

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF ALABAMA  
(SOUTHERN DIVISION)

BERT L. MADDEN,  
Plaintiff-Respondent,

CIVIL ACTION NO. 6316-70-P

v.

AMERICAN CIVIL LIBERTIES UNION,  
A Corporation,  
Defendant-Petitioner.

PETITION FOR REMOVAL

Petitioner, the American Civil Liberties Union, a corporation, defendant in the above cause files this, its petition for removal of this cause from the Circuit Court, Baldwin County, no. 9476, in which it is now pending, to the United States District Court for the Southern District of Alabama (Southern Division) and shows to the court upon information and belief the following facts:

1. That this cause was commenced in the circuit court of Baldwin County on September 8, 1970. That process was served on September 14, 1970. The person served was not authorized to receive service for the petitioner. Copy of a summons and plaintiff's complaint were first received by petitioner's Southern Regional Office on September 17, 1970.

2. That the action is one of a civil nature over which the district courts of the United States have original jurisdiction, the said action having been brought by the plaintiff against the defendant for \$500,000 in damages for "obtaining money under false pretenses" and \$500,000 damages for "the breach of that certain written agreement of membership in the ACLU."

3. The matter claimed exceeds the sum of \$10,000, exclusive of interest and costs, the suit being for the sum of \$1,000,000, as will more fully appear by plaintiff's complaint, a copy of which is hereto attached.

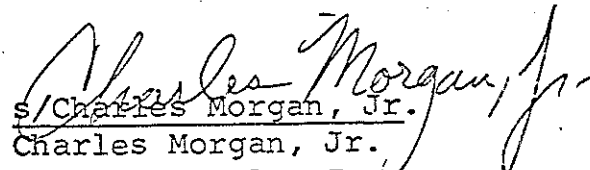
4. That, at the time of the commencement of this action, and since that time, the plaintiff, Bert L. Madden, was, and is now, a citizen and resident of the State of Alabama and of the County of Baldwin. The defendant American Civil Liberties Union, was and still is, a corporation, incorporated and existing under and by virtue of the laws of the State of New York, and a citizen and resident of said state, having its office and principal place of business in the City of New York and is not now at the time of the institution of the action, or at any time, a citizen or resident of the State of Alabama. That the American Civil Liberties Union, a corporation, is the only defendant in said suit.

5. That the defendant, American Civil Liberties Union, a corporation, files herewith a bond, with good and sufficient surety for paying all costs and disbursements incurred by reason of these removal proceedings, if the proceedings of this court shall hold that the action was not removed or improperly removed thereto, as provided by the statutes of the United States.

The petitioner therefore prays for the removal of the above entitled cause from said state court to this court.

October 12, 1970

Respectfully submitted,

  
s/Charles Morgan, Jr.  
Charles Morgan, Jr.  
Reber F. Boulton, Jr.  
Norman Siegel  
5 Forsyth Street, N.W.  
Atlanta, Georgia 30303

Melvin L. Wulf  
156 Fifth Avenue  
New York, New York 10010

ATTORNEYS FOR DEFENDANT-PETITIONER

VERIFICATION

I, Charles Morgan, Jr., have read the foregoing petition for removal. I am informed and believe and upon such information and belief state that all matters asserted therein are true.

Charles Morgan, Jr.

Sworn to and subscribed before me  
this 12<sup>th</sup> day of October, 1970.

Emil Doole  
Notary Public State of Laue - Georgia  
Commission Expires August 12-1974

SUMMONS AND COMPLAINT

THE STATE OF ALABAMA  
BALDWIN COUNTY

Circuit Court, Baldwin County

No. 9476

TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon American Civil Liberties Union, a corp.

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint  
filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette against.....

American Civil Liberties Union, a corp. ... Defendant.....

by Bert L. Madden

Plaintiff.....

Witness my hand this 8th day of September 19 70

Alice J. Huck Clerk

SEP 17 1970



Americans, the liberty of all is diminished and endangered. Plaintiff avers;

(a) That defendants activities in the field of civil rights have been devoted exclusively to the defense of rioters and groups whose activities and aims is the ultimate destruction of the United States Government by violent means. These are the individuals referred to which the ACLU advertises with pride whose rights they defend.

(b) That the defendant only engages in cases involving the most notorious individuals creating the most national news coverage to the detriment of plaintiff.

COUNT TWO

Plaintiff claims the further and additional amount of \$500,000.00 damages for the breach of that certain written agreement of membership in the ACLU.

(a) That defendant has ignored plaintiff's written request for information on numerous occasions.

(b) That defendant has caused plaintiff great mental anguish and frustration by sending plaintiff form letters.

(c) That defendants activities is limited to the sensational involving notorious individuals to the exclusion of rights of plaintiff.

WHEREFORE, the premises considered, on all causes of action, separate and severally, the plaintiff respectfully prays that this Court will take jurisdiction of this cause, that the defendant be served with the usual summons and process to appear and answer herein and that the plaintiff have judgement for his damages, cost of suit and such other and further relief as he may show himself entitled to receive. And plaintiff further prays that such other, further and general relief as may be appropriate under the premises.

Respectfully Submitted,



BERT L. MADDEN - Plaintiff  
Box 376  
Fairhope, Alabama

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF ALABAMA  
(SOUTHERN DIVISION)

BERT L. MADDEN,  
Plaintiff-Respondent,)

v. )

AMERICAN CIVIL LIBERTIES UNION, )  
A Corporation, )  
Defendant-Petitioner. )

CIVIL ACTION NO. 6316-70-P

NOTICE

To: Circuit Court Clerk for Baldwin County, Alabama

Copy to: Bert L. Madden, Box 376, Fairhope, Alabama

Please take notice that defendant-petitioner the American Civil Liberties Union, a corporation, this date filed in the United States District Court for the Southern District of Alabama (Southern Division) a petition and bond for the removal of this case from the Circuit Court of Baldwin County, Alabama, copies of which are attached hereto. Also attached is a Memorandum in Support of Removal.

October 13, 1970

*Charles Morgan, Jr.*  
s/Charles Morgan, Jr.  
Charles Morgan, Jr.  
Reber F. Boulton, Jr.  
Norman Siegel  
5 Forsyth Street, N.W.  
Atlanta, Georgia 30303

Melvin L. Wulf  
156 Fifth Avenue  
New York, New York 10010

ATTORNEYS FOR DEFENDANT-  
PETITIONER

FILED

OCT 13 1970

ALICE J. DUCK

CLERK  
REGISTER

*I hereby certify that I have this date delivered a copy of the above petition by placing same in the U.S. Mail postage prepaid, to Mr. Bert L. Madden, Box 376, Fairhope, Alabama this 13<sup>th</sup> day of October, 1970.*

*Charles Morgan, Jr.*  
by *Kiel Williams*

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF ALABAMA  
(SOUTHERN DIVISION)

BERT L. MADDEN,  
Plaintiff-Respondent,

v.

