

LOUISVILLE & NASHVILLE	X		
RAILROAD COMPANY, INC.,			
A corporation,	X	IN THE CIRCUIT COURT OF	
Plaintiff,	X		
	X	BALDWIN COUNTY, ALABAMA	
vs.			
	X	AT LAW	NO. 8906
CLEDIS PETERSON,	X		
Defendant.	X		

ANSWERS TO INTERROGATORIES

Comes now Louisville & Nashville Railroad Company, Inc., a corporation, the Plaintiff in the above styled cause, by and through T. W. Hennessey, as its agent, and for answer to the Interrogatories propounded to it in said cause, says, under oath, as follows:

1. Yes.
2. July 3, 1967.
3. No.
4. No.
5. Not applicable.
6. Not applicable.
7. No.
8. Not applicable.
9. Not applicable.
10. Yes.
11. May 24, 1965.
12. Yes; 19 hours and 15 minutes due to wreck at Perdido, Alabama.
13. No.
14. Not applicable.
15. Not applicable.
16. Yes.
17. May 24, 1965.

18. Yes; 7 hours and 45 minutes due to wreck at Perdido, Alabama.
19. No.
20. Not applicable.
21. Not applicable.
22. Yes.
23. May 23, 1965.
24. No.
25. No.
26. Not applicable.
27. Not applicable.
28. The Plaintiff respectfully refuses to answer this interrogatory inasmuch as the matter called for is impertinent.

STATE OF KENTUCKY

JEFFERSON COUNTY

Before me, the undersigned authority, personally appeared T. W. Hennessey, who is known to me and who, after being by me first duly and legally sworn, deposes and says:

That he has read the foregoing Answers to Interrogatories propounded to the L & N Railroad Company in the said cause, and that the answers are true to the best of his knowledge, information and belief, and that he does believe them to be true.

Sworn to and subscribed before me this 15th day of ~~September~~, 1970.

Marvin J. Pavey
Notary Public, Jefferson County, Kentucky

My Commission Expires March 12, 1974

FILED

OCT 19 1970

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 19th day of Oct, 1970.

Eleanor Ball

AUDIE J. DICK CLERK
REGISTERED

LOUISVILLE & NASHVILLE RAILROAD)		
COMPANY, INC., a corporation,)		
Plaintiff,)	IN THE CIRCUIT COURT OF	
VS.)	BALDWIN COUNTY, ALABAMA	
CLEDIS PETERSON,)	AT LAW	NO. 8906
Defendant.)		

INTERROGATORIES TO PLAINTIFF

Now comes the defendant in the above styled cause and propounds the following interrogatories to the plaintiff:

1. State whether or not you agreed to haul two trailers of watermelons for the defendant from Summerdale, Alabama, to Worchester, Massachusetts, on June 22, 1967.

2. If your answer to the foregoing interrogatory is yes, please state the date said watermelons were delivered in Worchester, Massachusetts.

3. State whether or not the shipment of said watermelons was delayed for any length of time in route from Summerdale, Alabama, to Worchester, Massachusetts, and if so, the reason for the delay.

4. State whether or not you agreed to ship one carload of potatoes for the defendant on May 19, 1965, from Summerdale, Alabama, to Cincinnati, Ohio.

5. If your answer to the foregoing interrogatory is yes, state the date said potatoes were delivered in Cincinnati, Ohio.

6. State whether or not the shipment of said potatoes described in the two preceding interrogatories was delayed for any length of time and if so, the reason for the delay.

7. State whether or not you agreed to ship for the defendant on May 19, 1965, one carload of potatoes from Summerdale, Alabama, to Chicago, Illinois.

8. If your answer to the preceding interrogatory is yes, state the date said potatoes were delivered to Chicago, Illinois.

9. State whether or not the shipment of said potatoes referred to in the two interrogatories preceding was delayed for any length of time and if so, the reason for the delay.

10. State whether or not you agreed on May 18, 1965, to ship one carload of potatoes for the defendant from Summerdale, Alabama, to St. Louis, Missouri.

