

J. L. HARRISON

PLAINTIFF

VS

LEWIS ANDREW GASTLEY

DEFENDANT

IN THE CIRCUIT COURT OF

BALEWIN COUNTY, ALABAMA,

AT LAW

NO. 2618

ANSWER TO INTERROGATORIES

Comes now the Plaintiff, J. L. Harrison, and files his answers to interrogatories heretofore propounded to him:

1. Yes.

2. Yes.

3. Yes.

4. A. No.

B. Yes.

C. I saw the damage done to both cars; the skid marks made by the tires on my car; the positions of the cars after the accident.

D. The Defendant said he pulled out into the road without thinking; that there was a tree on the left side of the road where he pulled out, that he could not see clearly.

5. A. B. W. Jackson, December 1954; \$900.00; 32,000 miles.

B. \$1100.00.

C. \$525.00

6. A. U-J. Chevrolet Company, Prichard, Alabama.

B. I do not have a copy of the invoice covering repairs made to my vehicle.

7. A. Yes.

B. No. To the best of my knowledge the frame of the car was bent.

8. Employees of U-J Chevrolet Company, Prichard, Alabama.

9. The U-J Chevrolet Company, Prichard, Alabama, allowed me \$575.00 trade-in value for my automobile on a 1955 Chevrolet Bel-Ray 210 Coupe which they sold to me for \$2495.00 less trade in.

J. L. Harrison

STATE OF ALABAMA

BALDWIN COUNTY

Before me, the undersigned authority, personally appeared J.L. Harrison,  
who being first duly and legally sworn, deposes and says: that the answers  
to the above and foregoing interrogatories have been read by me and are true.

J. L. Harrison

Sworn to and subscribed before me on this 11 day of Sept, 1956.

Walter M. Brantley  
Notary Public, Baldwin County, Alabama

4-11-56  
J. L. Harrison  
Walter M. Brantley  
Notary Public  
Baldwin County, Alabama

J. L. HARRISON

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J. L. Harrison

STATE OF ALABAMA

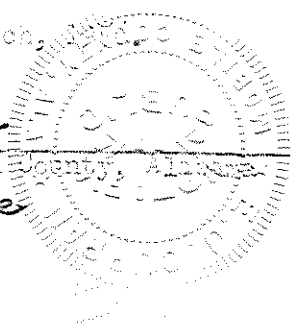
MOBILE COUNTY  
Mobile

Before me, the undersigned authority, personally appeared J.L. Harrison,  
who being first duly and legally sworn, deposes and says: that the answers  
to the above and foregoing interrogatories have been read by me and are true.

J.L. Harrison

Sworn to and subscribed before me on this 30<sup>th</sup> day of March, 1936

E.J. Cuman  
Notary Public, Mobile County, Alabama



J. L. HARRISON,

Plaintiff,

vs.

LEWIS ANDREW GASTLEY,

Defendant.

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IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW.

NO. 2818

Comes now the Defendant in the above entitled cause and propounds the following interrogatories to the Plaintiff:

1. Please state whether at the time of the accident in question Helen Peturis had your 1951 Chevrolet automobile with your permission.

2. Please state whether at the time of the accident in question Helen Peturis had your 1951 Chevrolet automobile with your knowledge.

3. Please state whether at the time of the accident in question Helen Peturis had your 1951 Chevrolet automobile with your consent.

4. a. Please state whether you were an eye witness to the accident in question.

b. Please state whether you visited the scene of the accident immediately after the accident in question.

c. If you answer the above in the affirmative, then please state fully and in detail what you then saw and heard.

d. Please state whether at any time subsequent to the accident in question you have had occasion to discuss the accident with the Defendant, and with regard to how the accident occurred; and if you answer in the affirmative, then please state fully and in detail what was said by and between you and the defendant with regard to the accident, and with regard to how the accident occurred.

5. a. Please state when and from whom you purchased your vehicle, the purchase price, and the approximate mileage on said vehicle at the time of the accident.

b. Please state the reasonable market value of your vehicle immediately prior to the accident.

c. Please state the reasonable market value of your vehicle immediately after the accident.

6. a. Please state the names and addresses of all persons or firms who prepared an estimate or estimates at your request covering the damages sustained to your vehicle as a result of the accident.

b. Please attach hereto a true and correct copy or copies of said estimate or estimates.

c. Please state the names and addresses of the persons or firm who repaired the damages to your vehicle and please attach hereto a true and correct copy of the invoice or invoices covering any and all repairs made to your vehicle as a result of the accident.

7. a. Please state whether or not U-J Chevrolet Company, Inc. prepared an estimate covering damages to your vehicle on or after October 3, 1955.

b. Please state whether or not the aforementioned estimates covered the damages sustained to your vehicle, and if you answer in the negative, then please state in detail wherein said estimates failed to cover the damages to your vehicle.

8. Did you have any person or persons make an appraisal of said vehicle after said accident, and if you answer in the affirmative, then please state fully and in detail the names and addresses of said appraisers, the dates upon which the appraisals were made, and the substance of said appraisal reports.

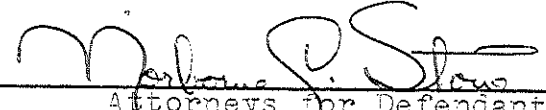
9. Please state whether after the accident in question you received any offer or offers by any persons or firms to enter into a trade or contract with you under the terms of which credit was to be allowed you for the trade-in value of the automobile in question upon another automobile, and if you answer in the affirmative, then please state the names and addresses of any persons or firms offering to enter into such a trade or contract with you, and please state fully and in detail the terms and substances of said offers.

