

J. CONNOR OWENS, JR.

ATTORNEY AT LAW

DAHLBERG BUILDING

P. O. BOX 729

BAY MINETTE, ALABAMA 36507

June 7, 1972

TELEPHONE NO. 937-4661

Mr. Thomas M. Galloway
Attorney at Law
P. O. Box 4492
Mobile, Alabama 36601

Subject: Sarah L. Bertolla vs. John Childress, et al.
Baldwin County Circuit Case No. 10,074

Dear Tom:

This is with reference to the above styled matter
called on the motion docket this day.

In accordance with our agreement the same was con-
tinued until next motion day, which is Wednesday, June
21, 1972.

Mrs. Blackmon is by copy of this letter, requested
to place the case on that particular motion docket.

Thank you for your aid and consideration in this
matter.

Sincerely yours,

J. Connor Owens, Jr.

JCO:am

CC: Mrs. Eunice B. Blackmon, Clerk
Circuit Court of Baldwin County
Bay Minette, Alabama 36507

C
O
P
Y

1. ~~Tomlinson, Edith E., Housewife, 110 W. 3rd St. Bay Minette~~ D4
2. ~~Thornton, Marion, Millwright Scott Paper Co., 424 Miller Av., Fairhope, Mobile~~ D13
3. ~~Wheeler, Mrs. O. G., Seety, Thomas Hospital, 54 Fairhope, Ave. Fairhope~~ P6
4. ~~White, Buford, Forester Int. Paper Co., 407 W. 4th St. Bay Minette, Mobile~~ D5
5. ~~Richardson, Oscar G., Lineman Riveria Utilities, 109 Oak Av. Fairhope~~ D14
6. ~~Ruffles, Wm. R., Jr., V-Pres. Genl. Mgr. Ruffles Co., 117 Kiefer Av. Fairhope~~ P8
7. ~~Sanford, Marlin B., Insp. Ala. Dry Dock, 612 Belrose Av., Daphne, Ala. Mobile~~ P14
8. ~~Springer, Tommy, N.A.S., Robertsdale, Pensacola~~
9. ~~Payne, Thomas P., Forester Int. Paper Co., 1601 Armstrong Av. Bay Minette~~ P1
10. ~~Langham, Francis, Housewife, Robertsdale, Ala~~
11. ~~Myrick, T. C., Retired, Gen. Del, 154 Gaston Av. Fairhope~~
12. ~~Marik, Theo, Prod. Controller PNAS 157 Pecan St. Fairhope, Pensacola~~ P3 P7
13. ~~Ching, Timothy V., Mgr. Nat'l Butane Gas, 205 Pecan St. Fairhope~~
14. ~~Clark, Nannae B., Housewife, 102 N. Hoyle Av. Bay Minette~~ D6
15. ~~Beiser, Carl W., Pipe Frmn Ala. Dry Dock, 752 Edwards Av. Fairhope, Mobile~~
16. ~~Benton, Betty, Eastwood Nealy, 411 Byrne, St. Bay Minette~~ D12
17. ~~Carlisle, D. C., Newport, 315 Moog Av. Bay Minette~~ D10
18. ~~Lungberg, Bernice, Bay Slacks, Box 131 Bay Minette~~ P4
19. ~~Manglos, Mrs. H. C., Housewife, P. O. Box 1155, Foley,~~ P13
20. ~~Crow, Cleve, Labor, 50 Young St. Fairhope~~ P10
21. ~~Curtis, Robert E., Retired, 418 S. Section, Fairhope~~
22. ~~Dean, Mildred S., Vanity Fair, Star Rt. Stockton, Atmore~~ D11
23. ~~Dean, Thomas, Forester, Rabun Rt. Bay Minette~~ P11
24. ~~Dees, Charles L., Aud. Ala. Power Co., 929 Sea Cliff Dr. Fairhope~~ P12
25. ~~Barnett, Delores B., Housewife, Rt. 4 Box 180 Cantonment, Fla. Gateswood~~ D3
26. ~~Bradford, Annette, Ofc. Bay Minette Housing, 7 Neighbor La. Bay Minette~~ D9
27. ~~Boone, Joy R., Housewife, 361 S. Church St. Fairhope~~
28. ~~Blazi, Joseph F., Retired, 457 Dogwood Av. Fairhope~~
29. ~~Andre, James L., Retired, Stockton, Bay Minette~~ D7
30. ~~Andrews, Jessie J., Jr., Linemn. S C B Tel. 1405 Main St. Daphne~~ P15
31. ~~Atkinson, David C., Jr., Sls. Rep. Sinclair Oil, 754 Coleman Blvd. Fairhope~~ D1
32. ~~Crabtree, Lois B., Housewife, 5 Bull Run Spanish Fort~~
33. ~~Wurst, Anna L., Housewife, 711 E. 6 th St. Bay Minette~~ P2
34. ~~Womack, Sylvia H., Clk, Sears Roebuck & Co. 306 Hickory St. Bay Minette~~ D8
35. ~~White, Rudolph, Contractor, P. O. Box 136 Robertsdale,~~ P9
36. ~~White, Mitchell, Clerk, Bradley Ndw. Bay Minette~~
37. ~~Stephens, Mrs. Sarah E., Housewife, Robertsdale~~ P16
38. ~~McCants, Joe, Retired, 400 S. Section St. P. O. Box 214, Fairhope~~ P15
39. ~~Helms, Larry, Good Year Tire Store, Elberta, Foley~~
40. ~~Hadding, Sarah L., Computer Programmer PNAS 120 Bineridge Rd. Daphne~~
41. ~~Gooden, E.H., Retired, 114 Fairhope Av. Fairhope~~ P5
42. ~~Griffeth, Mildred M, Housewife, 165 Pinecrest La. Fairhope~~
43. ~~Sullivan, Edgar, Labor, 308 Fels Av. Foley~~ D2
44. ~~Sword, Mrs. Gertrude, Real Estate Office Sec. 401 S. Section St. Fairhope~~

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10,074

C O M P L A I N T

SARAH L. BERTOLLA,

Plaintiff,

vs.

JOHN CHILDRESS and AARON CHILDRESS, as Executors of the Last Will and Testament of Paul Childress, Sr.; JOHN DOE, whose name to the Plaintiff is otherwise unknown, and whose true name when ascertained, will be substituted by amendment, being that person, firm, corporation, partnership or association, who was the employer of Paul Childress, Sr., on the date and occasion of the action made the basis of this suit; RICHARD ROE, whose true name to the Plaintiff is otherwise unknown, and whose true name when ascertained, will be substituted by amendment, being that person, firm, corporation, partnership or association who was the owner of the motor vehicle described herein at the time and place of the accident made the basis of this suit; THE DOE COMPANY, whose name to the Plaintiff is otherwise unknown, and whose true name, when ascertained, will be substituted by amendment, being that person, firm, corporation, partnership or association who was legally responsible for the operation of the motor vehicle described herein at the time and place of the accident made the basis of this suit,

Defendants.

