

| | | |
|-----------------------------|---|-------------------------|
| JAMES R. JOHNSON, | Ø | IN THE CIRCUIT COURT OF |
| Plaintiff | Ø | |
| -VS- | Ø | BALDWIN COUNTY, ALABAMA |
| THE STAPLETON WATER SYSTEM, | Ø | |
| a corporation, and | Ø | AT LAW |
| OMA LEE DYESS, individually | Ø | |
| and doing business as | Ø | |
| DYESS PURE SERVICE STATION, | Ø | |
| Defendants | Ø | CASE NO. 8,800 |

ANSWER TO AMENDED COMPLAINT

Comes now the Defendant Oma Lee Dyess, individually and doing business as Dyess Pure Service Station, and for answer to the Plaintiff's complaint, as last amended, to each and every count thereof, separately and severally, says as follows:

1. Not guilty.

Kenneth Cooper
 ATTORNEY FOR DEFENDANT
 Oma Lee Dyess, individually
 and doing business as
 Dyess Pure Service Station

CERTIFICATE OF MAILING

I certify that I have mailed a copy of the foregoing Answer to Amended Complaint to:

| | |
|----------------------------|------------------------------|
| Chason, Stone and Chason | Foreman, Brown and Hudgens |
| 157 Hoyle Avenue | Suite 210, Van Antwerp Bldg. |
| Bay Minette, Alabama 36507 | Mobile, Alabama 36602 |
| Attorneys for Plaintiff | Attorneys for the Defendant |
| | The Stapleton Water System |

by depositing the same in the United States Mail, postage prepaid, at Bay Minette, Alabama, on this ~~29th~~ ^{4th} day of ~~June~~ ^{OCT}, 1971.

Kenneth Cooper
 ATTORNEY FOR DEFENDANT
 Oma Lee Dyess, individually
 and doing business as
 Dyess Pure Service Station

FILED

OCT 4 1971

LUNICE B. BLACKMON CIRCUIT CLERK

JAMES R. JOHNSON,
Plaintiff,

-vs-

THE STAPLETON WATER SYSTEM,
a corporation, and OMA LEE
DYESS, individually and
d/b/a DYESS PURE SERVICE
STATION,

Defendants.

IN THE CIRCUIT COURT
OF
BALDWIN COUNTY,
ALABAMA
AT LAW
CASE NUMBER 8,800

A N S W E R

Comes now the Defendant Stapleton Water System, a corporation,
and for Answer to the Plaintiff's Complaint and each count thereof
sets down and assigns the following pleas, separately and severally,
as follows:

1. Not guilty.

2. For that at the time and place and on the occasion
complained of the Plaintiff was herself guilty of negligence
which proximately contributed her injuries and damages in that
she failed to watch her step or keep a proper lookout as she
was walking across the premises where she fell. Wherefore
Plaintiff should have and recover nothing of the Defendant
Stapleton Water System.

BROWN, HUDGENS, FULFORD, SINTZ
and RICHARDSON
Attorneys for the Defendant
Stapleton Water System.

By

PETER V. SINTZ

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 4th
day of Oct, 1971, served a copy of the
foregoing pleading on counsel for all parties to this
proceeding by mailing the same by United States mail,
properly addressed, and first class postage prepaid.

FILED

OCT 5 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

JAMES R. JOHNSON,

Plaintiff

-VS-

THE STAPLETON WATER SYSTEM,
a corporation, and
OMA LEE DYESS, individually
and doing business as
DYESS PURE SERVICE STATION,

Defendants

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 8,800

DEMURRER TO AMENDED COMPLAINT

Comes now Defendant Oma Lee Dyess, individually and doing business as Dyess Pure Service Station, and demurs to the Plaintiff's Complaint, as last amended, and to each and every count thereof, separately and severally, on the following separate and several grounds, to wit:

1. Sufficient facts are not alleged therein to state a cause of action.
2. Sufficient facts are not alleged therein to state a claim upon which relief can be granted.
3. The allegations set forth therein are ambiguous.
4. The allegations set forth therein are vague, uncertain and indefinite.
5. The allegations set forth therein are so vague, uncertain and indefinite that said Defendant is not sufficiently apprised of what it is called upon to defend against in this cause.
6. That the allegations set forth therein are mere conclusions of the pleader unsupported by sufficient averments of fact.
7. For aught appearing therein, said Defendant owed no legal duty to the Plaintiff at the time and place complained of.
8. Sufficient facts are not alleged therein to show the existence of any legal duty owing from said Defendant to the Plaintiff at the time and place and with respect to the matters and things complained of therein.

