

JANE G. 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. 8,799

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. 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.

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 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 the 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

UNICE B. BLACKMON CIRCUIT CLERK

VOL 68 PAGE 36

Kenneth Cooper
ATTORNEY FOR DEFENDANT

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

July 24, 1969

CERTIFIED MAIL.

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

Dear Mrs. Duck:

Re: Jane G. Johnson vs. The Stapleton Water
System, a corporation, Oma Lee Dyess, indi-
vidually and doing business as Dyess Pure
Service Station, and Union Oil Company of
California, a corporation, separately and
severally. Case No. 8799.

I am enclosing the original and one copy of a demurrer of the defendant Union Oil Company of California to the complaint. Please file this and please notify me that it has been filed. I have served a copy of this on Mr. White-Spunner, counsel for the plaintiff, but I am enclosing an extra copy of the demurrer in case your practice in Baldwin County does not permit service of demurrers by counsel.

With kindest regards,

Cordially,


T. E. TWITTY.

TET:k
encl.

Plaintiff

VS.

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW
NO. 8799

6. There is a misjoinder of causes of action in said count.

7. There is a misjoinder of parties defendant.
8. It is not sufficiently shown therein that the defendants were joint tort feorsors with respect to the matters complained of.
9. It affirmatively appears therefrom that the defendants are sued therein "separately and severally" and not jointly and severally.
10. The allegations thereof are repugnant and contradictory.
11. It appears therefrom that the injuries and damages claimed by the plaintiff "were proximately caused by the negligence of the defendant The Stapleton Water System".
12. It does not sufficiently appear therefrom that the defendants were guilty of any concurrent negligence.
13. For aught appearing therefrom, the alleged negligence of the defendant The Stapleton Water System was the sole proximate cause of the injuries and damages complained of.
14. It does not sufficiently appear therefrom that the defendant Oma Lee Dyess was an agent, servant or employee of this defendant at the time and place of the matters and things complained of.
15. The allegation therein that the plaintiff "was an invitee upon the premises" is a mere conclusion of the pleader not supported by sufficient allegation of fact.
16. The allegation therein that "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" are mere conclusions of the pleader not supported by sufficient allegation of fact.
17. The allegation therein that the plaintiff's "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" are mere conclusions of the pleader not supported by sufficient allegation of fact.

18. The said count is vague, indefinite and uncertain for that it does not sufficiently appear therefrom what the defendant Dyess is claimed to have done, or what the said defendant is claimed to have failed to do in relation to the allegation of negligence of said defendant.

19. For aught appearing therefrom, the said premises at the time and place of the matters complained of was reasonably safe for the purposes for which the said premises were at said time and place being used.

20. For aught appearing therefrom, this defendant was neither landlord nor tenant of the premises referred to therein.

21. For aught appearing therefrom, except by conclusion of the pleader, the defendant Oma Lee Dyess at the time and place of the matters complained of was an independent contractor and was not an agent, servant or employee of this defendant.

22. It does not appear therefrom that the said water meter was in a dangerous or defective condition at the time and place of the matters complained of.

23. It affirmatively appears therefrom that the said water meter was at the time and place complained of "owned, maintained and used by the defendant The Stapleton Water System on said premises" and was neither owned nor maintained nor used by this defendant.

24. For aught appearing therefrom, this defendant, at the time and place of the matters and things complained of, and prior thereto, had

no control over the loose and unsafe condition of the said water meter cover.

25. For aught appearing therefrom, the injuries and damages of plaintiff were caused by action or inaction over which this defendant had no control.

26. It appears therefrom that the matters complained of were res inter alios acta.

H. J. Smith
James Smith Duffy & Price
Attorneys for the Defendant Union Oil
Company of California.

v
v
v
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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 24 day of July, 1969.

H. J. Smith
Attorney for *Defendant*
Union Oil Co. of Calif.

FILED

JUL 25 1969

ALICE J. DUCK

CLERK
REGISTER

JANE G. 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. 8,799

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, 157 Hoyle Avenue, Bay Minette, Alabama 36507, attorneys for Plaintiff, and a copy to Foreman, Brown and Hudgens, Suite 210, Van Antwerp Building, Mobile, Alabama 36602, 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~~ day of ~~June~~ *October*, 1971.

4 to

Kenneth Cooper
ATTORNEY FOR DEFENDANT

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

FILED

OCT 4 1971

EUNICE B. BLACKMON
CIRCUIT CLERK

FILED

OCT 4 1971

EUNICE B. BLACKMON
CIRCUIT CLERK

VOL

68 *page* 57

JANE G. 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 8799

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 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 and the Plaintiff'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.

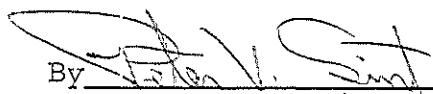
27. For that the quo modo of Defendant's alleged negligence is set forth in said Count and the facts therein averred are insufficient to constitute negligence as a matter of law.