COUNT ONE:

The Plaintiff claims of the Defendants the sum of FIFTY THOUSAND DOLLARS (\$50,000.00) as damages for that on, to-wit, the 18th day of October, 1970, while the Plaintiff was operating a motor vehicle along a public highway in Baldwin County, Alabama, at or near, to-wit, a point 3.5 miles North of the City Limits of the Town of Robertsdale, Alabama, on County Road No. 65, the Defendants', John Childress and Aaron Childress, Testator, who was then and there acting as the agent, servant or employee of John Doe, Richard Roe and The Doe Company, and within the line and scope of his employment as such, negligently ran a motor vehicle against the automobile which the Plaintiff was operating, as aforesaid, and as a proximate consequence thereof, the Plaintiff was injured and damaged as follows:

Her face was lacerated and otherwise injured; she was bruised and contused about her shoulders, jaw, breasts, face and other parts of her body; she suffered a closed fracture on both bones of the right ankle; she was permanently injured in her right ankle and she was permanently scarred on her face; she was made sick, sore and ill for a long period of time and was caused to suffer great physical pain; she was caused to lose time from her employment and was caused to lose remuneration therefor; her automobile was completely demolished; she was caused to incur expenses in and about procuring doctors, medicines and medical care, aid and attention, in and about her efforts to heal and cure said wounds and injuries;

And Plaintiff avers that all of her said injuries and damages were caused as a proximate result of the negligence of the Defendants', John Childress and Aaron Childress, Testator, who was then and there acting as the agent, servant or employee of John Doe, Richard Roe and The Doe Company, and within the line and scope of his employment as such, in and about the operation of said motor vehicle at said time and place.

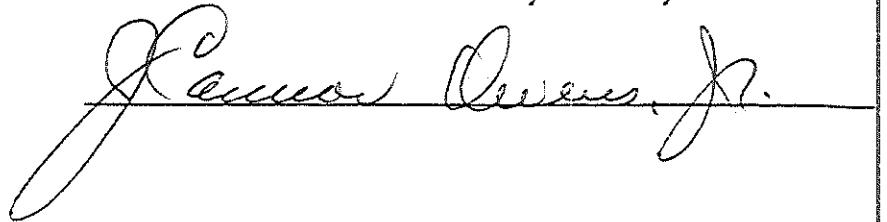
COUNT TWO:

The Plaintiff claims of the Defendants the sum of FIFTY THOUSAND DOLLARS (\$50,000.00) as damages for that on, to-wit, the 18th day of October, 1970, while the Plaintiff was operating a motor vehicle along a public highway in Baldwin County, Alabama, at or near, to-wit, a point 3.5 miles North of the City Limits of the Town of Robertsedale, Alabama, on County Road No. 65, the Defendants', John Childress and Aaron Childress, Testator, who was then and there acting as the agent, servant or employee of John Doe, Richard Roe and The Doe Company, and within the line and scope of his employment as such, wantonly injured and damaged the Plaintiff by wantonly running a motor vehicle against the automobile which the Plaintiff was driving, as aforesaid, and as a proximate consequence

of such wanton conduct, Plaintiff avers that she was caused to sustain and did sustain the injuries and damages complained of and set out hereinabove in Count One of her complaint.


J. Connor Owens, Jr.,
Attorney for Plaintiff.

Plaintiff demands a trial of this cause by a Jury.



FILED

OCT 13 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

STATE OF ALABAMA)
 (IN THE CIRCUIT COURT OF BALDWIN COUNTY,
BALDWIN COUNTY) ALABAMA

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon JOHN CHILDRESS and AARON CHILDRESS, as Executors of the Last Will and Testament of Paul Childress, Sr; JOHN DOE, whose name to the Plaintiff is otherwise unknown, and whose true name, when ascertained, will be substituted by amendment, being that person, firm, corporation, partnership or association, who was the employer of Paul Childress, Sr., on the date and occasion of the action made the basis of this suit; RICHARD ROE, whose name to the Plaintiff is unknown, and whose true name when ascertained, will be substituted by amendment, being that person, firm, corporation, partnership or association who was the owner of the motor vehicle described herein at the time and place of the accident made the basis of this suit; THE DOE COMPANY, whose name to the Plaintiff is otherwise unknown, and whose true name, when ascertained, will be substituted by amendment, being that person, firm, corporation, partnership or association who was legally responsible for the operation of the operation of the motor vehicle described herein at the time and place of the accident made the basis of this suit, 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 the above named, by SARAH L. BERTOLLA, as Plaintiff.

WITNESS my hand this 13 day of Oct., 1971.

Erinice B. Blackman
Clerk of Circuit Court of Baldwin County,
Alabama.

EX-101
VOL 69 PAGE 884

2410-29-71

10,074 I
SUMMONS AND COMPLAINT

SARAH L. BERTOLLA,

Plaintiff,

vs.

JOHN CHILDRESS and AARON
CHILDRESS, as Executors of the
Last Will and Testament of Paul
Childress, Sr., et al.,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW.

Filed: October 13, 1971

Eunice B. Blackmon
Clerk.

J. CONNOR OWENS, JR.,
Bay Minette, Alabama,
Attorney for Plaintiff.

OCT 27 1971

TAYLOR WILKINS
SHERIFF

I have executed this summons
by leaving a copy with

Sheriff claims 80 miles at
Ten Cents per mile Total \$ 8.00
TAYLOR WILKINS, Sheriff
BY Deputy Sheriff

received 27 day of Oct 1971
and on 27 day of Oct 1971
I served a copy of the writ on
John Childress; Aaron
Childress

By service on
TAYLOR WILKINS, Sheriff
By H. Brown D.S.

40 mi R T.
Lafayette

SARAH L. BERTOLLA, : IN THE CIRCUIT COURT OF
 Plaintiff, :
 VS: : BALDWIN COUNTY, ALABAMA
 JOHN CHILDRESS AND AARON :
 CHILDRESS, as Executors :
 of the Last Will and : AT LAW
 Testament of Paul Childress, :
 Sr., et als, :
 Defendants : CASE NO. 10,074

Come now the defendants John Childress and Aaron Childress, as Executors of the Last Will and Testament of Paul Childress, Sr. and demur to the complaint as heretofore filed in this matter and each and every count thereof, separately and severally upon the following separate and several grounds:

1. The same fails to state a cause of action against these defendants.
2. The same fails to apprise these defendants of the location of the accident as alleged in the complaint.
3. The complaint is so vague and indefinite that these defendants are not apprised of enough facts upon which to defend the claim as alleged.
4. The complaint fails to allege the name of these defendants' testator.
5. From aught that appears in the complaint these defendants have more than one testator.

COLLINS, GALLOWAY & MURPHY

BY: Thomas M. Galloway
 ATTORNEYS FOR JOHN CHILDRESS AND
 AARON CHILDRESS, AS EXECUTORS

FILED

DEC 3 1971

EUNICE B. BLACKMON CIRCUIT CLERK

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 3 day of Dec, 1971, served a copy of the foregoing pleading on counsel for all parties to this proceeding by mailing the same by United States Mail, properly addressed, and first class postage prepaid.

Thomas M. Galloway

SARAH L. BERTOLLA,)	
Plaintiff,	)	IN THE CIRCUIT COURT OF
vs.	)	BALDWIN COUNTY, ALABAMA
JOHN CHILDRESS, ET AL.,	)	AT LAW. NO. 10,074
Defendants.)	

AMENDED COMPLAINT:

Now comes the Plaintiff in the above styled cause, and amends her complaint, so that as amended, the same shall read as follows:

SARAH L. BERTOLLA,)	
Plaintiff,	)	IN THE CIRCUIT COURT OF
vs.	)	BALDWIN COUNTY, ALABAMA
JOHN CHILDRESS and AARON)	
CHILDRESS, as Executors of	)	AT LAW. NO. 10,074.
the Last Will and Testa-)	
ment of Paul Childress, Sr.,)	
Deceased.)	
Defendants.)	

