

3610

LAW OFFICES  
**E. G. RICKARBY**  
BANK BUILDING  
FAIRHOPE, ALABAMA

P. O. BOX 71

October 2, 1958

CERTIFIED MAIL

Mrs. Alice Duck  
Clerk of the Circuit Court  
Bay Minette, Alabama

Dear Mrs. Duck:

Inre: Mrs. Mabel E. Hutto  
Vs: Mrs. Hazel Gavin  
Our File: 4560

In accordance with Sec. 474, Par. 14, Tit. 7, of the Code of Alabama, I am herewith sending you by "Certified Mail", the deposition of Mrs. Mabel E. Hutto, Plaintiff in the above styled cause, together with my bill for services and which I ask that you include as part of the costs in this cause (so it won't be overlooked), and have same filed.

Yours very truly,

*Lillie K. Stephens*

EGR/TS  
Encl.

P. S.

I hereby certify that a copy of this letter, showing my actions, has been this day handed by me to both E. G. Rickarby, Esquire, Attorney for the Defendant, and John V. Duck, Esquire, Attorney for the Plaintiff.

Done this the 2nd day of October, 1958.

*Lillie K. Stephens*  
Commissioner.

TELEPHONE WA 8-9836

LAW OFFICES  
**E. G. RICKARBY**  
BANK BUILDING  
FAIRHOPE, ALABAMA

P. O. BOX 71

October 1, 1958

TO WHOM IT MAY CONCERN:

Re: Transcription of Mabel E. Hutto Testimony  
by Tillie K. Stephens.

Approximately, seven hours spent..... \$14.00

TELEPHONE WA 8-9836

LAW OFFICES  
E. G. RICKARBY  
BANK BUILDING  
FAIRHOPE, ALABAMA  
September 13, 1958

P. O. BOX 71

Mrs. Alice Duck  
Clerk of the Circuit Court  
Bay Minette, Alabama

Dear Mrs. Duck:

Inre: Hutto vs. Gavin  
Our File: 4560

Enclosed find pleas in case of Hutto versus  
Gavin, with service accepted by Plaintiff.

Yours very truly,



EGR/sl

cc: Mr. Thomas F. Parker

JOHN V. DUCK

ATTORNEY AT LAW

FAIRHOPE, ALA.

November 19th, 1958

Mrs. Alice J. Duck  
Clerk of Circuit Court  
Bay Minette, Alabama

IN RE: HUTTO  
-VS-  
GAVIN  
YOUR NO. 3640

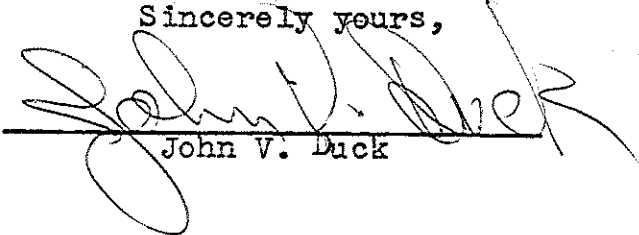
Dear Mrs. Duck:

The above styled cause has been settled between parties.

Please dismiss with this notation and bill the cost to the Defendant.

Mr. Rickarby has included on the bottom of this letter his consent to be billed with the cost.

Sincerely yours,

  
John V. Duck

JVD:oq  
Copy:  
E. G. Rickarby

Dear Mrs. Duck:

You have my consent to bill ~~me~~ <sup>Defendant</sup> as attorney for defendant, the costs in the above styled cause.

Yours very truly,

  
E. G. Rickarby

Attorney for the  
Plaintiff

Please write me case is dismissed


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

# BILL OF COMPLAINT

COUNT ONE:

Plaintiff claims of the Defendant, the sum of TWENTY-FIVE THOUSAND (\$25,000.00) DOLLARS, as damages, for that, heretofore and on, to-wit, the 28th day of July, 1958, at Five thirty P.M., the Plaintiff was riding as a fare paid passenger in an automobile being operated and under the control of the Defendant on highway numbered U.S. 90 at a point thereon directly across from the Sea Ranch Restaurant on the Mobile Causeway, said highway being then and there a public highway in Baldwin County, Alabama, and at said time and place, the Defendant, Mrs. Hazel Gavin, was traveling in an eastwardly direction and the said Defendant, so negligently operated said motor vehicle, in which the said Plaintiff was a fare paid passenger, on said highway so as to cause the said automobile to run upon or against or into the center boulevard along the inside of the four lane highway and to collide with the said inside boulevard and as a proximate result of the said negligence of the Defendant, Mrs. Hazel Gavin, the Plaintiff suffered injuries in that her arms, legs and other parts of her body, were bruised, she suffered shock, her nervous system was injured, and she was made otherwise sick, lame and sore and was confined to bed for a period of time and was and will continue in the future to be disabled, she suffered and will in the future continue to suffer great physical pain and mental anguish and she was permanently injured. Plaintiff further avers that at the time Plaintiff became injured as a direct and proximate result of the negligence of the Defendant, and as a direct result of the injuries so received, Plaintiff was incapacitated and prevented from following her occupation for a period of time, and she will continue to be incapacitated and prevented from following her occupation, and as a result thereof Plaintiff suffered a loss of

earnings, to her further damage from the said negligent act of the Defendant. Wherefore this suit.

  
Attorney for Plaintiff

---

MABEL E. HUTTO,

Plaintiff

VS

HAZEL GAVIN,

Defendant

---

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW. NO 3648

---

BILL OF COMPLAINT

DAMAGES

**FILED**  
**AUG 13 1950**

ALICE J. DUCK, Clerk

FROM THE LAW OFFICES OF  
**JOHN V. DUCK**  
FAIRHOPE, ALABAMA

SUMMONS AND COMPLAINT

Moore Ptg. Co.

The State of Alabama, }

Baldwin County.

Circuit Court, Baldwin County

No. \_\_\_\_\_

\_\_\_\_\_ TERM, 19\_\_\_\_

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon MRS. HAZEL GAVIN

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 \_\_\_\_\_

Mrs. Hazel Gavin

\_\_\_\_\_, Defendant

by \_\_\_\_\_

MRS. MABEL E. HUTTO

\_\_\_\_\_, Plaintiff

Witness my hand this \_\_\_\_\_

13

day of \_\_\_\_\_

Aug 1958

E. M. Hutto

Aug 13, 1958

W. J. Dyer

Clerk



MRS. MABEL E. HUTTO,

Plaintiff,

-VS-

MRS. HAZEL GAVIN,

Defendant.

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

P L E A S

Comes the Defendant in the above styled cause and offers the following pleas to the Plaintiff's complaint, consisting of one count:

ONE. The Defendant, for answer to the complaint, saith she is not guilty of the matters alleged therein.

TWO. The Defendant says that at the time of the acts complained of, the Plaintiff was being transported as a guest, without payment therefor, in the motor vehicle operated by the Defendant.

E. G. RICKARBY,  
Attorney for Defendant.

Service Accepted 9-13-58

Filed Sept 14, 1958

John P. Dick  
Attorney for Plaintiff

MRS. MABEL E. HUTTO,

Plaintiff,

-VS-

MRS. HAZEL GAVIN,

Defendant.

I

I

I

I

I

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW.

C E R T I F I C A T E

I, TILLIE K. STEPHENS, hereby certify that on the 30th day of September, 1958, MRS. MABEL E. HUTTO appeared before me and on examination by E. G. Rickarby, Attorney for the Defendant, and cross-examination by John V. Duck, Attorney for Mrs. Hutto, under stipulation of the parties made by said attorneys, and hereto attached, her testimony was reduced to writing by me, signed and sworn to by her and is hereto attached; and that a copy of this testimony has been by me delivered to John V. Duck, Attorney for the Plaintiff, and E. G. Rickarby, Attorney for the Defendant, and that the enclosed testimony is a true record of the testimony given by the witness.

Done this the 2nd day of October, 1958.

