

SOUTHERN BELL TELEPHONE & TELE-
GRAPH COMPANY, A CORP.

VS.

CHESTER HUNT

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IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

This day came the parties by their attorneys, and the cause was submitted on the merits for final judgment, and it appearing to the Court that the demand for jury trial has been withdrawn, and the cause may be heard and determined by the Judge without a jury, and it further appearing to the Court that there was a genuine dispute in good faith between the parties with reference to the amount due from the defendant to the plaintiff and that the parties have agreed upon an adjustment in compromise between their views as to the amount due and have further agreed that judgment should be rendered for the plaintiff and against the defendant for the sum so agreed upon, and that the costs should be divided equally between the parties, and it further appearing that the sum so agreed upon is one hundred fifty and No/100 (\$150.00) dollars; and the Court being of opinion that judgment should be rendered in accordance with the compromise agreement of the parties as aforesaid;

IT IS CONSIDERED, ORDERED AND ADJUDGED by the Court that the plaintiff do have and recover of the defendant the said sum of one hundred fifty and no/100 (\$150.00) dollars, together with a one-half part of the costs of this cause; for all of which let execution issue.

/s/ Telfair J. Mashburn, Jr.
Judge

I, Alice J. Duck, Clerk of Circuit Court of Baldwin County, Alabama do hereby certify that the above is a true and correct copy of the minute entry in the above styled cause and same appears in minute book 9 page 509.

.....
10-23-51 The Judgment in this cause amounting to \$150.00 having been paid direct to the Attorneys for the plaintiff is hereby cancelled, released, and fully and completely discharged.

/s/ J. B. Blackburn
Counsel for Plaintiff

I, further certify that the above entry was made by Honorable J. B. Blackburn, counsel for the Plaintiff.

Witness my hand and seal of this court this 11th day of February 1952.

Alice J. Duck
Circuit Clerk
Baldwin County, Alabama

VICKERS AND THORNTON

ATTORNEYS AT LAW

MERCHANTS NATIONAL BANK BUILDING

MOBILE, ALABAMA

MARION R. VICKERS
J. EDWARD THORNTON

August 17, 1950

Mrs. Alice Duck
Circuit Clerk
Bay Minette, Alabama

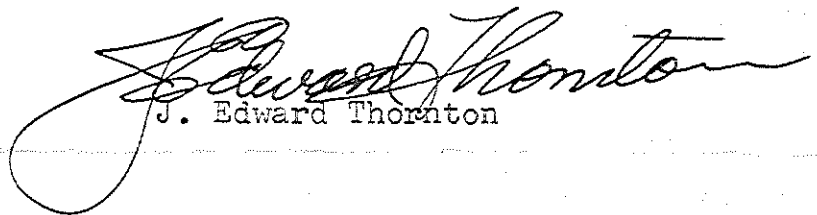
Dear Mrs. Duck:

Southern Bell Tel. & Tel. Co. v. Hunt

We are enclosing an original affidavit to be filed in the above noted case. We are also enclosing a copy which is to be served on the attorney for plaintiff.

Thanking you for your attention to this and with kind personal regards, I am

Yours very truly,



J. Edward Thornton

JET:mc

Encls.

FILED
AUG 18 1950
ALICE J. DUCK, Clerk

VICKERS AND THORNTON

ATTORNEYS AT LAW

MERCHANTS NATIONAL BANK BUILDING

MOBILE, ALABAMA

MARION R. VICKERS
J. EDWARD THORNTON

August 16, 1950

Mrs. Alice Duck
Circuit Clerk
Bay Minette, Alabama

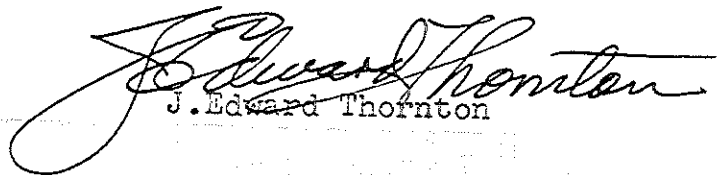
Dear Mrs. Duck:

Southern Bell Tel. & Tel. Co. v. Hunt

We are herewith enclosing an original and one copy of an Answer containing a demand for a jury trial and an original and one copy of interrogatories to be propounded to the plaintiff in the above noted case. Will you kindly file the same for us and enter our appearance for the defendant. We would also appreciate being notified of any hearings or trials to be held for this case.

With kind personal regards, I am

Yours very truly,


J. Edward Thornton

JET:mc

Encls.

PILLANS, REAMS, TAPPAN & WOOD

LAWYERS AND PROCTORS

VAN ANTWERP BUILDING

P. O. BOX 935

MOBILE 5, ALABAMA

PALMER PILLANS
W. DEWITT REAMS
JOHN H. TAPPAN
GEORGE F. WOOD

BONNERRAE H. ROBERTS

CABLE ADDRESS: PTAH

February 28, 1951.

Miss Alice J. Duck,
Clerk Circuit Court,
Bay Minette, Alabama.

Dear Miss Duck:

Southern Bell Tel. & Tel. Co., plaintiff,
v. Chester Hunt, defendant, at Law No. 1532.
Our File No. 9729.

With Mr. Blackburn's assent, we have been associated with him as attorneys for the plaintiff in the above styled cause. If you have not already done so at Mr. Blackburn's direction, please now enter us as Attorneys for Plaintiff, with Mr. Blackburn.

Very truly yours,

PILLANS, REAMS, TAPPAN, WOOD & ROBERTS,

By



CC: J. B. Blackburn, Esq.,
Bay Minette, Alabama.

PP-v.

VICKERS AND THORNTON

ATTORNEYS AT LAW

MERCHANTS NATIONAL BANK BUILDING

MOBILE, ALABAMA

MARION R. VICKERS
J. EDWARD THORNTON

October 5, 1951

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

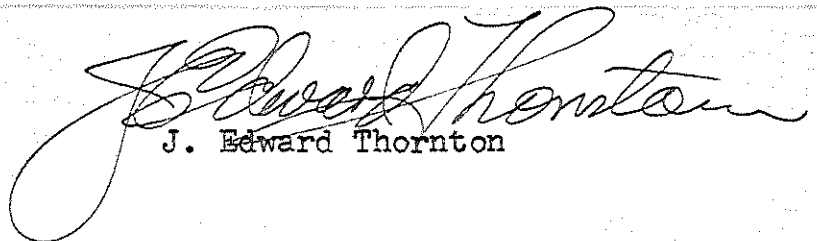
Dear Mrs. Duck:

Southern Bell Tel. & Tel. Co. v. Chester Hunt

We are herewith enclosing demurrer to replications A, B and C in the above noted case. You will note on the docket sheet that this was argued and ruled on yesterday, October 4. Therefore, will you please mark it filed as of October 4.

Yours very truly,

VICKERS AND THORNTON



J. Edward Thornton

JET:mb

CC : Palmer Pillans, Esq.

PILLANS, REAMS, TAPPAN, WOOD & ROBERTS

LAWYERS AND PROCTORS

VAN ANTWERP BUILDING

P. O. BOX 935

MOBILE 5, ALABAMA

August 10, 1951

PALMER PILLANS
W. DEWITT REAMS
JOHN H. TAPPAN
GEORGE F. WOOD
BONNERRAE H. ROBERTS

CABLE ADDRESS:PTAH

Miss Alice J. Duck
Clerk Circuit Court
Bay Minette, Ala.

Dear Miss Duck:

Southern Bell, etc., Co. vs.
Chester Hunt. At Law No. 1532
(Our File No. 9729)

Herewith you will find enclosed under registered cover, plaintiff's answers to defendant's interrogatories. Filed with the answers, are the photostatic copies of telephone toll slips called for in the interrogatories. As you will note from the answer, they are not susceptible of physical attachment, and you will preserve them in your file, in such fashion as to avoid their being mutilated by folding, filing them in such fashion as you think desirable to tie them up with the interrogatories and the answers.

A copy of the interrogatories and the photostats has been handed to Messrs. Vickers and Thornton, plaintiff's attorneys of record, as will appear from the memorandum noted on the original answers. This is to save sending everything up to Bay Minette and then having plaintiff's copy mailed back to his counsel in Mobile.

