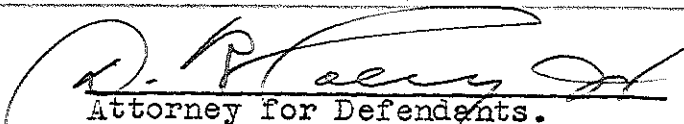


719

RAY NESBITT,  
Plaintiff,  
-vs-  
CITY SALES COMPANY, a part-  
nership composed of Leslie  
E. Buerger and EDWINA BUERGER,  
and LESLIE E. BUERGER and ED-  
WINA BUERGER,  
Defendants.


AT LAW  
IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

Now come the defendants and show unto the Court  
that the plaintiff herein is and was at the time of the filing  
of the suit herein, a non-resident of the State and Alabama,  
and move the Court that proceedings herein be stayed pending  
the giving of security for costs in this cause by the plaintiff  
in accordance with the law, and that upon default in the giving  
of such security as required by law, that the cause be dismissed.

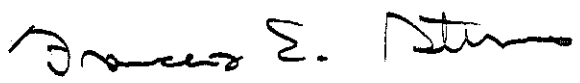
  
Attorney for Defendants.

STATE OF ALABAMA )  
COUNTY OF MOBILE )

Before me, the undersigned authority, personally  
appeared D. R. Coley, who, being by me first duly sworn, deposes  
and says that he is the Attorney of Record for the defendants in  
the above entitled cause and that the facts alleged in the fore-  
going motion are true.



Subscribed and sworn to before  
me this the 21st day of January,  
Nineteen Hundred and Forty-two.

  
Notary Public, Mobile County, Ala.

# Motion Docket

John Jones  
June 22, 1942

$$\begin{aligned} \frac{\partial}{\partial t}(\rho_0 u) + \frac{\partial}{\partial x}(\rho_0 u^2) &= -\rho_0 g \frac{\partial \eta}{\partial x} \\ \frac{\partial}{\partial t}(\rho_0 v) + \frac{\partial}{\partial y}(\rho_0 v^2) &= -\rho_0 g \frac{\partial \eta}{\partial y} \\ \frac{\partial}{\partial t}(\rho_0 w) + \frac{\partial}{\partial z}(\rho_0 w^2) &= -\rho_0 g \frac{\partial \eta}{\partial z} \end{aligned}$$

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RAY NESBITT,  
Plaintiff,

-vs-

CITY SALES COMPANY, a part-  
nership composed of LESLIE E.  
BUERGER and EDWINA BUERGER,  
and LESLIE E. BUERGER and  
EDWINA BUERGER,  
Defendants.

AT LAW

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

Now come the City.Sales Company, a partnership,  
and Leslie E. Buerger and Edwina Buerger individually, defen-  
dants in the above entitled cause, and demur to Counts 1, 2 and  
3 of the bill of complaint therein, separately and severally,  
upon the following separate and several grounds:

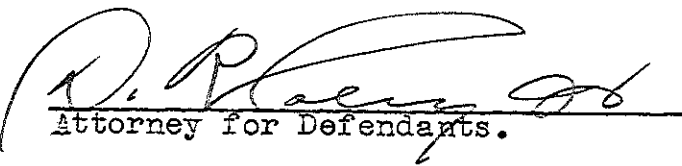
1: Because for aught that appears, no duty  
owing to the plaintiff was violated by the defendants or by any  
servant or agent of the defendants acting within the line or  
scope of his authority.

2: Because the allegations of said counts do  
not state a cause of action against the defendants.

3: Because it does not appear from said com-  
plaint that the accident complained of, occurred on a public  
highway.

4: Because it does not appear from the alle-  
gations of said counts that the injuries complained of by the  
plaintiff were the proximate consequence of any negligence for  
which the defendants are responsible.

5: Because the allegation that the trailer was  
used for commercial purposes, is the conclusion of the pleader.

  
Attorney for Defendants.

Defendants demand a trial by Jury.

  
Attorney for Defendants.

719

**RECORDED**

*John J. 1942*  
*St. Louis*  
*Mo.*

*[Faint signature]*

*[Faint signature]*

RAYNESBITT,

Plaintiff,

vs.