COUNT ONE:

The Plaintiff claims of the Defendants the sum of FIFTY THOUSAND DOLLARS (\$50,000.00) as damages for that on, to-wit, the 18th day of October, 1970, while the Plaintiff was operating a motor vehicle along a public highway in Baldwin County, Alabama, at or near, to-wit, a point 3.5 miles North of the City Limits of the Town of Robertsedale, Alabama, on County Road No. 65, the Defendants' Testator, Paul Childress, Sr., negligently ran a motor vehicle against the automobile which the Plaintiff was operating, as afore-said, and as a proximate consequence thereof, the Plaintiff was injured and damaged as follows:

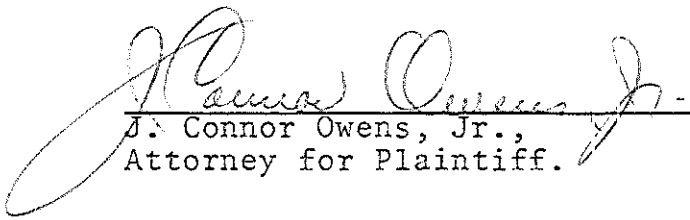
Her face was lacerated and otherwise injured; her hand was broken; she was bruised and contused about her shoulders, jaw, breasts, face and other parts of her body; she suffered a closed fracture on both bones of the right ankle; she was permanently injured in her right ankle and she was permanently scarred on her

face; she was made sick, sore and ill for a long period of time and was caused to suffer great physical pain; she was caused to lose time from her employment and was caused to lose remuneration therefor; her automobile was completely demolished; she was caused to incur expenses in and about procuring doctors, medicines and medical care, aid and attention, in and about her efforts to heal and cure said wounds and injuries;

And Plaintiff avers that all of her said injuries and damages were caused as a proximate result of the negligence of the Defendants' Testator, Paul Childress, Sr., in and about the operation of said motor vehicle at said time and place.

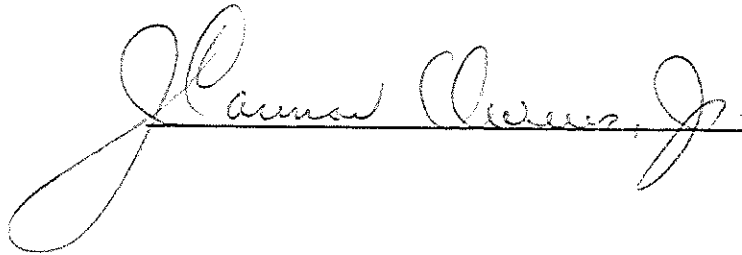
COUNT TWO:

The Plaintiff claims of the Defendants the sum of FIFTY THOUSAND DOLLARS (\$50,000.00) as damages for that on, to-wit, the 18th day of October, 1970, while the Plaintiff was operating a motor vehicle along a public highway in Baldwin County, Alabama, at or near, to-wit, a point 3.5 miles North of the City Limits of the Town of Robertsedale, Alabama, on County Road No. 65, the Defendants' Testator, Paul Childress, Sr., wantonly injured and damaged the Plaintiff by wantonly running a motor vehicle against the automobile which the Plaintiff was driving, as aforesaid, and as a proximate consequence of such wanton conduct, Plaintiff avers that she was caused to sustain and did sustain the injuries and damages complained of and set out hereinabove in Count One of her complaint.


J. Connor Owens, Jr.,
Attorney for Plaintiff.

Plaintiff demands a trial of this cause by a Jury.

I, the undersigned Attorney of Record for the Plaintiff in the foregoing cause, do hereby certify that I have caused a copy of the foregoing Amended Complaint to be served on Thomas M. Galloway, one of the Attorneys of Record for the Defendants, in said cause, by depositing the same in the United States Mail, properly addressed, with postage prepaid, this 15th day of March, 1972.



FILED

MAR 15 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

SARAH L. BERTOLLA, : IN THE CIRCUIT COURT OF
Plaintiff,

VS: : BALDWIN COUNTY, ALABAMA

JOHN CHILDRESS AND AARON
CHILDRESS, as Executors
of the Last Will and : AT LAW
Testament of Paul Childress,
Sr., et al,

Defendants. : CASE NO. 10,074

Comes now the defendants, John Childress and Aaron
Childress, as Executors of the Last Will and Testament of Paul
Childress, Sr., and for answer to the amended complaint as
heretofore filed and each and every count thereof separately
and severally says as follows:

1. Not guilty.
2. Plaintiff cannot have and recover of the defendants
in this matter for at the time and place complained of in the
complaint the plaintiff herself was guilty of negligence which
proximately contributed to the injuries as alleged in the
complaint.
3. The plaintiff cannot have and recover of the
defendants in this matter for that the claim as alleged in the
complaint is barred by the provisions of Sections 210 through
216, of Title 61, Code of Alabama 1940 as last amended.
4. The plaintiff cannot have and recover of the
defendants in this matter for that a claim as provided by the
provisions of Title 61, Section 211, Code of Alabama 1940 was
not filed by the plaintiff in this matter within six months
after the grant of letters testamentary or of administration of
the estate of Paul Childress, Sr. and the same is barred.

FILED

MAR 8 1972

John Childress
John Childress, as Executor of the Last
Will and Testament of Paul Childress, Sr.

Aaron Childress
Aaron Childress, as Executor of the Last
Will and Testament of Paul Childress, Sr.

EUNICE B. BLACKMON CIRCUIT
CLERK

COLLINS, GALLOWAY & MURPHY

By: Thomas M. Galloway 1 VOL 69 PAGE 800
THOMAS M. GALLOWAY
ATTORNEYS FOR DEFENDANTS, JOHN CHILDRESS
and AARON CHILDRESS, ETC.

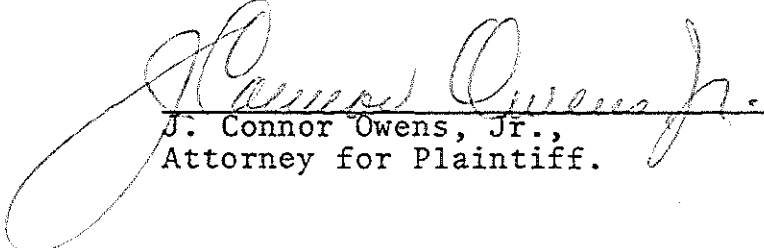
I do hereby certify that I have on this 30th
day of May 1972
the foregoing of
noted
signed
dressed, and that same being prepared.
Thomas M. Galloway

SARAH L. BERTOLLA,)	
	)	IN THE CIRCUIT COURT OF
Plaintiff,)	
vs.	)	BALDWIN COUNTY, ALABAMA
JOHN CHILDRESS and AARON)	
CHILDRESS, as Executors of	)	AT LAW. NO. 10,074.
the Last Will and Testament)	
of Paul Childress, Sr.)	
)	
Defendants.)	

DEMURRER:

Comes now the Plaintiff, SARAH L. BERTOLLA, in the above styled cause and demurs to Plea Two of the Answer heretofore filed in said cause, and as grounds therefor, assigns the following, both separately and severally:

1. That said Plea alleges contributory negligence as a conclusion.
2. That said Plea is insufficient to present contributory negligence as a defense to the matters in the complaint as last amended.
3. That it affirmatively appears that Defendants in this cause cannot avail themselves of a plea of contributory negligence as to Count Two of Plaintiff's complaint as last amended.
4. For that it affirmatively appears that in and by Count Two of Plaintiff's amended complaint that wantonness is charged on the part of the Defendants' testator and that a plea of contributory negligence is not available in defense of said count.


J. Connor Owens, Jr.,
Attorney for Plaintiff.

I, the undersigned Attorney of Record for the Plaintiff in the foregoing cause, do hereby certify that I have caused a copy of the foregoing demurrer to be served on the Attorney of Record for the Defendants, by placing the same in the United States Mail, properly addressed, with postage prepaid, this 5th day of April,

1972

FILED

APR 6 1972

EUNICE B. BLACKMON CIRCUIT CLERK

VOL 69 PAGE 870

SARAH L. BERTOLLA,)	
Plaintiff,	)	IN THE CIRCUIT COURT OF
vs.	)	BALDWIN COUNTY, ALABAMA
JOHN CHILDRESS, ET AL.,)	
Defendants.	)	AT LAW. NO. 10,074.