Very truly yours,

PILLANS, REAMS, TAPPAN, WOOD & ROBERTS

By



PP-f.

cc: J. B. Blackburn, Esq.,
Bay Minette, Ala.

IN THE CIRCUIT COURT FOR THE TWENTY-EIGHTH JUDICIAL CIRCUIT
OF ALABAMA

SOUTHERN BELL TELEPHONE & TELE-
GRAPH COMPANY, a Corporation,

Plaintiff,

vs.

AT LAW NO. 1532

CHESTER HUNT,

Defendant.

DEFENDANT'S INTERROGATORIES

Comes now CHESTER HUNT, defendant, in the above entitled cause, and pursuant to the provisions of Article 8, Title 7 of the Code of Alabama of 1940, and propounds to the plaintiff, SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY, the following interrogatories:

1. (a) Was there any written contract in force and effect between plaintiff and defendant concerning telephone service during the period of time involved in the complaint in this case?

(b) If so, attach an exact or photostatic copy of said contract to your Answers to these Interrogatories.

2. (a) Was there any administrative rule or regulation of the Alabama Public Service Commission in effect during the period of time covered by the complaint which would impose liability on the defendant for the matters and things set out therein?

(b) If so, attach an exact or photostatic copy of such rule to your Answers to these Interrogatories.

3. (a) Was there any administrative rule or regulation of any other board, body, or entity in effect during the period of time covered by the complaint which would impose liability on the defendant for the matters and things set out therein?

(b) If so, attach an exact or photostatic copy of such rule to your Answers to these Interrogatories.

4. (a) Was a written record made by plaintiff of each telephone call referred to in the complaint at the time each said telephone call was made from or to defendant's telephone?

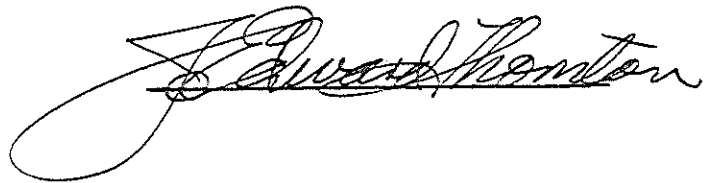
(b) If so, attach an exact or photostatic copy of each such record to your Answers to these Interrogatories.


Attorneys for Defendant

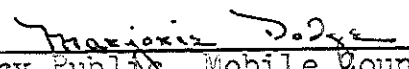
STATE OF ALABAMA,
COUNTY OF MOBILE.

Personally appeared before me, the undersigned authority in and for said County, in said State, J. Edward Thornton, who, being known to me and being by me first duly sworn, deposes and says:

That he is one of the attorneys of record for the defendant in the above styled cause and as such is duly authorized to make this affidavit; and that the answers to the foregoing interrogatories, if truly made, will be material testimony for defendant at the trial of said cause.



Subscribed and sworn to before me,
this the 10th day of August, 1950.


Notary Public, Mobile County, Alabama.

AT LAW NO. 1532

IN THE CIRCUIT COURT FOR THE
TWENTY-EIGHTH JUDICIAL CIRCUIT
OF ALABAMA

SOUTHERN BELL TELEPHONE & TELE-
GRAPH COMPANY,

Plaintiff,

vs.

CHESTER HUNT,

Defendant.

DEFENDANT'S INTERROGATORIES

FILED

AUG 17 1950

ALICE J. DUCK, Clerk

VICKERS AND THORNTON

ATTORNEYS AT LAW

MERCHANTS NATIONAL BANK BUILDING

MOBILE, ALABAMA

STATE OF ALABAMA)
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon CHESTER HUNT to appear within thirty (30) 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 SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY, a Corporation.

WITNESS my hand this 21st day of July, 1950.

David H. Hensley
Clerk of the Circuit Court.

The Defendant resides at Fairhope and is employed at the Grand Hotel.

* * * * *

COMPLAINT

SOUTHERN BELL TELEPHONE & TELE-)
GRAPH COMPANY, a Corporation,)
Plaintiff,)
VS.)
CHESTER HUNT,)
Defendant.)

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

1. The Plaintiff claims of the Defendant the sum of One Thousand Twenty-nine and 64/100 Dollars (\$1029.64) due from him by account on the 16th day of May, 1950, which sum of money, with the interest thereon, is still unpaid.

2. The Plaintiff claims of the Defendant One Thousand Twenty-nine and 64/100 Dollars (\$1029.64) on account stated between the Plaintiff and the Defendant on, to-wit, June 5, 1950, which sum of money, with the interest thereon, is still unpaid.

3. The Plaintiff claims of the Defendant One Thousand Twenty-nine and 64/100 Dollars (\$1029.64) for money during the period of time between April 9, 1950 and May 15, 1950 received by the

Defendant to the use of the Plaintiff, which sum of money, with the interest thereon, is still unpaid.

J. B. Blaschman
Attorney for Plaintiff.

An itemized statement of the account here sued on, verified by affidavit of a competent witness, is hereto attached.

J. B. Blaschman
Attorney for Plaintiff.

DATE	PLACE	FROM	TO	MIN	CLASS	CHARGE
4-9-50	Mobile	-	-	1	N	.15
4-10-50	Mobile	-	-	4	N	.15
4-11-50	Mobile	-	-	1		.15
4-20-50	Mobile	-	-	2		.15
4-21-50	Mobile	-	-	7		.20
4-21-50	Mobile	-	-	1		.15
4-24-50	Mobile	-	-	1		.15
4-25-50	Mobile	-	-	3		.15
4-26-50	Mobile	-	-	1	N	.15
4-26-50	Mobile	-	-	5	N	.15
5-3-50	Mobile	-	-	1		.15
5-4-50	Mobile	-	-	3		.15
5-9-50	Mobile	-	-	1	N	.15

							2.00
							303
4-6-50	Jackson Miss (C)	Frank Hunt	Chester Hunt	7	P	1.85	LISTAX
4-8-50	Mobile	-	Jessie Perkins	3	P	.30	
4-9-50	Ft Louis, Wash	Sgt Cecil Hunt	Pvt Katie Hill	5	PN	3.90	
4-9-50	Jackson Miss	-	Mamie Morris	13	PN	1.75	
4-11-50	Los Angeles	-	Margaret French	18	P	11.50	
4-11-50	Los Angeles	-	Elberta Hunt	8	P	6.00	
4-11-50	Mobile	-	Mattie	4	PN	.40	
4-12-50	Los Angeles (C)	Alberta Hunt	-	1		2.30	
4-12-50	Los Angeles	-	Alberta Hunt	4	P	3.80	
4-13-50	Los Angeles (C)	Alberta Hunt	Frank Hunt	8	P	6.00	
4-13-50	Los Angeles	-	Alberta Hunt	1	NP	2.75	
4-13-50	Los Angeles	Frank Hunt	Alberta Hunt	2	P	3.25	
4-14-50	Los Angeles (C)	Alberta Hunt	Frank Hunt	22	P	13.70	
4-14-50	Los Angeles	-	Alberta Hunt	14	PN	7.70	
4-14-50	Los Angeles	-	Alberta Hunt	4	PN	3.20	
4-14-50	Los Angeles	-	Alberta Hunt	13	P	8.75	
4-15-50	Los Angeles	-	Mrs A. Jefferson	2	PN	2.75	
4-15-50	Los Angeles	-	Alberta Hunt	10	P	7.10	
4-15-50	Los Angeles	Chester Hunt	Mrs Alberta Hunt	4	P	3.80	
4-15-50	Los Angeles	Frank Hunt	Alberta Hunt	1	P	3.25	
4-16-50	Los Angeles (C)	Alberta Hunt	Frank Hunt	38	PN	18.50	
4-18-50	Los Angeles (C)	Alberta Hunt	Frank Hunt	19	P	12.05	
4-18-50	Los Angeles	-	Mrs A. Jefferson	1	PN	2.75	
4-19-50	Los Angeles	-	Alberta Hunt	11	P	7.65	
4-19-50	Los Angeles	-	Alberta Hunt	17	P	10.95	
4-20-50	Los Angeles	-	Alberta Hunt	14	P	9.30	
4-20-50	Los Angeles	Hunt	Alberta Hunt	3	P	3.25	
4-20-50	New Orleans	Frank Hunt	-	27	P	4.50	
4-20-50	Los Angeles (C)	Margaret French	Frank Hunt	23		14.25	
4-20-50	Los Angeles	-	Mrs. A. Jefferson	2	P	3.25	
4-20-50	Los Angeles	Chester Hunt	Alberta Hunt	13	PN	7.25	
4-21-50	Los Angeles (C)	Alberta Hunt	Frank Hunt	37	PN	18.05	
4-21-50	Los Angeles	-	-	30	N	13.95	
4-21-50	Los Angeles (C)	Alberta Hunt	Frank Hunt	25	P	15.35	
4-22-50	Los Angeles	Frank Hunt	Alberta Hunt	19	PN	9.95	
4-22-50	Los Angeles	-	-	1	N	1.80	
4-22-50	Los Angeles	Frank Hunt	-	1		2.30	
4-22-50	Los Angeles	Mrs. Hunt	Frank Hunt	21	PN	10.85	