AMERICAN CIVIL LIBERTIES UNION,  
A Corporation,  
Defendant-Petitioner.

CIVIL ACTION NO. 6316-20-P

MEMORANDUM IN SUPPORT OF REMOVAL

Removal is governed by 28 U.S.C. § 1441. It provides:

§ 1441. Actions removable generally

(a) Except as otherwise expressly provided by Act of Congress, any civil action brought in a State court of which the district courts of the United States have original jurisdiction, may be removed by the defendant or the defendants, to the district court of the United States for the district and division embracing the place where such action is pending.

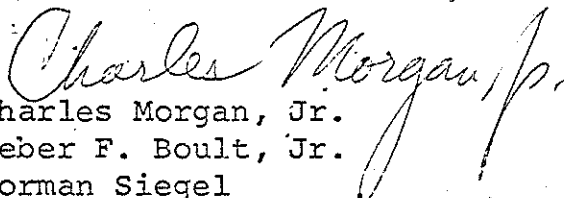
(b) Any civil action of which the district courts have original jurisdiction founded on a claim or right arising under the Constitution, treaties or laws of the United States shall be removable without regard to the citizenship or residence of the parties. Any other such action shall be removable only if none of the parties in interest properly joined and served as defendants is a citizen of the State in which such action is brought.

(c) Whenever a separate and independent claim or cause of action, which would be removable if sued upon alone, is joined with one or more otherwise non-removable claims or causes of action, the entire case may be removed and the district court may determine all issues therein, or, in its discretion, may remand all matters not otherwise within its original jurisdiction. (emphasis added).



Defendant is not a citizen of the state in which the  
action was brought. 28 U.S.C. § 1441(b) provides for removal  
in such cases.

Respectfully submitted,

  
Charles Morgan, Jr.  
Reber F. Boulton, Jr.  
Norman Siegel  
5 Forsyth Street, N.W.  
Atlanta, Georgia 30303

Melvin L. Wulf  
156 Fifth Avenue  
New York, New York 10010

ATTORNEYS FOR DEFENDANT-PETITIONER

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF ALABAMA  
(SOUTHERN DIVISION)

BERT L. MADDEN,  
Plaintiff-Respondent,

v.

AMERICAN CIVIL LIBERTIES UNION,  
A Corporation,  
Defendant-Petitioner.

CIVIL ACTION NO. 6316-70-P

BOND FOR REMOVAL

KNOW ALL MEN BY THESE PRESENTS, That American Civil Liberties Union, a corporation,  
Principal and The Etina Casualty and Surety Company  
as surety are held and firmly bound unto the Complainant his  
executors, administrators and assigns, in the sum of -Five Hundred  
and no/100ths Dollars (\$500.00\*) for the payment of which well and  
truly to be made, the said principal and surety do hereby bind  
themselves each of them, their successors and assigns, jointly and  
severally by these presents.

The condition of the above obligation is that:

The Principal has applied to the United States District Court  
for the Southern District of Alabama for the removal of a certain  
action commenced in the Circuit Court of Baldwin County, Alabama  
wherein the plaintiff has brought an action against defendant  
corporation for \$500,000 in damages for "obtaining money under false  
pretenses" and \$500,000 damages for "the breach of that certain  
written agreement of membership in the ACLU."

NOW, THEREFORE, If said petitioner shall pay all costs and  
disbursements incurred by reason of the removal proceedings should  
it be determined that this case was not removable or was improperly  
removed, then this obligation is said to be void; otherwise, to remain  
in full force and effect.

IN WITNESS WHEREOF, We have caused this instrument to be executed,  
this 13th day of October, 1970.

American Civil Liberties Union, a corporation,  
by: Charles Morgan, Jr.  
Principal and Director, So. Reg. Office.

THE ETINA CASUALTY AND SURETY COMPANY

BY: T. E. Long  
Surety T. E. Long, Attorney-in-fact



POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, THAT THE AETNA CASUALTY AND SURETY COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, hath made, constituted and appointed, and does by these presents make, constitute and appoint Billy B. Lee, T. E. Long or J. W. Derocher \*

of Atlanta, Georgia, its true and lawful Attorneys-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, or, if the following line be filled in, within the area there designated, the following instrument (s):  
by his sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any and all consents incident thereto

and to bind THE AETNA CASUALTY AND SURETY COMPANY, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of THE AETNA CASUALTY AND SURETY COMPANY, and all the acts of said Attorneys-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following provisions of the By-Laws of the Company which provisions are now in full force and effect and are the only applicable provisions of said By-Laws:

ARTICLE IV—Section 8. The President, any Vice President, or any Secretary may from time to time appoint Resident Vice Presidents, Resident Assistant Secretaries, Attorneys-in-Fact, and Agents to act for and on behalf of the Company and may give any such appointee such authority as his certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors may at any time remove any such appointee and revoke the power and authority given him.

ARTICLE IV—Section 10. Any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President or a Vice President or by a Resident Vice President, pursuant to the power prescribed in the certificate of authority of such Resident Vice President, and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary or by a Resident Assistant Secretary, pursuant to the power prescribed in the certificate of authority of such Resident Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact pursuant to the power prescribed in his or their certificate or certificates of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following Resolution voted by the Board of Directors of THE AETNA CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 22nd day of November, 1968.

VOTED: That the signature of William O. Bailey, Senior Vice President, or of Andrew H. Anderson, Vice President, or of D. N. Gage, Assistant Vice President, or of Neil H. Pfansiel, Secretary, or of Benjamin I. Radding, Secretary, or of Curtis K. Shaw, Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, THE AETNA CASUALTY AND SURETY COMPANY has caused this instrument to be signed by its Secretary, and its corporate seal to be hereto affixed this 6th day of January, 19 70.

THE AETNA CASUALTY AND SURETY COMPANY

State of Connecticut }  
County of Hartford } ss. Hartford



By Curtis K. Shaw  
Secretary

On this 6th day of January, 19 70, before me personally came CURTIS K. SHAW, to me known, who, being by me duly sworn, did depose and say: that he is Secretary of THE AETNA CASUALTY AND SURETY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he executed the said instrument on behalf of the corporation by authority of his office under the By-Laws thereof.