  
COMMISSIONER

MRS. MABEL E. HUTTO  
Plaintiff

-VS-

MRS. HAZEL GAVIN  
Defendant

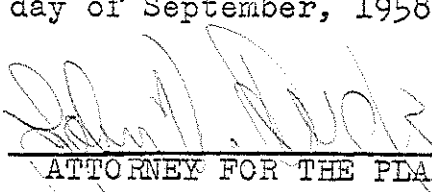
IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW


S T I P U L A T I O N

It is agreed and stipulated between the Plaintiff and Defendant that the testimony of the Plaintiff is to be taken in the office of E. G. Rickarby, before Mrs. Tillie K. Stephens, a Notary Public, Tuesday, September 30, 1958, under Section 474, et seq. of Title 7, of the 1940 Code of Alabama as amended.

And the parties, by their respective Attorneys, waive notice of the hearing, subpoena of the witness, and consent to Mrs. Tillie K. Stephens, the employee of Mr. E. G. Rickarby, as commissioner, to take the testimony and waive the witness signing the testimony.

Done this the 30th day of September, 1958.

  
\_\_\_\_\_  
ATTORNEY FOR THE PLAINTIFF

  
\_\_\_\_\_  
ATTORNEY FOR THE DEFENDANT

T E S T I M O N Y

Testimony of Mrs. MABEL E. HUTTO, on direct examination by  
E. G. RICKARBY, the attorney for the defendant.

- Q. What is your name and address?
- A. Mabel E. Hutto, 559 Bellangee Street, Fairhope, Alabama.
- Q. Are you bringing this suit against Hazel Gavin?
- A. Yes, Sir.
- Q. You state in your complaint that you were a "fare paid" passenger. What fare did you pay?
- A. One dollar per day, fifty cents a ride.
- Q. When did you pay your fare for this trip?
- A. Usually, each morning I would give her a dollar bill.
- Q. Did you give her a dollar bill the morning of the accident?
- A. Yes, Sir.
- Q. When did you give her this dollar?
- A. In the car, before we got through the tunnel.
- Q. Who saw you give her this dollar?
- A. No one, there was no one there but her.
- Q. Was Mrs. Garrett in the car with you at the time of the accident?
- A. Yes, Sir.
- Q. Will you explain, or rather tell, how you happened to be riding with Mrs. Gavin that day?
- A. It was customary, and on this day she phoned me and told me that she was ready to leave. We met at her car and proceeded.
- Q. When did she pick up Mrs. Garrett?
- A. When I got to the car they were not there, but they came in a few minutes.
- Q. When you say, "they came", who do you mean came?
- A. Mrs. Gavin and Mrs. Garrett.
- Q. Did you drive over to Mobile with Mrs. <sup>Gavin</sup>~~Garrett~~ that morning?
- A. I rode with her that morning.
- Q. Was that the time you paid her the dollar?
- A. Yes, Sir.
- Q. Was Mrs. Garrett in the car when you paid her the dollar?

Re: Testimony of Mrs. Mabel E. Hutto,  
Cont'd direct examination by E. G. Rickarby:

A. No.

Q. Did Mrs. Garrett pay a fare to Mrs. Gavin?

A. She paid twenty-five cents as we went through the tunnel.

Q. In other words, you paid a dollar a day for transportation and Mrs. Garrett paid twenty-five cents for the trip because that was the only time Mrs. Garrett ever rode. Did you see Mrs. Garrett pay the twenty-five cents?

A. Yes, Sir.

Q. Did you customarily ride with Mrs. Gavin?

A. Yes.

Q. How long had you been regularly riding with Mrs. Gavin?

A. I do not know exactly, but I would say about six weeks.

Q. On the trip of the accident, at what time did you leave Mobile?

A. We must have gone through the tunnel at just about five o'clock.

Q. Did you regard Mrs. Gavin as a good driver?

A. Well, she was as good as the average woman driver.

Q. Just before the accident, how fast was Mrs. Gavin driving?

A. She speeded up just before the accident to go around the other car, and it seemed to me, pretty fast--and, it was not the way I would have done it.

Q. Prior to passing this car, would you say she was driving fifty miles an hour, or, would you say she was poking along?

A. The traffic had slowed a little before she started to go around.

Q. Then, she was not going fifty miles an hour before the accident?

A. I would say that when she tried to go around that car, definitely, she was going fifty miles an hour.

Q. Isn't it a fact, that you told Mr. Traber on July 30th, when he interviewed you that, "I was sitting in the right of the front seat. I had ridden with Mrs. Gavin a few times before and I always felt that she was a good driver."

