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You are hereby commanded to summon Sunnyland Contracting Company, Inc., a corporation to appear within thirty days from the service of this writ in the Circuit Court, to be held for said County at the place of holding the same, then and there to answer the complaint of Frank Mason.

Deice A. Alcock
Clerk.

1.

2.

C. E. Gray Thompson
Attorney for the Plaintiff. //

Plaintiff demands a jury trial.

C. L. You Thompson
Attorney for the Plaintiff.

Defendant is presently operating in
Escambia County.

Received in Sheriff's Office
this 12 day of Feb, 1953
TAYLOR WILKINS, Sheriff

7201919

FRANK MASON ORIGINAL

PLAINTIFF

VS

SUNNYLAND CONTRACTING CO., INC.
a corporation

DEFENDANT

Summon & Complaint

Executed this
19th. Day Feb. 1953.
by serving Summon
& Complaint on
J. P. Murray
Foreman for
Sunnyland Contracting
Co. Inc.

J. L. Meeks Sheriff
By N. A. Deale D.S.

FILED
FEB 12 - 1953
ALICE A. DUCK, Clerk

FRANK MASON,

VS.

Plaintiff,

SUNNYLAND CONSTRUCTION
COMPANY, INC., a Corpora-
tion,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

DEMURRER

Now comes the defendant and for demurrer to the complaint
and to each and every count thereof, separately and severally,
says:

1. It does not state a cause of action.

Lyon Pipes & Cook

J. B. Blackburn

Attorneys for Defendant.

1919

DEMURRER

FRANK MASON,

Plaintiff,

VS.

SUNNYLAND CONSTRUCTION COMPANY,
INC., a Corporation,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

FILED

3-20-19

MADE A TICK, CLK

FRANK MASON,

VS.

Plaintiff,

SUNNYLAND CONTRACTING COM-
PANY, INC.,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW NO. 1919

AMENDED DEMURRER

Now comes the defendant and amends the demurrer heretofore filed by it in this cause so that, as amended, it will read as follows:

Now comes the defendant and demurs to the complaint and to each and every count thereof, separately and severally, and as grounds of such demurrer sets down and assigns, separately and severally, the following:

1. It does not state a cause of action.
2. The place where the alleged accident is supposed to have happened is not accurately set out in the complaint.
3. No facts are alleged to show that the plaintiff was injured by the alleged negligent conduct of the defendant's agent, servant or employee.
4. No facts are alleged to show that plaintiff's property was damaged by the alleged negligent acts of the defendant's agent, servant or employee.
5. It does not allege that the defendant willfully or wantonly injured the plaintiff.
6. It does not allege that the defendant willfully or wantonly damaged or injured the plaintiff's property.

J. B. Blackburn
Lyons, Pipes & Cook
Attorneys for defendant.

1919
AMENDED DEMURRER

FRANK MASON,

Plaintiff,

VS.

SUNNYLAND CONTRACTING COMPANY,
INC.,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW NO. 1919

Filed Aug 19, 1953
Mustang

Replied to amended
Complaint 8-25-53
J.B. Blackburn

J. B. BLACKBURN

ATTORNEY AT LAW

BAY MINETTE, ALABAMA

AMENDED COMPLAINT

FRANK MASON,	§	
Plaintiff,	§	IN THE CIRCUIT COURT OF
vs.	§	BALDWIN COUNTY, ALABAMA
SUNNYLAND CONTRACTING CO., INC.,	§	AT LAW
a Corporation,	§	
Defendant.	§	

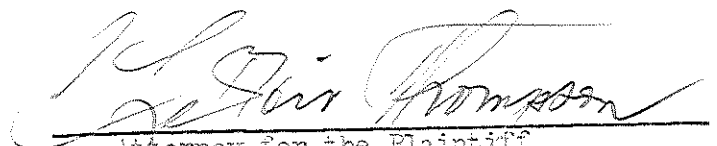
1.

The plaintiff claims of the defendant the sum of One Thousand Dollars (\$1,000.00) as damages for that heretofore, on, to-wit, March 11, 1952, Dorris Thibodeaux, an agent, servant or employee of the defendant, while acting within the line and scope of his authority as such, was operating an automobile trailer truck upon and along a public highway, to-wit, U. S. Highway 31, about one and a quarter miles from the court house in Bay Minette, Alabama, that at said time and place said servant, agent or employee of the defendant, while acting within the line and scope of his authority, negligently caused or negligently allowed an automobile trailer truck operated by said agent, servant or employee of said corporation to run upon or against an automobile truck which plaintiff was operating, causing great damages and injuries to the plaintiff's automobile truck: the top, radiator, cab, left front tire and tube, and fenders, and other parts of plaintiff's automobile truck were broken, bent, smashed or otherwise damaged and injured all to the damage of the plaintiff, as aforesaid. The plaintiff alleges that his said damages to his said automobile truck were proximately caused by the negligence of the said Dorris T. Thibodeaux, in his capacity as agent, servant or employee of Sunnyland Contracting Co., Inc., a corporation, defendant in this matter, in that the said agent, servant or employee of the said corporation negligently caused, allowed or permitted said automobile trailer truck to run upon, over or against the automobile truck of the plaintiff, and as a proximate consequence thereto the plaintiff's automobile truck was damaged and injured, as aforesaid.

2.