REPLICATION:

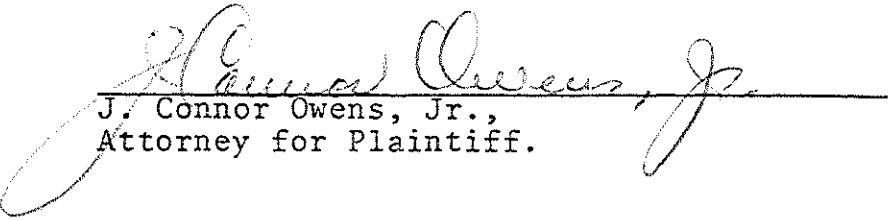
Now comes the Plaintiff in the above styled cause, and for replication to Defendants' Pleas Three and Four, separately and severally, sets forth and assigns the following separately and severally:

1. That at the time of the matters complained of in the complaint filed herein, and at the time of the issuance of Letters Testamentary, the said Paul Childress, Sr., was the named insured in a policy of liability insurance, issued by Alabama Farm Bureau Insurance Companies, Inc., by the terms of which the said Alabama Farm Bureau Insurance Companies, Inc., was bound to defend and pay all sums which said insured shall become legally obligated to pay, not exceeding said policy limits, on account of the use of a motor vehicle causing bodily and property damage; that in accordance with the terms of said policy, by which the said Alabama Farm Bureau Insurance Companies, Inc., had the right to control the defense of said claim, the said Alabama Farm Bureau Insurance Companies, Inc., acting by and through its agent, servant or employee, Robert Anderton, commenced representation of the Defendants in this cause; that the said Robert Anderton, while acting as such agent, servant or employee, and as the representative of the Defendants herein, made payments upon the claim of the said Plaintiff against the said Estate for a period of time commencing in November, 1970, until and including the month of July, 1971, and Plaintiff further alleges that her claim was not disputed until about August 22, 1971, and Plaintiff further alleges that said claim against said Estate was filed within six months of the date of said dispute; Plaintiff further alleges that in and by the terms

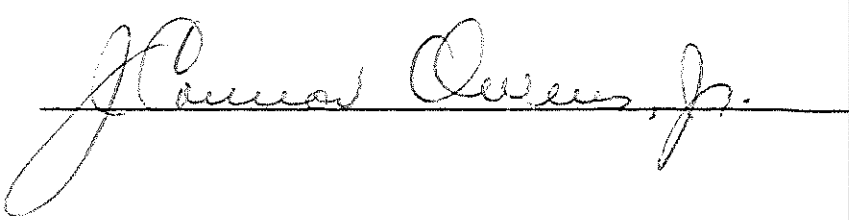
of the Last Will and Testament of the said Paul Childress, Sr., the Defendants herein had the general authority to pay claims or debts against said Estate; Plaintiff further alleges that the failure to file said claim within the time required by law does not substantially affect or injure the rights of the beneficiaries under said Will; WHEREFORE, Plaintiff alleges that the Defendants herein waived the statute of non-claim.

2. That at the time of the matters complained of in the complaint filed herein and at the time of issuance of Letters Testamentary to the Defendants herein, the said Paul Childress, Sr., was named as the insured in a policy of liability insurance issued by Alabama Farm Bureau Insurance Companies, Inc., in and by the terms of which the said Alabama Farm Bureau Insurance Companies, Inc., was bound to defend and pay all sums which said insured shall become legally obligated to pay, not exceeding said policy limits, on account of the use of a motor vehicle causing bodily and property damage; that in accordance with the terms of said policy, by which terms the said Alabama Farm Bureau Insurance Companies, Inc., had the right to control the defense of the said claim, the said Alabama Farm Bureau Insurance Companies, Inc., acting by and through its servant, agent or employee, Robert Anderton, commenced representation of the Defendants in this cause; that the said Robert Anderton, while acting as the agent, servant or employee of the said Alabama Farm Bureau Insurance Companies, Inc., and as representative of the Defendants herein, did make payments to the Plaintiff and did represent to the Plaintiff that her claim against the Estate of Paul Childress, Sr., would be paid by Alabama Farm Bureau Insurance Companies, Inc., upon the completion of final determination by the doctors of her disabilities, and the Plaintiff alleges that she relied in good faith upon the representations of the said Robert Anderton, knowing that the said Robert Anderton had the knowledge and experience of an expert and that the employer of the said Robert Anderton, Alabama Farm Bureau Insurance Companies, Inc., was contractually bound to defend said Estate and to pay

damages for personal injuries arising from Plaintiff's claim and Plaintiff alleges that as a result of the payments made and representations made by the said Robert Anderton, while acting as the agent, servant or employee of the said Alabama Farm Bureau Insurance Companies, Inc., and as the representative of the Defendants herein, she did not file her claim against said Estate until after the time of filing the same had expired by law; Plaintiff further alleges that the failure to file said claim within the time required by law does not substantially affect or injure the rights of the beneficiaries under said Will; hence the Defendants are estopped from asserting the defense of non-claim.


J. Connor Owens, Jr.,
Attorney for Plaintiff.

I, the undersigned Attorney of Record for the Plaintiff in the foregoing cause, do hereby certify that I have caused a copy of the foregoing replication to be served on Thomas M. Galloway, one of the Attorneys of Record for the Defendants in said cause, by depositing the same in the United States Mail, properly addressed, with postage prepaid, this 24th day of April, 1972.



FILED

APR 25 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

SARAH L. BERTOLLA, : IN THE CIRCUIT COURT OF
Plaintiff,
VS: : MOBILE COUNTY, ALABAMA
JOHN CHILDRESS and AARON
CHILDRESS, as Executors of : AT LAW
the Last Will and Testament
of Paul Childress, Sr.,
Defendants. : CASE NO. 10,074

MOTION TO STRIKE

Come now the defendants and move this Honorable Court to strike the replication and each and every count thereof separately and severally and as grounds therefor set down and show unto the court as follows:

1. The replication and each and every paragraph thereof contain allegations relative to Alabama Farm Bureau Insurance Company which company is not a party to this action.

2. The allegations of each paragraph, or count, of the replication contain references to Alabama Farm Bureau Insurance Company which allegations inject into this case an insurance company and such is not a legal issue in this case.

3. The replication and each and every count thereof contains allegations setting out that Alabama Farm Bureau Insurance Company is an insuror involved in this case and such is not allowable or legally included under the laws of the State of Alabama.

4. Unless this replication, and each count thereof, is removed from the consideration of the jury then Alabama Farm Bureau Mutual Insurance Company is presented to the jury as the insuror involved in this matter and as such it is not to be legally presented to the jury and the only way to remove same is to strike the replication in toto.

FILED

MAY 18 1962

EUNICE B. BLACKMON CIRCUIT
CLERK

5. The matters presented in the replication do not present a legal answer to the answers as heretofore filed in this matter.

6. The replication contains conclusions of the pleader and such conclusions are so inflammatory that without removing them from the consideration of the jury by striking the same completely the defendants cannot have the facts determined in this matter within the laws and decisions of the State of Alabama.

WHEREFORE, it is respectfully requested that the replication, and each and every count thereof, separately and severally be struck from this case.

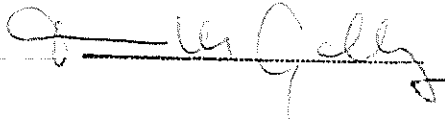
COLLINS, GALLOWAY & MURPHY

By: 

THOMAS M. GALLOWAY
ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 18 day of May, 1972, served a copy of the foregoing pleading on counsel for all parties to this proceeding by mailing the same by United States Mail, properly addressed, and first class postage prepaid.



