

JOHNNIE PHILLIPS,  
Plaintiff

vs.

FREIDA G. MAISEL,  
Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN LAW. NO. 3039

AGREED STATEMENT OF FACTS

Now comes the plaintiff and the defendant, by their respective attorneys of record, in the above styled cause and agree that the following is a true and correct statement of facts in said case;

That on or about the 22nd day of February, 1956, the truck of the plaintiff, a 1956 GMC 1 ton truck, was being operated by one Marvin A. Ard on U. S. Highway #90 at a point approximately 3.7 miles east of the City Limits of Robertsedale, Alabama, in Baldwin County, Alabama, in a westerly direction.

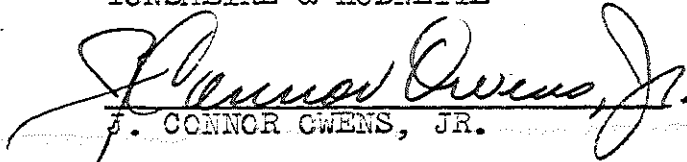
That at the same time and at the same place, the defendant Freida G. Maisel was operating a 1956 Chevrolet Sedan in an easterly direction. That the said Freida G. Maisel was overtaking and passing another vehicle, which was being operated by an unknown party. That in so overtaking and passing, the said defendant drove to the north side of the road. That when the said Freida G. Maisel passed said vehicle, the said Marvin A. Ard drove the plaintiff's vehicle to the south side of the road, at said time and place, where the same was struck instantly by a fourth vehicle.

As a result of the said accident, the vehicle of the plaintiff was damaged in that the right frame had to be replaced, the right side of the cab was bent, cargo rails were bent, hood was knocked out of line, right side tires were burst, right front and right rear springs were broken, the lights were broken, the paint was damaged, and motor supports damaged, and the transmission and clutch assembly were damaged.

That the California Insurance Company was the collision carrier upon the truck of the plaintiff, Johnnie Phillips. And, in accordance with the terms of the said collision policy, paid for the repairs for the said truck less the \$50.00 deductible provided for in said policy. That said repairs amounted to \$1352.08. That in consideration of the payment by the said California Company of \$1302.08, the said Johnnie Phillips, by the subrogation agreements, copies of which are attached to this Statement and made a part hereof as if the same had been specifically written herein, assigned all of his rights of recovery arising from said collision to his insurance carrier, the California Insurance Company, and further authorized suit by the said California Insurance Company in his name. That the said California Insurance Company, by and under the authority contained in said agreements, and under the policy issued to the said Johnnie Phillips, elected to bring this suit in the name

of the said Johnnie Phillips, and the said California Insurance Company is the real party in interest in this cause, represented by their attorneys, Tonsmeire & Hodnette, Mobile, Alabama, and J. Connor Owens, Jr., Bay Minette, Alabama.

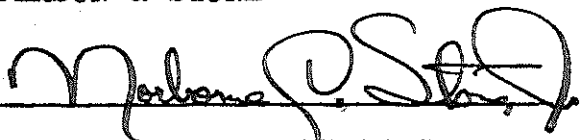
TONSMEIRE & HODNETTE

  
J. CONNOR OWENS, JR.

ATTORNEYS FOR PLAINTIFF

LYONS, PIPES & COOK

CHASON & STONE

BY   
ATTORNEYS FOR DEFENDANT

# LOAN RECEIPT

GAB 10-A

DATED \_\_\_\_\_ 19\_\_

RECEIVED FROM THE \_\_\_\_\_ (HEREINAFTER REFERRED TO AS "COMPANY")

THE SUM OF \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)

AS A LOAN, WITHOUT INTEREST, REPAYABLE ONLY IN THE EVENT AND TO THE EXTENT OF ANY NET RECOVERY THE UNDERSIGNED MAY MAKE FROM ANY PERSON, PERSONS, CORPORATION OR CORPORATIONS, OR OTHER PARTIES, CAUSING OR LIABLE FOR THE LOSS OR DAMAGE TO THE PROPERTY DESCRIBED BELOW, OR FROM ANY INSURANCE EFFECTED ON SUCH PROPERTY, AND AS SECURITY FOR SUCH REPAYMENT THE UNDERSIGNED HEREBY PLEDGES TO THE SAID "COMPANY" ALL HIS, ITS OR THEIR CLAIM OR CLAIMS AGAINST SAID PERSON, PERSONS, CORPORATION OR CORPORATIONS OR OTHER PARTIES, OR FROM ANY INSURANCE CARRIER OR CARRIERS, AND ANY RECOVERY THEREON, AND HEREBY DELIVERS TO SAID "COMPANY" ALL DOCUMENTS NECESSARY TO SHOW HIS, ITS OR THEIR INTEREST IN SAID PROPERTY.