(Note: At this time Mr. Duck requested that the records show that the statements referred to had not been brought into the record, either by pleadings or otherwise.)

A. When Mr. Traber interviewed me on July 30th, 1958,

I was in pain and do not exactly remember, but if it is in the statement, I assume that Mr. Traber asked me that question, and took down my answer to it.

Q. At that time, did you feel that Mrs. Gavin was a good driver?

A. I thought that she was, generally, a good driver, but I think that she might have avoided the accident by not trying to speed up and go around those cars.

Q. Was she violating the speed laws when she was trying to pass those cars?

A. We have established that she was going about fifty miles per hour, and I think that the speed law on the causeway is fifty miles an hour.

Q. Were you not following a car, which was following a dump truck?

A. There has been some talk about a dump truck, but I cannot swear to what kind of vehicle it was as I was not looking.

Q. When Mrs. Gavin started to pass this car, what happened?

A. The first thing I know, she was going fast and she honked her horn, and the next thing I knew, we were going upside down.

Q. Did you not tell Mr. Traber when he was interviewing you on July, 30th, that "she was going to pass the truck and car as we were just poking along. She honked her horn and pulled into the left lane. The car we were passing started to pull into our lane."

A. I think that is what I said.

Q. Is not that correct?

A. I believe that is correct as near as I can remember.

Q. Isn't it a fact, that you told Mr. Traber that Mrs. Gavin held her hand on the horn and pulled to the left?

A. I do not remember saying that she held her hand on the horn.

Q. Did the car that Mrs. Gavin was trying to pass cut into her lane?

A. It did cut in a little--enough that it seemed to frighten Mrs. Gavin because, no doubt, she thought that that car was going to go completely around the other car ahead, and as you said, a "dump truck", and in doing that, if he did that, he would cut in front of her and she was going pretty fast and I do not believe that she even tried to put on the brakes, but instead, she quickly turned the wheel to the left, and it hit the posts in the neutral ground, and then we turned over two and one-half times.

Re: Testimony of Mrs. Mabel E. Hutto,  
Cont'd - direct examination by E. G. Rickarby:

- Q. In other words, Mrs. Hutto, the negligence you charge Mrs. Gavin with was turning to the left when she was trying to pass a car that turned out in front of her.
- A. You insinuated in your question that she might have just turned a little to the left, but she turned so quickly and so fast to the left, that ran into the neutral ground, and there were posts there (how many I do not know), but that there were posts which she struck and started us spinning over.
- Q. In other words, your testimony is that when the car in front of Mrs. Gavin pulled out, she did not have to turn to avoid it.
- A. Yes, Sir. I think that she could have put on her brakes and stayed in the lane in which she was.
- Q. Are you suing Mrs. Gavin for wilfully injuring you?
- A. I am sure she did not intend to cause this accident.
- Q. Are suing Mrs. Gavin for wantonly injuring you?

(Note: At this point the examination was stopped and the definition of "wanton" was looked up and explained to the witness.)

- A. I still say that it could be called "reckless" because she lost control of the car; probably, due to instant fear, but I do not think she did it intentionally--she was not conscious she was going to do such a thing.
- Q. Do you know the amount of the claim for which you are suing?
- A. Yes, Sir.
- Q. It is Twenty-Five Thousand Dollars (\$25,000.00), is it not?
- A. Yes, Sir.
- Q. The elements, or the factors, which go in to make up this sum of Twenty-Five Thousand Dollars (\$25,000.00) are first, loss of time from your employment. Is that correct?
- A. Yes, Sir.
- Q. How much time did you lose from your employment--from what day to what day?
- A. The accident happened on the 28th of July, 1958, which was a Monday evening, and I was off the rest of that week, all the next week and three days of the next week. I lost, beginning with the 29th of July and I went back to work on the 14th of August, which was a Thursday, and I did not do much work and I left at 3:00 P. M. to come home, and I went back the next day but still

could not do much work. In other words, I lost two weeks and two days from my employment.