<u>DATE</u>	<u>PLACE</u>	<u>FROM</u>	<u>TO</u>	<u>MIN</u>	<u>CLASS</u>	<u>CHARGE</u>
4-22-50	Los Angeles (C)	Alberta Hunt	Frank Hunt	29	P	17.55
4-23-50	Los Angeles (C)	Alberta Hunt	Frank Hunt	4	PN	3.20
4-23-50	Los Angeles (C)	Alberta Hunt	-	22	N	10.35
4-23-50	Los Angeles	-	Alberta Hunt	5	PN	3.65
4-24-50	Los Angeles (C)	Alberta Hunt	Frank Hunt	70	P	40.10
4-24-50	Los Angeles	-	Alberta Hunt	57	P	32.95
4-25-50	Los Angeles	-	Alberta Hunt	40	PN	19.40
4-25-50	Los Angeles (C)	Alberta Hunt	Chester Hunt	22	PN	11.30
4-25-50	Los Angeles	Chester Hunt	Alberta Hunt	12	P	8.20
4-25-50	Los Angeles	-	Alberta Hunt	3	PN	2.75
4-25-50	Los Angeles	-	Alberta Hunt	1	PN	2.75
4-25-50	Los Angeles	Frank Hunt	Alberta Hunt	1	P	3.25
4-26-50	Los Angeles	-	Alberta Hunt	50	PN	23.90
4-26-50	Mobile (C)	Frank Hunt	-	2		.25
4-26-50	Los Angeles	Frank Hunt	Alberta Hunt	21	PN	10.85
4-26-50	Los Angeles	-	Alberta Hunt	10	PN	5.90
4-26-50	Los Angeles	Frank Hunt		11	P	7.65
4-27-50	Los Angeles (C)	Alberta Hunt	Benny Hunt	29	PN	14.45
4-27-50	Los Angeles	-	Alberta Hunt	70	PN	32.90
4-27-50	Los Angeles (C)	Alberta Hunt	Benny Hunt	16	P	10.40
4-27-50	Los Angeles	-	Alberta Hunt	3	PN	2.75
4-27-50	Los Angeles	-	Alberta Hunt	7	PN	4.55
4-27-50	Los Angeles	Benny Hunt	Alberta Hunt	9	P	6.55
4-27-50	Los Angeles	Benny Hunt	Alberta Hunt	6	P	4.90
4-27-50	Los Angeles	Benny Hunt	Alberta Hunt	24	P	14.80
4-27-50	Los Angeles	-	-	8	N	4.05
4-28-50	Los Angeles	Benny Hunt	Alberta Hunt	6	P	4.90
4-29-50	Los Angeles (C)	Alberta Hunt	Frank Hunt	26	PN	13.10
4-29-50	Los Angeles (C)	Alberta Hunt	Benny Hunt	48	P	28.00
4-29-50	Los Angeles (C)	Alberta Hunt	Benny Hunt	54	PN	25.70
4-29-50	Los Angeles (C)	Alberta Hunt	Benny Hunt	13	P	8.75
4-29-50	Los Angeles (C)	Alberta Hunt	Benny Hunt	2	PN	2.75
4-30-50	Los Angeles	-	Alberta Hunt	2	PN	2.75
4-30-50	Los Angeles	-	Alberta Hunt	1	PN	2.75
4-30-50	Los Angeles	-	Alberta Hunt	1	PN	2.75
4-30-50	Los Angeles	-	Rosie Lee Jacobs	2	PN	2.75
4-30-50	Los Angeles	-	Alberta Hunt	27	PN	13.55
4-30-50	Jackson Miss	-	Mamie Morris	13	PN	1.75
4-30-50	Mobile	-	Sgt. Bishop	1	PN	.30
5-1-50	Los Angeles (C)	Alberta Hunt	Frank Hunt	23	P	14.25
5-1-50	Los Angeles	-	Alberta Hunt	1	PN	2.75
5-1-50	Los Angeles	-	Margaret French	1	P	3.25
5-1-50	Los Angeles	-	Alberta Hunt	4	PN	3.20
5-1-50	Jackson Miss	-	Charlie Hunt	1	P	1.05
5-2-50	Los Angeles	-	Alberta Hunt	30	P	18.10
5-2-50	Los Angeles (C)	Alberta Hunt	Frank Hunt	67	P	38.45
5-2-50	Los Angeles	-	Alberta Hunt	12	P	8.20
5-2-50	Los Angeles	-	Alberta Hunt	3	P	3.25
5-2-50	Los Angeles	-	Alberta Hunt	1	P	3.25
5-3-50	Los Angeles	-	Alberta Hunt	9	P	6.55
5-3-50	Jackson Miss (C)	Frank Hunt	Chester Hunt	4	PN	.85
5-3-50	Los Angeles (C)	Alberta Hunt	Frank Hunt	13	P	8.75

<u>DATE</u>	<u>PLACE</u>	<u>FROM</u>	<u>TO</u>	<u>MIN</u>	<u>CLASS</u>	<u>CHAR</u>
5-4-50	Mobile	-	-	8	N	.2
5-4-50	Los Angeles (C)	Alberta Hunt	Frank Hunt	5	P	4.3
5-4-50	Los Angeles (C)	Alberta Hunt	Frank Hunt	13	P	8.7
5-4-50	Mobile	-	-	2	P	.30
5-5-50	Mobile	-	-	18	N	.50
5-5-50	Jackson Miss	-	Leon Hunt	3	PN	.7
5-6-50	Los Angeles (C)	Frank Hunt	Benny Hunt	9	P	6.55
5-9-50	Mobile	-	Sgt. Benson	1	P	.30
5-9-50	Los Angeles	-	Alberta Hunt	4	P	3.80
5-10-50	Los Angeles (C)	Frank Hunt	Chester Hunt	5	P	4.35
5-11-50	Los Angeles (C)	Frank Hunt	Chester Hunt	9	PN	5.45
5-11-50	Montgomery Ala (C)	Benny Hunt	-	2		.80
5-15-50	Los Angeles	Chester Hunt	Frank Hunt, Jr.	6	PN	4.10

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STATE OF ALABAMA)
MOBILE COUNTY)

Before me, the undersigned authority, within and for said County in said State, personally appeared J. B. King, who, after being by me first duly and legally sworn, deposes and says: That he is Manager of the Southern Bell Telephone and Telegraph Company, a Corporation, the Plaintiff in this suit; that he has personal knowledge of the attached and foregoing account against Chester Hunt and that the same is true, correct, justly due and unpaid.

J. B. King

Sworn to and subscribed before me
on this the 30th day of June, 1950.

Elizabeth Michael

Notary Public, Mobile County, Alabama.

771532

SUMMONS AND COMPLAINT

SOUTHERN BELL TELEPHONE & TELE-
GRAPH COMPANY, a Corporation,

Plaintiff,

VS.

CHESTER HUNT,

Defendant.

Executed July 28 1950
by serving copy of within Summons and
Complaint on

Chester Hunt

RECORDED

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

FILED
JUL 21 1950
ALICE J. DUCK, Clerk

J. B. BLACKBURN
ATTORNEY AT LAW
BAY MINETTE, ALABAMA

Taylor Wilkins
By W. F. Hall Deputy Sheriff

IN THE CIRCUIT COURT FOR THE TWENTY-EIGHTH JUDICIAL CIRCUIT
OF ALABAMA

SOUTHERN BELL TELEPHONE & TELE-
GRAPH COMPANY, a Corporation,

Plaintiff,

vs.