FILED

MAY 18 1972

EUNICE B. BLACKMON CIRCUIT CLERK

SARAH L. BERTOLLA, : IN THE CIRCUIT COURT OF
Plaintiff,
VS: : BALDWIN COUNTY, ALABAMA
JOHN CHILDRESS AND AARON
CHILDRESS, as Executors
of the Last Will and : AT LAW
Testament of Paul Childress,
Sr., et al,
Defendants. : CASE NO. 10,074

Come now the defendants and demur to the replication as heretofore filed in this matter and to each count thereof separately and severally upon the following separate and several grounds:

1. The same fails to state a defense as to pleas 3 and 4.
2. The same injects Alabama Farm Bureau Insurance Companies, Inc. into the trial of this matter when such company is not a party thereto and the inclusion in the trial would inject prejudice into the case.
3. The same is prolix.
4. The same fails to state that Alabama Farm Bureau Insurance Companies, Inc. was an agent, servant or employee of the defendants acting within the line and scope of their employment.
5. The same fails to set out facts to substantiate that these defendants waived the statute of non-claims.
6. The facts as alleged therein are conclusions of the pleader.
7. The allegations that the failure of plaintiff to file a claim within the time required by law does not substantially affect or injure the rights of the beneficiaries under the will of the deceased is a conclusion of the pleader without facts to substantiate same.
8. The allegations of each count of the replication affirmatively set out that the plaintiff did not present her claim within the time provided by law and is therefore estopped from presenting same in this replication.

9. The same is immaterial.

10. The same is irrelevant.

11. No fact is alleged that the claim as made in this complaint was presented during the six months after the estate was opened and therefore the same is barred.

12. The allegation relative to Alabama Farm Bureau Mutual Insurance Companies, Inc. is irrelevant.

13. The allegations relative to Alabama Farm Bureau Mutual Insurance Companies, Inc. is immaterial.


14. The allegations relative to Alabama Farm Bureau Mutual Insurance Companies, Inc. is illegal.

15. The allegations fail to confess and avoid pleas 3 and 4 of the answer.

16. The allegations fail to deny pleas 3 and 4 of the answer.

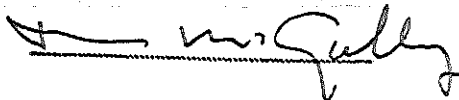
COLLINS, GALLOWAY & MURPHY

By:


THOMAS M. GALLOWAY
ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 23rd
day of June, 1972, served a copy of
the foregoing pleading on counsel for all
parties to this proceeding by mailing the
same by United States Mail, properly ad-
dressed, and first class postage prepaid.



FILED

JUN 26 1972

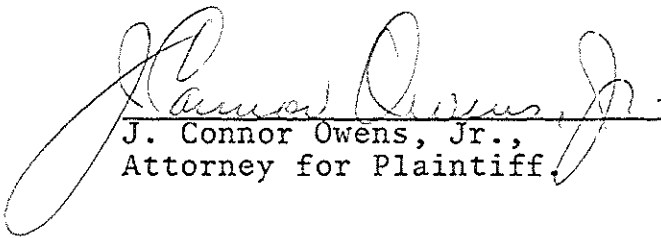
EUNICE B. BLACKMON CIRCUIT
CLERK

SARAH L. BERTOLLA,)	
	)	IN THE CIRCUIT COURT OF
Plaintiff,)	
vs.	)	BALDWIN COUNTY, ALABAMA
JOHN CHILDRESS and AARON)	
CHILDRESS, as Executors	)	AT LAW. NO. 10,074.
of the Last Will and Testament)	
of Paul Childress, Sr.,)	
Defendants.)	

MOTION TO PRODUCE:

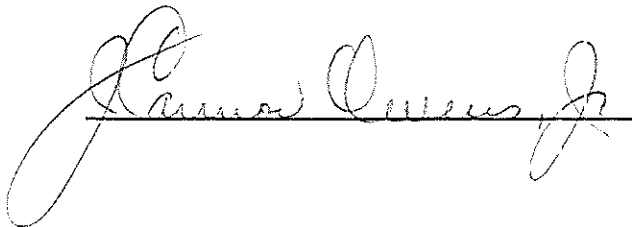
Comes now the Plaintiff in the above styled cause and moves the Court to require the Defendants to produce prior to the trial, and at the trial of the above styled cause, the following documents in their possession, custody or control, or which they have power over, which contain evidence pertinent to the issues in this cause and which are necessary for the trial of said cause, to-wit:

1. The policy of liability insurance issued by Alabama Farm Bureau Insurance Company, in favor of Paul Childress, Sr., in effect on October 18, 1970.


 J. Connor Owens, Jr.,
 Attorney for Plaintiff.

STATE OF ALABAMA)
 (
 BALDWIN COUNTY)

Before me, the undersigned authority, within and for said State and County, personally appeared J. CONNOR OWENS, JR., who first being duly sworn, deposes and says that he is the Attorney for the Plaintiff in the foregoing cause and as such has knowledge of the facts set forth in the foregoing motion; that the document therein described contains evidence pertinent to the issues in this cause and is necessary and material to a proper disposition of this cause.



Sworn to and subscribed before
me this 18th day of September, 1972.

Alice L. Miller
Notary Public, Baldwin County, Alabama.

I, the undersigned Attorney of Record for the Plaintiff in the foregoing cause do hereby certify that I have caused a copy of the foregoing motion to be served on Thomas M. Galloway, the Attorney of Record for the Defendants in said cause, by placing the same in the United States Mail, properly addressed, with postage prepaid, this 18th day of September, 1972.

Robert L. Galloway, Jr.

FILED

SEP 20 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

SARAH L. BERTOLLA,)	
	)	IN THE CIRCUIT COURT OF
Plaintiff,)	
vs.	)	BALDWIN COUNTY, ALABAMA
JOHN CHILDRESS, ET AL.,)	
	)	AT LAW. NO. 10,074.
Defendants.)	

AMENDED REPLICATION:

Now comes the Plaintiff in the above styled cause, and for amended replication to Defendants' Pleas Three and Four, separately and severally, sets forth and assigns the following separately and severally:

1. That at the time of the matters complained of in the complaint filed herein, and at the time of the issuance of Letters Testamentary, the said Paul Childress, Sr., was the named insured in a policy of liability insurance, issued by Alabama Farm Bureau Insurance Companies, Inc., by the terms of which the said Alabama Farm Bureau Insurance Companies, Inc., was bound to defend and pay all sums which said insured shall become legally obligated to pay, not exceeding said policy limits, on account of the use of a motor vehicle causing bodily and property damage; that in accordance with the terms of said policy, by which the said Alabama Farm Bureau Insurance Companies, Inc., had the right to control the defense of said claim, the said Alabama Farm Bureau Insurance Companies, Inc., acting by and through its agent, servant or employee, Robert Anderton, commenced representation of the Defendants in this cause; that the said Robert Anderton, while acting as such agent, servant, or employee, and as the representative of the Defendants herein, made payments upon the claim of the said Plaintiff, against the said Estate for a period of time commencing in November, 1970, until and including the month of July, 1971, and Plaintiff further alleges that her claim was not disputed until about August 22, 1971, and Plaintiff further alleges that said claim against said Estate was filed within six months of the date of said dispute; Plaintiff further alleges that in and by the terms of the Last Will

and Testament of the said Paul Childress, Sr., the Defendants herein had the general authority to pay claims or debts against said Estate; Plaintiff further alleges that the failure to file said claim within the time required by law does not substantially affect or injure the rights of the beneficiaries under said Will; WHEREFORE, Plaintiff alleges that the Defendants herein waived the statute of non-claim.

