
ALEX F. LANKFORD, III
EDMUND R. CANNON
LYMAN F. HOLLAND, JR.
J. THOMAS HINES, JR.
DONALD F. PIERCE
LOUIS E. BRASWELL
HAROLD D. PARKMAN
G. PORTER BROCK, JR.
HARWELL E. COALE, JR.
STEPHEN G. CRAWFORD
JERRY A. MCDOWELL
W. RAMSEY MCKINNEY, JR.
LARRY U. SIMS
A. CLAY RANKIN, III
EDWARD A. HYNDMAN, JR.
MICHAEL D. KNIGHT
G. HAMP UZZELLE, III
THOMAS GUY GREAVES, III

December 2, 1970

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

Re: Mittie B. Rowell v.
Ford Motor Company et al.
Case No. 8617

Dear Mrs. Duck:

I enclose herein the original and one copy of a notice of the taking of the deposition of Dr. Robert Hayes in Brewton, Alabama, on December 11, 1970. Would you please file the original in this case on behalf of Ford Motor Company and issue a subpoena duces tecum to Dr. Hayes as directed by the notice.

Sincerely yours,



For the Firm

MDK.er

Enclosures

STOKES AND HART

ATTORNEYS AT LAW
315 EVERGREEN AVENUE
BREWTON, ALABAMA 36426

TELEPHONE AREA CODE 205 867-4671

WM. ROY STOKES

JAMES E. HART, JR.

MAILING ADDRESS
P. O. BOX 954
BREWTON, ALABAMA 36426

November 6, 1970

Honorable Alice J. Duck
Circuit Clerk
Bay Minette, Alabama

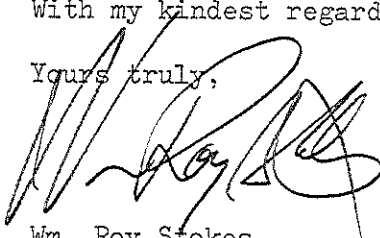
Re: Rowell v Ford Motor Co., et al
Case Number 8617

Dear Mrs. Duck:

I am enclosing herewith answers of the plaintiff to interrogatories propounded by Ford Motor Company, a Corporation and am this day sending a copy of the answers to Honorable Michael D. Knight, of counsel, P. O. Box 123, Mobile, Alabama.

With my kindest regards, I remain

Yours truly,



Wm. Roy Stokes

WRS:kh
Enclosures

INGE, TWITTY, DUFFY & PRINCE

LAWYERS

FRANCIS H. INGE (1902-1959)
THOS. E. TWITTY
RICHARD H. INGE
THOS. E. TWITTY, JR.
JAMES J. DUFFY, JR.
SYDNEY R. PRINCE, III
JOHN N. LEACH, JR.

MERCHANTS NATIONAL BANK BUILDING

MOBILE, ALABAMA

36602

MAILING ADDRESS:

P. O. BOX 1109
MOBILE, ALA.
36601

CABLE ADDRESS:

TWINING
TELEPHONE
433-5441

December 28, 1970

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

Re: Mittie Bell Rowell vs. Ford Motor
Company, Inc. and Sales Ford, Inc.
Case No. 8617

Dear Mrs. Duck:

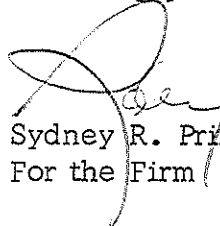
I am enclosing herewith the original and a copy of the cross-claim of defendant Sales Ford, Inc. against defendant Ford Motor Company, Inc. in Case No. 8617. Service on the other parties to this lawsuit has been certified.

I note that this case has been set for trial on January 12, 1971. I feel certain that Ford Motor Company's attorneys are going to want to file further pleadings in response to our cross-claim and that this is probably going to delay the trial of this case.

Also enclosed herein are copies of Sales Ford's answer to the plaintiff's complaint as last amended which have also been served on opposing counsel.

With best wishes for a Happy New Year.

Cordially yours,



Sydney R. Prince, III
For the Firm

SRP, III:tt
Enclosures
cc: Hon. Telfair J. Mashburn

1 file

GIBBONS & STOKES

ATTORNEYS AT LAW
160 CONGRESS STREET
MOBILE, ALABAMA
TELEPHONE 433-2611

E. GRAHAM GIBBONS
D. F. STOKES, III
WILLIAM L. HOWELL

June 11, 1969

MAILING ADDRESS
P. O. BOX 295
MOBILE, ALABAMA 36601

Mr. Sydney R. Prince, III
Attorney at Law
P. O. Box 1109
Mobile, Alabama, 36601

Re: Mittie Bell Rowell vs Sales Ford, Inc.
Case No. 8617

Dear Mr. Prince:

This letter will acknowledge receipt of the copy of your demurrers. Please advise of a convenient time to either submit the demurrers or go over and argue the same. I believe we can arrange a setting time for oral argument on the demurrers with the Judge. Please advise.

Sincerely,

E. Graham Gibbons

EGG/al

C
O
P
Y

MITTIE BELL ROWELL,

PLAINTIFF,

VS.

SALES FORD, INC., A CORPORATION,

DEFENDANT.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 8617

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 South Flomaton, Florida 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, Miles G. Rowell, purchased a new 1968 Ford automobile for a valuable consideration from Defendant's Ford Dealership in South Flomaton, Florida, and in accordance with Defendant's instructions possession of the said sold automobile was taken by Miles 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, Miles 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, Miles 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, Miles G. Rowell, and to the members of his family that said purchased automobile was fit and proper to be used in driving.

COUNT TWO

The Plaintiff, Mittie Bell Rowell, claims of the Defendant, Sales Ford, Inc., a Corporation, \$50,000.00 damages for a breach of warranty in the sale of a new 1968 Ford Automobile, by Defendant to the Plaintiff's husband, Miles G. Rowell, on to-wit, the 20th day of April, 1968, which the defendant warranted to be fit and proper to be used in driving, when in fact the said automobile became inoperable on, to-wit, April 20, 1968 while being driven along Alabama Highway 59 a public roadway in Baldwin County, Alabama 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 Plaintiff's husband that said automobile was fit and proper to be used in driving. Plaintiff demands a trial by jury.

FILED

MAR 21 1969

ALICE J. DUCK

CLERK
REGISTER

ATTORNEYS FOR PLAINTIFF:

W. Roy Stokes
WM. ROY STOKES

GIBBONS & STOKES

William L. Howell
WILLIAM L. HOWELL

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

MITTIE BELL ROWELL,) IN THE CIRCUIT COURT OF
 Plaintiff,) BALDWIN COUNTY, ALABAMA
 VS.) AT LAW
 FORD MOTOR COMPANY, INC.,)
 a corporation, and SALES FORD,)
 INC., a corporation, jointly and)
 individually,) CASE NO. 8617
 Defendants.

DEMURRER

Comes now the defendant, SALES FORD, INC., a corporation, in the above styled cause and refiles its demurrers heretofore filed in this cause to the plaintiff's complaint as last amended. Said defendant demurs to the amended complaint on the separate and several grounds set forth in the defendant's demurrer to the complaint heretofore filed herein.

INGE, TWITTY, DUFFY & PRINCE

By Sydney R. Prince, III
 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 19 day of Oct, 1969.

Attorney for

FILED

OCT 14 1969

ALICE J. DUCK CLERK REGISTER