THE UNDERSIGNED COVENANTS THAT NO SETTLEMENT HAS BEEN MADE BY THE UNDERSIGNED WITH ANY PERSON, PERSONS, CORPORATION OR CORPORATIONS, OR OTHER PARTIES AGAINST WHOM A CLAIM MAY LIE, AND NO RELEASE HAS BEEN GIVEN TO ANYONE RESPONSIBLE FOR SUCH LOSS AND THAT NO SUCH SETTLEMENT WILL BE MADE, NOR RELEASE GIVEN WITHOUT THE WRITTEN CONSENT OF THE SAID COMPANY; AND THE UNDERSIGNED COVENANTS AND AGREES TO COOPERATE FULLY WITH THE SAID COMPANY, TO PROMPTLY PRESENT CLAIM AND, IF NECESSARY, TO COMMENCE, ENTER INTO AND PROSECUTE SUIT AGAINST SUCH PERSON OR PERSONS, CORPORATION OR CORPORATIONS, OR OTHER PARTIES, THROUGH WHOSE NEGLIGENCE OR OTHER FAULT THE AFORESAID LOSS WAS CAUSED, OR WHO MAY OTHERWISE BE RESPONSIBLE THEREFOR, WITH ALL DUE DILIGENCE, IN HIS, ITS OR THEIR OWN NAME.

IN FURTHER CONSIDERATION OF SAID ADVANCE THE UNDERSIGNED HEREBY GUARANTEE(S) THAT HE, IT OR THEY ARE THE OWNER(S) OF SAID PROPERTY AND ENTITLED TO RECOVER UPON SAID CLAIM FOR LOSS OR DAMAGE THERETO, AND HEREBY APPOINT(S) THE MANAGERS AND/OR AGENTS OF THE SAID "COMPANY" AND THEIR SUCCESSORS SEVERALLY, HIS, ITS OR THEIR AGENT(S) AND ATTORNEY(S) IN FACT, WITH IRREVOCABLE POWER, TO COLLECT ANY SUCH CLAIM OR CLAIMS, AND TO BEGIN, PROSECUTE, COMPROMISE OR WITHDRAW IN HIS, ITS OR THEIR NAME, BUT AT THE EXPENSE OF THE SAID "COMPANY," ANY AND ALL LEGAL PROCEEDINGS THAT THE SAID "COMPANY" MAY DEEM NECESSARY TO ENFORCE SUCH CLAIM OR CLAIMS, AND TO EXECUTE IN THE NAME OF THE UNDERSIGNED, ANY DOCUMENTS THAT MAY BE NECESSARY TO CARRY THE SAME INTO EFFECT FOR THE PURPOSES OF THIS AGREEMENT.

ANY LEGAL PROCEEDINGS ARE TO BE UNDER THE EXCLUSIVE DIRECTION AND CONTROL OF SAID "COMPANY."

THE PROPERTY HERINABOVE SET FORTH IS AS FOLLOWS:

IN WITNESS WHEREOF \_\_\_\_\_

HAS AFFIXED \_\_\_\_\_ HAND AND SEAL (OR THE \_\_\_\_\_ NAME OF CORPORATION) HAS CAUSED THIS INSTRUMENT TO BE SIGNED BY ITS DULY AUTHORIZED OFFICER AND THE SEAL OF THE CORPORATION AFFIXED THERETO)

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_

WITNESS:

(L. S.)

BY \_\_\_\_\_ OFFICER

## FOR INDIVIDUALS

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_

BEFORE ME CAME \_\_\_\_\_  
TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN,  
AND WHO EXECUTED, THE FOREGOING INSTRUMENT, AND

ACKNOWLEDGED THAT \_\_\_\_\_ EXECUTED THE SAME.