11. If your answer to the preceding interrogatory is yes, state the date said potatoes were delivered to St. Louis, Missouri.

12. State whether or not the shipment of said potatoes referred to in the two interrogatories preceding was delayed for any length of time and if so, the reason for the delay.

13. State whether or not you did on May 18, 1965, ship for the defendant one carload of potatoes from Loxley, Alabama, to Chicago, Illinois.

14. If your answer to the preceding interrogatory is yes, state the date said potatoes were delivered to Chicago, Illinois.

15. State whether or not the shipment of said potatoes referred to in the two interrogatories preceding was delayed for any length of time and if so, the reason for the delay.

16. State whether or not you agreed on May 17, 1965, to ship one carload of potatoes for the defendant from Summerdale, Alabama, to St. Louis, Missouri.

17. If your answer to the preceding interrogatory is yes, state the date said potatoes were delivered to St. Louis, Missouri.

18. State whether or not the shipment of said potatoes referred to in the two preceding interrogatories was delayed for any length of time and if so, the reason for the delay.

19. State whether or not you agreed on May 19, 1965, to ship three carloads of potatoes for the defendant from Summerdale, Alabama, to Cincinnati, Ohio.

20. If your answer to the preceding interrogatory is yes, state the date said potatoes were delivered to Cincinnati, Ohio.

21. State whether or not the shipments of said potatoes referred to in the two preceding interrogatories were delayed for any length of time and if so, the reason for the delay.

22. State whether or not you did on May 17, 1965, agree to ship a carload of potatoes for the defendant from Loxley, Alabama, to St. Louis, Missouri.

23. If your answer to the foregoing interrogatory is yes, state the date the said potatoes were delivered to St. Louis, Missouri.

24. State whether or not the shipment of said potatoes referred to in the two preceding interrogatories was delayed for any length of time and if so, the reason for the delay.


25. State whether or not you agreed on May 18, 1965, to ship a carload of potatoes for the defendant to Summerdale, Alabama, to St. Louis, Missouri.

26. If your answer to the preceding interrogatory is yes, state the date said potatoes were delivered to St. Louis, Missouri.

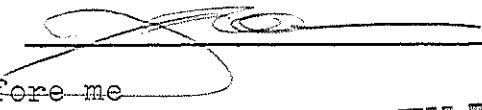
27. State whether or not the shipment of the said potatoes referred to in the two preceding interrogatories was delayed for any length of time, and if so, the reason for the delay.

28. Explain the difference between a "Straight sale FOB" and a "consignment basis sale", if you know.

STATE OF ALABAMA)
 *
BALDWIN COUNTY)


Attorney for Defendant

Before me, the undersigned authority, personally appeared James R. Owen, who first being duly and legally sworn deposes and says: That he is the attorney for the defendant in the above styled cause. That the answers to the foregoing interrogatories, if well and truly made, will be material evidence for the defendant at the trial of this cause.


Sworn to and subscribed before me
on this the 12th day of August, 1970.

Ernestine R. Sims
Notary Public, Baldwin County, Alabama

FILED

AUG 12 1970

*I hereby accept service of
the above interrogatories*

ALICE J. DUCK

CLERK
REGISTER

Edward E. Bell

AMBERT J. DUCK

AUG 12 1970

FILED

CLERK
REGISTER

LOUISVILLE & NASHVILLE	X		
RAILROAD COMPANY, INC.,		IN THE CIRCUIT COURT OF	
a corporation,	X		
Plaintiff,	X	BALDWIN COUNTY, ALABAMA	
vs.	X		
		AT LAW	NO. 8906
CLEDIS PETERSON,	X		
Defendant.	X		

REPLICATION TO PLEAS

Comes now the Plaintiff, by and through its Attorneys of Record, and for replication to each plea heretofore filed by the Defendant says:

1. That it joins issue thereon.

2. For special replication to pleas numbered "3.", "4.", "5.", "6.", "7.", "8.", "9.", "10.", "11.", "12." and "13.", separately and severally, it says separately and severally that the said pleas are no defense to this action in that the Interstate Commerce Act, 49 U.S.C.A. 6(7) provides that