9. For aught appearing therein, said Defendant did not breach any legal duty owed by said Defendant to the Plaintiff at the time and place complained of therein.

10. Sufficient facts are not alleged therein to show the breach of any legal duty owing by said Defendant to the Plaintiff at the time and place and with respect to the matters and things complained of therein.

11. For aught appearing therein, Plaintiff's damages and injuries complained of were not proximately caused by the breach on the part of said Defendant of any legal duty owing by said Defendant to the Plaintiff at the time and place and with respect to the matters and things complained of therein.

12. Sufficient facts are not alleged therein to show a sufficient causal connection between the Plaintiff's damages and injuries complained of therein and the breach of any legal duty owing by said Defendant to the Plaintiff at the time and place and with respect to the matters and things complained of therein.

13. It does not sufficiently appear therein that the Plaintiff's damages and injuries complained of therein were proximately caused by the breach of any legal duty owing by said Defendant to the Plaintiff at the time and place and with respect to the matters and things complained of therein.

14. The quo modo of the alleged negligence on the part of said Defendant charged therein is not sufficient to show as a matter of law that said Defendant was guilty of actionable negligence at the time and place and with respect to the matters and things complained of therein.

15. The quo modo of the alleged breach of legal duty on the part of said Defendant charged therein is not sufficient to show as a matter of law that said Defendant was guilty of the breach of any legal duty owed by said Defendant to the Plaintiff at the time

and place and with respect to the matters and things complained of therein.

16. It does not sufficiently appear from the allegations set forth therein how and in what respect said Defendant was negligent at the time and place complained of.

17. There is a misjoinder of causes of action therein.

18. For that sufficient facts are not alleged therein to show as a matter of law that an occurrence or occurrences reasonably similar to the one causing the Plaintiff's damages and injuries complained of therein were reasonably foreseeable by said Defendant.

19. For aught appearing therein, some intervening act and not the alleged negligence of said Defendant proximately caused the Plaintiff's damages and injuries complained of therein.

20. For aught appearing therein, the alleged negligence on the part of said Defendant was at most a remote cause of Plaintiff's damages and injuries complained of therein.

21. Sufficient facts are not alleged therein to show as a matter of law that the Plaintiff's damages complained of were proximately caused by an act for which said Defendant was legally responsible or liable to the Plaintiff at the time and place complained of therein.

22. For aught appearing therein, Plaintiff's damages and injuries complained of therein were proximately caused by an act for which said Defendant was in no way legally responsible or liable to the Plaintiff at the time and place complained of therein.

23. Said count is vague, uncertain and indefinite in that it charges or attempts to charge said Defendant with negligence in many different particulars yet the allegations set forth therein do not make it sufficiently clear as to which of said particulars,

or combination thereof, proximately caused Plaintiff's damages and injuries complained of therein.


24. For that the facts averred do not constitute negligence as a matter of law.

25. For that it does not sufficiently appear how or in what manner this Defendant was guilty of negligence.

26. For that the quo modo of Defendant's alleged negligence is set forth in said count and the facts therein averred are insufficient to constitute negligence as a matter of law.

27. For that said count shows no breach of duty or negligence on the part of the Defendant or its agents, servants or employees.

28. Said count is vague, uncertain and indefinite in that it charges or attempts to charge said Defendant with negligence in many different particulars yet the allegations set forth therein do not make it sufficiently clear as to which of said particulars, or combination thereof, constituted the breach of a legal duty on the part of said Defendant owing by said Defendant to the Plaintiff at the time and place complained of therein.