The plaintiff claims of the defendant the sum of One Thousand Dollars (\$1,000.00) as damages for that heretofore, on, to-wit, March 11, 1952, Dorris Thibodeaux, an agent, servant or employee of the defendant, while acting

within the line and scope of his authority as such, was operating an automobile trailer truck upon and along a public highway, to-wit, U. S. Highway 31, about one and a quarter miles from the court house in Bay Minette, Alabama, that at said time and place said servant, agent or employee of the defendant, while acting within the line and scope of his authority, ~~wantonly caused or wantonly allowed an automobile trailer truck operated~~ by said agent, servant or employee of said corporation to run upon or against an automobile truck which plaintiff was operating, causing great damages and injuries to the plaintiff's automobile truck: the top, radiator, cab, left front tire and tube, and fenders, and other parts of plaintiff's automobile truck were broken, bent, smashed or otherwise damaged and injured all to the damage of the plaintiff, as aforesaid. The plaintiff alleges that his said damages to his said automobile truck were proximately caused by the wantonness of the said Dorris T. Thibodeaux, in his capacity as agent, servant or employee of Sunnysland Contracting Co., Inc., a corporation, defendant in this matter, in that the said agent, servant or employee of the said corporation wantonly caused, allowed or permitted said automobile trailer truck to run upon, over or against the automobile truck of the plaintiff, and as a proximate consequence thereto the plaintiff's automobile truck was damaged and injured, as aforesaid.


Attorney for the Plaintiff

1919

FRANK MASON,

Plaintiff,

vs.

SUNNYLAND CONTRACTING CO., INC.,

A Corporation,

Defendant.

AMENDED COMPLAINT

FILED

AUG 20 1953

ALICE J. DUCK, Clerk

From the Law office of
C. LENOIR THOMPSON,
Attorney at Law

COMPLAINT AS LAST AMENDED

FRANK MASON,

Plaintiff,

Vs.

SUNNYLAND CONTRACTING CO., INC.,
a Corporation,

Defendant.

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IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

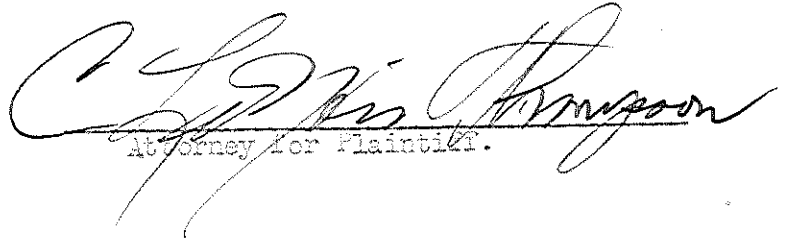
AT LAW NO. 1919

The plaintiff claims of the defendant the sum of One Thousand Dollars (\$1,000.00) as damages for that heretofore, on, to-wit, March 11, 1952, Dorris Thibodeaux, agent, servant or employee of the defendant, while acting within the line and scope of his authority as such, was operating an automobile trailer truck upon and along a public highway, to-wit, U. S. Highway Numbered 31, about one and a quarter miles Northeast from the court house in Bay Minette, Alabama, that at said time and place said servant, agent or employee of the defendant, while acting within the line and scope of his authority, negligently caused or negligently allowed an automobile trailer truck operated by said agent, servant or employee of said corporation to run upon or against an automobile truck which plaintiff was operating, causing great damages and injuries to the plaintiff's automobile truck: The top, radiator, cab, left front tire and tube, and fenders, and other parts of plaintiff's automobile truck were broken, bent, smashed or otherwise damaged and injured, all to the damage of the plaintiff, as aforesaid. The plaintiff alleges that his said damages to his said automobile truck were proximately caused by the negligence of the said Dorris T. Thibodeaux, in his capacity as agent, servant or employee of Sunnyland Contracting Co., Inc., a corporation, defendant in this matter, in that the said agent, servant or employee of the said corporation negligently caused, allowed or permitted said automobile trailer truck to run upon, over or against the automobile truck of the plaintiff, and as a proximate consequence thereto the plaintiff's automobile truck was damaged and injured, as aforesaid.

2.

The plaintiff claims of the defendant the sum of One Thousand Dollars (\$1,000.00) as damages, for that plaintiff avers that on, to-wit, March 11, 1952, plaintiff was operating an automobile truck on a public highway, to-wit, U. S. Highway Numbered 31, in Baldwin County, Alabama, about one and a quarter miles Northeast from the court house in Bay Minette, Alabama, and on, to-wit,

said day and date, Dorris Thibodeaux, defendant's servant, agent or employee, while acting within the line or scope of his employment, with reckless disregard to consequences, being conscious at that time that his conduct in so doing would probably result in disaster, wilfully or wantonly damaged plaintiff's automobile truck by running into him with an automobile trailer truck, and as the proximate result and consequence of said wilful or wanton conduct, plaintiff's automobile truck was damaged in this, to-wit: The top, radiator, cab, left front tire and tube, and fenders, and other parts of plaintiff's automobile truck were broken, bent, smashed or otherwise damaged and injured, all to the damage of the plaintiff, and for all of which he claims damages in the sum aforesaid.


Attorney for Plaintiff.

1919
FRANK MASON,

Plaintiff,

vs.

SUNNYLAND CONTRACTING CO., INC.,
a Corporation,

Defendant.

COMPLAINT AS LAST AMENDED

1919
From the Law Office of
C. LENOIR THOMPSON
Attorney at Law

Filed 8-25-19
Alice J. Linder
Clerk