George A. Perry, Jr.  
My commission expires March 31, 19 71  
Notary Public

CERTIFICATE

I, the undersigned, Secretary of THE AETNA CASUALTY AND SURETY COMPANY, a stock corporation of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that Article IV—Sections 8 and 10, of the By-Laws of the Company, and the Resolution of the Board of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this 13th day of October, 19 70



Curtis K. Shaw  
Secretary

**FILED**

**OCT 15 1970**

**ALICE J. DUCK**

**CLERK  
REGISTER**

CRAWFORD AND COOPER  
ATTORNEYS AT LAW  
1407 DAVIS AVENUE  
MOBILE, ALABAMA 36603

VERNON Z. CRAWFORD  
ALGERNON J. COOPER, JR.  
DAVID COAR

TELEPHONE 432-1691  
AREA CODE 205

October 26, 1971

Judge Telfair Mashburn  
Circuit Court  
28th Judicial Circuit  
Bay Minette, Alabama

Dear Judge Mashburn:

On Friday October 15, 1971 the case of Madden versus American Civil Liberties Union, Damages #9476 was set on the docket sheet. As I showed you that afternoon, the case was transferred from the jurisdiction of your court to Federal Court, where it was subsequently dismissed.

As you requested, I am enclosing copies of the pleading and the order of the court dismissing the case. I trust these papers will be sufficient for you to decide to dismiss the action which is on your docket permanently.

If the enclosed is not sufficient, please advise me at your earliest convenience.

Very truly yours,

CRAWFORD AND COOPER



A. J. Cooper

AJC:rcc

Enclosure

c. c. Norman Siegal

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF ALABAMA  
(SOUTHERN DIVISION)

BERT L. MADDEN,

Plaintiff,

v.

AMERICAN CIVIL LIBERTIES UNION,  
A Corporation,  
Defendant.

9474  
CIVIL ACTION NO. 6512-71-P

MOTION TO TRANSFER

Defendant moves the Court to transfer this cause to  
the United States District Court for the Southern District of  
New York pursuant to 28 U.S.C. § 1404(a).

Respectfully submitted,

---

Melvin L. Wulf  
Lawrence G. Sager  
Joel M. Gora  
156 Fifth Avenue  
New York, N.Y. 10010

---

A.J. Cooper  
Crawford Fields Cooper  
1407 Davis Avenue  
Mobile, Alabama

ATTORNEYS FOR DEFENDANT

CERTIFICATE OF SERVICE

I certify that I have served a copy of the foregoing Motion  
to Transfer and accompanying Motion to dismiss and Brief in support  
thereof on Plaintiff Bert L. Madden by mailing a copy addressed to  
him at Box 376, Fairhope, Alabama.

This      day of      , 1971

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IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF ALABAMA  
(SOUTHERN DIVISION)

BERT L. MADDEN,

Plaintiff,

v.

AMERICAN CIVIL LIBERTIES UNION,  
A Corporation,

Defendant.

CIVIL ACTION NO. 6512-71-P

MOTION TO DISMISS

The defendant moves the court pursuant to Fed. R. Civ.

P. 12(b) as follows:

1. To dismiss the above entitled action on the ground of lack of jurisdiction over the person in that the defendant is a corporation organized under the laws of the State of New York and was not and is not doing business in Alabama.
2. To dismiss the action because of improper venue.
3. To dismiss the action because of insufficiency of process.
4. To dismiss the action because of insufficiency of service of process.
5. To dismiss the action because the complaint fails to state a claim upon which relief can be granted.

Respectfully submitted,

---

Melvin L. Wulf  
Lawrence G. Sager  
Joel M. Gora  
156 Fifth Avenue  
New York, New York 10010

---

A.J. Cooper  
Crawford Fields Cooper  
1407 Davis Avenue  
Mobile, Alabama

ATTORNEYS FOR DEFENDANT

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF ALABAMA  
(SOUTHERN DIVISION)

BERT L. MADDEN, )  
 )  
Plaintiff, )  
v. )  
 ) CIVIL ACTION NO. 6512-71-P  
AMERICAN CIVIL LIBERTIES UNION, )  
A Corporation, )  
Defendant. )

BRIEF IN SUPPORT OF MOTION TO DISMISS

Jurisdiction, venue and process

The jurisdiction, venue, process, and service of process are all defective as to defendant American Civil Liberties Union, a New York corporation not domesticated in or doing business in the State of Alabama. Jurisdiction is limited by the due process clause of the fourteenth amendment. See e.g., Pennoyer v. Neff, 95 U.S. 714 (1878); New York Times Co. v. Connor, 365 F.2d 567 (5th Cir. 1966); Developments in the Law-State Court Jurisdiction, 73 Harv. L.Rev. 909 (1960).

Of course, if there is no jurisdiction because of the defendant's being a non-resident, venue is likewise improper.

Service of process was not proper because, as defendant will show upon evidentiary hearing on this motion, no officer, agent or employee of the defendant corporation was served with process, nor was there any attempt to comply with Alabama law.

Even if process had been correctly served, it still would be void because defendant is simply not within the jurisdiction of the courts of the State of Alabama. The proof will show that within the state the defendant has solicited membership by mail. This is considerably



less than an actual business solicitation of orders for a corporation's products which, however, was insufficient to constitute doing business in Alabama in Swicegood v. Century Factors, Inc., 280 Ala. 37, 189 So.2d 776 (1966). Or such memberships may be analogized to the substantial number of subscriptions to the New York Times (average Alabama daily circulation of 395 and Sunday circulation of 2,455) which, together with other activity, was still insufficient to constitute doing business in New York Times Co. v. Connor, 365 F.2d 567, 570 (5th Cir. 1966).

Also, the nature of this defendant's activity requires special protection under the due process and equal protection clauses of the fourteenth amendment as well as the first amendment and the bill of rights generally. For defendant is an organization devoted exclusively to the protection of the civil liberties guarantees of the Constitution of the United States, particularly the Bill of Rights and the Reconstruction Amendments. Cf. NAACP v. Alabama, 357 U.S. 449 (1958) (and its later chapters at 360 U.S. 240 (1959), 368 U.S. 16 (1961) and 377 U.S. 280 (1964)); Wallace v. Brewer, Civ. No. 2988-N (M.D. Ala. June 9, 1970) (three-judge court); Sobol v. Perez, 289 F. Supp. 392 (E.D. La. 1968) (three-judge court).