## FOR CORPORATIONS

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_

BEFORE ME CAME \_\_\_\_\_  
TO ME KNOWN, WHO, BEING BY ME DULY SWORN, DID  
DEPOSE AND SAY THAT HE RESIDES IN \_\_\_\_\_:  
THAT HE IS THE \_\_\_\_\_ OF

\_\_\_\_\_ THE CORPORATION  
DESCRIBED IN, AND WHICH EXECUTED, THE FOREGOING  
INSTRUMENT; THAT HE KNOWS THE SEAL OF SAID COR-  
PORATION; THAT THE SEAL AFFIXED TO SAID INSTRUMENT  
IS SUCH CORPORATE SEAL; THAT IT WAS SO AFFIXED BY  
ORDER OF THE BOARD OF DIRECTORS OF SAID CORPORA-  
TION; AND THAT HE SIGNED HIS NAME THERETO BY  
LIKE ORDER.

# LOAN RECEIPT

DATED \_\_\_\_\_ 19\_\_

RECEIVED FROM THE \_\_\_\_\_ (HEREINAFTER REFERRED TO AS "COMPANY")

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THE PROPERTY HEREINABOVE SET FORTH IS AS FOLLOWS:

IN WITNESS WHEREOF \_\_\_\_\_

HAS AFFIXED \_\_\_\_\_ HAND AND SEAL (OR THE \_\_\_\_\_ NAME OF CORPORATION HAS CAUSED THIS INSTRUMENT TO BE SIGNED BY ITS DULY AUTHORIZED OFFICER AND THE SEAL OF THE CORPORATION AFFIXED THERETO) THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_

WITNESS: \_\_\_\_\_ (L. S.)

## FOR INDIVIDUALS

STATE OF \_\_\_\_\_

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DESCRIBED IN, AND WHICH EXECUTED, THE FOREGOING  
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PORATION; THAT THE SEAL AFFIXED TO SAID INSTRUMENT  
IS SUCH CORPORATE SEAL; THAT IT WAS SO AFFIXED BY  
ORDER OF THE BOARD OF DIRECTORS OF SAID CORPORA-  
TION; AND THAT HE SIGNED HIS NAME THERETO BY  
LIKE ORDER.

JOHNNIE PHILLIPS,

Plaintiff

vs.

FREIDA G. MAISEL,

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN LAW. NO. 3039

Now comes the defendant, by her attorneys in said cause, and files the following answer to the complaint in said cause:

1. She denies the allegations of said complaint.

LYONS, PIPES, & COOK

CHASON & STONE

BY

  
Attorneys for Defendant

JOHNNIE PHILLIPS,

Plaintiff

vs.

FREIDA G. MAISEL,

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN LAW NO. 3039

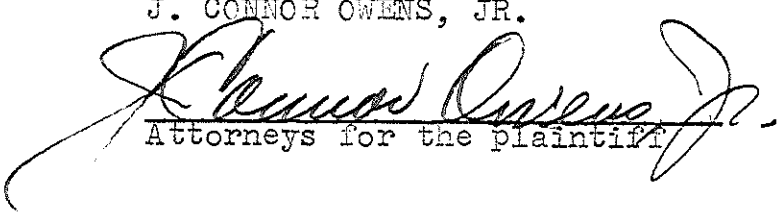
Now comes the plaintiff and amends his amended complaint so that the same shall read as follows:

The plaintiff claims of the defendant the sum of One Thousand Three hundred and fifty-two and 08/100 (\$1,352.08) Dollars as damages for that heretofore and on, to-wit: the 22nd day of February, 1956, on U. S. Highway #90 at a point thereon, to-wit: 3.7 miles east of the City Limits of Robertsedale, Alabama, which said highway at said point is a public highway in Baldwin County, Alabama, the plaintiff's motor vehicle was being operated in a westerly direction on said highway. At the same time and at the same place, the defendant, Freida G. Maisel, was operating a 1956 Chevrolet Sedan in an easterly direction and was overtaking and passing a third vehicle; that said overtaking and passing was upon a hill where the said defendant's view along the highway was restricted within a distance of 500 feet; that the north side of the highway, upon which the defendant was driving, was not free of oncoming traffic; that the said driver of the motor vehicle of the plaintiff was forced to drive onto the north shoulder of the highway and that the defendant instantly drove the 1956 Chevrolet upon the north shoulder of the said highway, and the motor vehicle of the plaintiff was forced off the road on the south side of the highway where the same was struck instantly by a fourth vehicle. As a direct and proximate consequence of the negligence of the defendant aforesaid, the motor vehicle of the plaintiff, a 1956 GMC 1-ton pickup, was badly broken, torn and damaged in this that among other things, the right frame of said vehicle had to be replaced, the right side of the cab was

bent, the cargo rails were bent, hood was knocked out of line, right wheels were bent and right tires were burst, right front and right rear springs were broken, the lights were broken, the paint was damaged, and motor supports were damaged, the transmission and clutch assembly were damaged, and that further plaintiff used said vehicle in his business and lost the use of the said vehicle for a period of to-wit: three weeks. Hence this suit.