No carrier, unless otherwise provided by this chapter, shall engage or participate in the transportation of passengers or property, as defined in this chapter, unless the rates, fares, and charges upon which the same are transported by said carrier have been filed and published in accordance with the provisions of this chapter; nor shall any carrier charge or demand or collect or receive a greater or less or different compensation for such transportation of passengers or property, or for any service in connection therewith, between the points named in such tariffs than the rates, fares, and charges which are specified in the tariff filed and in effect at the time; nor shall any carrier refund or remit in any manner or by any device any portion of the rates, fares, and charges so specified, nor extend to any shipper or person any privileges or facilities in the transportation of passengers or property, except such as are specified in such tariffs.

And the Plaintiff further alleges that it is a common carrier

within the purview of the said Interstate Commerce Act and subject to its provisions and the penalties provided for non-compliance therewith.

3. For special replication to pleas numbered "4.", "5.", "6.", "7.", "8.", "9.", "10.", "11.", "12." and "13.", separately and severally, it says separately and severally that the said pleas are no defense to this action in that section "2.b." of the bill of lading contracts which were entered into by and between the Plaintiff and Defendant in connection with these transactions specifically provide that in case of a disallowance of a claim, suit on such claim must be filed within two years and one day from the date of disallowance and it affirmatively appears that the Defendant has not complied with this provision.

WHEREFORE, Plaintiff says that the matters set forth in each of the pleas heretofore filed by the Defendant are no defense to this action.

Respectfully submitted,

CHASON, STONE & CHASON

By: Edward E. Ball
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 6TH day

of AUGUST 1970.

Edward E. Ball

FILED

AUG 6 1970

ALICE J. DUCK CLERK
REGISTER

LOUISVILLE & NASHVILLE RAILROAD)
COMPANY, INC., a corporation,)
Plaintiff,)
VS.)
CLEDIS PETERSON,)
Defendant.)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 8906

PLEA

Now comes the defendant in the above styled cause and for plea to the complaint heretofore filed in said cause and to each count thereof separately and severally says, separately and severally:

1. The allegations of the complaint are untrue.
2. The allegations of said count are untrue.

3. The defendant, as a defense to the action of the plaintiff, says that, at the time said action was commenced, the plaintiff was indebted to him in the amount of Three Thousand One Hundred and 80/100 Dollars (\$3,100.80) for that on to-wit, June 22, 1967, the plaintiff agreed to haul two trailers of watermelons for the defendant from Summerdale, Alabama, to Worchester, Massachusetts, which delivery was to be made at the destination thereof on June 25, 1967, but due to an error or mistake by the plaintiff in and about the shipment of said watermelons the arrival time was delayed approximately 48 hours, because of which delay the said watermelons were rejected by the consignee thereof, all to the defendant's damage as aforesaid, and which he hereby offers to set off against the demand of the plaintiff, and he claims judgment for the excess.

4. The defendant, as a defense to the action of the plaintiff, says that at the time said action was commenced the plaintiff was indebted to him in the sum of Six Hundred Nine and 08/100 Dollars (\$609.08) due to the loss of proceeds in the sale of a carload of potatoes shipped by the defendant through the plaintiff on May 19, 1965, and through the error or mistake of plaintiff, the said potatoes did not arrive at the destination thereof until May 23, 1965, instead of May 22, 1965, and as a direct result of the mistake or error of the plaintiff, it was necessary

to change the sale of the said potatoes from a straight sale FOB Summerdale to a consignment basis, all to the damage of the defendant, as aforesaid, which he hereby offers to set off against the demand of the plaintiff and he claims judgment for the excess.