AT LAW NO. 1532

CHESTER HUNT,

Defendant.

AFFIDAVIT

STATE OF ALABAMA,

COUNTY OF MOBILE.

Personally appeared before me the undersigned Notary Public, in and for said County in said State, CHESTER HUNT, who is known to me, and being by me first duly sworn, deposes and says that on information and belief he denies the correctness of the account attached to the complaint in the above styled cause, and disputes the whole account and all parts and items thereof except the calls from Mobile, and the following items, viz.

<u>DATE</u>	<u>PLACE</u>	<u>FROM</u>	<u>TO</u>	<u>MIN.</u>	<u>CHARGE</u>
4-6-50	Jackson, Miss.(C)	Frank Hunt	Chester Hunt	7	1.85
4-9-50	Ft.Louis,Wash.	Sgt.Cecil Hunt	Pvt. Katie Hill	5	3.90
4-9-50	Jackson, Miss.	Sgt.Cecil Hunt	Mamie Morris	13	1.75
4-11-50	Los Angeles		Elberta Hunt	8	6.00
4-15-50	Los Angeles	Chester Hunt	Mrs.Elberta Hunt	4	3.80
4-30-50	Jackson, Miss.	Chester Hunt	Mamie Morris	13	1.75
4-30-50	Mobile	Chester Hunt	Sgt. Bishop	1	.30
5-1-50	Jackson, Miss.	Chester Hunt	Charlie Hunt	1	1.05
5-3-50	Jackson, Miss.(C)	Frank Hunt	Chester Hunt	4	.85
5-5-50	Jackson, Miss.	Frank Hunt	Leon Hunt	3	.75
5-9-50	Mobile	Frank Hunt	Sgt. Benson	1	.30
5-11-50	Montgomery, Ala.(C)	Benny Hunt	Sgt. Benson	2	.80

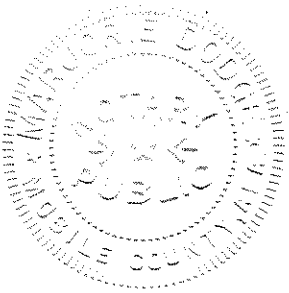
Affiant further says that he authorized two additional calls to Los Angeles, California, but the dates, time and amounts therefor cannot now be positively identified

from the account attached to the complaint.

Chester H. Hunt
CHESTER HUNT

Sworn to and subscribed before
me, inwitness whereof I have
hereunto set my hand and seal
on this the 17th day of August, 1950.

Maxie L. Dodson
Notary Public, Mobile County, Alabama



AT LAW NO. 1532

IN THE CIRCUIT COURT FOR THE TWENTY-
EIGHTH JUDICIAL CIRCUIT OF ALABAMA

SOUTHERN BELL TELEPHONE & TELEGRAPH
COMPANY,

Plaintiff,

vs.

CHESTER HUNT,

Defendant.

RECORDED

AFFIDAVIT

FILED

AUG 18 1950

ALICE J. DUCK, Clerk

VICKERS AND THORNTON

ATTORNEYS AT LAW

MERCHANTS NATIONAL BANK BUILDING

MOBILE, ALABAMA

IN THE CIRCUIT COURT FOR THE TWENTY-EIGHTH JUDICIAL CIRCUIT
OF ALABAMA

SOUTHERN BELL TELEPHONE & TELE-
GRAPH COMPANY, a Corporation,

Plaintiff,

vs.

AT LAW NO. 1532

CHESTER HUNT,

Defendant.

ANSWER

Comes now CHESTER HUNT, defendant in the above entitled cause, and for answer to the complaint heretofore filed herein and to each Count thereof, separately and severally, alleges, separately and severally, the following:

1. The allegations of the complaint are untrue.

2. Not guilty.

3. The defendant, for answer to the complaint, says that the account upon which this action was founded was not incurred by defendant, or by anyone authorized to bind him in the premises.

4. The defendant, for answer to the complaint, says that the telephone calls for which this action was founded were not made by defendant or by anyone authorized to bind him in the premises.

Comes now CHESTER HUNT, defendant in the above entitled cause, and for further answer to the complaint heretofore filed herein, and to each Count thereof, separately and severally, alleges, separately and severally, the following:

5. The defendant denies that he owes plaintiff NINE HUNDRED NINETY-EIGHT AND 31/100 (\$998.31) DOLLARS of the amount here sued for.

The defendant heretofore and prior to the 6th day of April, 1950 subscribed for telephone service from plaintiff. After the telephone was installed for defendant on, to-wit, the 11th day of April, 1950, defendant's brother, FRANK HUNT, requested permission

of defendant to make a long distance telephone call on defendant's telephone to said FRANK HUNT'S wife in Los Angeles, California. Defendant granted said FRANK HUNT permission to make such a call to FRANK HUNT'S wife and authorized said FRANK HUNT to charge said call to defendant's telephone. Said FRANK HUNT made said call and charged said call to defendant's telephone. Thereafter, on, to-wit, the 15th day of April, 1950, defendant called said FRANK HUNT'S wife in Los Angeles, California, and had said call charged to defendant's said telephone. Defendant did not authorize said FRANK HUNT or anyone else to make any other long distance telephone calls to Los Angeles, California, but on the contrary, expressly forbade said FRANK HUNT and everyone else to make any more such calls. Notwithstanding such express instructions given by defendant and without his authorization, knowledge or consent, many long distance telephone calls to Los Angeles, California, to-wit, eighty-three (83), were charged to defendant's said telephone.

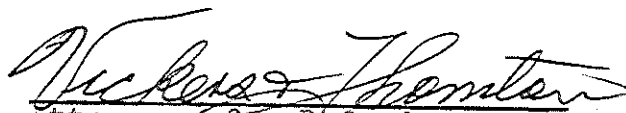
Defendant denies that he owes plaintiff for any long distance telephone calls except those authorized by defendant.

6. Defendant incorporates by reference the first and second paragraphs set out in Plea No. 5 hereinabove set out as and for the first two paragraphs of this plea, and addition thereto, alleges:

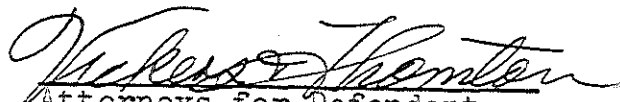
The plaintiff, by its agents, servants or employees acting within the line and scope of their employment, knew that defendant was of the colored race and was not well educated, trained or experienced in business affairs, and that defendant did not have property or funds to pay a large sum of money for telephone service. The plaintiff, by its agents, servants or employees acting within the line and scope of their employment, learned that the number and the charges for long distance telephone calls being charged to defendant's telephone during the months of, to-wit, April and May, 1950 were enormous and unreasonable for a non-commercial telephone of the type service subscribed for by defendant. Notwithstanding such knowledge acquired by plaintiff through its said agents as aforesaid, neither plaintiff nor any of its said agents, servants or employees made

any effort to ascertain whether such unreasonable number of long distance telephone calls were authorized by defendant or to verify whether or not such calls had been or were authorized. On the contrary, plaintiff continued to charge such calls to defendant's telephone well knowing that such calls were unreasonable in number and amount, and without making any effort whatsoever to notify defendant of such unreasonable charges or ascertain whether or not such charges were authorized.

Defendant avers that such unreasonable number of calls and the charges therefor proximately resulted from the plaintiff's negligence in failing to notify defendant thereof and ascertain whether or not such calls were authorized by defendant, wherefore, defendant denies liability therefor.


Attorneys for Defendant

Defendant demands a trial by jury of the issues involved in this case.


Attorneys for Defendant

AT LAW NO. 1552

IN THE CIRCUIT COURT FOR THE
TWENTY-EIGHTH JUDICIAL CIRCUIT
OF ALABAMA

SOUTHERN BELL TELEPHONE & TELE-
GRAPH COMPANY,

Plaintiff,

vs.

CHESTER HUNT,

Defendant.

ANSWER

FILED

AUG 17 1950

ALICE L. DUCK, Clerk

VICKERS AND THORNTON

ATTORNEYS AT LAW

MERCHANTS NATIONAL BANK BUILDING

MOBILE, ALABAMA

RECORDED

IN THE CIRCUIT COURT FOR THE TWENTY-EIGHTH JUDICIAL CIRCUIT
OF ALABAMA.