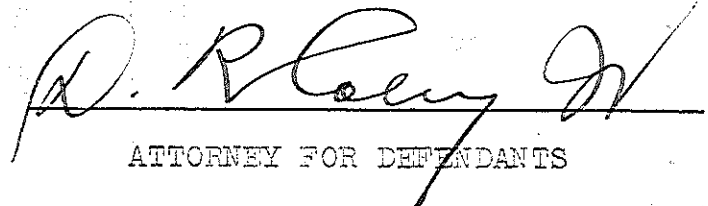
CITY SALES COMPANY, a  
partnership composed of  
LESLIE E. BUERGER and  
EDWINA BUERGER, and LESLIE  
E. BUERGER and EDWINA BUERGER,

Defendants.

AT LAW

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

Now come the Defendants and for answer to the  
complaint herein, plead in short by consent the General  
Issue, with leave to offer in evidence any matter which  
if well pleaded would constitute a defense to the action.

  
ATTORNEY FOR DEFENDANTS

719

AT LAW  
IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

---

RAY NESBITT,

Plaintiff,

vs.

CITY SALES COMPANY, a  
partnership composed of  
LESLIE E. BUERGER and  
EDWINA BUERGER, and LESLIE  
E. BUERGER and EDWINA  
BUERGER,

Defendants.

---

ANSWER

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*Filed 3-21-42*

*R. S. Duck*

D. R. COLEY, JR.,  
ATTORNEY FOR DEFENDANTS

RAY NESBITT,

Plaintiff,

vs.

CITY SALES COMPANY, a  
partnership composed of  
LESLIE E. BUERGER and  
EDWINA BUERGER, and LESLIE  
E. BUERGER and EDWINA BUERGER,

Defendants.

AT LAW

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

Now come the Defendants, and propound the following interrogatories to the Plaintiff herein:

1: Please give your name and residence.

2: What was the make of the trailer which you claim was damaged as a result of the collision with Defendants' truck.

3: By what company was it manufactured?

4: Please state where and from whom and on what date the trailer was purchased by you.

5: Was it purchased for cash or on credit?

6: Attach to your answers the bill of sale upon which it was purchased.

7: Please give an itemized statement of the cooking utensils, dishes and other housekeeping equipment which was in the trailer at the time of the collision, stating the value of each article, from whom purchased and when.

8: How wide was the trailer over all?

9: Please describe the automobile which you were driving at the time of the accident, giving its make and year model.

10: Please state from whom you purchased it, when and for what price.

11: Attach to your answers the bill of sale or invoice covering the same.

12: Have you had your automobile repaired?

13: If so, please give the name of the mechanic who did the work and attach to your answers a copy of the statement

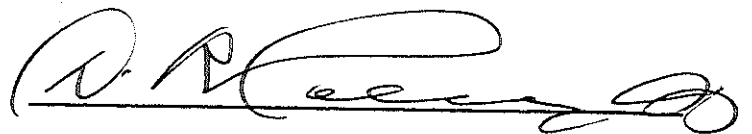
covering the work done in repairing it.

14: In your complaint you have alleged that you were injured. Please state in detail what injuries were sustained by you.

15: Were you attended by a physician?

16: If so, please state when and give the name of the physician and the amount of his bill.

17: Please itemize the damages which you allege were sustained by you as the result of the accident complained of.

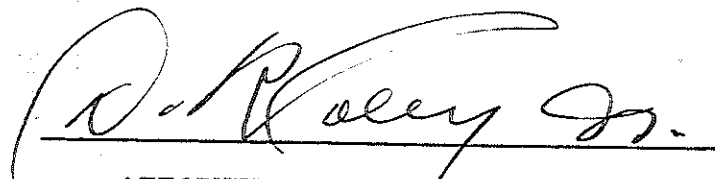


ATTORNEY FOR DEFENDANTS

STATE OF ALABAMA, )

COUNTY OF MOBILE. )

Before me, the undersigned authority, personally appeared this day D. R. Coley, Jr., attorney for the Defendants in the foregoing cause, who, being by me first duly sworn, deposes and says that the answers to the foregoing interrogatories, if truthfully made, will be material evidence for the Defendants.



ATTORNEY FOR DEFENDANTS

Subscribed and sworn to  
before me this 20th day  
of March, 1942.



NOTARY PUBLIC, MOBILE COUNTY, ALA.



719

AT LAW  
IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

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RAY NESBITT,

Plaintiff,

vs.