Q. Did you draw a salary for the time you were off?

A. Yes, I drew a salary, but I am entitled to so much sick leave and if I would have to take that at some other time, I would not be entitled to pay if I used up my sick leave.

Q. How much sick leave were you entitled to receive on the day of the accident?

A. My bank does not set any specific time. It is handled individually according to the merits of the case.

Q. With whom could we verify this statement as to loss of time at the bank?

A. The Personnel Director at the Merchants National Bank, whose name is Mr. Dawson and you could get his name by phoning there.

Q. Was another element of your damages the loss of your husband's time?

A. Yes.

Q. How much time did your husband lose by reason of your accident?

A. I do not think he was able to take care of his business any time during the accident--he was in and out.

Q. Do you mean that while you lost your two weeks and two days from your accident, your husband did not attend his duties at his job?

A. For three days he did not go to work at all and on the other days, he did not work full time.

Q. Did he lose wages because he was unable to attend to his work?

A. My husband did not lose wages but he forfeited his sick leave and vacation.

Q. Is it correct, that only for three days, while you were sick your husband was unable to spend any time over at his place of employment?

A. That is correct.

Q. And on the other times he went to his business but did not spend the whole day there?

A. That is correct.

Q. Did you ask Mr. Duck to make any claim for loss of extra work?

A. Yes, Sir.

Q. What extra work did you lose?

A. I do appraisal work for an officer of our bank outside of bank hours, and we were in the middle



Re: Testimony of Mrs. Hutto,  
Cont'd - direct examination by E. G. Rickarby:

of three or four very important appraisals that had to be delayed and caused much inconvenience to all people concerned.

Q. Have you made your compensation for making those appraisals?

A. Only a part of them.

Q. How much compensation have you lost?

A. That is hard to state because if I had been well, I would have been able to take on several more appraisals which had to go to someone else because of my illness, and sometimes I make as much as a hundred dollars a day on those appraisals.

Q. Can you tell us how much you lost in appraisal fees by not being there to tend to your appraisals?

A. No, because I don't know how much I lost. I don't know how many jobs I had lost. I don't know whether that job would be twenty-five dollars (\$25.00) or one hundred dollars (\$100.00) but I lost a considerable amount of that business.

Q. How long have you had your present position with the Merchants National Bank of Mobile?

A. A little over four and one-half years.

Q. In the year, 1957, how much did you make in appraisals?

A. We made very little in 1957. Mr. George Hass at the bank just received his degree as a professional appraiser, designated as an M.A.I, meaning, Member of American Institute of Real Estate Appraisers.

Q. Do you know that you lost one, two, three or how many appraisals by reason of your being absent from the office?

A. I would have no way of knowing.

Q. During, or rather between the 1st and the 28th of July, how much did you make on appraisals?

A. I would have to get my records to see how many I closed during that month, but I think I can safely say, I made Two Hundred and Fifty Dollars (\$250.00) on appraisals.

Q. Did I understand you to say that you were paid sometimes at the rate of One Hundred Dollars (\$100.00) for one day's work on appraisals?

A. Yes, that is unusual but that has happened.

Q. When you say One Hundred Dollars (\$100.00) a day for work done, was that work done one day after your regular office hours?

A. That work was done on Saturday and in the evening, but when I made the One Hundred Dollars (\$100.00) for a day's work, that was work done on Saturday.

Mrs.  
Re: Testimony of/Mabel E. Hutto,  
Cont'd - direct examination by E. G. Rickarby:

- Q. Did you not claim as another element of your damages the fact that you had to hire a maid while you were sick?
- A. Yes, Sir.
- Q. How long did you have to keep this maid?
- A. I kept her that two weeks and two days, full time, seven o'clock to six.
- Q. What did you pay her?
- A. I paid her Six Dollars (\$6.00) a day, approximately. I think I gave her a little extra, but that is near enough.
- Q. Did you claim for loss of clothing?
- A. Yes.
- Q. What clothing was lost as a result of the accident?
- A. A dress had blood on it and a thread pulled in it, making it impossible to wear, out, and a pair of hose.
- Q. When did you buy this dress?
- A. I had just bought that dress a few weeks before, in Pensacola.
- Q. How much did you pay for it?
- A. I paid Twenty-Five Dollars (\$25.00).
- Q. How many times had you worn it before this accident?
- A. I had worn it two or three times at the office and it had not been cleaned yet.
- Q. After the car over-turned, how did you get home?
- A. A friend and neighbor came along and took me home.
- Q. Who was this friend?
- A. Mr. Bill Brantley.
- Q. When Mr. Brantley came up to get you to take you home did he ask you how you were feeling? What did he tell you?
- A. Mr. Brantley came by and helped to hold me up and another man whom I do not know was holding me. Mr. Brantley said, "Were you in that car? You must be hurt badley!" And something to that effect.
- Q. What was your answer?
- A. I said, "I cannot stand on my legs--it seems that they are pulled loose. And my chest hurts, and my right hand hurts and my left wrist hurts and my ankles hurt--and, could you take me home?" And he said that he certainly would.

Re: Testimony of Mrs. Mabel E. Hutto,  
Cont'd - direct examination by E. G. Rickaby.

Q. Answer this question, "Did he take you home, or, did he take you to the hospital?"

A. He took me home.

Q. When he took you home, did your husband ask you whether you were hurt?

A. Yes.

Q. What did you tell him?

A. Substantially, the same thing. Mr. Brantley explained what the car looked like and the way it happened.

Q. Did you go to the hospital then, or, did some other people come over to the house before you saw a doctor?

A. No, I did not go to the doctor immediately.

Q. When did you go to the doctor?

A. In about two days, to get X-rayed.

Q. To what doctor did you go?

A. Doctor H. C. Mullins, an M. D. here in Fairhope.

Q. Did Doctor Mullins treat your injuries?

A. No, Sir.

Q. Did Doctor Mullins make a charge for services rendered you by reason of this accident?

A. Yes, Sir.

Q. What services did he render you arising out of this accident?

A. He made three or four examinations and those X-rays.

Q. What was the purpose of those examinations and those X-rays?

A. I was trying to establish if there were any broken bones. For insurance purposes I knew that there would have to be a medical examination.

Q. Were there any broken bones?

A. The doctor said there were none.

Q. Did Doctor Mullins render any other services to you than a check for broken bones?

A. An examination, three or four times, plus the X-rays.

Q. What injuries did these examinations disclose?

A. My attorney has a copy of the doctor's report and will furnish you a copy of it.

Re: Testimony of Mrs. Mabel E. Hutto,  
Cont'd - direct examination by E. G. Rickarby:

- Q. Did Doctor Mullins give you anything to relieve your pain or suffering?
- A. No, he did not. I asked him not to treat me in any way at all. I just wanted the examination and the X-ray, and this is what he did.
- Q. Was his charge of Thirty-five Dollars (\$35.00) a fair and reasonable charge for the services rendered?
- A. Yes.
- Q. Are you making a claim for Three Hundred Dollars (\$300.00) for a Christian Scientist Practitioner?
- A. No, we are withdrawing that element of damage/.
- Q. Have you any medical report, or any concrete evidence of any permanent injury from this accident?
- A. No, but I can just tell you how I feel.
- Q. Rephrasing the question-- Do you have any medical report showing any permanent injury?
- A. No.
- Q. Do you have any concrete evidence showing any permanent injury?
- A. Yes.
- Q. What is that evidence?
- A. My little finger and my ring finger on my right hand are a little stiff, and this is a handicap in writing, and my left wrist is quite painful at times.
- Q. Did you ask Doctor Mullins to X-ray your fingers and your wrist?
- A. Yes, and he did.
- Q. Do his X-rays show any broken bones?
- A. No, they do not.
- Q. Mrs. Hutto, did you ever have any chronic trouble with your hands prior to this accident?
- A. No, I have not--not to handicap me in any way.
- Q. Is it not a fact that you are not able to cut stencils in your work?
- A. I just do not have a heavy touch on the typewriter, and it takes a very heavy touch to cut stencils and I just never have done that. One reason is that I do not like to and I do not do it if I can help it.
- Q. Isn't it a fact, that you told Mrs. Gavin that because of your hands you were not able to cut stencils in your work?
- A. That is true. My hands do not have a heavy touch.

