

2949

STATE OF ALABAMA  
BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summons WEST BROTHERS MOTOR EXPRESS COMPANY, A CORPORATION, to appear within thirty days from the service of this writ in the Circuit Court to be held for said County at the place of holding the same, then and there to answer the complaint of RAYMOND EARL MADARIS, a minor, suing by next friend and mother, Ruby Madaris.

WITNESS my hand this 13 day of June, 1956.

*Wiley J. Brantley*  
Clerk

RAYMOND EARL MADARIS, a minor  
suing by next friend and mother,  
Ruby Madaris,  
PLAINTIFF  
VS  
WEST BROTHERS MOTOR  
EXPRESS COMPANY, A  
CORPORATION,  
DEFENDANT

COMPLAINT  
IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA,  
AT LAW

PLAINTIFF

VS

DEFENDANT

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA,  
AT LAW

FILED

JUN 13 1956

WILEY J. BRANTLEY, CLERK

The Plaintiff claims of the Defendant the sum of TWO HUNDRED (\$200.00) DOLLARS as damages for that heretofore on, to-wit; the 23rd day of January, 1956, the Plaintiff was lawfully riding in an automobile being driven by another along a public highway, in Baldwin County, Alabama, at a place where he had a right to be to-wit, U. S. Highway No. 31, and in the town of Stapleton and that then and there the servant, agent or employee of the Defendant, West Brothers Motor Express Company, a corporation, while acting within the line and scope of his employment as such, negligently did run the vehicle he was driving into the automobile in which the Plaintiff was riding and as a direct, proximate, consequence and result of said negligence the Plaintiff was injured: he was shocked and bruised; his arm was broken; he was caused to suffer great physical pain and anguish, all to the loss of the Plaintiff in the aforesaid amount.

Wiltens & Brantley

BY:

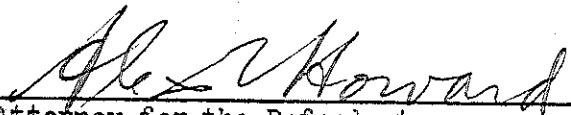
*J. Albert M. Brantley*  
Attorneys for the Plaintiff

RAYMOND EARL MADARIS, A Minor etc., \*  
\*  
Plaintiff \*  
\*  
Vs. \*  
\*  
WEST BROTHERS MOTOR EXPRESS COMPANY, \*  
INC., A Corporation, \*  
\*  
Defendant. \*

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

No. At Law 2949

Comes the defendant and for answer to the complaint  
says that it is not guilty of the matters and things therein alleged.

  
Attorney for the Defendant.

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WITNESS my hand this 13 day of June, 1956.

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RAYMOND EARL MADARIS, a minor  
suing by next friend and mother,  
Ruby Madaris,

PLAINTIFF

VS

WEST BROTHERS MOTOR  
EXPRESS COMPANY, A  
CORPORATION,

DEFENDANT

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA,

AT LAW

The Plaintiff claims of the Defendant the sum of TWO HUNDRED (\$200.00) DOLLARS as damages for that heretofore on, to-wit; the 23rd day of January, 1956, the Plaintiff was lawfully riding in an automobile being driven by another along a public highway, in Baldwin County, Alabama, at a place where he had a right to be to-wit, U. S. Highway No. 31, and in the town of Stapleton and that then and there the servant, agent or employee of the Defendant, West Brothers Motor Express Company, a corporation, while acting within the line and scope of his employment as such, negligently did run the vehicle he was driving into the automobile in which the Plaintiff was riding and as a direct, proximate, consequence and result of said negligence the Plaintiff was injured: he was shocked and bruised; his arm was broken; he was caused to suffer great physical pain and anguish, all to the loss of the Plaintiff in the aforesaid amount.

Winters & Brantley

BY: Albert M. Brantley  
Attorneys for the Plaintiff

STATE OF ALABAMA


BALDWIN COUNTY

Before me, Norborne C. Stone, Jr., a Notary Public in and for said County in said State personally appeared Bunyon W. Harmon, who, after being by me first duly and legally sworn did depose and say under oath as follows:

That Joe V. Wilson is justly indebted to the said Bunyon W. Harmon, the affiant, in the sum of Five Hundred Dollars (\$500.00), which said amount is justly due, and that the said Joe V. Wilson is a non-resident of the State of Alabama, residing out of the State of Alabama in West Bay, Florida; and that this attachment is not sued out for the purpose of vexing or harassing the said defendant, Joe V. Wilson.

  
Bunyon W. Harmon

Sworn to and subscribed before me  
on this the 16th day of June, 1956.

  
Notary Public, Baldwin County, Ala.

ALEX T. HOWARD  
LAWYER  
315 VAN ANTWERP BUILDING  
MOBILE, ALABAMA

May 25, 1956

FILED  
JUN 29 1956  
ALICE J. DUCK, Clerk

Walters & Brantley  
Bay Minette, Alabama

Dear Mr. Brantley:

Raymond Earl Madaris, a Minor  
vs. West Brothers Motor Express  
Attention: Mr. Tolbert M. Brantley

Mr. James C. Harrill, claim agent for New Amsterdam Casualty Company, has requested me to handle with you the matter of obtaining a court approved settlement of the above entitled suit. In order to do this, I do not believe it will be necessary for me to come to Bay Minette.

May I suggest that you file a suit in behalf of the above minor by Mrs. Ruby Madaris, as his mother and next friend, against West Brothers Motor Express Company for \$200.00, and on filing the same, send me a copy of the complaint and I will immediately file a plea of the general issue and return it to you. I feel sure that, as we have agreed to pay this \$200.00, the boy and his mother could attend court with you and show their agreement to the proceeding.

On entering the judgment, I would send you a draft payable to your order for the amount of the judgment and I will send a draft also to Alice J. Duck, Clerk of the Court, for the amount of the court costs, upon receipt of her bill. Sometimes the Clerks of the Courts, on receipt of a draft, will put it in the bank for collection and not pay out the money until notified that the draft has been paid. If it would help you in any way to get this matter handled promptly, I would personally guarantee the payment of these drafts. When she receipts the cost bill, I would appreciate it if you would have her to note thereon that the judgment has been paid, and has been satisfied on the record.

With best wishes.

Yours very truly,

*Alex T. Howard*

Alex T. Howard