CITY SALES COMPANY, etc.

Defendants.

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INTERROGATORIES PROPOUNDED  
BY DEFENDANTS TO PLAINTIFF.

---

*Filed 3-21-42*  
*R. S. Duck*

D. R. COLEY, JR.,  
ATTORNEY FOR DEFENDANTS.

Oct.

- Term, 194—42

Ray Nesbitt.

No. 719.

VS:

City Sales Company, et al.

AMOUNT	SUMMARY
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CLERK'S FEES:	AMOUNT
Fees in Circuit Court—	
Docketing Cause, One Fee only of.....	.25
Issuing Summ. and Complt., each.....	1.25
Issuing Alias or Branch Summons & Complaint, each.....	1.25
Making Copies Thereof, Minimum, each.....	.30
Making Copies Thereof, over 200 Words, per 100 words.....	.15
Entering Sheriff's Returns, each.....	.20
Entering Appearances, each.....	.20
Certifying Affidavits, each.....	.25
Issuing Attachments with Bond, each.....	1.00
Orders of Publication, each.....	.50
Copy of Same, each.....	.50
Issuing Summ. to Garnishee, each.....	.50
Copy of Same, Per 100 Words.....	.15
Swearing Garnishee, Etc., Per 100 words, 15, Minimum.....	.50
Release of Garnishee, each.....	.25
Issuing Scire Facias or Similar Notice, each.....	.75
Copies of Same, Per 100 Words.....	.15
Making Copy of Interrogatories, Per 100 Words, .15; Minimum.....	.50
Commission to Take Depositions, each.....	.75
Filing Depositions, Each Pkg.,.....	.10
Endorsing Each Package of Depositions Opened.....	.10
Issuing Subpoenas, Each.....	.30
Issuing Witness Certificates, each.....	.25
Entering Continuances, each.....	.10
Filing Papers, each.....	.10
Other Orders of Court, each.....	.30
Trial and Incidents.....	.75
Entering Judgment, each.....	.30
Complete Record, Per 100 Words.....	.15
Taking Bonds, each.....	.75
Certificate of Appeal.....	.25
Transcript to Supreme Court, Per 100 Words.....	.15
Additional Copies of Same, Per 100 Words.....	.05
Issuing Executions or Copy Thereof, each.....	.50
Entering Sheriff's Return, Per 100 Words, .15; Minimum.....	.20
Total Clerk's Fees.....	6 40
SHERIFF'S FEES:	
Serving and Returning Summons or Writ, each.....	1.50
Levyng Attachment, each.....	3.00
Entering and Returning Same, each.....	.25
Seizing Personal Property Under Writ of Detinue.....	3.00
Taking and Approving Bonds, each.....	1.00
Summoning Garnishee and Return, each.....	1.50
Serving and Returning Sci. Fa. or Notice, Each.....	1.50
Serving and Returning Subpoenas, each.....	.65
Serving Contempt Attachment, each.....	1.50
Impanelling Jury.....	.75
Collecting Execution for Costs Only, each.....	1.50
Coms. for Collecting Money on Executions.....	
Executing Writs of Possession, each.....	5.00
Making Deed to Real Estate Sold, each.....	2.50
Total Sheriff's Fees.....	4 50

SUMMARY OF FEES, COSTS, AND JUDGMENT	AMOUNT
Fees and Costs in Circuit Court:	
Clerk's Fees.....	6 40
Ex-Clerk's Fees.....	
Sheriff's Fees.....	4 50
Ex-Sheriff's Fees.....	
Witness Fees.....	
Commissioner's Fees.....	
Garnishee's Fees.....	
Publisher's Fees.....	
Court Reporter's Fees, Per Day or fraction thereof.....	5.00
Trial Tax.....	3.00
Fees and Costs in Inferior Court:	
Clerk of Inferior Court Fees.....	
Sheriff's Fees.....	
Justice of Peace Fees.....	
Constable's Fees.....	
Fees and Costs in Inferior Court.....	13.90
Total Fees and Costs.....	
Judgment.....	
10 Per Cent Damages.....	
Interest.....	
Total Judgment.....	
Total Fees, Costs and Judgment.....	13 90
Total.....	