SOUTHERN BELL TELEPHONE & TELEGRAPH
COMPANY, a Corporation,

Plaintiff,

VS.

CHESTER HUNT,

Defendant.

AT LAW, NO. 1532.

Comes the plaintiff and joins issue, separately and several-
ly, on defendant's pleas numbered, respectively, 1 and 2.

And for answer to defendant's Plea numbered 3, plaintiff
says as follows:

1st. Plaintiff joins issue on said plea.

2nd. And for replication to said plea, plaintiff says
that, pursuant to the statutes and laws of Alabama
in such case made and provided, plaintiff; before
the time of the installation of defendant's tele-
phone and the rendering of telephone service by
plaintiff to defendant, and before the incurring
of the obligation for longdistance telephone calls
sought to be collected in this suit; had filed
with the Alabama Public Service Commission a General
Exchange Tariff for the State of Alabama, which
contained the pertinent provision hereinafter quot-
ed---that is to say:

"10. The subscriber shall pay monthly in advance
or on demand all charges for exchange ser-
vice and equipment and shall pay on demand
all charges for toll service. The subscrib-
er assumes responsibility for all charges for
exchange service and toll messages originat-
ing at the subscriber's station, and for toll
messages received at the subscriber's station
on which the charges have been reversed with
the consent of the person called".

3rd. And for further replication to defendant's Plea No. 3

the plaintiff adopts its replication numbered 2 to
Plea No. 3 as fully as if herein set out afresh, and
adds thereto the following averment:

Plaintiff avers that, at the time plaintiff and defendant contracted together for the rendering of telephone service by plaintiff to defendant, and the installation of the telephone instrument in defendant's residence, the plaintiff lodged with the defendant a telephone directory for the defendant's use, in which telephone directory appeared, under the heading "General Information", the matter set out below.

"TARIFFS. Tariffs which show rates, rules and regulations for telephone service and facilities are on file with the Regulatory Commission having jurisdiction over such matters, and are available for public inspection at our business office."

And for replications to Defendant's Plea No. 4, plaintiff repeats, separately and severally, as fully as if herein set out in full, its replications pleaded to defendant's Plea numbered 3.

And for replication to defendant's Plea No. 5, plaintiff repeats, separately and severally, as fully as if here re-copied in full, its replications pleaded to defendant's Plea numbered 3.

J. B. Thacker
William Reams Tappan Wood Roberts
ATTORNEYS FOR PLAINTIFF.

Replies

Plea

RECORDED

FILED

MAR 129 1951

ALICE J. DUCK, Clerk

PILLANS, REAMS, TAPPAN & WOOD
PILLANS, DOWLEY & GRESHAM
LAWYERS AND PROCTORS
VAN ANTWERP BUILDING
MOBILE, ALA.

IN THE CIRCUIT COURT FOR THE TWENTY-EIGHTH JUDICIAL CIRCUIT
OF ALABAMA.

SOUTHERN BELL TELEPHONE & TELEGRAPH)
COMPANY, a Corporation,)

Plaintiff,)

VS.)

CHESTER HUNT,)

Defendant.)

AT LAW, NO. 1532.

DEMURRER

Comes the plaintiff and demurs to defendant's Plea No. 6,
upon the following grounds:

1. The plea is no answer to the complaint, for that the law does not recognize any difference in the obligation of a public utility to its customers or subscribers because of race or color or financial means.

2. The law does not recognize any difference in the obligation of a public utility to its customers or subscribers because of difference in the degree of education, training and experience among its customers or subscribers.

3. The averment that the plaintiff knew that the defendant did not have enough money to pay a heavy telephone bill, is a conclusion of the pleader, unsupported by an adequate statement of facts.

4. The charge that plaintiff's servants or agents knew that defendant did not have enough money to pay a large longdistance telephone bill, is no answer to an action to recover for such bill when it has been incurred.

5. The plea is no answer to the complaint, for that the verified account sued on shows that a large number of the charges originated in Los Angeles and it is not averred that the telephone exchange in Los Angeles is operated by the servants or agents of the plaintiff.

6. For aught that appears in the said plea, the different longdistance calls were handled by a large number of different employees of the plaintiff, none of whom had knowledge of the fact and number of other calls.

7. The plea furnishes no answer to the action of the plaintiff, for that it does not appear from the said plea that there is any restriction placed on the number or amount of longdistance calls because the defendant's telephone was what the plea styles a "non-commercial" telephone.

8. There is nothing in the said plea from which it appears that there was any duty whatever on plaintiff to ascertain whose voice it was that made the longdistance calls that originated at Chester Hunt's telephone; or that answered, on Chester Hunt's telephone, the calls that originated elsewhere and that are charged to Chester Hunt's telephone.

9. The said plea is no answer to the complaint, for that it seeks to defend against the plaintiff's action, by charging the plaintiff with a tort in failing to notify defendant of the indebtedness incurred by the use of his telephone.

10. The plea is bad, as based on a conclusion of law without statement of supporting facts, in the averment that the plaintiff continued to charge longdistance telephone calls to the telephone, "well knowing that such calls were unreasonable in number and amount".

11. The plea is bad, for that it is based on the notion that the duty was on the plaintiff to police the use of defendant's telephone.

12. The plea is bad, for that it seeks to shift from the defendant's shoulders to the plaintiff's, the duty to police the use of defendant's telephone.

13. The plea is bad, for that it relies upon the notion that the burden is on a telephone company, at its peril, to ascertain that every longdistance call made from or received by the telephone of a subscriber, is made or received with the subscriber's sanction, before the call will be put through.

J. B. Blackburn

William R. Rains, J. B. Blackburn, Wood & Rains

ATTORNEYS FOR PLAINTIFF.

De la Plan

RECORDED

FILED

MAR 1 29 1951

ALICE J. DUCK, Clerk

PILLANS, REAMS, TAPPAN & WOOD
PILLANS, COWLEY & GRESHAM
LAWYERS AND PROCTORS
VAN ANTWERP BUILDING
MOBILE, ALA.

IN THE CIRCUIT COURT FOR THE TWENTYEIGHTH JUDICIAL CIRCUIT
OF ALABAMA

SOUTHERN BELL TELEPHONE & TELEGRAPH)
COMPANY, a Corporation,)

Plaintiff,)

Vs.)

CHESTER HUNT,)

Defendant.)

AT LAW, No. 1532.

PLAINTIFF'S ANSWERS TO DEFENDANT'S
INTERROGATORIES.

Comes the plaintiff in the above styled cause and, for answer to the interrogatories propounded to it by the defendant under the statutes in such case made and provided, says as is set out hereinafter.

Answering Interrogatory No. 1, plaintiff says:

(a) There was no written application for service, made by the defendant to the plaintiff. The application was oral, and pursuant thereto, the telephone was installed in the defendant's house and thereafter service rendered over the instrument in the same fashion as with telephones installed on written application. The installation took place about a year before the incurring of the longdistance tolls that form the subject matter of the action brought by the plaintiff in the instant litigation. The telephone had been in the defendant's house and in use continuously from the time of its installation up to and including the period during which were made and received the longdistance calls, the tolls for which are sought to be recovered in this suit.

(b) Answered by the answer to (a).

Answering Interrogatory No. 2, plaintiff says:

(a) and (b) The Alabama Public Service Commission promulgated and published in 1930 a booklet containing the General Rules governing Electric, Gas, Water, Telephone and Telegraph Utilities, effective April 15, 1930. Among the Rules governing telephone utilities, are Rules 3 and 15, which are set out below:

Service accepted this 10th day of August, 1951.
Vicinus and Thornton
By Marjorie Dodge

GENERAL ORDER U-3
(Adopted Apr. 15, 1930)

General Rules Applying to Telephone Companies Operating
Under the Jurisdiction of the Alabama
Public Service Commission

RULE 3

Requirements for Service.— Any telephone company may decline to serve a subscriber or prospective subscriber until he has complied with the State and municipal regulations governing such service, and the rules and regulations of the company furnishing the service, provided such rules and regulations have been approved by the Commission.

RULE 15

Filing of Rate Schedules, Rules and Regulations.—

(a) Copies of all schedules of rates for telephone service, forms of standard contracts, and charges for service connections and extensions shall be filed by each company in the office of the Commission within thirty days from the effective date of this order. Complete schedules, standard contract forms, rules and regulations, etc., as filed with the Commission, shall also be on file in the local office of the company, and shall be open to the inspection of the public.