2. That at the time of the matters complained of in the complaint filed herein, and at the time of issuance of Letters Testamentary to the Defendants herein, the said Paul Childress, Sr., was named as the insured in a policy of liability insurance issued by Alabama Farm Bureau Insurance Companies, Inc., in and by the terms of which the said Alabama Farm Bureau Insurance Companies, Inc., was bound to defend and pay all sums which said insured shall become legally obligated to pay, not exceeding said policy limits, on account of the use of a motor vehicle causing bodily and property damage; that in accordance with the terms of said policy, by which terms the said Alabama Farm Bureau Insurance Companies, Inc., had the right to control the defense of the said claim, the said Alabama Farm Bureau Insurance Companies, Inc., acting by and through its agent, servant or employee, Robert Anderton, commenced representation of the Defendants in this cause; that the said Robert Anderton, while acting as the agent, servant or employee of the said Alabama Farm Bureau Insurance Companies, Inc., and as representative of the Defendants herein, did make payments to the Plaintiff and did represent to the Plaintiff that her claim against the Estate of Paul Childress, Sr., would be paid by Alabama Farm Bureau Insurance Companies, Inc., upon the completion of final determination by the doctors of her disabilities, and the Plaintiff alleges that she relied in good faith upon the representations of the said Robert Anderton, knowing that the said Robert Anderton had the knowledge and experience of an expert and that the employer of the said Robert Anderton, Alabama Farm Bureau Insurance Companies, Inc., was contractually bound to defend said Estate and to pay damages for personal injuries arising from Plaintiff's

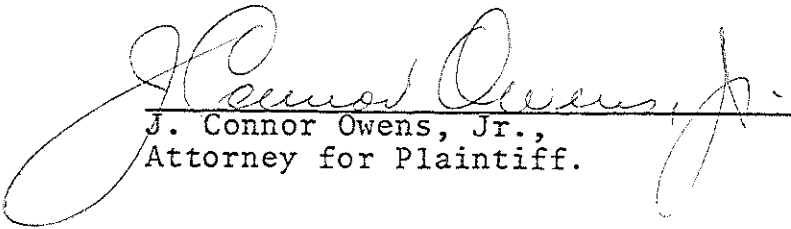
claim and Plaintiff alleges that as a result of the payments made and representations made by the said Robert Anderton, while acting as the agent, servant or employee of the said Alabama Farm Bureau Insurance Companies, Inc., and as the representative of the Defendants herein, she did not file her claim against said Estate until after the time of filing the same had expired by law; Plaintiff further alleges that the failure to file said claim within the time required by law does not substantially affect or injure the rights of the beneficiaries under said Will; hence the Defendants are estopped from asserting the defense of non-claim.

3. That at the time of the matters complained of in the complaint filed herein, and of the issuance of Letters Testamentary to the Defendants herein, that Paul Childress, Sr., was the named insured in the policy of liability insurance issued by Alabama Farm Bureau Insurance Companies, Inc., in and by the terms of which said policy, the said Alabama Farm Bureau Insurance Companies, Inc., was bound to defend and pay all sums which the insured shall become legally obligated to pay, not exceeding said policy limits, on account of the use of a motor vehicle causing bodily and property damage; that subsequent to the matters complained of in the complaint, the Defendants herein called upon the said Alabama Farm Bureau Insurance Companies, Inc., to exercise its contractual responsibility; that in accordance with the terms of the said policy, by which the said Alabama Farm Bureau Insurance Companies, Inc., had the right to control the defense of said claim, the said Alabama Farm Bureau Insurance Companies, Inc., acting by and through its agent, servant or employee, Robert Anderton, commenced representation of the Defendants in this cause; that the said Robert Anderton, while acting as agent, servant or employee of the said Alabama Farm Bureau Insurance Companies, Inc., and as agent of the Defendants herein, made payment upon the claim of the said Plaintiff, who is the daughter of Paul Childress, Sr., and the sister of the Defendants, for a period of time commencing in November, 1970, until and including the month of July, 1971, and Plaintiff further alleges that her claim was not disputed until

about August 22, 1971; Plaintiff further alleges that her claim against the Estate of Paul Childress, Sr., was filed within six months of the date of said dispute; Plaintiff further alleges that in and by the terms of the Last Will and Testament of the said Paul Childress, Sr., that the Defendants had the general authority to pay claims or debts against said Estate; Plaintiff further alleges that the failure to file said claim within the time required by law does not affect or injure the rights of said beneficiaries under said Will; WHEREFORE, Plaintiff alleges that the Defendants waived the statute of non-claim.

4. Plaintiff further alleges that at the time of the matters complained of in the complaint filed herein, and at the time of the issuance of Letters Testamentary to the Defendants herein, that Paul Childress, Sr., was the named insured in the policy of liability insurance issued by Alabama Farm Bureau Insurance Companies, Inc., in and by the terms of which said policy, the said Alabama Farm Bureau Insurance Companies, Inc., was bound to defend and pay all sums which said insured shall become legally obligated to pay, not exceeding the limits of said policy, on account of the use of a motor vehicle causing bodily and property damage; that subsequent to the matters complained of herein the Defendants called upon the said Alabama Farm Bureau Insurance Companies, Inc., to exercise its contractual responsibility; that in accordance with the terms of said policy, by which the said Alabama Farm Bureau Insurance Companies, Inc., had the right to control the defense of said claim, the said Alabama Farm Bureau Insurance Companies, Inc., acting by and through its agent, servant or employee, Robert Anderton, commenced representation of the Defendants in this cause; that the said Robert Anderton, while acting as the agent, servant or employee of the said Alabama Farm Bureau Insurance Companies, Inc., and as agent of the said Defendants herein, did make payments to the Plaintiff, who is the daughter of Paul Childress, Sr., and the sister of the Defendants herein, and did represent to the Plaintiff that her claim against

the Estate of Paul Childress, Sr., would be paid by Alabama Farm Bureau Insurance Companies, Inc., upon the completion of final determination by the doctors of her disabilities and Plaintiff alleges that she relied in good faith upon the representations of the said Robert Anderton, knowing that the said Robert Anderton had the knowledge and experience of an expert and that the employer of Robert Anderton, Alabama Farm Bureau Insurance Companies, Inc., was contractually bound to defend said Estate and to pay damages for personal injuries arising from Plaintiff's claim, and Plaintiff further alleges that as a result of the payments made and the representations made by the said Robert Anderton, while acting as the agent, servant or employee of the said Alabama Farm Bureau Insurance Companies, Inc., and as the agent of the Defendants herein, she did not file her claim against said Estate until after the time for filing said claim had expired by law; Plaintiff further alleges that the failure to file said claim within the time required by law does not effect or injure the rights of the beneficiaries under said Will; hence Defendants are estopped from asserting the defense of non-claim.


J. Connor Owens, Jr.,
Attorney for Plaintiff.

I, the undersigned Attorney of Record for the Plaintiff in the foregoing cause, do hereby certify that I have caused a copy of the foregoing amended replication to be served on Thomas M. Galloway, one of the Attorneys of Record for the Defendants in this cause, by placing the same in the United States Mail, properly addressed, with postage prepaid, this 21 day of September, 1972.


FILED

SEP 21 1972

If the jury find the Plaintiff
to be awarded \$20,000

Joseph F. Blazi
Foreman

Use the jury find for the Pl.
and against the Defendants and

awarded her damages at \$20,000

Joseph F. Blazi
Foreman

Q3113

1/16/46

EVOE

69 PAGE 856

THE CALIFORNIA ARCHIVE

Sarah L. Bertolla,
Plaintiff

vs.

John Childress et al
Defendants

IN THE CIRCUIT
COURT OF BALDWIN
COUNTY, ALABAMA

AT LAW

CASE No 10,074

Answer to Replication #4

Come now the defendants in the above
styled cause and for answer to
the replication as heretofore filed
numbered 4, say as follow:

1. Defendants join issue
2. Not guilty

Collins, Galloway & Murphy

by Robert H. Smith
Robert H. Smith

Filed, January 17, 1973.