#### Failure to state a claim

The plaintiff asks for three million dollars<sup>1</sup> apparently because he alleges that the ACLU defends only certain types of groups and individuals. There is no allegation as to what this has to do with the plaintiff, so plaintiff has no standing. He does not allege the invasion of "any legally protected . . . right . . . ." REA v. Central Louisiana Electric Co., 354 F.2d 859, 863 (5th Cir.), cert. denied, 385 U.S. 815 (1966).

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1. Plaintiff also asks the court to "give serious consideration to awarding punitive triple damages."

But even if the plaintiff did have standing, the activities alleged do not constitute any sort of legal wrong; rather they are activities amply protected by the first amendment. See United Mine Workers v. Illinois State Bar Association, 389 U.S. 217 (1967); Brotherhood of Railroad Trainmen v. Virginia, 377 U.S. 1 (1964); NAACP v. Button, 371 U.S. 415 (1963).

On the doubtful assumption that plaintiff is trying to make out some sort of contract claim, defendant points out that no contract is alleged. See 5 Wright & Miller, Federal Practice & Procedure, Civil § 1235 (1969). There appears no specific offer, no acceptance of any offer, and certainly no consideration. Nor does it appear that any possible contract has any definite or ascertainable terms. See 17 C.J.S. Contracts § 1 (1963); 17A id. at § 535. The lack of allegation of a contract would appear to be fatal. And:

Where the contract does not on its face purport to bind defendant, plaintiff must allege facts showing that it was executed by, or is the obligation of, defendant. 17A C.J.S. Contracts § 534 (1963) (citing, in the 1970 supplement, Air Engineers, Inc. v. Reese, 283 Ala. 355 217 So. 2d 2d (1966)).

In an action on a contract, the . . . complaint must show a valid contract, that is, such pleading must demonstrate an existing, binding, completed, and enforceable contract between the parties and state facts showing that defendant is under a legal obligation or duty to plaintiff; an averment that, by reason of a contract, it became the duty of defendant to do certain acts is insufficient; the facts from which such duty arose must be stated. Id. at § 535 (footnotes omitted; Alabama citations include Crumpton v. Campbell, 228 Ala. 79, 152 So 220; McGowen Lumber Co. v. R.J. Camp Lumber Co., 192 Ala. 35, 68 So. 263).

It is black letter law that "[m]aterial parts of the contract . . . must be stated in plaintiff's pleading with certainty . . . ."

Id. Also the consideration must be alleged. Id. at § 536.

Whatever the theory of plaintiff's case it must fall for an additional reason - it theorizes that there was an advance guarantee

by defendant corporation to the unknown plaintiff that the corporation would represent him in obtaining what he believes to be his constitutional rights. Were such a guarantee made it would contravene public policy.

Although he apparently doesn't rely on it as a cause of action, it is pointed out that plaintiff's unsubstantiated conclusory allegation of conspiracy could not in any event serve as a basis for a cause of action. See, e.g., Vorachek v. United States, 337 F.2d 797 (8th Cir. 1964); Joyce v. Ferrazzi, 323 F.2d 931 (1st Cir. 1963); Vigil v. United States, 293 F. Supp. 1176 (D. Colo. 1968); Reinke v. Walworth, 282 F. Supp. 377 (E.D. Wis. 1968); Huey v. Barloga, 277 F. Supp. 864 (N.D. Ill. 1967); Delaware Valley Conservation Association v. Resor, 269 F. Supp. 181, 183, 185 (1967), aff'd, 392 F.2d 331 (3d Cir. 1968).

Respectfully submitted,

---

Melvin L. Wulf  
Lawrence G. Sager  
Joel M. Gora  
156 Fifth Avenue  
New York, New York 10010

---

A.J. Cooper  
Crawford Fields Cooper  
1407 Davis Avenue  
Mobile, Alabama

ATTORNEYS FOR DEFENDANT

File 1AC7U

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF ALABAMA  
(SOUTHERN DIVISION)

BERT L. MADDEN,  
Plaintiff,

v.

AMERICAN CIVIL LIBERTIES UNION,  
A Corporation,  
Defendant-Petitioner.)

CIVIL ACTION NO. 6316-70-P

U. S. DISTRICT COURT  
SOU. DIST. ALA.  
FILED IN CLERK'S OFFICE

OCT 20 1970

WILLIAM J. O'CONNOR  
CLERK

MOTION TO TRANSFER

Defendant-Petitioner moves the Court to transfer this cause  
to the United States District Court for the Southern District of  
New York pursuant to 28 U.S.C. § 1404(a).

Respectfully submitted,

Charles Morgan, Jr.

Charles Morgan, Jr.  
Reber F. Boulton, Jr.  
Norman Siegel  
5 Forsyth Street, N.W.  
Atlanta, Georgia 30303

Melvin L. Wulf  
156 Fifth Avenue  
New York, New York 10010

ATTORNEYS FOR DEFENDANT-  
PETITIONER

CERTIFICATE OF SERVICE

I certify that I have served a copy of the foregoing Motion  
to Transfer and accompanying Motion to Dismiss and Brief in  
support thereof on Plaintiff Bert L. Madden by mailing a copy  
addressed to him at Box 376, Fairhope, Alabama.

This 19th day of October 1970.

Charles Morgan, Jr.

10-6-71

RECEIVED  
9-17-71

Charles Morgan

IN THE UNITED STATES DISTRICT COURT FOR  
THE SOUTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION

BERT L. MADDEN,

Plaintiff,

V.

AMERICAN CIVIL LIBERTIES  
UNION,

Defendant.

CIVIL ACTION

No. 6512-71-P

ORDER ON MOTION TO DISMISS

Plaintiff brings this suit against the American Civil Liberties Union in a pro se complaint. From a reading of the complaint it is difficult to determine exactly what his theory of action is; however, plaintiff seems to be complaining that the ACLU has declined to act upon his request that they litigate his claims in connection with some stock. Plaintiff does not allege any contract which would obligate the ACLU to undertake such a suit.

Additionally, it appears that the ACLU is not within the jurisdiction of this court.

For the reasons expressed, the motion to dismiss is GRANTED.

The motion to transfer is MOOT and is therefore DENIED.

Done, this the 15 day of Sept.

1971. U. S. DISTRICT COURT  
SOU. DIST. ALA.

FILED AND ENTERED THIS THE  
15th DAY OF September.