5. The defendant, as a defense to the action of the plaintiff, says that at the time said action was commenced the plaintiff was indebted to him in the sum of Seven Hundred Fifty-eight and 35/100 Dollars (\$758.35) due to the loss of proceeds in the sale of a carload of potatoes shipped by the defendant through the plaintiff on May 19, 1965, and through the error or mistake of plaintiff, the said potatoes did not arrive at the destination thereof until May 25, 1965, instead of May 23, 1965, and as a direct result of the mistake or error of the plaintiff, it was necessary to change the sale of the said potatoes from a straight sale FOB Summerdale to a consignment basis, all to the damage of the defendant, as aforesaid, which he hereby offers to set off against the demand of the plaintiff and he claims judgment for the excess.

6. The defendant, as a defense to the action of the plaintiff, says that at the time said action was commenced the plaintiff was indebted to him in the sum of Seven Hundred Eighteen and 06/100 Dollars (\$718.06) due to the loss of proceeds in the sale of a carload of potatoes shipped by the defendant through the plaintiff on May 18, 1965, and through the error or mistake of plaintiff, the said potatoes did not arrive at the destination thereof until May 24, 1965, instead of May 21, 1965, and as a direct result of the mistake or error of the plaintiff, it was necessary to change the sale of the said potatoes from a straight sale FOB Summerdale to a consignment basis, all to the damage of the defendant, as aforesaid, which he hereby offers to set off against the demand of the plaintiff and he claims judgment for the excess.

7. The defendant, as a defense to the action of the plaintiff, says that at the time said action was commenced the plaintiff was indebted to him in the sum of Nine Hundred Ninety and 85/100 Dollars (\$990.85) due to the loss of proceeds in the sale

of a carload of potatoes shipped by the defendant through the plaintiff on May 18, 1965, and through the error or mistake of plaintiff, the said potatoes did not arrive at the destination thereof until May 25, 1965, instead of May 21, 1965, and as a direct result of the mistake or error of the plaintiff, it was necessary to change the sale of the said potatoes from a straight sale FOB Summerdale to a consignment basis, all to the damage of the defendant, as aforesaid, which he hereby offers to set off against the demand of the plaintiff and he claims judgment for the excess.

8. The defendant, as a defense to the action of the plaintiff, says that at the time said action was commenced the plaintiff was indebted to him in the sum of Four Hundred Fifty Dollars (\$450.00) due to the loss of proceeds in the sale of a carload of potatoes shipped by the defendant through the plaintiff on May 17, 1965, and through the error or mistake of plaintiff, the said potatoes did not arrive at the destination thereof until May 24, 1965, instead of May 20, 1965, and as a direct result of the mistake or error of the plaintiff, it was necessary to change the sale of the said potatoes from a straight sale FOB Summerdale to a consignment basis, all to the damage of the defendant, as aforesaid, which he hereby offers to set off against the demand of the plaintiff and he claims judgment for the excess.

9. The defendant, as a defense to the action of the plaintiff, says that at the time said action was commenced the plaintiff was indebted to him in the sum of Five Hundred Forty-five and 82/100 Dollars (\$545.82) due to the loss of proceeds in the sale of a carload of potatoes shipped by the defendant through the plaintiff on May 19, 1965, and through the error or mistake of plaintiff, the said potatoes did not arrive at the destination thereof until May 24, 1965, instead of May 22, 1965, and as a direct result of the mistake or error of the plaintiff, it was necessary to change the sale of the said potatoes from a straight sale FOB Summerdale to a consignment basis, all to the damage of the defendant, as aforesaid, which he hereby offers to set off against the demand of the plaintiff and he claims judgment for the excess.


10. The defendant, as a defense to the action of the plaintiff, says that at the time said action was commenced the plaintiff was indebted to him in the sum of Six Hundred Ninety-seven and 11/100 Dollars (\$697.11) due to the loss of proceeds in the sale of a carload of potatoes shipped by the defendant through the plaintiff on May 19, 1965, and through the error or mistake of plaintiff, the said potatoes did not arrive at the destination thereof until May 23, 1965, instead of May 22, 1965, and as a direct result of the mistake or error of the plaintiff, it was necessary to change the sale of the said potatoes from a straight sale FOB Summerdale to a consignment basis, all to the damage of the defendant, as aforesaid, which he hereby offers to set off against the demand of the plaintiff and he claims judgment for the excess.