ATTORNEY FOR DEFENDANT
Oma Lee Dyess, individually
and doing business as
Dyess Pure Service Station

CERTIFICATE OF MAILING

I certify that I have mailed a copy of the foregoing Demurrer to Amended Complaint to:

Chason, Stone and Chason
157 Hoyle Avenue
Bay Minette, Alabama 36507
Attorneys for Plaintiff

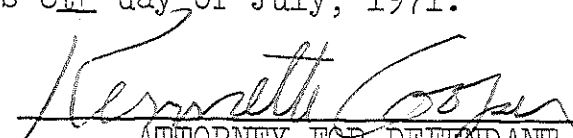
Foreman, Brown and Hudgens
Suite 210, Van Antwerp Building
Mobile, Alabama 36602
Attorneys for Defendant
The Stapleton Water System

by depositing the same in the United States Mail, postage prepaid,
at Bay Minette, Alabama, on this 6th day of July, 1971.

FILED

JUL 6 1971

EUNICE B. BLACKMON CIRCUIT CLERK

VOL 68  ATTORNEY FOR DEFENDANT
-4-
68 77

JAMES R. JOHNSON,

Plaintiff,

vs.

THE STAPLETON WATER
SYSTEM, a corporation,
and OMA LEE DYESS,
individually and doing
business as DYESS PURE
SERVICE STATION,

Defendants.

*

*

*

*

*

*

IN THE CIRCUIT COURT

OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NUMBER 8800

DEMURRER TO AMENDED COMPLAINT

Comes now Defendant, THE STAPLETON WATER SYSTEM, a corporation, and demurs to the Plaintiff's Complaint, as last amended, and to each and every Count thereof, separately and severally, on the following separate and several grounds, to-wit:

1. Sufficient facts are not alleged therein to state a cause of action.
2. Sufficient facts are not alleged therein to state a claim upon which relief can be granted.
3. The allegations set forth therein are ambiguous.
4. The allegations set forth therein are vague, uncertain and indefinite.
5. The allegations set forth therein are so vague, uncertain and indefinite that said Defendant is not sufficiently apprised of what it is called upon to defend against in this cause.
6. The allegations set forth therein are mere conclusions of the pleader unsupported by sufficient averments of fact.
7. For aught appearing therein, said Defendant owed no legal duty to the Plaintiff at the time and place complained of.
8. Sufficient facts are not alleged therein to show the existence of any legal duty owing from said Defendant to the Plaintiff at the time and place and with respect to the matters and things complained of therein.

9. For aught appearing therein, said Defendant did not breach any legal duty owed by said Defendant to the Plaintiff at the time and place complained of therein.

10. Sufficient facts are not alleged therein to show the breach of any legal duty owing by said Defendant to the Plaintiff at the time and place and with respect to the matters and things complained of therein.

11. For aught appearing therein, Plaintiff's damages and injuries complained of were not proximately caused by the breach on the part of said Defendant of any legal duty owing by said Defendant to the Plaintiff at the time and place and with respect to the matters and things complained of therein.

12. Sufficient facts are not alleged therein to show a sufficient causal connection between the Plaintiff's damages and injuries complained of therein and the breach of any legal duty owing by said Defendant to the Plaintiff at the time and place and with respect to the Matters and things complained of therein.

13. It does not sufficiently appear therein that the Plaintiff's damages and injuries complained of therein were proximately caused by the breach of any legal duty owing by said Defendant to the Plaintiff at the time and place and with respect to the matters and things complained of therein.

14. The quo modo of the alleged negligence on the part of said Defendant charged therein is not sufficient to show as a matter of law that said Defendant was guilty of actionable negligence at the time and place and with respect to the matters and things complained of therein.

15. The quo modo of the alleged breach of legal duty on the part of said Defendant charged therein is not sufficient to show as a matter of law that said Defendant was guilty of the breach of any legal duty owed by said Defendant to the Plaintiff at the time and place and with respect to the matters and things complained of therein.

16. It does not sufficiently appear from the allegations set forth therein how and in what respect said Defendant was negligent at the time and place complained of.