(b) It is required that a copy of the rules and regulations for telephone service, as published and furnished by Alabama Public Service Commission, be on file and open to the inspection of the public.

(c) It is recommended that the attention of the public be called to these files of schedules, rules and regulations by placing a suitable placard in the office of the telephone company.

In 1936, the Alabama Public Service Commission promulgated and published a booklet revising its General Rules as to utilities, in some particulars. This Revision was effective January 1st, 1936.

The General Rules were adopted by General Orders of the Commission. The General Order covering telephone utilities, was General Order U-3.

In the 1936 Revision, General Rule 3, hereinbefore set out, remains unchanged. Paragraph (a) of General Rule 15 remains unchanged. Paragraphs (b) and (c) of General Rule 15 are amended so as to read as set out below:

(b) It is required that a copy of the rules and regulations for telephone service, as published and furnished by Alabama Public Service Commission, be on file in each business office and that such copy be open to the inspection of the public.

(c) It is recommended that the attention of the public be called to these files of schedules, rules and regulations by placing a suitable placard in the business offices of telephone companies.

The change made in Paragraph (b) is to specify the place where the stated information shall be kept on file ("in each business office").

The change made in Paragraph (c) is the insertion of the word "business" before the word "offices" of the telephone company.

The said revision of 1936 was made pursuant to Report and Order of the Alabama Public Service Commission made on January 8, 1936, a copy of which is set out below.

40

STATE OF ALABAMA
ALABAMA PUBLIC SERVICE COMMISSION
Montgomery

ALABAMA PUBLIC SERVICE COMMISSION)

VS.

ALL ELECTRIC, GAS, WATER, STREET-
RAILWAY UTILITIES and TELEPHONE
and TELEGRAPH COMPANIES, Doing
Intrastate Business within the
State of Alabama.

) C I T A T I O N

) In re: General Rules and
) Regulations applying to the elec-
) tric, gas, water and street rail-
) way utilities, and telephone and
) telegraph companies doing intra-
) state business within the State
) of Alabama.

) DOCKET 6789.

REPORT AND ORDER OF THE COMMISSION

On October 22, 1935, the Commission issued its citation in this proceeding to all electric, gas, water and street railway utilities, telephone and telegraph companies doing business intrastate within the State of Alabama to appear before the Commission at its office in Montgomery, Alabama, on December 3rd, 1935, to show cause why the Commission should not prescribe such general rules and regulations to govern the operations of said utilities, telephone and telegraph companies as might be found to be just, reasonable and necessary.

In its notice issued on said date of October 22, 1935, to such utilities, telephone and telegraph companies, hereinafter styled "respondents", the Commission gave notice that its purpose in this proceeding was to make such revisions of its existing general rules and regulations applying to such respondents, heretofore adopted and in effect, as might be found to be reasonable and necessary and to establish such additional general rules to govern such respondents as might also be found to be reasonable and necessary.

A public hearing was had of said proceedings at the Commission office on December 3, 1935, pursuant to such notice, at which time a large number of such utilities, telephone and telegraph companies appeared and offered their suggestions touching such general rules and regulations now in effect, the revision thereof and the addition of other general rules to govern such respondents.

At said hearing, the Commission and its Chief Engineer discussed all such proposals, as well as the revisions and additional rules recommended for adoption by the Commission's Chief Engineer.

At the conclusion of said hearing, the Commission announced that there would be a tentative report by its Chief Engineer recommending revisions of such existing general rules and additional rule to be adopted and that respondents would be served with copy of such tentative report and be given until December 30, 1935, within which to file exceptions to such tentative report, or any part thereof.

Subsequently the time for filing such exceptions was extended January 7, 1936. Such exceptions were filed by a number of respondents.

The Commission has given consideration to its order of citation, to all its existing general rules and regulations coming within the scope of this proceeding, to all the evidence in this cause and to all the exceptions filed by respondents and to the suggestions offered by Hon. W. M. Brunson, Peoples Attorney, and finds as follows:

That all the Commission's General Rules and Regulations, within the scope of this proceeding, applying to electric, gas, water and street railway utilities, telephone and telegraph companies, as heretofore published by authority of the Commission in printed pamphlet form to be effective April 15, 1930, as heretofore amended by formal orders of the Commission, should continue in effect for the future, subject to those changes of some and cancellation of others of such existing rules, and addition of other rules, as set out in Exhibit 1 attached hereto, which should be approved.

Notice is hereby given that the Commission will have printed in pamphlet form all of its General Rules and Regulations, within the scope of this proceeding, applying to the respondent and made effective for future application by this order, including all such general rules and regulations now in effect and continued in effect by this order, as well as the rules and regulations which are revised and those which are added by this order, so that the respondents, their customers and the public may have in complete form all such general rules and regulations to be effective for the future, coming within the scope of this proceeding. The printed pamphlet so issued will show that the rules therein are published by authority of the Commission and made effective under and by virtue of the order in this proceeding.

In the printing of such pamphlet, it may be necessary to change the numerical designation of rules, sections and paragraphs as now set forth in the present printed pamphlet and in Exhibit 1 hereto, but the rules as hereafter printed will otherwise be as they are adopted by this order.

The premises considered,

IT IS ORDERED BY THE COMMISSION, as follows:

That all the Commission's General Rules and Regulations within the scope of this proceeding applying to electric, gas, water and street railway utilities, telephone and telegraph companies as heretofore published by authority of the Commission in printed pamphlet form to be effective April 15, 1930, as heretofore amended by formal orders of the Commission, are hereby continued in effect for the future, subject to those changes of some and cancellation of others of such existing rules, and addition of other rules, as set out in Exhibit 1 attached hereto and made a part hereof, which are hereby approved.

The General Rules and Regulations of the Commission herein approved and applying to said respondents shall be effective on and after January 1, 1936, and until otherwise ordered by the Commission.

Done at office in Montgomery, Alabama, on this January 8, 1936.

ALABAMA PUBLIC SERVICE COMMISSION

/s/ Hugh White
Hugh White, President.

/s/ H. F. Lee
H.F. Lee, Associate Commissioner.

/s/ Frank P. Morgan
Frank P. Morgan, Associate ~~Commis~~ Commissioner.

ATTEST:

A true copy.

/s/ Lamar Wiley
Lamar Wiley, Secretary.

The plaintiff, pursuant to the said Rules and Regulations of the Alabama Public Service Commission, filed with that Commission certain "General Exchange Tariffs". These provisions were from time to time amended, the last amendment being effective from and after September 23, 1942. Included in these General Exchange Tariffs are sundry rules and regulations which are declared to apply to all subscribers' contracts. Set out below is a verbatim copy of the said rules and regulations, so applying to all subscribers' contracts:

"SOUTHERN BELL TELEPHONE GENERAL EXCHANGE TARIFF Sec. 28
AND TELEGRAPH COMPANY Third Revised Sheet 2
Cancelling Second Revised Sheet 2

RULES AND REGULATIONS APPLYING TO ALL SUBSCRIBERS' CONTRACTS.

7. When party line service is furnished, the Telephone Company may in consideration of the rate at which service is furnished, establish and furnish service to one other subscriber in the case of two-party line service, and other subscribers in the case of multi-party (more than two-party) line service. The Telephone Company reserves the right to cancel any two-party line or multi-party line contract, upon thirty days' notice, whenever in the judgment of the Company, the use of the subscriber holding such contract is such, from large use or other causes, as to interfere with the reasonable use of others connected with the same line.

8. All ordinary expense of maintenance and repairs, unless otherwise specified in the General Exchange Tariff or the Local Exchange Tariffs, is borne by the Telephone Company. The subscriber is billed the actual cost of each telephone instrument or piece of apparatus injured or destroyed otherwise than by unavoidable accident.

9. The Telephone Company's obligation to furnish telephone service is dependent upon its ability to procure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits.

10. The subscriber shall pay monthly in advance or on demand all charges for exchange service and equipment and shall pay on demand all charges for toll service. The subscriber assumes responsibility for all charges for exchange service and toll messages originating at the subscriber's station, and for toll messages received at the subscriber's station on which the charges have been reversed with the consent of the person called.