1971, MINUTE ENTRY

NO. 29791

WILLIAM J. O'CONNOR, CLERK

BY William J. O'Connor  
DEPUTY CLERK

VIRGIL PITTMAN

UNITED STATES DISTRICT JUDGE

DEC 29 1970

IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF  
ALABAMA

BERT L. MADDEN,

Plaintiff,

vs.

AMERICAN CIVIL LIBERTIES UNION,  
A Corporation,

Defendant,

CIVIL ACTION NO. 6316-70

Motion to dismiss having been filed by the defendant,  
American Civil Liberties Union, and said motion having been  
submitted to the court after argument on November 13, 1970  
it is

ORDERED and ADJUDGED by the Court that the motion  
is hereby GRANTED and this cause is hereby DISMISSED, with  
costs taxed to the plaintiff.

DONE at Mobile, Alabama, this the 22nd day of  
December, 1970.

VENGE PITTMAN

UNITED STATES DISTRICT JUDGE.

U. S. DISTRICT COURT  
SOU. DIST. ALA.  
FILED AND ENTERED THIS THE  
22ND DAY OF DECEMBER, 1970  
MINUTE ENTRY NO.  
WILLIAM J. O'CONNOR, CLERK  
BY -  
DEPUTY CLERK.

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF ALABAMA  
(SOUTHERN DIVISION)

BERT L. MADDEN,  
Plaintiff,

v.

AMERICAN CIVIL LIBERTIES UNION,  
A Corporation,  
Defendant-Petitioner. )

CIVIL ACTION NO. 6316-70-P

MOTION TO DISMISS

The defendant-petitioner moves the court pursuant to Fed. R. Civ. P.  
12(b) as follows:

1. To dismiss the above entitled action on the ground of lack of jurisdiction over the person in that the defendant-petitioner is a corporation organized under the laws of the State of New York and was not and is not doing business in Alabama or subject to the service of process within the Southern District of Alabama nor in the State of Alabama.
2. To dismiss the action because of improper venue.
3. To dismiss the action because of insufficiency of process.
4. To dismiss the action because of insufficiency of service of process.
5. To dismiss the action because the complaint fails to state a claim upon which relief can be granted.

Respectfully submitted,

*Charles Morgan, Jr.*

Charles Morgan, Jr.  
Reber F. Boulton, Jr.  
Norman Siegel  
5 Forsyth Street, N.W.  
Atlanta, Georgia 30303

Melvin Wulf  
156 Fifth Avenue  
New York, New York 10010

ATTORNEYS FOR DEFENDANT-PETITIONER

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF ALABAMA  
(SOUTHERN DIVISION)

BERT L. MADDEN, )  
Plaintiff, ) CIVIL ACTION NO. 6316-70-P  
v. )  
AMERICAN CIVIL LIBERTIES UNION, )  
A Corporation, )  
Defendant-Petitioner. )

BRIEF IN SUPPORT OF MOTION TO DISMISS

Jurisdiction, venue and process

The jurisdiction, venue, process, and service of process are all defective as to defendant-petitioner American Civil Liberties Union, a New York corporation not domesticated in or doing business in the State of Alabama. Jurisdiction is limited by the due process clause of the fourteenth amendment. See, e.g., Pennoyer v. Neff, 95 U.S. 714 (1878); New York Times Co. v. Connor, 365 F.2d 567 (5th Cir. 1966); Developments in the Law-State Court Jurisdiction, 73 Harv. L. Rev. 909 (1960).

Of course, if there is no jurisdiction because of the defendant's being a non-resident, venue is likewise improper.

Service of process was not proper because, as defendant will show upon evidentiary hearing on this motion, no officer, agent or employee of the defendant corporation was served with process, nor was there any attempt to comply with Alabama law.

Even if process had been correctly served, it still would be void because defendant is simply not within the jurisdiction of the courts of the State of Alabama. The proof will show that within the state the defendant has solicited membership



by mail. This is considerably less than an actual business solicitation of orders for a corporation's products which, however, was insufficient to constitute doing business in Alabama in Swicegood v. Century Factors, Inc., 280 Ala. 37, 189 So. 2d 776 (1966). Or such memberships may be analogized to the substantial number of subscriptions to the New York Times (average Alabama daily circulation of 395 and Sunday circulation of 2,455) which, together with other activity, was still insufficient to constitute doing business in New York Times Co. v. Connor, 365 F.2d 567, 570 (5th Cir. 1966).

Also, the nature of this defendant's activity requires special protection under the due process and equal protection clauses of the fourteenth amendment as well as the first amendment and the bill of rights generally. For defendant is an organization devoted exclusively to the protection of the civil liberties guarantees of the Constitution of the United States, particularly the Bill of Rights and the Reconstruction Amendments. Cf. NAACP v. Alabama, 357 U.S. 449 (1958) (and its later chapters at 360 U.S. 240 (1959), 368 U.S. 16 (1961) and 377 U.S. 280 (1964)); Wallace v. Brewer, Civ. No. 2988-N (M.D. Ala. June 9, 1970) (three judge court); Sobol v. Perez, 289 F. Supp. 392 (E.D. La. 1968) (three judge court).

Besides venue not being proper anywhere in the State of Alabama it is certainly not proper in Baldwin County, Alabama where the defendant has no presence. See Ala. Code tit. 7, §§ 54, 60 (1958).

Failure to state a claim

In the first count of his complaint, the plaintiff asks

for \$500,000 apparently because he alleges that the ACLU defends only certain types of groups and individuals. There is no allegation as to what this has to do with the plaintiff, so plaintiff has no standing. He does not allege the invasion of "any legally protected . . . right . . . ." REA v. Central Louisiana Electric Co., 354 F.2d 859, 863 (5th Cir.), cert. denied, 385 U.S. 815 (1966).

But even if the plaintiff did have standing, the activities alleged do not constitute any sort of legal wrong; rather they are activities amply protected by the first amendment. See United Mine Workers v. Illinois State Bar Association, 389 U.S. 217 (1967); Brotherhood of Railroad Trainmen v. Virginia 377 U.S. 1 (1964); NAACP v. Button, 371 U.S. 415 (1963).

Count two is no better. It re-alleges some of count one and also says that defendant has ignored plaintiff's written requests for information and that plaintiff has been sent form letters, causing him anguish. Again no known legal wrong is alleged.