17. There is a misjoinder of causes of action therein.

18. For that sufficient facts are not alleged therein to show as a matter of law that an occurrence or occurrences reasonably similar to the one causing the Plaintiff's damages and injuries complained of therein were reasonably foreseeable by said Defendant.

19. For aught appearing therein, some intervening act and not the alleged negligence of said Defendant proximately caused the Plaintiff's damages and injuries complained of therein.

20. For aught appearing therein, the alleged negligence on the part of said Defendant was at most a remote cause of Plaintiff's damages and injuries complained of therein.

21. Sufficient facts are not alleged therein to show as a matter of law that the Plaintiff's damages complained of were proximately caused by an act for which said Defendant was legally responsible or liable to the Plaintiff at the time and place complained of therein.

22. For aught appearing therein, Plaintiff's damages and injuries complained of therein were proximately caused by an act for which said Defendant was in no way legally responsible or liable to the Plaintiff at the time and place complained of therein.

23. For that the allegation that " . . . the Plaintiff's wife stepped on the cover which was in place over the water meter owned, maintained and used by the Defendant, The Stapleton Water System, on said premises and that said water meter cover was loose and unstable and said cover tilted when stepped upon by the Plaintiff's wife and the Plaintiff's wife's foot fell into said water meter . . . " is insufficient to charge this Defendant with any wrongful conduct.

24. Said Count is vague, uncertain and indefinite in that it charges or attempts to charge said Defendant with negligence in many different particulars yet the allegations set forth therein do not make it sufficiently clear as to which of said particulars, or combination thereof, proximately caused Plaintiff's damages and injuries complained of therein.

25. For that the facts averred do not constitute negligence as a matter of law.

26. For that it does not sufficiently appear how or in what manner this Defendant was guilty of negligence.

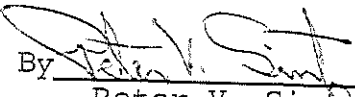
27. For that the quomodo of Defendant's alleged negligence is set forth in said Count and the facts therein averred are insufficient to constitute negligence as a matter of law.

28. For that said Count shows no breach of duty or negligence on the part of the Defendant or its agents, servants or employees.

29. Said Count is vague, uncertain and indefinite in that it charges or attempts to charge said Defendant with negligence in many different particulars yet the allegations set forth therein do not make it sufficiently clear as to which of said particulars, or combination thereof, constituted the breach of a legal duty on the part of said Defendant owing by said Defendant to the Plaintiff at the time and place complained of therein.

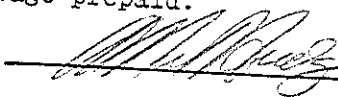
FOREMAN, BROWN AND HUDGENS
Attorneys for Defendant
The Stapleton Water System,
a corporation

By 
A. Neil Hudgens

By 
Peter V. Sintz

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 22nd
day of June 19 71 served a copy of the
foregoing pleading on counsel for all parties
to this proceeding by mailing same by United
States mail, properly addressed, and first
class postage prepaid.



FILED

JUN 24 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

| | | | |
|-----------------------------|---|--------|-------------------------|
| JAMES R. JOHNSON, | X | | |
| Plaintiff, | X | | |
| | X | | IN THE CIRCUIT COURT OF |
| vs. | X | | |
| | X | | BALDWIN COUNTY, ALABAMA |
| THE STAPLETON WATER | X | | |
| SYSTEM, a corporation; | X | | |
| OMA LEE DYESS, individually | X | AT LAW | CASE NO. <u>8800</u> |
| and doing business as Dyess | X | | |
| Pure Service Station, and | X | | |
| UNION OIL COMPANY OF | X | | |
| CALIFORNIA, a corporation, | X | | |
| separately and severally, | X | | |
| Defendants. | X | | |