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.



-4-

FILED

JUN 24 1971

EUNICE B. BLACKMON CIRCUIT CLERK

JANE G. JOHNSON,	X	
Plaintiff,	X	IN THE CIRCUIT COURT OF
vs.	X	
	X	
THE STAPLETON WATER SYSTEM,	X	BALDWIN COUNTY, ALABAMA
a corporation, OMA LEE DYESS,	X	
individually and doing business	X	
as Dyess Pure Service Station,	X	
and UNION OIL COMPANY OF CALIFORNIA,	X	
a corporation, separately	X	AT LAW CASE NO. <u>8799</u>
and severally,	X	
Defendants.	X	

AMENDED COMPLAINT

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

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

COUNT ONE

The Plaintiff claims of the Defendants, separately and severally, the sum of Fifty Thousand Dollars (\$50,000.00) 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 was an invitee upon the premises occupied by Dyess Pure Service Station and while on such premises, the Plaintiff 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 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 and the Plaintiff's foot fell into said water meter whereby the Plaintiff sustained injuries as hereafter set forth, The Plaintiff alleges that at the time and place of such injury that she 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 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 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 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 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 expense 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 all to her damage in the sum above mentioned, hence this suit.

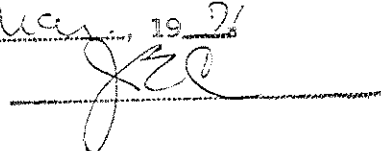
CHASON, STONE & CHASON

By: 

Attorneys for Plaintiff

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 16 day of May, 19 71



FILED

MAR 16 1971

EUNICE B. BLACKMON CIRCUIT CLERK

JANE G. JOHNSON, X
Plaintiff, X IN THE CIRCUIT COURT OF
vs. X BALDWIN COUNTY, ALABAMA
X
THE STAPLETON WATER X AT LAW NO. 8799
SYSTEM, et. al., X
Defendants. X

NOTICE OF TAKING OF DEPOSITION
UPON ORAL EXAMINATION

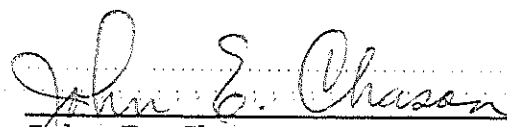
TO: HONORABLE NEIL HUDGENS
Foreman, Brown & Hudgens
Attorneys at Law
Van Antwerp Building
Mobile, Alabama

HONORABLE KENNETH COOPER
Attorney at Law
Bay Minette, Alabama

HONORABLE WILSON HAYES
Attorney at Law
Bay Minette, Alabama

PLEASE TAKE NOTICE that the Plaintiff in the above styled cause will take the deposition of Dr. Joe B. Ray, 179 Louiselle Street, Mobile, Alabama, upon oral examination pursuant to Title 7, Section 474 (1) of the Code of Alabama of 1940, as amended, beginning at 5:00 o'clock P.M., Central Standard Time, on Tuesday, March 16, 1971, at Dr. Ray's office in Mobile, Alabama. The examination will continue from day to day until completed.

WITNESS my hand this 25th day of February, 1971,
at Bay Minette, Baldwin County, Alabama.


John E. Chason
Attorney for Plaintiff

OF COUNSEL:

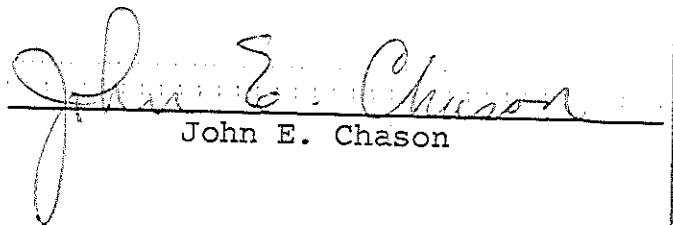
CHASON, STONE & CHASON VOL 68
Attorneys at Law
P.O. Box 120
Bay Minette, Alabama

68 44

CERTIFICATE

I, the undersigned John E. Chason, one of the Attorneys for the Plaintiff in the above styled cause, do hereby certify that I have this day served a copy of the foregoing Notice of Taking of Deposition Upon Oral Examination on Honorable Neil Hudgens, Honorable Kenneth Cooper and Honorable Wilson Hayes by mailing to them a copy of said Notice by United States Mail, postage prepaid and properly addressed the them at their offices.

WITNESS my hand this 25th day of February, 1971.


John E. Chason

FILED

FEB 25 1971

WILLIAM B. BLACKWELL, CLERK

JANE G. JOHNSON,	*	IN THE CIRCUIT COURT
Plaintiff,	*	OF
vs.	*	BALDWIN COUNTY, ALABAMA
THE STAPLETON WATER SYSTEM,		AT LAW
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.	*	CASE NUMBER _____

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 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