On the doubtful assumption that plaintiff is trying to make out some sort of contract claim, defendant points out that no contract is alleged. See 5 Wright & Miller, Federal Practice & Procedure, Civil § 1235 (1969). There appears no specific offer, no acceptance of any offer, and certainly no consideration. Nor does it appear that any possible contract has any definite or ascertainable terms. See 17 C.J.S. Contracts § 1. (1963); 17A id. at §535. The lack of allegation of a contract would appear to be fatal. And:

Where the contract does not on its face purport to bind defendant, plaintiff must allege facts showing that it was executed by, or is the obligation of, defendant.

17A C.J.S. Contracts § 534 (1963) (citing, in the 1970 supplement, Air Engineers, Inc. v Reese, 283 Ala. 355, 217 So. 2d 2d (1966)).

In an action on a contract, the . . . complaint must show a valid contract, that is, such pleading must demonstrate an existing, binding, completed, and enforceable contract between the parties and state facts showing that defendant is under a legal obligation or duty to plaintiff; an averment that, by reason of a contract, it became the duty of defendant to do certain acts is insufficient; the facts from which such duty arose must be stated. Id. at § 535 (footnotes omitted; Alabama citations include Crumpton v. Campbell 228 Ala. 79, 152 So. 220; McGowen Lumber Co. v. R.J. Camp Lumber Co., 192 Ala. 35, 68 So. 263)

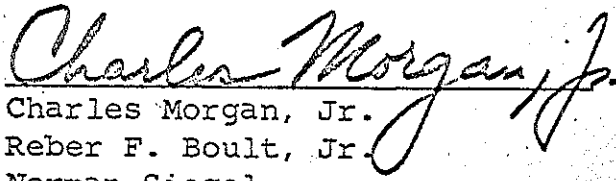
It is black letter law that "[m]aterial parts of the contract . . . must be stated in plaintiff's pleading with certainty . . . ." Id. Also the consideration must be alleged. Id. at § 536.

Whatever the theory of plaintiff's case it must fall for an additional reason - it theorizes that there was an advance guarantee by defendant corporation to the unknown plaintiff that the corporation would represent him in obtaining what he believes to be his constitutional rights. Were such a guarantee made it would contravene public policy.

Although he apparently doesn't rely on it as a cause of action, it is pointed out that plaintiff's unsubstantiated conclusory allegation of conspiracy could not in any event serve as a basis for a cause of action. See, e.g., Vorachek v. United States, 337 F. 2d 797 (8th Cir. 1964); Joyce v. Ferrazzi 323 F.2d 931 (1st Cir. 1963); Vigil v. United States, 293 F. Supp. 1176 (D. Colo. 1968); Reinke v. Walworth, 282 F. Supp. 377

(E.D. Wis. 1968); Huey v. Barloga, 277 F. Supp. 864 (N.D. Ill. 1967); Delaware Valley Conservation Association v. Resor, 269 F. Supp. 181, 183, 185 (1967), aff'd, 392 F.2d 331 (3d Cir. 1968).

Respectfully submitted,



Charles Morgan, Jr.  
Reber F. Boulton, Jr.  
Norman Siegel  
5 Forsyth Street, N.W.  
Atlanta, Georgia 30303

Melvin Wulf  
156 Fifth Avenue  
New York, New York 10010

ATTORNEYS FOR DEFENDANT-PETITIONER

HOWARD A. MANDELL, Attorney at Law

March 2, 1972

112 Washington Building  
Montgomery, Alabama 36104  
(205) 262-1666

*Please  
redo minutes*

The Honorable Eunice Blackman  
Clerk, Circuit Court of  
Baldwin County, Alabama  
P.O. Box 239  
Bayminette, Alabama

Dear Mrs. Blackman,

Re: Mashburn v. A.C.L.U.  
Case No. 9476

I represent the A.C.L.U. in the greater Montgomery area. Several months ago, I spoke with Judge Mashburn about the status of the above-styled case. He informed me at that time that the case had been dismissed. A copy of the docket sheet was sent to me.

In looking over the docket sheet, I note one small change which should be made in the last entry. Madden filed two lawsuits. The first suit against the A.C.L.U. was filed in this Court on September 8, 1970. After the case was removed, Judge Pittman issued an order on December 22, 1970 dismissing the case. Then Madden filed another suit against the A.C.L.U.; this suit was filed in federal court in Mobile. Judge Pittman issued an order dismissing this suit on September 15, 1971.

Thus, I would appreciate your amending the last entry, which reads:

"10-27-71 Dismissed on authority of order of Federal District Court, Honorable Virgil Pittman, dated September 15, 1971, Pl. taxed with the costs."

to read as follows:

"10-27-71 Dismissed on authority of orders of Federal District Court, Honorable Virgil Pittman; dated December 22, 1970 and September 15, 1971, Pl. taxed with the costs."

I would appreciate your sending me a copy of the docket sheet as amended.

Thank you very much. I am,

Very truly yours,

*Howard A. Mandell*  
Howard A. Mandell

HM:er

12-21-70

The Circuit Court Clerk  
for Baldwin County, Ala.

Re case 9476

Petition to Amend  
Plaintiff - Petitioner requests of the Court  
permission to correct an error in the  
complaint by deleting: "Defendant may  
be served at: Rick Singer, Chairman,  
Alabama CLL, P.O. Box 1972, University,  
Alabama 35486."

Plaintiff - Petitioner's intention was to  
not recognize the Alabama CLL in any  
way - service, letters, or communication  
of any kind. But the error somehow  
did get thru.

Respectfully submitted

Bert L. Madden  
Plaintiff - Petitioner

FILED

DEC 22 1970

ALICE J. DUCK CLERK  
REGISTER

9476

12-19-70

The Circuit Court Clerk  
for Baldwin County, Alabama

Re Case No 9476

I was astounded and dismayed upon learning, 12-16-70, that action on the above case is being held up pending a decision by the U. S. District Court in Mobile.

Please refer to petition for removal, Civil Action 6316-70-P, Fact No 1. in above court.

"The person served was not authorized to receive service for the petitioner."

The person served was the American Civil Liberties Union.

Clearly, then, "the petitioner" is not the A.C.L.U.

"Copy of Summons and Complaint were first received by petitioner's Southern Regional Office on 9-17-70."



The Circuit Court Clerk

The A.C.L.U. has no "Southern Regional Office". They have an affiliate, the Atlanta C.L.U., which is an entirely separate organization.

Regardless of who "the petitioner" is, he is not the A.C.L.U.

The A.C.L.U. has no case pending in the U.S. District Court in Mobile.

The A.C.L.U. has never answered the Summons & Complaint served on him 9-8-70, more than three months ago.