AMENDED COMPLAINT

Comes now the Plaintiff in the above styled cause and amends his complaint heretofore filed in said cause so that, as amended, the same shall read as follows:

| | | | |
|------------------------|---|--------|-------------------------|
| JAMES R. JOHNSON, | X | | |
| Plaintiff, | X | | IN THE CIRCUIT COURT OF |
| | X | | |
| vs. | X | | BALDWIN COUNTY, ALABAMA |
| THE STAPLETON WATER | X | | |
| SYSTEM, a corporation, | X | | |
| and OMA LEE DYESS, | X | AT LAW | CASE NO. _____ |
| individually and doing | X | | |
| business as DYESS PURE | X | | |
| SERVICE STATION, | X | | |
| Defendants. | X | | |

COUNT ONE

The Plaintiff claims of the Defendants, separately and severally, the sum of Five Thousand Dollars (\$5,000.00) as damages for that heretofore on, to-wit: the 13th day of July, 1968, the Defendant, The Stapleton Water System, a corporation, was engaged in the business of furnishing water to members of

the general public in and about the community of Stapleton in Baldwin County, Alabama, and in such connection, did furnish water to the Defendant, Oma Lee Dyess doing business as Dyess Pure Service Station. That in connection with it's sale of water to the Defendant Dyess, the Defendant, The Stapleton Water System maintained a water meter on the premises owned by or in the possession and under the control of the Defendant Dyess, and that on, to-wit: the 13th day of July, 1968, the Plaintiff's wife was an invitee upon the premises occupied by Dyess Pure Service Station and while on such premises, the Plaintiff's wife attempted to walk from the front of the building located on the premises around the South side thereof to a restroom located in the Southeast part of the building and as she walked toward such restroom, the Plaintiff's wife stepped on the cover which was in place over the water meter owned, maintained and used by the Defendant, The Stapleton Water System, on said premises and that said water meter cover was loose and unstable and said cover tilted when stepped upon by the Plaintiff's wife and the Plaintiff's wife's foot fell into said water meter whereby the Plaintiff's wife sustained serious injuries to her foot or ankle. The Plaintiff alleges that at the time and place of such injury that Plaintiff's wife was in a place where she had a right to be and that her injuries and damages were proximately caused by the negligence of the Defendant, The Stapleton Water System, in failing to provide a cover for such water meter that would support the weight of the Plaintiff's wife without tilting and causing her to fall and further in failing to see that said cover was maintained in place at all times and further for the failure to warn the Plaintiff's wife of the existence of such cover and to protect her from injury caused by stepping into the hole housing such water meter and that said injuries and damages were further proximately caused by the negligence of the Defendant, Oma Lee Dyess, in failing to maintain

the premises under her possession and control in such manner as to warn the Plaintiff's wife of the danger to be encountered by stepping upon such water meter cover and further for failure to see that the cover over such water meter remained at all times in place and that the separate and several negligent failures of the Defendants in the performance of their duties to the Plaintiff's wife as such invitee proximately caused her injuries which consisted of a sprained or injured ligament in her leg, ankle or foot causing her to suffer great medical and hospital expenses and to incur additional expenses for drugs, special equipment, special shoes and special domestic help. She was caused to lose time from her employment where she was gainfully employed at the time of the injury and she suffered great mental and physical pain and anguish and she has suffered a permanent injury and the Plaintiff has thereby lost the services, company, companionship and consortium of his wife, all to his damage in the sum above mentioned, hence this suit.

CHASON, STONE & CHASON

By: John E. Chason
Attorneys for Plaintiff

FILED

MAR 16 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

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 15th day of March, 19 71

John E. Chason

JAMES R. JOHNSON,
Plaintiff

X
X

vs.

X IN THE CIRCUIT COURT OF
X BALDWIN COUNTY, ALABAMA

THE STAPLETON WATER SYSTEM, a
corporation, OMA LEE DYESS,
individually and doing
business as Dyess Pure
Service Station, and UNION
OIL COMPANY OF CALIFORNIA,
a corporation, separately
and severally,

X AT LAW CASE NO. 8800
X
X
X
X

Defendants.

APPEARANCE

Come now Chason, Stone & Chason, Attorneys at Law,
Bay Minette, Alabama and enter an appearance as attorneys for
the Plaintiff in the above styled cause this 16th day of
October, 1970.