TONSMEIRE & HODNETTE

J. CONNOR OWENS, JR.

  
Attorneys for the plaintiff

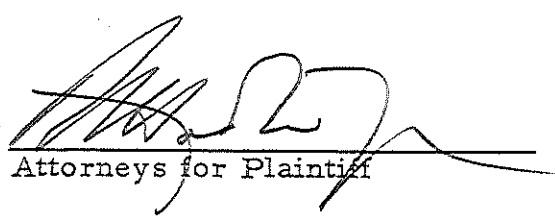
JOHNNIE PHILLIPS	)	IN THE CIRCUIT COURT
Plaintiff	)	OF BALDWIN COUNTY,
VS	)	ALABAMA
FREDA G. MAISEL	)	AT LAW
Defendant	)	NO. 3039

#### AMENDMENT TO COMPLAINT

Comes now the plaintiff in the above styled cause and amends his complaint heretofore filed as follows:

1. By amending the caption of the said complaint by changing the name of the defendant from "Freda G. Maisel" to "Freida G. Maisel".
2. By changing the spelling of the first name of the defendant from "Freda" to "Freida" wherever the same appears in same complaint.

TONSMEIRE & HODNETTE

By   
Attorneys for Plaintiff



JOHNNIE PHILLIPS,	I	IN THE CIRCUIT COURT OF
Plaintiff,	I	BALDWIN COUNTY, ALABAMA
vs.	I	AT LAW
FREIDA G. MAISEL,	I	NO. 3039
Defendant.	I	

DEMURRER:

Comes now the Debendant, by her attorneys, and demurs to the complaint heretofore filed against her and assigns the following separate and several grounds in support thereof:

1. The Complaint fails to state a cause of action.
2. The allegations of the complaint fail to allege a duty owing from the Defendant to the Plaintiff and a breach thereof.
3. The complaint fails to allege that the Defendant caused the Plaintiff to drive his motor vehicle into, upon or against another automobile.
4. The facts alleged in the complaint do not constitute negligence as a matter of law.
5. For aught that appears from the complaint the Defendant was not guilty of any negligence which proximately contributed to the alleged damages of the Plaintiff.
6. The complaint fails to allege with sufficient particularity the location of the alleged third automobile involved in said collision with the Plaintiff's automobile.
7. It affirmatively appears from the complaint that the accident complained of occurred in the South land of said highway.
8. The allegations of the complaint fail to allege a duty owing from the Defendant to the Plaintiff and a breach thereof which proximately contributed to the alleged damages of the Plaintiff.
9. For aught that appears from the complaint the automobile of the Plaintiff collided with the automobile of the Defendant in the South land of U. S. Highway 90 at the time and place complained of.
10. The complaint fails to allege in what the alleged damages of the Plaintiff consist.

11. The complaint fails to allege with sufficient particularity how the motor vehicle of the Plaintiff was bent and damaged.

12. For aught that appears from the complaint the Plaintiff's motor vehicle was not used in his business.

13. The complaint seeks to recover damages not authorized by law.

14. The allegations of the complaint are conclusions of the pleader and no facts are alleged to support such conclusions.

Respectfully submitted,

LYONS, PIPES & COOK  
and  
CHASON & STONE

By:

  
Attorneys for Defendant

JOHNNIE PHILLIPS,  
Plaintiff,  
vs.  
FREIDA G. MAISEL,  
Defendant.

\*\*\*\*\*

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW NO. 3039

\*\*\*\*\*

DEMURRER

\*\*\*\*\*

FILED  
DEC 6 1956  
ALICE J. DUCK, Clerk

LAW OFFICES  
CHASON & STONE  
BAY MINETTE, ALABAMA

JOHNNIE PHILLIPS,  
Plaintiff,  
vs.  
FREIDA G. MAISEL,  
Defendant.

I  
I IN THE CIRCUIT COURT OF  
I BALDWIN COUNTY, ALABAMA  
I AT LAW NO. 3039  
I  
I

ORDER TO SUBPOENA WITNESS

TO ALICE J. DUCK AS CLERK OF THE CIRCUIT COURT OF BALDWIN COUNTY,  
ALABAMA, AT LAW.