I'm sorry I failed to make the situation clear in communications of 11-22-70 & 11-25-70.

The court has been deceived by trickery and strange reasoning like this:

Circuit Court Clerk

Regarding the Army draftee who raises any rights questions I quote from "G. I. Rights and Army Justice", Introduction page xx1.

"As Melvin Bell, Legal Director of the American Civil Liberties Union has pointed out, 'At worst, they can deliberately get him killed; at best they can transfer him north of the Arctic Circle where he will have only penguins for companionship for two years.'"

The penguin is a Southern hemisphere bird. There are none within thousands of miles of the Arctic Circle.

Respectfully  
B. L. Madden

BERT L. MADDEN

Plaintiff,

VS.

AMERICAN CIVIL LIBERTIES  
UNION, a corporation

Defendant.

) IN THE CIRCUIT COURT OF

) BALDWIN COUNTY, ALABAMA

) CASE NO. 9476

INTERVENTION COMPLAINT

The petitioner James E. Pryor prays that the Court accept this plea for intervention in the above case. He has been injured in his family relations, his business relations and his church relations, by the actions of the ACLU.


1. There has been no influence more detrimental to the interests of our Southern States than that of the ACLU.

They have done all possible to disrupt our social customs and to cause ill-feelings between whites and blacks.

They have positively refused to recognize our guaranteed Constitutional rights of life, liberty, and property as stated in the Fifth and Fourteenth Amendments.

2. The defendants activities in the field of civil rights have been devoted exclusively to the defense of rioters and groups whose activities and aims is the ultimate destruction of the United States Government by violent means

3. That the defendants only engage in cases involving the most notorious individuals creating the most national news coverage to the detriment of petitioner.

  
JAMES E. PRYOR - Petitioner

FILED

DEC 20 1970

ALICE J. DUCK

CLERK  
REGISTER

The Circuit Court Clerk for Baldwin County, Ala.

Re Bert L. Madden, Plaintiff VS American Civil  
Liberties Union, Defendant, Case NO 9476.

Petition for Judgment  
Bert L. Madden, Plaintiff, Petitioner.

Summons and Complaint were served on the  
above American Civil Liberties Union of 156 Fifth  
Ave., New York City 10010 on the 3<sup>rd</sup> day of Sep-  
tember 1970.

This Summons has been ignored.

The Petitioner therefore prays that the  
Defendant be summarily judged in default  
and the trial date be set.

Respectfully submitted,

Bert L. Madden  
Plaintiff - Petitioner.

FILED

DEC 2 1970

ALICE J. DUCK

CLERK  
REGISTER

Box 376  
Fairhope, Ala. 36532

11-22-70

The Circuit Court Clerk  
for Baldwin County, Alabama

Re Civil Action No 6316-70-P petition  
for removal of Baldwin County  
Circuit Court case No 9476 to U.S. District  
Court at Mobile.

Herewith is copy of my statement of  
11-13-70 at hearing by Judge Pittman.

This deceit of both courts by ACLU  
is causing unnecessary delay and  
expense.

I am glad to note that your expense  
can be recouped by the ACLU bond.

Yours

B. L. Madden

Box 376

Fairhope, Ala. 36532

The U. S. District Court  
For the Southern District of Alabama  
at Mobile, Alabama.

Re Civil Action NO 6316-70-P

The Atlanta affiliate of the American Civil Liberties Union represented by Mr. Charles Morgan Jr. is not the defendant in Case NO 9746 filed by me in the Circuit Court of Baldwin County Alabama on September 14<sup>th</sup> 1970 nor was this affiliate served with summons and complaint.

The defendant A.C.L.U. by trying to assign this case to an affiliate that is not a party to the suit is not only trying to rid himself of liability but is also perpetrating a fraud on this United States District Court.

It is glaringly evident that the A.C.L.U. and their Atlanta affiliate are in a conspiracy to deprive me of my Constitutional rights.

B. L. Madden  
Box 376 Fairhope, Ala. 36532

The U. S. District Court

The following references are taken from the 44<sup>th</sup> Annual Report of the A.C.L.U.

page 13 "The A.C.L.U. and its affiliate, the A.C.L.U. of Pennsylvania, argued for a reversal."

page 69 "The A.C.L.U. made this statement after consultation with the Dallas Civil Liberties Union."

page 89 "In a joint statement to N.Y. City Mayor Robert Wagner the A.C.L.U. and the N.Y. Civil Liberties Union declared that "etc."

The A.C.L.U. here states that it is not the same organization as any affiliate - such as the Atlanta Civil Liberties Union.

B. L. Cradden  
Box 376, Fairhope, Ala. 36532

11-8-71

The Clerk, Circuit Court of Baldwin County,  
Bay Minette, Ala., 36507

Bert L. Wadden  
Plaintiff  
vs

American Civil Liberties Union,  
a Corporation  
Defendant

In the Circuit Court  
of Baldwin County  
Case No 9476

A hearing on this case was held on Friday, Oct. 15<sup>th</sup>  
1971. The defendant, listed as being represented by  
Charles Morgan, Jr. did not appear.

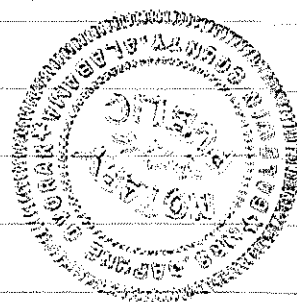
The plaintiff requests that the defendant be judged  
guilty of the charges made in the complaint and  
in addition to the damages originally claimed the  
plaintiff ~~the plaintiff~~ requests legal fees calcu-  
lated in accordance with the Code of Ethics of the  
Mobile Bar Assn. and treble punitive damages.

Sworn and subscribed before me this 8th day  
of November, 1971

Bert L. Wadden

Daphne Dorak  
Notary

My Commission Expires April 23, 1975



EUNICE B. BLACKMON  
CIRCUIT CLERK

NOV 12 1971

Submitted to Judge 11-12-71  
Returned by Judge 11-15-71

FILED



11-24-71

The Clerk

The Circuit Court of Baldwin County

Bay Minette Ala., 36507

Re Case 9476

On Friday, October 15<sup>th</sup> 1971 I, the Plaintiff in the above case, appeared at the hearing. The Defendant, The American Civil Liberties Union, listed as being represented by Charles Morgan Jr. did not appear. This failure to appear is default.