CHASON, STONE & CHASON

By:

John Earle Chason

FILED

OCT 19 1970

ALICE J. DUCK CLERK
REGISTER

THE STAPLETON WATER SYSTEM, X
a corporation, OMA LEE DYESS,
individually and doing busi- X
ness as Dyess Pure Service
Station, and UNION OIL COM- X
PANY OF CALIFORNIA, a corpora-
tion, separately and severally X

CASE NO. 8800

Comes now the Defendant, Oma Lee Dyess, Individually, and d/b/a Dyess Pure Service Station, and demurs to the complaint heretofore filed in this cause, and to each and every count thereof, and assigns the following reasons therefor the following, separately and severally, to each and every count thereof, to-wit:

- Defendant, Oma Lee Dyess, demands a trial by jury in this cause.

ATTORNEY FOR DEFENDANT
OMA LEE DYESS.

19 day of July, 1969.

JUL 22 1969

CLERK
REGISTER

Y01

68 ~~68~~ 61

JAMES R. JOHNSON,

Plaintiff,

vs.

THE STAPLETON WATER SYSTEM,

a Corporation, et al

Defendant,

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

AT LAW

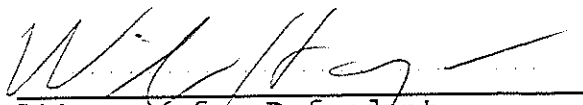
CASE NO. 8800

DEMURRER

Comes now defendant, the Stapleton Water System, a corporation and demurs to the bill of complaint and to each count thereof, separately and severally and files the following separate and several grounds of demurral:

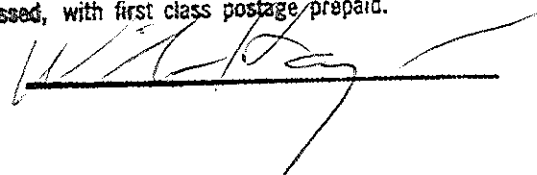
I

The complaint does not state a cause of action.


Attorney for Defendant

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 3rd day of August 1969 served a copy of the foregoing pleading on counsel for all parties to this proceeding by mailing the same by United States Mail, properly addressed, with first class postage prepaid.



FILED

AUG 4 1969

CLERK
REGISTER

STATE OF ALABAMA)
COUNTY OF BALDWIN)

CASE NO. 8800
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
AT LAW.

TO ANY SHERIFF OF THE STATE OF ALABAMA * * * GREETINGS:

You are hereby commanded to summon THE STAPLETON WATER SYSTEM, a corporation, OMA LEE DYESS, individually and doing business as Dyess Pure Service Station, and UNION OIL COMPANY OF CALIFORNIA, a corporation, to appear within thirty days from the service of this writ in the circuit court, to be held for said county at the place of holding the same, then and there to answer the complaint of JAMES R. JOHNSON.

Witness my hand, this 10 day of July, 1969.


Clerk

C O M P L A I N T

JAMES R. JOHNSON,

Plaintiff,

vs.

THE STAPLETON WATER SYSTEM, a corporation,
OMA LEE DYESS, individually and doing business
as Dyess Pure Service Station, and UNION OIL
COMPANY OF CALIFORNIA, a corporation, separately
and severally,

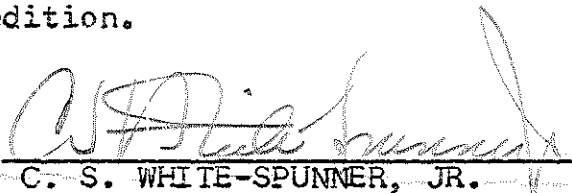
Defendants.