11. All charges due by the subscriber are payable by the subscriber at the Telephone Company's Commercial Office or at any other agency duly authorized to receive such payments. If objection in writing is not received by the Telephone Company within thirty days after the bill is rendered the account shall be deemed correct, and binding upon the subscriber.

12. In the event of abandonment of the station, the non-payment of any sum due for exchange, toll or other services or any other violation by the subscriber of the Telephone Company's rules and regulations applying to subscribers contracts or to the furnishing of service, the Company may without notice, either (a) suspend service until all violations have ceased, or (b) terminate the subscriber's contract without suspension of service or (c) following a suspension of service, sever the connection and remove any of its equipment from the subscriber's premises.

13. Should service be suspended for non-payment of charges, restoration of service will be made only as prescribed under "Restoration of Service"

Issued October 1, 1941-

Effective October 1, 1941.

By F. J. Turner, General Commercial Manager, Atlanta, Ga."

Rule No. 10 imposes liability on the defendant for the matters and facts set out in plaintiff's complaint.

(b) Answered by the answer to (a).

Answering Interrogatory No. 3, plaintiff says:

There was no other administrative Rule or Regulation affecting the rights of the parties to this litigation, so far as is known to plaintiff.

Answering Interrogatory No. 4, plaintiff says:

(a) and (b). Filed with these answers are photostatic copies of all the longdistance telephone toll slips that cover the toll charges that are controverted in this litigation. It is not practicable to attach physically to these answers, the said photostats.

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY,

By

Its

J. B. King
Manager

STATE OF ALABAMA,)
MOBILE COUNTY.)

Before me, the undersigned authority, this day personally appeared J. B. King, who, being by me first duly sworn, doth on oath depose and say as is set out below:

I am Manager at Mobile for the Southern Bell Telephone & Telegraph Company, the plaintiff named in the foregoing Answers to Defendant's Interrogatories. I was such Manager during all the times pertinent to this litigation and to the matters and facts inquired about in defendant's interrogatories to plaintiff.

I am authorized to make this oath on behalf of the plaintiff, and I do make oath to the truth of the matters and facts stated in the foregoing answers.

Subscribed and sworn to by J. B. King before me this 7th day of August, 1951.

R. H. Burns
Notary Public, Mobile County, Alabama.

My Commission Expires

Feb 15, 1954

FILED
AUG 13 1951
ALICE J. DUCK, Clerk

PILLANS, COWLEY & GRESHAM
LAWYERS AND PROCTORS
VAN ANTWERP BUILDING
MOBILE, ALA.

IN THE CIRCUIT COURT FOR THE TWENTY-EIGHTH JUDICIAL CIRCUIT
OF ALABAMA

SOUTHERN BELL TELEPHONE & TELE-
GRAPH COMPANY, a Corporation,

Plaintiff,

vs.

AT LAW NO. 1532

CHESTER HUNT,

Defendant.

DEMURRER TO REPLICATION

Comes now the defendant in the above entitled cause and demurs to the replication designated "2nd" and as grounds for such demurrer assigns, separately and severally, the following:

1. The facts alleged therein do not constitute a replication to the pleas, or either of them, to which it is addressed.

2. Sufficient facts are not alleged therein to make it a replication to the pleas, or either of them, to which it is addressed.

3. The General Exchange Tariff is not authorized by by statutes and laws of the State of Alabama.

4. Sufficient facts are not alleged therein to show that said General Exchange Tariff is authorized by the statutes and laws of the State of Alabama.

5. For aught appearing to the contrary therefrom, said General Exchange Tariff is not authorized by the statutes and laws of the State of Alabama.

6. Said General Exchange Tariff is unjust, unreasonable, excessive, discriminatory and otherwise contrary to the statutes

in such cases made and provided.

7. Sufficient facts are not alleged therein to show that said General Exchange Tariff is reasonable and just as required by the statutes of the State of Alabama.

8. Said General Exchange Tariff is unjust, unreasonable, excessive, discriminatory and otherwise contrary to the Constitution of the State of Alabama.

9. Sufficient facts are not alleged therein to show that said General Exchange Tariff is reasonable and just as required by the Constitution of the State of Alabama.

10. Said General Exchange Tariff does not apply to the telephone calls here involved since they involve interstate commerce over which Congress has now taken exclusive regulation.

11. Said General Exchange Tariff as sought to be applied in this case violates the Commerce Clause of the Federal Constitution.

12. Sufficient facts are not alleged therein to show that said General Exchange Tariff applies to the defendant herein.

Comes now the defendant and demurs to the replication designated "3rd" and as grounds for such demurrer assigns, separately and severally, the grounds numbered 1-12 inclusive, hereinabove set out and in addition thereto, separately and severally, the following:

13. For that defendant is not bound in contract or otherwise to the plaintiff because of any printed matter set out in any telephone directory printed by the plaintiff.

14. Sufficient facts are not alleged therein to show that defendant is bound in contract or otherwise to the plain-

tiff from any printed matter set out in any telephone directory printed by plaintiff.

15. For that said replication seeks to bind the defendant in contract by silence.

16. For aught appearing to the contrary therefrom, the defendant was not aware of the fact that any such printed matter was set out in any telephone directory printed by plaintiff.

17. Sufficient facts are not alleged therein to show that the defendant accepted telephone service on any such condition as is sought to be set out in said replication.

18. Sufficient facts are not alleged therein to show any meeting of the minds of the parties concerning said printed matter set out in any telephone directory printed by plaintiff.

19. Sufficient facts are not alleged therein to show that the defendant agreed to be bound by any of the matters and things set out in said replication.

20. Sufficient facts are not alleged therein to show that the defendant obligated himself to all of the provisions set out in any telephone directory printed by plaintiff.

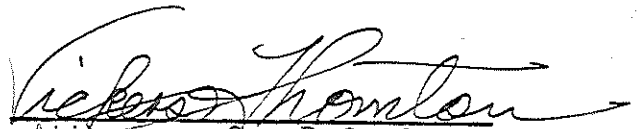
21. For aught appearing to the contrary therefrom, the defendant did not have a telephone directory at the time the telephone calls were made as set out in the complaint.

22. Sufficient facts are not alleged therein to show that the acceptance of telephone service by defendant was conditioned on any of the matters and things set out in said replication.

Comes now the defendant and demurs to the replication

to defendant's plea number 4 and as grounds for such demurrer assigns, separately and severally, the grounds numbered 1-22 inclusive, hereinabove set out.

Comes now the defendant and demurs to the replication to defendant's plea number 5 and as grounds for such demurrer assigns, separately and severally, the grounds numbered 1-22, inclusive, hereinabove set out.


Attorneys for Defendant

SOUTHERN BELL TELEPHONE & TELEGRAPH
COMPANY, a corporation,

Plaintiff,

vs.

CHESTER HUNT,

Defendant.

DEMURRER TO REPLICATION

Filed: 4 October 1951.

*Telfair J. Madlebary, Jr.
Judge*

RECORDED

VICKERS AND THORNTON

ATTORNEYS AT LAW

MERCHANTS NATIONAL BANK BUILDING

MOBILE, ALABAMA

IN THE CIRCUIT COURT FOR THE TWENTY-EIGHTH JUDICIAL CIRCUIT
OF ALABAMA

SOUTHERN BELL TELEPHONE & TELE-
GRAPH COMPANY, a Corporation,

Plaintiff,

vs.

AT LAW NO. 1532

CHESTER HUNT,

Defendant.

DEMURRER TO REPLICATIONS A, B AND C

Comes now the defendant in the above entitled cause and demurs to the replication designated "A" and as grounds for such demurrer assigns, separately and severally, the grounds numbered 1 - 22 inclusive set out in the demurrer to the replication heretofore filed herein, and in addition thereto, separately and severally, the following:

23. Sufficient facts are not set out to show that defendant assumed responsibility for said calls.

24. The allegation that defendant assumed responsibility for said calls is a mere conclusion of the pleader.

25. Sufficient facts are not alleged to identify the appropriate Regulatory Commission, if any.

26. Sufficient facts are not alleged therein to show that the defendant agreed to assume any such liability.

27. For that it affirmatively appears therefrom that defendant was not made aware of any rules and regulations concerning said calls.

28. For aught appearing to the contrary therefrom, defendant was unaware of the provisions of any such rules or regulations.

29. For that it affirmatively appears therefrom that there was no meeting of the minds of the parties concerning the contents of any such rules or regulations.