The Plaintiff requests that the Defendant be judged summarily guilty of the charges made in the complaint and be so penalized this to include legal fees calculated according to the Code of Ethics of the Mobile Bar Association plus triple punitive damages and that beginning Jan. 1<sup>st</sup> 1972 the Defendant be fined \$1000.00 for each month of continued delay unless by then they have settled the case in accordance with the above.

Sworn and subscribed before me this 26<sup>th</sup> day of November, 1971

Bert L. Waddell



Daphne Dvorak, notary

**FILED**

DEC 4 1971

EUNICE B. BLACKMON  
CIRCUIT CLERK

Submitted - 12-6-71

SUMMONS AND COMPLAINT

THE STATE OF ALABAMA  
BALDWIN COUNTY

Circuit Court, Baldwin County

No. 9476

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon ..... American Civil Liberties Union, a corp. ....

.....  
.....  
.....  
to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint  
filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette against.....

American Civil Liberties Union, a corp. .... Defendant.....

by Bert L. Madden.....

....., Plaintiff.....

Witness my hand this.....8th.....day of.....September.....19.70..

.....  
..... Clerk

**THE STATE OF ALABAMA**  
**BALDWIN COUNTY**

**CIRCUIT COURT**

BERT L. MADDEN

Plaintiffs

vs.

AMERICAN CIVIL LIBERTIES UNION,  
A Corp. Defendants

**SUMMONS AND COMPLAINT**

Filed ..... September 8<sup>th</sup> 1970

Alice J Duck

Clerk

none

Plaintiff's Attorney

Defendant's Attorney

*Dr. Ronald R. Rebel*  
*216 E. Main Hall*

Defendant lives at

Received In Office

Sept 9 1970

Taylor Wilkins Sheriff

I have executed this summons

this ..... 19.....

by leaving a copy with

Executed this 14<sup>th</sup> day of Sept 1970

OR

*American Civil Liberties Union & Corporation*

by leaving a copy of with with

*Ronald R. Rebel*

*as agent*

of said

NATHAN CHISM, Sheriff  
Baldwin County, Ala.

*Mc Walker*

BERT L. MADDEN	) (	
Plaintiff	) (	IN THE CIRCUIT COURT OF
VS.	) (	BALDWIN COUNTY, ALABAMA
AMERICAN CIVIL LIBERTIES	) (	
UNION, a corporation	) (	CASE NO. <u>9476</u>
Defendant	) (	

COMPLAINT

Comes now the plaintiff in the above styled cause and shows this honorable Court the following: The defendant widely advertises that they defend the constitutional rights of everyone, specifically under the Bill of Rights. Plaintiff claims that what they really do or in this cause is to refuse absolutely any help in obtaining such rights. The defendant has conspired to deprive the plaintiff of his constitutional rights and in practice is doing precisely the opposite of what they promise. Conspiring to deprive anyone of his constitutional rights is a charge frequently and sucessfully used by our Federal Government. Plaintiff claims of defendant damages in the amount of \$ 1,000,000.00.

COUNT ONE

Plaintiff claims of the defendant \$500,000.00 damages for obtaining money under false pretences, viz; defendant induced plaintiff to join said organization and pay a membership fee by advertising Due Process, Equality, Freedom of Religion, Freedom of the Press, Fair Trial, Freedom of Assembly, Academic Freedom and every mans right to be his own man in a free self-governing society - this is the gift of freedom - and this is the aim of the American Civil Liberties Union. Further, that the ACLU has been in the battle for the liberties of all Americans, regardless of race, economic status, creed or political belief. Often we are proud of the individuals whose rights we defend in the Courts, legislature, executive agencies or police stations. But the ACLU like the constitution, knows no distinction. When a basic right is denied to even pne of 200,000,000

Americans, the liberty of all is deminished and endangered. Plaintiff avers;

(a) That defendants activities in the field of civil rights have been devoted exclusively to the defense of rioters and groups whose activities and aims is the ultimate destruction of the United States Government by violent means. These are the individuals referred to which the ACLU advertises with pride whose rights they defend.

(b) That the defendant only engages in cases involving the most notorious individuals creating the most national news coverage to the detrement of plaintiff.

COUNT TWO

Plaintiff claims the further and additional amount of \$500,000.00 damages for the breach of that certain written agreement of membership in the ACLU.

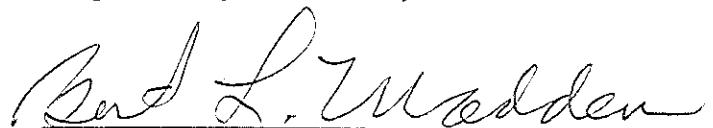
(a) That defendant has ignored plaintiff's written request for information on numerous occasions.

(b) That defendant has caused plaintiff great mental anguish and frustration by sending plaintiff form letters.

(c) That defendants activities is limited to the sensational en-  
volving notorious individuals to the exclusion of rights of plaintiff.

WHEREFORE, the premises considered, on all causes of action, seperate and severally, the plaintiff respectfully prays that this Court will take jurisdiction of this cause, that the defendant be served with the usual summons and pprocess to appear and answer herein and that the plaintiff have judgement for his damages, cost of suit and such other and further relief as he may show himself entitled to receive. And plaintiff further prays that such other, further and general relief as may be appropriate under the premises.

Respectfully Submitted,

A handwritten signature in cursive script, reading "Bert L. Madden". The signature is written in dark ink and is positioned above the printed name of the plaintiff.

BERT L. MADDEN - Plaintiff  
Box 376  
Fairhope, Alabama

Plaintiff respectfully demands a trial by jury in this cause.

Bert L. Madden  
BERT L. MADDEN - Plaintiff

Defendant may be served  
through its agent at:

Rick Singer  
Chairman Alabama CLU  
P. O. Box 1972  
University, Alabama 35486

Subscribed and Sworn to before me this

8<sup>th</sup> day of September, 1970.

James E. Jones  
Notary Public, Alabama State At Large

my Commission Expires 11/15/72

**FILED**

SEP 8 1970

**ALICE J. DUCK** CLERK  
REGISTER

Bay Minette, Ala., Sept 10 1970

To the Sheriff of Iuscaloosa County, Iuscaloosa, Alabama

I enclose herewith ItC to be served on Rick Singer

Dr. Robert Chairman Ala. CLU

Senior Hall or P.O. Box 1972

216 Ronald R. Rebel University, Ala.

Please serve and return as early as possible.

Gaylor Wilkins

Sheriff, Baldwin County, Alabama

(If not found in your county, please advise promptly giving information as to present location if possible)