COUNT ONE

Plaintiff claims of the Defendants, separately and severally, the sum of Five Thousand and no/100 Dollars (\$5,000.00) as damages for that heretofore on, to-wit, the 13th day of July, 1968, the Defendant The Stapleton Water System, a corporation, was engaged in the business of furnishing water to members of the general public in and about the community of Stapleton in Baldwin County, Alabama, and on, to-wit, said date, the Plaintiff's wife, Jane G. Johnson, was an invitee upon the premises of the Defendant Oma Lee Dyess, individually and doing business as Dyess Pure Service Station, and at said time the said Defendant Oma Lee Dyess was then and there acting within the line and scope of her

authority as an agent of Defendant Union Oil Company of California, a corporation, said premises of the Defendant Oma Lee Dyess being located in and about the community of Stapleton in Baldwin County, Alabama, and while Plaintiff's said wife was upon the premises of the Defendant Oma Lee Dyess as aforesaid, and in a place where she had been invited to be and to walk, she stepped upon the cover of a water meter owned, maintained, and used by the Defendant The Stapleton Water System on said premises, and said water meter cover was loose and unstable and not affixed to said water meter, and said water meter cover tilted when stepped upon by the Plaintiff's wife and the Plaintiff's wife fell into said water meter, whereby her leg, ankle, and foot were temporarily and permanently injured, and she was caused to suffer great mental and physical pain and suffering and anguish which does continue until this time, and which will continue throughout her lifetime, and the Plaintiff has thereby lost the services, company, companionship, and consortium of his wife, and Plaintiff avers that his said injuries and damages aforesaid were proximately caused by the negligence of the Defendant The Stapleton Water System in that The Stapleton Water System did carelessly and negligently maintain said water meter and water meter cover, and Plaintiff further avers that his said injuries and damages aforesaid were proximately caused by the negligence of the Defendant Oma Lee Dyess, then acting within the line and scope of her duties as an agent of the Defendant Union Oil Company of California, in carelessly and negligently maintaining said premises in an unsafe condition.

Defendant respectfully
demands a trial by jury.


C. S. WHITE-SPUNNER, JR.
1404 E. A. Roberts Bldg.
Mobile, Alabama, 36602
Attorney for Plaintiff.


Defendant Oma Lee Dyess may be served at Dyess Pure Service Station, Stapleton, Alabama;

Defendant The Stapleton Water System, a corporation, may be served by service on A. H. Hale, President, or John Dean, Secretary-Treasurer, both Stapleton, Alabama;

Defendant Union Oil Company of California, a corporation, may be served by service on George E. Nelson, Plant Supervisor, 2708 Dauphin Street, Mobile, Alabama.

JUL 10 1969

VOL

68 PAGE 60

ALICE J. DUCK

CLERK
REGISTER

24-7-15-69

RAY D. BRIDGES
BY Wm. H. Butler

Witnessed by George E. Nelson Plaintiff
a California resident
County of San Diego State of California
Day 22 July 1969
15- Day 22 July 1969

NOTED FOR THE COURT.
RECEIVED
JUL 22 1969
COUNTY OF SAN DIEGO
CLERK OF SUPERIOR COURT

Bur
Jno. 4800 6378
James R. Johnson

15- Bur vs.
The Stapleton Water System

RECEIVED
JUL 15 9 38 AM '69
FILED
JUL 10 1969
CLERK REGISTER

ALICE J. DUCK

829 a.s. white spinner

Received 11 day of July 1969
and on 14 day of July 1969
I served a copy of the within check
on Anna Lee Ayres

Received 11 day of July 1969
and on 17 day of July 1969
I served a copy of the within check
on The Stapleton Water System

By service on Taylor Wilkins, Sheriff
BY Wm. H. Butler D.S.

By service on John Wilkins, Sheriff
BY Wm. H. Butler D.S.