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

YOU ARE HEREBY COMMANDED TO summon CITY SALES COMPANY, a partnership composed of LESLIE E. BUERGER and EDWINA BUERGER, and LESLIE E. BUERGER and EDWINA BUERGER 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 RAY NESBITT.

Witness my hand this the 30<sup>th</sup> day of December, 1941.

R. S. Duck  
Clerk.

RAY NESBITT, PLAINTIFF,

VS.

CITY SALES COMPANY, a  
partnership composed of  
LESLIE E. BUERGER and  
EDWINA BUERGER, and LESLIE  
E. BUERGER and EDWINA  
BUERGER, DEFENDANTS.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW.

1.

The Plaintiff claims of the Defendants, FIFTEEN HUNDRED (\$1500.00) DOLLARS damages for that heretofore on to-wit, November 8, 1941, the Plaintiff was operating his automobile, to which was attached an automobile trailer; that said trailer was equipped with cooking utensils, dishes, and other housekeeping equipment, on ~~or~~ ~~along~~ highway number 31, a public highway in Baldwin County, Alabama, near Perdido; that on said day and at said place the Defendants, acting through and by their agent or employee, who was then and there acting within the line and scope of his employment, negligently caused an automobile truck to run into or collide with the Plaintiff's said trailer and as a proximate result thereof, the said trailer was completely demolished; that its contents were damaged and destroyed; that said trailer was used for commercial purposes, and that the Plaintiff, as a proximate result of said collision, has been deprived of the use thereof; all to the damage of the Plaintiff as aforesaid;

The Plaintiff alleges that said damages were the proximate result of the negligence of the Defendants' agent or employee, who was then and there acting within the line and scope of his employment.

2.

The Plaintiff claims of the Defendants, FIVE HUNDRED (\$500.00) DOLLARS, damages for that heretofore on to-wit, November 8, 1941, the Plaintiff was operating

his automobile, to which was attached an automobile trailer, ~~over~~ or along highway number 31, a public highway in Baldwin County, Alabama, at a place near Perdido; that on said day and at said place the Defendants, acting by and through their agent or employee, who was then and there acting within the line and scope of his employment, negligently caused an automobile truck which he was operating along said highway to run into or collide with the Plaintiff's said trailer and as a proximate result thereof, the Plaintiff's automobile was damaged as follows, to-wit: The fenders bent; the top bent; the body bent; the radiator and wheels damaged and said automobile otherwise damaged; all to the damage of the Plaintiff, as aforesaid;

The Plaintiff alleges that said automobile was used for commercial purposes, and that he was deprived of the use thereof;

The Plaintiff alleges that the damages were the proximate result of the negligence of Defendants' agent or employee who was then and there acting within the line and scope of his employment.

3.

The Plaintiff claims of the Defendants, the sum of FIVE HUNDRED (\$500.00) DOLLARS, for that heretofore on to-wit, November 8, 1941, the Plaintiff was operating his automobile, to which was attached an automobile trailer, over or along highway number 31, a public highway in Baldwin County, Alabama, at a point near Perdido; that on said day and at said place, the Defendants, acting by and through their agent or employee, who was then and there acting within the line and scope of his employment, negligently caused an automobile truck to run into or collide with the trailer and as a proximate result of said collision the Plaintiff was injured as follows: His arms and legs were injured; he was injured internally; he was permanently injured; he was rendered sore and lame; He was permanently injured; He was caused to lose time; He was caused to incur various bills; all to the damage of the Plaintiff, as aforesaid.

The Plaintiff alleges that said damages were the proximate result of the negligence of the Defendants' agent or employee, who was then and there acting within the line and scope of his employment.

BEEBE & HALL

BY: 

Attorneys for Plaintiff.

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444  
12-22-41  
me  
7/19

RAY NESBITT, Plaintiff,

VS.

CITY SALES COMPANY, ET. AL.,  
Defendants.

7/19

RECORDED

7/19

SUMMONS & COMPLAINT

Index Dec 20 1941  
Resdual  
Clear

BEEBE & HALL, LAWYERS,  
Bay Minette, Alabama

Received 23 Dec 1941  
and on 24 Dec 1941

I served a Copy of the within Summons & Complaint  
on City Sales Co. P's in Leticia Buryer  
and Leticia E. Buryer & Leticia Buryer

by service on

W. H. HOLCOMBE, Sheriff  
By: J. H. McManis, D.S.

3