Comes now the Defendant in the above styled cause, by her attorneys, notice having been given to the adverse party as required by law of the Taking of the Deposition Upon Oral Examination of Marvin A. Ard, whose address is Silver Hill, Alabama, at the office of Louise Dusenbury in the court house in Bay Minette, Baldwin County, Alabama, on December 21, 1956, at 2:00 P. M., and hereby files her order for the said Marvin A. Ard to be subpoenaed by the Clerk of the court in which the above styled cause is now pending.

Dated this 6<sup>th</sup> day of December, 1956.

LYONS, PIPES & COOK

and

CHASON & STONE

By:

  
Attorneys for Defendant

FILED

DEC 6 1956

ALICE J. DUCK, Clerk

JOHNNIE PHILLIPS,  
Plaintiff,

vs.

FREIDA G. MAISEL,  
Defendant.

\*\*\*\*\*

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW NO. 3039

\*\*\*\*\*

ORDER TO SUBPOENA WITNESS

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LAW OFFICES  
**CHASON & STONE**  
BAY MINETTE, ALABAMA

JOHNNIE PHILLIPS

Plaintiff,

vs.

FREDA G. MAISEL,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 3039

PLEA OF MISNOMER

Comes now Freida G. Maisel, by her attorneys, and appearing specially for the purpose of filing this plea and for no other different object or purpose, respectfully shows unto this Court as follows:

That on October 15, 1956, she was served by the Sheriff of Mobile County, Alabama with a copy of a Summons and Complaint in that certain cause filed in the Circuit Court of Baldwin County, Alabama, on September 24, 1956 and docketed as case number 3039, styled "JOHNNIE PHILLIPS, Plaintiff, vs. FREDA G. MAISEL, Defendant". That her name is Freida G. Maisel and that she is not known now, nor has she ever been known as "Freda G. Maisel".

LYONS, PIPES &amp; COOK

and

CHASON &amp; STONE

By: [Signature]  
Attorneys for Freida G. Maisel

STATE OF ALABAMA

Mobile

BALDWIN COUNTY

Before me, Lessie Louise Lyons, a Notary Public, in and for said County in said State, personally appeared Freida G. Maisel, who is known to me and who, after being by me first duly and legally sworn, did depose and say under oath as follows:

That her name is Freida G. Maisel and that the facts alleged in the foregoing plea are true and correct.

Freida G. Maisel  
Freida G. Maisel

Sworn to and subscribed before me  
this the 31st day of October, 1956.

Lessie Louise Lyons  
Notary Public, Mobile County, Alabama.

3039

**FILED**

NOV 6 1956

ALICE J. DUCK, Clerk

LAW OFFICES

**CHASON & STONE**

BAY MINETTE, ALABAMA

JOHNNIE PHILLIPS,  
Plaintiff,

vs.

FREIDA G. MAISEL,  
Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN LAW NO. 3039

NOTICE OF FILING OF DEPOSITION


TO: HON. J. C. OWENS, ONE OF THE ATTORNEYS OF RECORD FOR THE PLAINTIFF, BAY MINETTE, ALABAMA.

You will please take notice that the deposition of Marvin Ard, taken upon oral examination on December 21st, 1956, before Louise Dusenbury was filed with the Clerk of the Circuit Court of Baldwin County, Alabama, on March 8, 1957.

Done this 30<sup>th</sup> day of March, 1957.

CHASON & STONE

By:

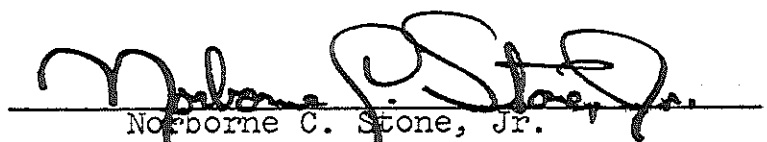


STATE OF ALABAMA

BALDWIN COUNTY

I, Norborne C. Stone, Jr., one of the solicitors of record for the Defendant in the above styled cause, do hereby certify that I have this day mailed a copy of the foregoing notice to Hon. J. C. Owens, postage prepaid and properly addressed to him at Bay Minette, Alabama.

Done this 30<sup>th</sup> day of March, 1957.

  
Norborne C. Stone, Jr.



Johnnie Phillips

vs.