11. The defendant, as a defense to the action of the plaintiff, says that at the time said action was commenced the plaintiff was indebted to him in the sum of Seven Hundred Thirty-five and 74/100 Dollars (\$735.74) due to the loss of proceeds in the sale of a carload of potatoes shipped by the defendant through the plaintiff on May 18, 1965, and through the error or mistake of plaintiff, the said potatoes did not arrive at the destination thereof until May 23, 1965, instead of May 21, 1965, and as a direct result of the mistake or error of the plaintiff, it was necessary to change the sale of the said potatoes from a straight sale FOB Summerdale to a consignment basis, all to the damage of the defendant, as aforesaid, which he hereby offers to set off against the demand of the plaintiff and he claims judgment for the excess.

12. The defendant, as a defense to the action of the plaintiff, says that at the time said action was commenced the plaintiff was indebted to him in the sum of Eight Hundred Twenty-five and 56/100 Dollars (\$825.56) due to the loss of proceeds in the sale of a carload of potatoes shipped by the defendant through the plaintiff on May 17, 1965, and through the error or mistake of plaintiff, the said potatoes did not arrive at the destination thereof until May 28, 1965, instead of May 24, 1965, and as a direct result of the mistake or error of the plaintiff, it was necessary

to change the sale of the said potatoes from a straight sale FOB Summerdale to a consignment basis, all to the damage of the defendant as aforesaid, which he hereby offers to set off against the demand of the plaintiff and he claims judgment for the excess.

13. The defendant, as a defense to the action of the plaintiff, says that at the time said action was commenced the plaintiff was indebted to him in the sum of One Thousand Twenty-eight and 51/100 Dollars (\$1,028.51) due to the loss of proceeds in the sale of a carload of potatoes shipped by the defendant through the plaintiff on May 18, 1965, and through the error or mistake of plaintiff, the said potatoes did not arrive at the destination thereof until May 24, 1965, instead of May 21, 1965, and as a direct result of the mistake or error of the plaintiff, it was necessary to change the sale of the said potatoes from a straight sale FOB Summerdale to a consignment basis, all to the damage of the defendant, as aforesaid, which he hereby offers to set off against the demand of the plaintiff and he claims judgment for the excess.


Attorney for Defendant

FILED

DEC 2 1969

ALICE J. DUCK CLERK
REGISTER

2028

STATE OF ALABAMA

IN THE CIRCUIT COURT - LAW SIDE

BALDWIN COUNTY

TO: ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Cledis Peterson 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 same, then and there to answer the Complaint of Louisville & Nashville Railroad Company, Inc., a corporation.

WITNESS my hand this 30 day of Sept., 1969.

Alice J. Duck
Clerk

LOUISVILLE & NASHVILLE
RAILROAD COMPANY, INC.,
a corporation,

Plaintiff,

vs.

CLEDIS PETERSON,

Defendant.

X

X

X

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

8906

COUNT ONE:

The Plaintiff claims of the Defendant Six Thousand One Hundred Sixty-one Dollars and Seventy-five Cents (\$6,161.75) due from him by account on, to-wit; June 20, 1967, which sum of money, with interest thereon, is still unpaid.

COUNT TWO:

The Plaintiff claims of the Defendant Six Thousand One Hundred Sixty-one Dollars and Seventy-five Cents (\$6,161.75) due

from him on account stated between the Plaintiff and Defendant on,
to-wit; December 2, 1968, which sum of money, with the interest
thereon, is still unpaid.

CHASON, STONE & CHASON

By: Eberhard E. Ball
Eberhard E. Ball

The Plaintiff respectfully de-
mands a trial of this cause by
a jury.

CHASON, STONE & CHASON

By: Eberhard E. Ball
Eberhard E. Ball

FILED

SEP 30 1969

ALICE J. DUCK CLERK
REGISTER

Defendant's Address for Service:

Loxley, Alabama.

