

3782

State of Alabama  
County of Baldwin

To any Sheriff of the State of Alabama:

You are hereby commanded to summon Reynolds Brothers Lumber Company to appear and plead, answer or demur within thirty days to the Bill of Complaint filed in the Circuit court of said County by Mrs. Emma Redmond as Plaintiff and against Reynolds Brothers Lumber Company as Defendant.

Witness my hand, this 3 day of March 1959.

Reece J. Hucker  
Clerk

\*\*\*\*\*  
Mrs. Emma Redmond

Plaintiff

Vs

Reynolds Brothers Lumber  
Company

Defendant

In the Circuit Court of  
Baldwin County, Alabama  
At Law. No. \_\_\_\_\_

The Plaintiff claims of the Defendant Fifteen Thousand Dollars as damages, for that on to wit the 13th day of January, 1959, Mrs. Emma Redmond, the Plaintiff was driving North on Highway 31, a public highway, about 4 miles north of Bay Minette, in Baldwin County, Alabama, in a 1953 Dodge automobile. At that point, she met a truck, belonging to the Defendant, bearing tag number 5H3 207, loaded with gravel and driven by a Negro, the Agent, Servant or Employee of the Defendant, Reynolds Brothers Lumber Company, while in the line and scope of his employment with the Defendant. The tail gate of said truck had come loose and it was slinging gravel all over said highway as it went. As the automobile driven by the Plaintiff met said truck, said gravel showered over said automobile, breaking the windshield and both headlights out of said automobile of the Plaintiff and knocked paint off the car, practically all over it, bending and bruising it. Flying glass from said broken windshield was thrown on the Plaintiff, cutting and bruising her on the face, hands and leg, putting her in great fear and anguish, causing her physical pain and discomfort and almost causing her to run said automobile over a high bank at the side of the road and wreck it. The Negligence of the Agent, Servant or Employee of the Defendant, while in the line and scope of his employment with the Defendant, was the proximate cause of the injuries to Mrs. Redmond, the Plaintiff and of the damage to her automobile, all in the amount aforesaid, as a proximate consequence of his allowing or permitting the tail gate of said truck to come loose and throw gravel over the automobile of the Plaintiff damaging both it and her, through no fault of the Plaintiff, who was driving up a public highway, where she had a right to be.

Reuben T. McTear  
Attorney for the Plaintiff ✓

Plaintiff demands a trial by jury.

Filed  
Mar. 3, 1959

Reuben T. McTear  
Attorney for the Plaintiff ✓

Ex. March 6, 1959

3782  
Mrs. Emma Redmond  
Plaintiff

Vs  
Reynolds Brothers Lumber  
Company

Defendant

Summons and Complaint

FILED

MAR 3 1959

ALICE J. DUCK, CLERK  
REGISTERED

Served 3 day of March 1959  
at on 6 day of March 1959  
served a copy of the within R & C  
Reynolds Bros. Lbr. Co.  
J. P. Reynolds Pres  
service on \_\_\_\_\_

TAYLOR WILKINS, Sheriff  
By Charles Chubb  
Foley

Sheriff claims 72 miles at  
Ten Cents per mile Total \$ 7.20  
TAYLOR WILKINS, Sheriff  
BY Charles Chubb  
DEPUTY SHERIFF

MRS. EMMA REDMOND,	)	IN THE CIRCUIT COURT OF
Plaintiff,	(	
-VS-	)	BALDWIN COUNTY,
	(	ALABAMA,
REYNOLDS BROTHERS LUMBER	)	AT LAW
COMPANY,	(	
Defendant.	)	NO. _____

Comes now the Defendant in the above styled cause and demurs to Plaintiff's complaint as a whole and each and every count thereof, separately and severally, on the following separate and several grounds:

1. Said count fails to state a cause of action.
2. Said count fails to allege the existence of any legal duty owing from the Defendant to the Plaintiff therein.
3. Said count fails to allege the breach of any duty owing from the Defendant to the Plaintiff therein.
4. For that the allegations of said count are so vague, misleading and confusing that they do not apprise the Defendant of what it will be called upon to defend.
5. It is impossible to tell whether the Defendant in said cause is a partnership or a corporation.
6. Because the allegations of said count seek to set out the quo modo of the negligence of the Defendant without sufficient facts alleged in support thereof.