30. For aught appearing to the contrary therefrom, there was no meeting of the minds of the parties concerning the contents of any such rules or regulations.

31. For that said replication seeks to bind defendant in a contract by defendant's silence.

Comes now the defendant and demurs to the replication designated "B" and as grounds for such demurrer assigns, separately and severally, the grounds numbered 1-31 inclusive, and in addition thereto, assigns, separately and severally, the following:

32. Sufficient facts are not alleged to show that any such regulation was approved by the Federal Communications Commission or any other agency.

33. For aught appearing to the contrary therefrom, said regulation was not approved by the Federal Communications Commission.

34. Sufficient facts are not alleged therein to show that said regulation applies to defendant in this suit.

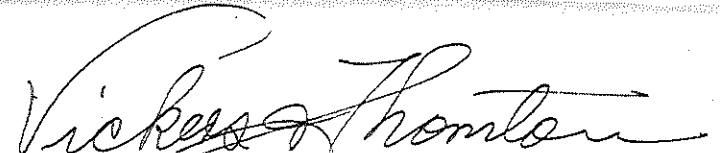
35. Sufficient facts are not alleged therein to show the said regulation is authorized by the appropriate statutes or laws.

36. Sufficient facts are not alleged therein to show that the said regulation is authorized by the statutes or laws of the United States.

37. Sufficient facts are not alleged therein to show

that said regulation is reasonable and just as required
by the appropriate statutes.

Comes now the defendant in the above entitled cause
and demurs to the replication designated "C" and as grounds
for such demurrer assigns, separately and severally, the
grounds numbered 1-37 inclusive heretofore set out.


Attorneys for Defendant

SOUTHERN BELL TELEPHONE & TELEGRAPH
COMPANY, a Corporation,

Plaintiff,

vs.

CHESTER HUNT,

Defendant.

DEMURRER TO REPLICATIONS

A, B, and C

RECORDED

*Filed 10-4-5-1
A. J. Vickers
V. C. Hunt*

VICKERS AND THORNTON

ATTORNEYS AT LAW

MERCHANTS NATIONAL BANK BUILDING

MOBILE, ALABAMA

And for further replication to defendant's Plea number 5, plaintiff repeats, separately and severally, as fully as if set out again in full, replications "A", "B" and "C" pleaded to defendant's Plea number 3.

J. B. Blackman
Pillars Reams Jaffan Wood & Robert
Attorneys for plaintiff

Demar

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Jelfair J. Mablebury
Judge.

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time of the installation of defendant's telephone and the rendering of telephone service by plaintiff to defendant, and before the incurring of the obligation for longdistance telephone calls sought to be collected in this suit; had filed with the Federal Communications Commission, and had printed and kept open for public inspection, schedules showing, among other things, the practices and regulations of the plaintiff affecting the carriage of communications in interstate commerce over its wires. And plaintiff avers that included in the said schedules was the provision set out below:

"8. Payment for Service

The customer is responsible for payment of all charges for facilities and services furnished the customer, including charges for services originated, or charges accepted, at such facilities."

C. And for further replication to defendant's said plea, the plaintiff adopts its replication lettered "B" as fully as if herein set out afresh, and adds thereto the following averment:

Plaintiff avers that, at the time plaintiff and defendant contracted together for the rendering of telephone service by plaintiff to defendant, and the installation of the telephone instrument in defendant's residence, the plaintiff lodged with the defendant a telephone directory for the defendant's use, in which telephone directory appeared, under the heading "General Information", the matter set out below.

"TARIFFS. Tariffs which show rates, rules and regulations for telephone service and facilities are on file with the Regulatory Commission having jurisdiction over such matters, and are available for public inspection at our business office."

And for further replication to defendant's Plea number 4, plaintiff repeats, separately and severally, as fully as if set out again in full, replications "A", "B" and "C" pleaded to defendant's Plea number 3.

IN THE CIRCUIT COURT FOR THE TWENTY-EIGHTH JUDICIAL CIRCUIT OF
ALABAMA

SOUTHERN BELL TELEPHONE & TELE-)	
GRAPH COMPANY, a Corporation,)	
)	
VS.)	AT LAW NO. 1532.
)	
CHESTER HUNT,)	
)	
Defendant.)	

Comes the plaintiff and, demurrers having been sustained to plaintiff's replications to defendant's Pleas numbered 3, 4 and 5, amends its pleading by adding the following replications:

A. And for further replication to defendant's Plea numbered 3, plaintiff says that at the time that plaintiff and defendant contracted together for the rendering of telephone service by plaintiff to defendant and the installation of the telephone instrument in defendant's residence, the plaintiff lodged with the defendant a telephone directory for defendant's use, in which telephone directory appeared, under the heading "General Information", the matter set out below:

"TARIFFS. Tariffs which show rates, rules and regulations for telephone service and facilities are on file with the Regulatory Commission having jurisdiction over such matters, and are available for public inspection at our business office."

And plaintiff avers that the said tariffs showing rates, rules and regulations for telephone service were in fact available for public inspection at plaintiff's business office.

And plaintiff avers that such inspection would have disclosed a provision that the subscriber for telephone service assumed responsibility for all charges for toll messages originating at the subscriber's station, and for toll messages received at the subscriber's station on which the charges had been reversed with the consent of the person called.

B. And for further replication to the said Plea, plaintiff says that, pursuant to the statutes and laws of the United States of America in such case made and provided, plaintiff; before the

IN THE CIRCUIT COURT FOR THE TWENTY-EIGHTH JUDICIAL CIRCUIT
OF ALABAMA

SOUTHERN BELL TELEPHONE &
TELEGRAPH COMPANY, a Corpo-
ration,

Plaintiff,

vs.

CHESTER HUNT,

Defendant.

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AT LAW NO. 1532

WITHDRAWAL OF JURY DEMAND

Comes now CHESTER HUNT, defendant in the above
entitled cause and withdraws his demand for a jury trial.

Vicente Thornton
Attorneys for Defendant

The plaintiff assents to the said
withdrawal.

J. B. Blackburn
William Reams, Tappan, Wood & Roberts
Plf's. Atty's. of record

AT LAW NO. 1532

* * * * *

SOUTHERN BELL TELEPHONE & TELE-
GRAPH COMPANY, a Corporation,

Plaintiff,

vs.

CHESTER HUNT,

Defendant.

* * * * *

WITHDRAWAL OF JURY DEMAND

* * * * *

FILED

OCT 23 1951

ALICE J. DUCK, Clerk

VICKERS AND THORNTON

ATTORNEYS AT LAW

MERCHANTS NATIONAL BANK BUILDING

MOBILE, ALABAMA

RECORDED

IN THE CIRCUIT COURT FOR THE TWENTYEIGHTH JUDICIAL CIRCUIT OF
ALABAMA

SOUTHERN BELL TELEPHONE & TELE-)
GRAPH COMPANY, a Corporation,)
Plaintiff,)

VS.)

CHESTER HUNT,)
Defendant.)

AT LAW No. 1532.

October 23, 1951.

This day came the parties by their attorneys, and the cause was submitted on the merits for final judgment, and it appearing to the Court that the demand for jury trial has been withdrawn, and that the cause may be heard and determined by the Judge without a jury, and it further appearing to the Court that there was a genuine dispute in good faith between the parties with reference to the amount due from the defendant to the plaintiff and that the parties have agreed upon an adjustment in compromise between their views as to the amount due and have further agreed that judgment should be rendered for the plaintiff and against the defendant for the sum so agreed upon, and that the costs should be divided equally between the parties, and it further appearing that the sum so agreed upon is one hundred fifty and No/100 (\$150.00) dollars; and the Court being of opinion that judgment should be rendered in accordance with the compromise agreement of the parties as aforesaid;

IT IS CONSIDERED, ORDERED AND ADJUDGED by the Court that the plaintiff do have and recover of the defendant the said sum of one hundred fifty and No/100 (\$150.00) dollars, together with a one-half part of the costs of this cause; for all of which let execution issue.

Jeffrey A. Mable, Jr.
JUDGE.

TO DIRECTOR, BUREAU OF INVESTIGATION, U.S. DEPARTMENT OF JUSTICE, WASHINGTON, D.C.

REPLY

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OCT 23 1951
ALICE J. DUCK, Clerk