Et
10-20-69

Received 1 day off Oct 1969
and on 20 day of Oct 1969
I served a copy of the within on Cledis Peterson

By service on _____

Sheriff claims 40 miles at
Ten Cents per mile Total \$ 4.00
TAYLOR WILKINS, Sheriff
BY Brown
DEPUTY SHERIFF

TAYLOR WILKINS, Sheriff
BY 40 miles R L D.S.
Lorley

LOUISVILLE & NASHVILLE RAILROAD
COMPANY, INC., a corporation

Plaintiff,

vs.

CLEDIS PETERSON,

Defendant.

* * * * *

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

* * * * *

SUMMONS AND COMPLAINT

* * * * *

FILED

SEP 30 1969

ALICE J. DUCK

CLERK
REGISTER

CHASON, STONE & CHASON
ATTORNEYS AT LAW
P. O. Box 120
BAY MINETTE, ALABAMA

8906
Lorley

Handy Thamer

Thamer 9th June

Plaintiff
We the jury find for the ~~complaint~~
to pay said charged amount \$16,161.75

The State of Alabama, Baldwin County
CIRCUIT COURT

To any Sheriff of the State of Alabama—GREETING:

You are hereby commanded that of the goods and chattels, lands and tenements of L. N. R. Rd.
Plaintiff, you cause to be made the sum of 1-37.75 Dollars,
costs of suit, for that, whereas on the 12 day of April, 1977 the said
Plaintiff, recovered by the judgment of the
Circuit Court of Baldwin County, of Charles Peterson Defendant, the
sum of 6,161.25 Dollars, upon
which judgment an execution has been issued, and returned by the Sheriff "No property found." And have you that money
ready to render to Eunice B. Blackmon, Clerk of said
Court, and make return of this writ and the execution thereof according to law.
Witness my hand, this 73rd day of August, 1975

Eunice B. Blackmon, Clerk.
Code 1940, Tit. 7, Sec. 518

CLERK'S FEES	@	Amount	SHERIFF'S FEES	@	Amount
1. Suits for \$100.00 or less.....	\$ 6.00		23. Serving summons and complaint.....	\$ 1.50	
2. Suits for over \$100.00 but less than \$1,000.00.....	10.00		24. Levying attachment and return.....	6.25	
3. Suits for \$1,000.00 and over.....	20.00		25. Seizing personal property—Detinue.....	6.00	
4. Suits Detinue, ejectment, etc.....	10.00		26. Approving bond, each.....	2.00	
5. Suits not otherwise provided for.....	10.00		27. Serving Garnishee—Writ.....	1.50	
6. Appeal from Justice of Peace, etc.....	6.00		28. Serving Sci. Fa. or notice.....	1.50	
7. Garnishment on Judgment, etc.....	6.00		29. Serving subpoenas, each.....	.75	
8. Workmen's Compensation—Petition Settlement.....	10.00		30. Impanelling Jury.....	.75	
9. Appeals from State Dept. of Pub. Safety, etc.....	10.00		31. Serving Contempt Attachment.....	1.50	
10. Motion to sell real estate—J. P. levy.....	6.00		32. Collecting Execution for cost only.....	1.50	
11. Mandamus, writ of prohibition, etc.....	15.00		33. Commissions on Execution.....		
12. Recording Executions—State Agencies.....	3.00		34. Executing Writ of Possession, each.....	5.00	
13. Copy of Record—per 100 words.....	.15		35. Making Deed to Real Estate sold, each.....	2.50	
14. Certifying Abstract in transcript.....	5.00		36. Mileage, each.....	.10	
15. Record for Supreme—Appeals Ct. per 100 words.....	.15		37.		
16. Additional copies Record—Appeals for 100 words.....	.05		38.		
17. Taking Appeal Bond.....	.75		Total Sheriff's Fees.....		
18. Reporter's Transcript on Appeal.....	10.00		SUMMARY OF FEES, COSTS, AND JUDGMENT—		
19. Appeals Courts Concurrent Jurisdiction.....	15.00		1. Clerk's Fees.....		
20. Application—Habeas Corpus.....	6.00		2. Ex-Clerk's Fees.....		20.50
21.			3. Sheriff's Fees.....		2.25
22.			4. Ex-Sheriff's Fees.....		5.55
			5. Trial Tax.....	\$3.00	27.90
			6. Court Reporter's Fee, per day \$.....		5.00
			7. Witness Fees.....		
			8. Commissioner's Fees.....		
			9. Garnishee's Fees.....		
			10. Publisher's Fees.....		
			11.		
			12.		
			13. Clerk's Fees in Inferior Court.....		
			14. Sheriff's Fees in Inferior Court.....		
			15. Witness Fees in Inferior Court.....		
			16.		
			17. Justice of Peace Fees.....		
			18. Constable's Fees.....		
			19.		
			20. Cost in Appealed Cases Docketed (Total).....		37.75
			Total Fees and Cost.....		
			21.		
			22. Judgment.....	\$	
			23. 10% Damages.....	\$	
			24. Interest.....	\$	
			Total Judgment.....		
			Total Fees, Cost and Judgment.....		
Total Clerk's Fees.....					