LYONS, PIPES & COOK

and

CHASON & STONE

BY:

  
Attorneys for Defendant

STATE OF ALABAMA

BALDWIN COUNTY

Personally appeared before me, the undersigned authority, Norborne C. Stone, who being by me first duly sworn deposes and says that he is one of the attorneys of record for the Defendant in the above entitled cause, and that the answers to the above and foregoing interrogatories, if well and truly made, will be material evidence for the Defendant on a trial of this cause.

  
Norborne C. Stone

Subscribed and sworn to before me  
this the 28<sup>TH</sup> day of February,  
1956.

  
Notary Public, Baldwin County, Ala.

I, I called M Brantley, one of the  
attorneys for the Plaintiff in this  
Cause hereby accept service of the  
of subpoena, interrogatories.

I called M Brantley,  
Dated this the 28th day of Feb. 1956

J. L. HARRISON,

Plaintiff,

vs.

LEWIS ANDREW GASTLEY,

Defendant.

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IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW.

NO. 2818

PLEAS

Comes now the Defendant in the above styled cause, by his attorneys, and for answer to the Complaint heretofore filed against him pleads, separately and severally, the following:

1. Not guilty.

2. For further answer to the Complaint the Defendant alleges that at the time and place alleged therein the Plaintiff's automobile was then and there being operated by Helen A. Peturis, the agent, servant or employee of the Plaintiff, who was then and there acting within the line and scope of her employment as such, who was herself guilty of negligence which proximately contributed to the damages complained of in that she, acting as aforesaid, so negligently operated the automobile of the Plaintiff as to cause or allow the same to run into, upon or against the automobile of the Defendant, which said negligence of the agent, servant or employee of the Plaintiff while acting within the line and scope of her employment as such proximately contributed to the damages complained of in the Complaint, hence the Plaintiff should not recover.

3. For further answer to the Complaint the Defendant alleges that at the time of the commencement of this suit the Plaintiff was indebted to the Defendant in the sum of Five Hundred and No/100 Dollars (\$500.00) as damages for that on, heretofore to-wit: the third day of October, 1955, the Plaintiff, acting by and through his agent, servant or employee, Helen A. Peturis, who was then and there acting within the line and scope of her employment as such, so negligently operated a motor vehicle on an unnamed public road in Baldwin County, Alabama, at a point approximately three miled Northwest of the City Limits of Silverhill in said County and State as to cause or allow the same to run into, upon or against the automobile of the



Defendant, and as a proximate consequence of and result of the negligence of the agent, servant or employee of the Plaintiff, aforesaid, the automobile of the Defendant was greatly damaged in this: the left door was bent and broken, the running boards were broken, the gas tank was broken, the frame was damaged, the back panel of the cab was bent and broken, the left fender was bent and smashed, the left rear wheel was broken and the motor vehicle had to be painted and otherwise repaired, all to the damage of the Defendant, and which amount the Defendant now claims of the Plaintiff and all of which the Defendant offers to set off against the claim of the Plaintiff and asks judgment for the excess.

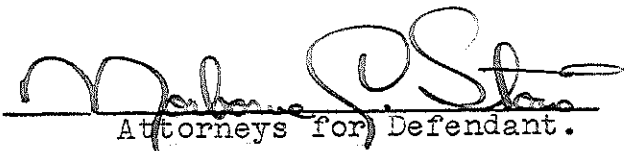
Respectfully submitted,

LYONS, PIPES & COOK

AND

CHASON & STONE

By:

  
Attorneys for Defendant.

STATE OF ALABAMA  
BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon LEWIS ANDREW GASTLEY to appear within thirty days from the service of this writ in the Circuit Court, to be held for said county at the place of holding the same, then and there to answer the complaint of J. L. HARRISON.

WITNESS my hand this 5 day of January, 1956,.

Alice J. Hush  
Clerk

J. L. HARRISON

PLAINTIFF

VS

LEWIS ANDREW GASTLEY

DEFENDANT

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA,

AT LAW

1.

The Plaintiff claims of the Defendant the sum of FIVE HUNDRED (\$500.00) DOLLARS, as damages for that heretofore on to-wit, November 3, 1955, the Plaintiff's automobile was being operated on a dirt road running from Silverhill to Belforest, a public road in Baldwin County, Alabama, at a point in Baldwin County, Alabama, approximately three miles northwest of Silverhill and near the Clifford Creamer's home; at a point where it had a right to be and the Defendant then and there so negligently operated a motor vehicle as to cause it to run into, upon or against the automobile of the Plaintiff and as a proximate consequence and result thereof the Plaintiff's automobile was damaged: the body of the vehicle was bent and scratched; the left side of the car was crushed in and bent; the front of the car was crushed; and other parts of the Plaintiff's automobile were broken, bent, mashed, or otherwise damaged and injured, all to the loss of the Plaintiff as aforesaid. The Plaintiff alleges that the damages to his automobile were proximately caused by the negligence of the Defendant, in that he negligently caused, allowed or permitted said automobile to run upon, or against the automobile of the Plaintiff and as proximate consequence thereof the Plaintiff's automobile was damaged and injured as aforesaid.

Winters & Brantley

William M. Brantley  
Attorneys for the Plaintiff

The Plaintiff demands a trial by jury.

Wilters & Brantley

By: William M Brantley  
Attorneys for the Plaintiff