Jefair H. Marshall
Judge

I certify that I have served a copy
of this pleading on counsel for the plaintiff
in open court on Jan 17, 1972.

DLH

SARAH L. BERTOLLA, : IN THE CIRCUIT COURT OF
Plaintiff,
VS: : BALDWIN COUNTY, ALABAMA
JOHN CHILDRESS and AARON
CHILDRESS, as Executors
of the Last Will and Testament : AT LAW
of Paul Childress, Sr.,
Defendants. : CASE NO. 10,074

Come now the defendants and demur to the replication as amended in this matter and to each count thereof separately and severally upon the following separate and several grounds:

1. The same fails to state a defense as to pleas 3 and 4.
2. The same injects Alabama Farm Bureau Insurance Companies, Inc. into the trial of this matter when such company is not a party thereto and the inclusion in the trial would inject prejudice into the case.
3. The same is prolix.
4. The same fails to state that Alabama Farm Bureau Insurance Companies, Inc. was an agent, servant or employee of the defendants acting within the line and scope of their employment.
5. The same fails to set out facts to substantiate that these defendants waived the statute of non-claims.
6. The facts as alleged therein are conclusions of the pleader.
7. The allegations that the failure of plaintiff to file a claim within the time required by law does not substantially affect or injure the rights of the beneficiaries under the will of the deceased is a conclusion of the pleader without facts to substantiate same.
8. The allegations of each count of the replication affirmatively set out that the plaintiff did not present her claim within the time provided by law and is therefore estopped from presenting same in this replication.

9. The same is immaterial.

10. The same is irrelevant.

11. No fact is alleged that the claim as made in this complaint was presented during the six months after the estate was opened and therefore the same is barred.

12. The allegation relative to Alabama Farm Bureau Mutual Insurance Companies, Inc. is irrelevant.

13. The allegations relative to Alabama Farm Bureau Mutual Insurance Companies, Inc. is immaterial.

14. The allegations relative to Alabama Farm Bureau Mutual Insurance Companies, Inc., is illegal.

15. The allegations fail to confess and avoid pleas 3 and 4 of the answer.

16. The allegations fail to deny pleas 3 and 4 of the answer.

17. The same fails to set out that Robert Anderton even though an agent, servant or employee of Alabama Farm Bureau Mutual Insurance Companies, was acting as an agent, servant or employee of the defendants within the line and scope of his employment.

18. From aught that appears Alabama Farm Bureau Insurance Companies, Inc. was an independent contractor.

19. The same fails to allege any connection between a policy of insurance issued by Alabama Farm Bureau Insurance Companies, Inc. to Paul Childress, Sr.

20. The allegation that the plaintiff's claim was not disputed is a conclusion of the pleader.

COLLINS, GALLOWAY & MURPHY

By: Thomas M. Galloway
THOMAS M. GALLOWAY
ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 25th day of Sept. 1972, served a copy of the foregoing pleading on counsel for all parties to this proceeding by mail to the same by United States Mail, properly addressed, and first class postage prepaid.

W. G. Galloway

FILED

SEP 26 1972

SARAH L. BERTOLLA,)
Plaintiff,) IN THE CIRCUIT COURT OF
vs.) BALDWIN COUNTY, ALABAMA
JOHN CHILDRESS, ET AL.,)
Defendants.) AT LAW. NO. 10,074.

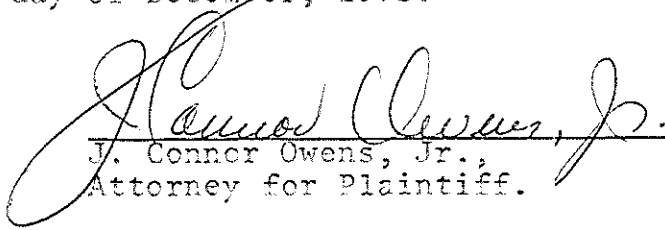
NOTICE OF DEPOSITION:

TO: MR. THOMAS M. GALLOWAY
Attorney at Law
P. O. Box 4492
Mobile, Alabama 36601

You are hereby notified that the Plaintiff, Sarah L. Bertolla, will take the deposition of DR. JOHN E. SEMON at his office located at 1653 Springhill Avenue, Mobile, Alabama, on Tuesday, December 12, 1972, at the hour of 2:00 o'clock P. M., before Mrs. Louise Dusenbury, or before some other officer authorized by law to take depositions.

The deposition is to be taken in accordance with and pursuant to Act No. 375 of the Alabama Legislature of 1955, as amended, and will continue from day to day until the completion of the same, and you are invited to attend and examine the deponent.

DATED this 5th day of December, 1972.


J. Connor Owens, Jr.,
Attorney for Plaintiff.

I, the undersigned, Attorney of Record for the Plaintiff in the foregoing cause, do hereby certify that I have caused a copy of the foregoing notice to be served on Thomas M. Galloway, the Attorney of Record for the Defendants in said cause, by depositing the same in the United States Mail, properly addressed, with postage prepaid, this 5th day of December, 1972.

FILED

DEC 6 1972

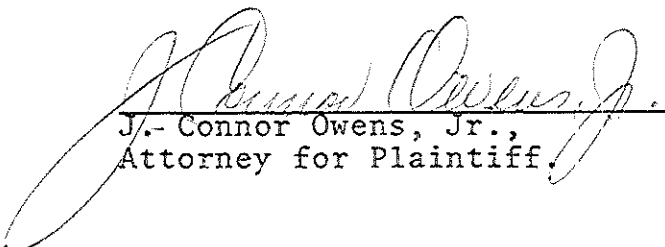
EUNICE B. BLACKMON CIRCUIT
CLERK

SARAH L. BERTOLLA,	)	IN THE CIRCUIT COURT OF
Plaintiff,)	
vs.	)	BALDWIN COUNTY, ALABAMA
JOHN CHILDRESS and AARON)	
CHILDRESS, as Executors of	)	AT LAW. NO. 10,074.
the Last Will and Testament)	
of Paul Childress, Sr.,)	
Defendants.)	

MOTION TO PRODUCE:

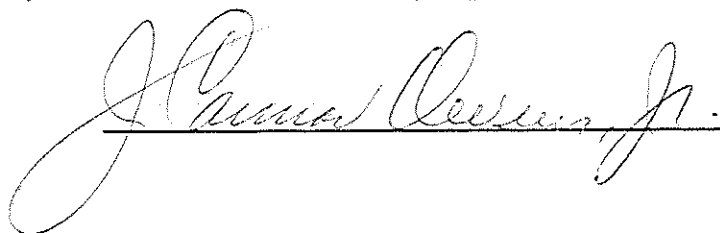
Comes now the Plaintiff in the above styled cause and moves the Court to require the Defendants to produce prior to the trial, and at the trial of the above styled cause, the following documents in their possession, custody or control, or which they have power over, which contain evidence pertinent to the issues in this cause and which are necessary for the trial of said cause, to-wit:

1. The policy of liability insurance issued by Alabama Farm Bureau Insurance Company, in favor of Paul Childress, Sr., in effect on October 18, 1970.


 J. Connor Owens, Jr.,
 Attorney for Plaintiff.

STATE OF ALABAMA)
 (
 BALDWIN COUNTY)

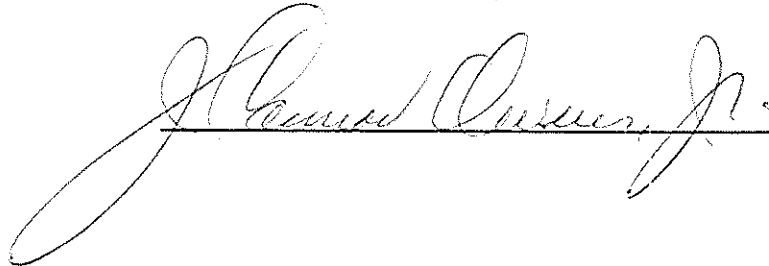
Before me, the undersigned authority, within and for said State and County, personally appeared J. CONNOR OWENS, JR., who first being duly sworn, deposes and says that he is the Attorney for the Plaintiff in the foregoing cause and as such has knowledge of the facts set forth in the foregoing motion; that the document therein described contains evidence pertinent to the issues in this cause and is necessary and material to a proper disposition of this cause.