Sent to:
Johnny Chason

No. 8726 Page

The State of Alabama,

Baldwin County.

CIRCUIT COURT

Louisville & Nashville
Railroad Company
vs. Plaintiff

W. D. Peterson
Defendant.

FI. FA. FOR COSTS

Filed this 13th day of

August 1975
RECEIVED

SEP 25 1975, Clerk.

Fee Book TAYLOR-WILCOX
SHERIFF

Execution Docket, Page

Johnny Chason
Plaintiff's Attorney.

J. R. Owens
Defendant's Attorney.

Received in office.....19

.....Sheriff.

Sheriff's Execution Docket, Page.....

By virtue of the within Execution I have, at

.....o'clock.....M., this

day of....., 19....., levied

on the following:

10-7-82
Returned for a new
date.

PLAINTIFF'S WITNESSES

AMOUNT

DEFENDANT'S WITNESSES

Total.....

Thomas H. Benton, Sheriff

Susan D. Hinkle, Deputy Sheriff.

RECEIVED

AUG 14 1975

THOMAS H. BERTON
SHERIFF

L. to Actg. c/o Atty. 8/15/75

LOUISVILLE & NASHVILLE
RAILROAD COMPANY, INC.,
a corporation,

Plaintiff,

vs.

CLEDIS PETERSON,

Defendant.

X

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

#8906

DEMURRER TO PLEAS

Comes now the Plaintiff in the above styled cause,
by its attorneys, and demurs to the pleas heretofore filed by the
Defendant, separately and severally, and in support thereof assigns
the following separate and several grounds:

1. The said pleas are prolix.
2. The said pleas are immaterial.
3. The said pleas are no defense to the cause of action
stated in the Complaint.
4. The said pleas are vague, indefinite and uncertain.

Respectfully submitted,

CHASON, STONE & CHASON

By: Richard E Ball
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 23 day
of Dec 1969.

Richard E Ball

FILED

DEC 23 1969

ALICE J. DUCK CLERK
REGISTER

LOUISVILLE & NASHVILLE RAILROAD
COMPANY, INC., a corporation,

Plaintiff,

VS.

CLEDIS PETERSON,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 8906

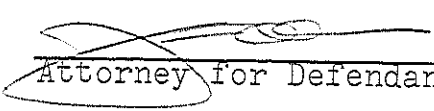
DEMURRER TO REPLICATION

Now comes the defendant in the above styled cause and demurs to replication numbered 2 and 3 heretofore filed in this cause by the plaintiff and as grounds for said demurrer assign the following separately and severally:

1. Said replication states no facts to avoid the allegations of the defendant's pleas.

2. Replication number 2 alleges no facts to show that the defendant's claims are barred by Interstate Commerce Act, 49 U.S.C.A. 6(7).

3. Replication number 3 does not state when the defendant's claims were disallowed.


Attorney for Defendant

FILED

AUG 11 1970

ALICE J. DUCK, CLERK
REGISTER