Re: Testimony of Mrs. Mabel E. Hutto,  
Cont'd - direct examination by E. G. Rickarby:

- Q. Do you use a typewriter now?
- A. Yes.
- Q. Have your wages been reduced because of the infirmity of your hands?
- A. Not in my bank.
- Q. Have they been reduced any place else? That is, because of the infirmity of your hands?
- A. I have not been doing so much appraisal work because I needed to protect my hands.
- Q. Are you seriously contending for the Twenty-five Thousand Dollars (\$25,000.00) at this time?
- A. Yes, indeed I am. I have suffered terribly.
- Q. Was it necessary for you to procure any pain killer to ease your pain from this accident?
- A. In Christian Scientist treatment we do not use any medicine.
- Q. Please give me a list of the permanent injuries you sustained as a result of this accident.
- A. I have injuries now from which I am suffering and I am unable to determine whether they are permanent or not at this time.
- Q. Has the condition of your hand gotten any better in the last month?
- A. I cannot see much improvement in it in the last month. There was improvement in the first month.
- Q. Will you give me a copy of your medical report showing a doctor's report on your injuries?
- A. I will have my attorney do this.

(Cross-examination by re-examination by John Duck, Esquire, Attorney for the Plaintiff):

- Q. On the date of the accident, when did you pay Mrs. Gavin your fare for the ride?
- A. In the morning, when we went to work.
- Q. Prior to this time, did you and Mrs. Gavin have a discussion of the amount to be paid, and when it was to be paid?
- A. Yes.
- Q. What arrangements did you and Mrs. Gavin have about your riding with her?
- A. It was just agreed that since her expenses of driving were pretty heavy, I would just give her a dollar a day, or fifty cents a ride.

Re: Testimony of Mrs. Mabel E. Hutto,  
Cont'd - Cross-examination by John Duck, Esq.

Q. By fifty cents a ride, you mean from your home in Fairhope to your job in Mobile, or, from Mobile to your home in Fairhope?

A. Yes, Sir.

Q. Did she pick you up at your home?

A. Yes, practically all the times. There could have been one or two times when I went over to her house and got in her car.

Q. But you did have a definite understanding concerning your rides with her?

A. Yes.

Q. Were there ever any times when you offered to pay and she refused to accept your money?

A. No, she took the money at any time that I had it. There were possibly one or two times that I did not have the change and I either made it up the next day, or, a couple or three times as I recall, she would say, "That's all right, you have paid so much", so I think possibly two or three times I did not pay.

Q. Mrs. Hutto, you stated on direct examination that you did appraisal work for the bank.

A. No.

Q. Is George Hass the only one you did appraisal work for?

A. I did work for Tennent L. Griffin, the former Probate Judge in Mobile. I did appraisal work for him--not much, but several times.