Sworn to and subscribed before
me this 29th day of December, 1972.

Notary Public, Baldwin County, Ala.

I, the undersigned Attorney of Record for the Plaintiff
in the foregoing cause, do hereby certify that I have caused a
copy of the foregoing motion to be served on Thomas M. Galloway,
the Attorney of Record for the Defendants in this cause, by plac-
ing the same in the United States Mail, properly addressed, with
postage prepaid, this 29th day of December, 1972.



FILED

JAN 2 1973

EUNICE B. BLACKMON CIRCUIT
CLERK

COLLINS, GALLOWAY & MURPHY

ATTORNEYS AT LAW

958 DAUPHIN STREET

MOBILE, ALABAMA 36604

FRED G. COLLINS
THOMAS M. GALLOWAY
M. THOMAS MURPHY (1924-1956)
ROBERT H. SMITH
WILSON M. HAWKINS, JR.

January 3, 1973

P. O. Box 4492
TELEPHONE
432-0568
AREA CODE 205

Mrs. Eunice B. Blackmon, Clerk
Circuit Court
Baldwin County Court House
Bay Minette, Alabama

Re: Sarah L. Bertolla
Vs: John Childress, et al
Case No. 10,074

Dear Mrs. Blackmon:

I enclose answer to motion to produce as filed by plaintiff in this matter. Would you please file the same in this case and note on bottom of this letter, and return, that the same has been filed.

By copy of this letter I am forwarding to Mr. Connor Owens a copy of this answer.

Very truly yours,

COLLINS, GALLOWAY & MURPHY

By: Thomas M. Galloway
Thomas M. Galloway

TMG/fs
Encls:

cc: Hon. ^g Connor Owens

SARAH L. BERTOLLA, : IN THE CIRCUIT COURT OF
Plaintiff, :
VS: BALDWIN COUNTY, ALABAMA
JOHN CHILDRESS and AARON :
CHILDRESS, as Executors of : AT LAW
the Last Will and Testament
of Paul Childress, Sr.,
Defendants. : CASE NO. 10,074

Come now the defendants and move this Honorable Court to deny the "Motion to Produce" as heretofore filed by the plaintiff and as grounds for said motion sets down and assigns the following:

1. The introduction into evidence of a policy of liability insurance in this case, which is a tort action based upon an automobile accident, is illegal under the laws of the State of Alabama.

2. The plaintiff is attempting to require the defendants to produce evidence, which evidence is not legal under the laws of the State of Alabama.

COLLINS, GALLOWAY & MURPHY

By: Thomas M. Galloway
THOMAS M. GALLOWAY
ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 4th day of January, 1973, served a copy of the foregoing pleading on counsel for all parties to this proceeding by mailing the same by United States Mail, properly addressed, and first class postage prepaid.

Thomas M. Galloway

FILED

JAN 4 1973

EUNICE B. BLACKMON CIRCUIT CLERK

SARAH L. BERTOLLA,)	
	)	IN THE CIRCUIT COURT OF
Plaintiff,)	
vs.	)	BALDWIN COUNTY, ALABAMA
JOHN CHILDRESS, ET AL.,)	
	)	AT LAW. NO. 10,074.
Defendants.)	

ORDER:

This cause coming on to be heard upon the demurrer of the Plaintiff to Plea Two of the Defendants' Answer, the same having been submitted to this Court by agreement of the parties, and the same having been considered by the Court, it is, therefore,

ORDERED that said demurrer to Plea Two be, and the same is hereby overruled as to the allegations of said Plea insofar as it pertains to Count One of Plaintiff's complaint as last amended.

It is further ORDERED that said demurrer be sustained to said Plea insofar as the same purports to be a defense to the allegations set forth in Count Two of Plaintiff's complaint as last amended.

DONE at Bay Minette, Alabama, this 17th day of April, 1972.

Debra J. Madlison
Circuit Judge.

FILED

APR 19 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

VOL 69 PAGE 870

VOL 69 PAGE 871

SARAH L. BERTOLLA,	)	IN THE CIRCUIT COURT OF
Plaintiff,	)	BALDWIN COUNTY, ALABAMA
vs.)	
JOHN CHILDRESS, ET AL.,	)	AT LAW. NO. 10,074.
Defendants.)	

ORDER:

This cause coming on to be heard upon Defendants' demurr-
er to the Plaintiff's amended replications and the same having
been considered by the Court, it is, therefore,

ORDERED, ADJUDGED AND DECREED by the Court that the
demurrer be sustained to Plaintiff's replications numbered 1, 2
and 3;

It is further ORDERED, ADJUDGED AND DECREED by the Court
that the Defendants' demurrer to Plaintiff's replication numbered
4 be, and the same is hereby overruled.

DONE this 1st day of November, 1972.

Stephen J. Madaleno
Circuit Judge.

FILED

NOV 9 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

SARAH L. BERTOLLA,	)	IN THE CIRCUIT COURT OF
Plaintiff,)	
vs.	)	BALDWIN COUNTY, ALABAMA
JOHN CHILDRESS and AARON)	
CHILDRESS, as Executors of	)	AT LAW. NO. 10,074.
the Last Will and Testament)	
of Paul Childress, Sr.,)	
Defendants.)	

ORDER:

This cause coming on to be heard on the Motion of the Plaintiff herein to require the Defendants herein to produce at the trial of the above styled cause, that certain policy of liability insurance issued by Alabama Farm Bureau Insurance Company, in favor of Paul Childress, Sr., in effect on October 18, 1970, and the same having been answered by the Defendants in this cause and having been submitted by agreement of the parties, to this Court; and

The same having been considered by the Court, and the Court being of the opinion that the motion to produce should be granted, it is, therefore,

ORDERED by the Court that the Defendants in this cause, be, and they are hereby directed to produce at the trial of said cause on January 17, 1973, that certain policy of liability insurance issued by Alabama Farm Bureau Insurance Company, in favor of Paul Childress, Sr., and in effect on October 18, 1970.

DONE this 10th day of January, 1973.

J. Blair H. Marshall
Circuit Judge of Baldwin County, Alabama.

FILED

JAN 10 1973

EUNICE B. BLACKMON
CIRCUIT CLERK

Zero
copy to
Galloway

J. CONNOR OWENS, JR.
ATTORNEY AT LAW
DAHLBERG BUILDING
P. O. BOX 729
BAY MINETTE, ALABAMA 36507

February 16, 1973

TELEPHONE NO. 937-4661

Mrs. Eunice B. Blackmon, Clerk
Circuit Court of Baldwin County
Bay Minette, Alabama 36507

Subject: Sarah L. Bertolla vs. John Childress, et al.
Case No. 10,074

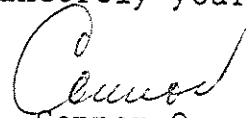
Dear Eunice:

This is with reference to the above styled matter and to advise you that I have received payment of the judgment rendered in this case.

Mr. Galloway advises me that the costs incurred will be paid directly to you through his office.

Thank you for your consideration in this matter.

Sincerely yours,


J. Connor Owens, Jr.

JCO:am

CC: Mr. Thomas M. Galloway
Attorney at Law
P. O. Box 4492
Mobile, Alabama 36601

Satisfied - called
2-19-73