Stapleton R T
24 miles at
Ten Cents per mile Total \$2.40
TAYLOR WILKINS, Sheriff

Sheriff claims 24 miles at
Ten Cents per mile Total \$2.40
BY Wm. H. Butler DEPUTY SHERIFF

| | | |
|--------------------------------|---|----------------------|
| JAMES R. JOHNSON, | * | IN THE CIRCUIT COURT |
| Plaintiff, | * | OF |
| vs. | * | BALDWIN COUNTY, |
| THE STAPLETON WATER SYSTEM, | * | ALABAMA |
| a corporation, OMA LEE DYESS, | * | |
| individually and doing | * | AT LAW |
| business as Dyess Pure Service | * | |
| Station, and UNION OIL COMPANY | * | |
| OF CALIFORNIA, a corporation, | * | |
| separately and severally, | * | |
| Defendants. | | |

CASE NO. _____

ADDITIONAL DEMURRER TO COMPLAINT

Comes now Defendant, THE STAPLETON WATER SYSTEM, a corporation and demurs to the Plaintiff's Complaint herein and each Count thereof, separately and severally, on the following separate and several additional grounds, to-wit:

1. Sufficient facts are not alleged therein to state a claim upon which relief can be granted.

2. The allegations set forth therein are ambiguous.

3. The allegations set forth therein are vague, uncertain and indefinite.

4. The allegations set forth therein are so vague, uncertain and indefinite that said Defendant is not sufficiently apprised of what it is called upon to defend against in this cause.

5. The allegations set forth therein are mere conclusions of the pleader unsupported by sufficient averments of fact.

6. For aught appearing therein, said Defendant owed no legal duty to the Plaintiff's wife at the time and place complained of.

7. Sufficient facts are not alleged therein to show the existence of any legal duty owing from said Defendant

to the Plaintiff's wife at the time and place and with respect to the matters and things complained of therein.

8. For aught appearing therein, said Defendant did not breach any legal duty owed by said Defendant to the Plaintiff's wife at the time and place complained of therein.

9. Sufficient facts are not alleged therein to show the breach of any legal duty owing by said Defendant to the Plaintiff's wife at the time and place and with respect to the matters and things complained of therein.

10. For aught appearing therein, Plaintiff's damages and injuries complained of were not proximately caused by the breach on the part of said Defendant of any legal duty owing by said Defendant to the Plaintiff's wife at the time and place and with respect to the matters and things complained of therein.

11. Sufficient facts are not alleged therein to show a sufficient causal connection between the Plaintiff's damages and injuries complained of therein and the breach of any legal duty owing by said Defendant to the Plaintiff's wife at the time and place and with respect to the matters and things complained of therein.

12. The quo modo of the alleged negligence on the part of said Defendant charged therein is not sufficient to show as a matter of law that said Defendant was guilty of actionable negligence at the time and place and with respect to the matters and things complained of therein.

13. The quo modo of the alleged breach of legal duty on the part of said Defendant charged therein is not sufficient to show as a matter of law that said Defendant was guilty of the breach of any legal duty owed by said Defendant to the Plaintiff's wife at the time and place and with respect to the matters and things complained of therein.

14. It does not sufficiently appear from the allegations set forth therein how and in what respect said Defendant was negligent at the time and place complained of.

15. There is a misjoinder of causes of action therein.

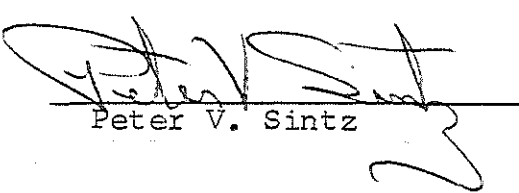
16. For aught appearing therein, said Defendant exercised a degree of care at the time and place and with respect to the matters and things complained of therein commensurate with the danger involved.

17. For aught appearing therein, some intervening act and not the alleged negligence of said Defendant proximately caused the Plaintiff's damages complained of therein.

18. For that the allegation therein contained that " . . . Plaintiff avers that his said injuries and damages aforesaid were proximately caused by the negligence of the Defendant The Stapleton Water System in that The Stapleton Water System did carelessly and negligently maintain said water meter and water meter cover . . . is but the conclusion of the pleader with insufficient averment of fact in support thereof.

FOREMAN, BROWN AND HUDGENS
Attorneys for Defendant
The Stapleton Water System,
a corporation

By 
A. Neil Hudgens


Peter V. Sintz

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 25th
day of August, 1969, served a copy of the
foregoing pleading on counsel for all parties to this proceeding
by mailing the same by United States mail, properly addressed,
and first class postage prepaid.