Freida Maisel

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IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW                      NO 3039

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NOTICE OF FILING OF  
DEPOSITION OF MARVIN ARD

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**FILED**  
APR 1 1957  
ALICE J. DUCK, Clerk

LAW OFFICES  
**CHASON & STONE**  
BAY MINETTE, ALABAMA

NOTICE OF TAKING DEPOSITION UPON ORAL EXAMINATION

Please take notice that the deposition of Marvin A. Ard, whose address is Silver Hill, Alabama, will be taken upon oral examination on Friday, December 21, 1956, at 2:00 P. M., before Louise Dusenbury, a Notary Public in and for the State of Alabama At Large, who is hereby designated as the officer before whom such deposition shall be taken, at her office in the Court House in Bay Minette, Baldwin County, Alabama.

CHAS ON & STONE

I, Norborne C. Stone, Jr., one of the attorneys of record for the Defendant in the above styled cause do hereby certify that I have this day mailed a copy of the foregoing Notice of Taking Deposition Upon Oral Examination to Hon. Robert Hodnette, one of the attorneys of record for the Plaintiff, postage prepaid and properly addressed to him at his office in the First National Bank Building Annex, Mobile, Alabama.

Norborne C. Stone, Jr.

JOHNNIE PHILLIPS,  
Plaintiff,

vs.

FREIDA G. MAISEL,  
Defendant,

\*\*\*\*\*

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW                      NO. 3039

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NOTICE OF TAKING DEPOSITION  
UPON ORAL EXAMINATION

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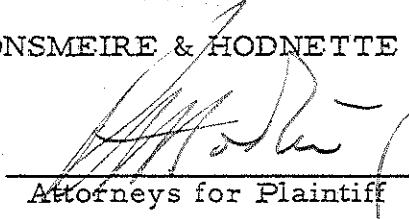
FILED  
DEC. 6 1956  
ALICE J. DUCK, Clerk

LAW OFFICES  
**CHASON & STONE**  
BAY MINETTE, ALABAMA

JOHNNIE PHILLIPS	)	IN THE CIRCUIT COURT
Plaintiff	)	OF BALDWIN COUNTY,
VS	)	ALABAMA
FREDA G. MAISEL	)	AT LAW
Defendant	)	NO. 3039

The plaintiff claims of the defendant the sum of One Thousand Five Hundred and No/100 Dollars (\$1,500.00) as damages for that heretofore and on, to-wit, the 22nd day of February, 1956, the defendant so negligently operated a motor vehicle eastwardly on U. S. Highway 90 at a point thereon, to-wit, 3.7 miles east of the city limits of Robertsedale, Alabama, which said highway at said point is a public highway in Baldwin County, Alabama, as to cause or allow the same to come over onto the left side of the highway directly into the path of the motor vehicle of the plaintiff which was then and there being driven westwardly on said highway and on the right hand side of the center line thereof so that the driver of the plaintiff's automobile, in an effort to avoid a collision with the motor vehicle being driven by the defendant, swerved the same and was caused to drive the plaintiff's said motor vehicle into, upon or against or in collision with another automobile which was then and there being driven in an eastwardly direction on said highway and as a direct and proximate result of the defendant's negligence as aforesaid, the plaintiff's motor vehicle was badly bent and damaged and he lost the use thereof for a long period of time; hence this suit.

TONSMEIRE & HODNETTE

By   
Attorneys for Plaintiff

Defendant's Address:

311 Thornhill Court  
Mobile, Alabama

JOHNNIE PHILLIPS,  
Plaintiff

vs.

FREIDA G. MAISEL  
Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN LAW NO. 3039

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## SUMMONS AND COMPLAINT

CIRCUIT COURT, BALDWIN COUNTY

THE STATE OF ALABAMA,

BALDWIN COUNTY

No. 3039

Sept. TERM, 19 56

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon

FREDA G. MAISEL

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

FREDA G. MAISEL, Defendant .....

by JOHNIE PHILLIPS, Plaintiff.....

Witness my hand this 24 day of Sept. 19 56

Alice J. Duck, Clerk

cab was bent, cargo rails were bent, hood was knocked out of line, right wheels were bent and right tires were burst, right front and right rear springs were broken, the lights were broken, the paint was damaged, and motor supports were damaged; the transmission and clutch assembly were damaged; that further the plaintiff used said motor vehicle in his business and lost the use of the said vehicle for a period of to-wit - Three (3) weeks. Hence this suit.

TONSMEIRE & HODNETTE

J. CONNOR OWENS, JR.

*J. Connor Owens, Jr.*  
Attorneys for the plaintiff

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