7. For aught appearing for the allegations of said count, the agent, servant or employee of the Defendant was not acting in the line and scope of his employment at the time of the alleged accident.

8. For aught appearing from the allegations of said count, the Defendant could not know that the tail gate of said truck had come loose at the time and place of said accident.

9. Because it is impossible to tell from the allegations of said count wherein the Defendant was negligent.

10. There is no characterization of any alleged act of the Defendant as a negligent act.

11. Because the allegation in said count "the tail gate of said truck had come loose and it was slinging gravel all over said highway as it went" is vague, misleading and confusing.

12. For aught appearing from the allegations of said count there was no proximate cause between the alleged negligence of the Defendant and the alleged injuries and damages of the Plaintiff.

13. The allegation in said count "the negligence of the agent, servant or employee of the Defendant while in the line and scope of his employment with the Defendant" is vague, misleading and confusing.

14. It affirmatively appears from the allegations of said count that there was no causal connection between

the alleged negligence of the Defendant and the alleged injuries and damages of the Plaintiff.

ARMBRECHT, JACKSON, McCONNELL & DeMOUY

By *Marshall J. DeMouy*  
Marshall J. DeMouy

*Filed  
march 21, 1959*

By *George A. McCain*  
George A. McCain

3782

beginning of the year, and in some cases, the  
beginning of the year, and in some cases, the

FILED

MAR 21 1959

ALICE J. DUCK, CLERK  
REGISTER

ARMBRECHT, JACKSON, McCONNELL & DEMOUY

LAWYERS

WM. H. ARMBRECHT  
THEO. K. JACKSON, JR.  
JOHN W. McCONNELL, JR.  
MARSHALL J. DEMOUY  
WM. H. ARMBRECHT, III  
RAE M. CROWE  
GEORGE A. MCCAIN, JR.  
H. HARRELL GALLOWAY

MERCHANTS NATIONAL BANK BUILDING

MOBILE, ALABAMA

MAILING ADDRESS:

P. O. BOX 290  
MOBILE, ALA.

CABLE ADDRESS:  
SEALAW

TELEPHONE:  
HEMLOCK 3-1891

August 13, 1959

Mr. Reuben S. McKinley  
Attorney at Law  
Bay Minette, Alabama

RE: Emma Redmond vs.  
Reynolds Bros. Lumber Company

Dear Mr. McKinley:

We are in receipt of and thank you for your  
letter of August 11, 1959.

We have prepared and enclose herewith the original  
and three copies of a release to be signed by Emma Redmond,  
Grover Redmond and Wesley Redmond. Also enclosed herewith  
you will find the draft of Federated Mutual Implement & Hard-  
ware Insurance Company in the amount of \$400.00 payable to  
the above named persons.

The enclosures, of course, are to consummate the  
agreed settlement of the captioned case. The draft should  
not be turned over to the Redmonds until they have executed  
the release and the pending case has been dismissed with pre-  
judice. In your letter to the court dismissing the case,  
please instruct the Clerk to forward to our office the bill  
for court costs. We would appreciate a copy of your letter  
and the return receipt of the original and two copies of the  
executed release.

We appreciate your cooperation in this matter and  
look forward to your next visit to Mobile.

Very truly yours,

ARMBRECHT, JACKSON, McCONNELL & DEMOUY

By George A. McCain, Jr.  
George A. McCain, Jr.

GAM/eos  
Encls.

Reuben F. McKinley  
Attorney at Law  
Bay Minette, Alabama  
August 22, 1959

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

Re: Emma Redmond  
Vs: Reynolds Bro. Lumber Co.

Dear Mrs. Duck:

Please have the aboved case dismissed with prejudice  
and send Cost Bill to Armbrecht, Jackson, McConnell &  
DeMouy, Lawyers, Merchants National Bank Building, Mobile.

Thank you in advance.

Yours very truly

A handwritten signature in cursive script, appearing to read "Reuben F. McKinley". The signature is written in dark ink and is positioned above the printed name.

Reuben F. McKinley

RFM:lm