Q. Did you have any appraisal work pending at the time of the accident?

A. Definitely, yes. Four important ones.

Q. Were you relieved of your job of appraising because of this accident, or, were the appraisals delayed?

A. They were delayed and I eventually completed them.

Q. Are you doing any appraisal work now?

A. I have nothing pending now.

Q. Is it because of no appraisal work to be done?

A. No.

Q. Why aren't you doing appraisal work at this time?

A. Well, I think that Mr. Hass knows that my hands are not very strong and he hates to put anything heavy onto me.

- Q. Mrs. Hutto, you stated on direct examination that you did not cut stencils even prior to your accident. Was this caused by any chronic illness or infirmity of your hands?
- A. No, we do not do much stencil work; maybe just one every six months, and I cut one of those one time and it was kind of dim, and the other girl in the office does that now because she has a heavy touch and I have a light touch.
- Q. Mrs. Hutto, would you please tell from what you could see or feel, what your injuries consisted of on the day after your accident, including any bruises, lacerations, contusions, etc.
- A. I was in so much pain, there wasn't a speck of my body that did not hurt.
- Q. Where was your body bruised?
- A. On the right arm I had a very bad bruise. From the elbow to the shoulder, it was about coffee color and turning purple and black. I was on my hands and knees and the two other women were on my back where they had fallen, and I sprained my left wrist and my little and ring finger on my right hand, and one knuckle in my little finger is still swollen.
- Q. Were there any chest injuries?
- A. Yes.
- Q. To what extent?
- A. I hurt from my shoulder down to, and under my breast and all through my chest and ribs.
- Q. Did the doctor state why you were suffering pain in your chest?
- A. I understood the doctor to say that he thought all the tissue that lines my ribs was bruised and could have been torn, which would not show in the X-rays.
- Q. Mrs. Hutto, are you still suffering pain from the injuries received in this accident?
- A. Yes.
- Q. Is your work affected by this pain?
- A. Yes, to a certain extent.
- Q. Do you have trouble writing as the result of this accident? By writing, I mean both writing and typing?
- A. Definitely.
- Q. In your direct testimony you stated that there was a statement signed by you. Would you give the conditions and circumstances under which this statement was made?
- A. I was still practically confined to the bed, in such pain that every move I made and every muscle hurt. When I would get up out of my bed someone had to lift me by main force, and after I would once get up on my feet, I could walk, but slowly and carefully.

and carefully from one room to the other, but I would not be able to stand for any length of time.

Q. Did you write this statement out in your own handwriting?

A. No, Sir. I could not have held the pen at all.

Q. Was this statement written out for you to sign?

A. Yes, Sir.

Q. Did you read the statement?

A. No, Sir.

Q. Did the person writing the statement read it to you?

A. He read from a paper that he had written but I did not read it myself.

Q. Did he explain any of the statements that he read to you?

A. No, I do not believe he did.

Q. How long was it after the accident before you signed this statement?

A. I think it was two days. I was still suffering and don't remember exactly.

Q. Who was present when this statement was made?

A. My husband, Wiley W. Hutto.

(Re-Direct Examination by E. G. Rickarby, Attorney for Defendant)

Q. Mrs. Hutto, after Mr. Brantley took you home, were you able to walk into the house, or did you have to be carried?

A. I was able to walk, with very much pain.

Q. Did you state that you were a regular passenger with Mrs. Gavin for several weeks prior to this accident?

A. Well, most every day that she went. There was a day or two now and then that she did not go, or I had a ride with my husband once or twice.

Q. Isn't it a fact that Mrs. Gavin did not regularly ride to Mobile and that you and she regularly went on the bus?

A. Mrs. Gavin was making plans to move to Macon, Georgia, and she needed to get home early every night for a month or more before she moved, so she decided to take her car because she could get home early as she had work to do at home in arranging to get packed, etc., and that is



Re: Testimony of Mrs. Mabel E. Hutto,  
Cont'd - Re-direct Examination by E. G. Rickarby:

why she was taking her car for a month or six weeks before this accident. She was to leave town in about a week after the accident.

Q. How many times in the week before this accident, did you ride with Mrs. Gavin?

A. As near as I remember, I was riding every day with Mrs. Gavin for two or three weeks, except home on Friday nights. I never rode with her home on Friday nights because I work at the bank until seven o'clock in the evening.

Q. Was Mrs. Garrett regularly riding with Mrs. Gavin?

A. No, Sir. No one was riding with Mrs. Gavin, except I.

Q. As you were riding with Mrs. Gavin, didn't you think it was only fair that you help share the expenses and that was the reason why you made those payments?

A. I would want to pay for anything that was given to me.

(RE-CROSS Examination by John Duck, Esq., Attorney for the Plaintiff).

Q. Who helped you into your home on the night of the accident?

A. My husband helped me up the steps.

Q. You could not walk alone?

A. I doubt if I could have. My legs hurt so.

(RE-DIRECT Examination by E. G. Rickarby, Attorney for Defendant);

Q. You stated that your husband helped you up the steps. Did he help you from the car to the steps?

A. Mr. Brantley helped me out of the car and helped me to the steps.

Q. Were you able to walk with somebody holding your arm?

A. Yes, Sir.

Q. No further questions.

\* \* \*  
Mabel E. Hutto

Sworn to & Subscribed before me on this  
the 30th day of September 1958

- Page Fourteen -

John P. Duck  
Notary Public  
My Commission Expires  
July 1961