



front of said cottage and near the entrance and exit door a ceptic tank and/or grease trap with a cement cover on it, which cover had an iron or steel rod inserted in the concrete, which rod served as a handle to remove said cover and which protruded several inches above the ground and said cover. That said ceptic tank or grease trap with cement cover on it, had an iron rod inserted in the concrete, which rod served as a handle to remove said cover and which protruded several inches above the ground, remained in this condition on to wit, during the 29th day of July, 1961.

That the Plaintiff walked out of the front, main entrance and exit door of said cottage to go out onto the front yard or lawn of said cottage, which she had a right to do, and tripped or fell over said iron rod used as a handle to lift said cover.

The Plaintiff sustained serious painful, permanent and disabling injuries, particularly on her right leg and lacerations of the left cheek and painful injuries about her back.

The Plaintiff has been put to large expense for doctor bills, medicine and medical care and treatment and that she will have such expense in the future and that Plaintiff has suffered pain constantly since the date of her injury and that she will suffer such pain constantly in the future. That the Defendants knew, or should have known of the aforesaid dangerous negligent defective conditions existing immediately in front of the cottage which was leased to the Plaintiff that the foregoing injuries were the direct and proximate result of the negligence of the Defendants in the following particulars:

- A. That the Defendants failed to notify the Plaintiff that there was a protruding bar or handle in said front yard.
- B. That the Defendants failed to place warning signs or a barrier or to make any provisions to protect guests and especially the Plaintiff from falling over said protruding object.

That each and all of the acts of negligence aforesaid were done with total disregard of the consequences thereof, and as a direct and proximate result thereof, Plaintiff has been damaged in the sum of SEVEN THOUSAND FIVE HUNDRED AND 00/100 (\$7,500.00) DOLLARS.

COUNT TWO:

The Plaintiff claims of the Defendants, jointly and severally, and d/b/a ROMEO COTTAGES / SEVEN THOUSAND FIVE HUNDRED AND 00/100 (\$7,500.00) DOLLARS damages for on to wit, that on and prior to July 29, 1961, the Defendants owned resort cottages commonly known as the Romeo Cottages at Gulf Shores, Alabama. These cottages were rented to guests for pay and the public generally was invited as patrons. That said cottages were being owned by the Defendants during all times herein complained of.

That on about to wit, 2:30 p.m. on the 29th day of July, 1961, the Plaintiff was a guest at said Romeo Cottages and rented a cottage, which was assigned to her by the Defendants. That the Plaintiff continued to occupy said cottage so assigned to her at the time the injury hereinafter complained of occurred. That prior to July 29, 1961, the Defendants had negligently constructed in front of said cottage and near the entrance and exit door a ceptic tank and/or grease trap with a cement cover on it, which cover had an iron or steel rod inserted in the concrete, which rod served as a handle to remove said cover and which protruded several inches above the ground and said cover. That said ceptic tank or grease trap with cement cover on it, had an iron rod inserted in the concrete, which rod served as a handle to remove said cover and which protruded several inches above the ground, remained in this condition on to wit, during the 29th day of July, 1961.

That the Plaintiff walked out of the front, main entrance and

and exit door of said cottage to go out onto the front yard or lawn of said cottage, which she had a right to do, and tripped or fell over said iron rod used as a handle to lift said cover.

The Plaintiff sustained serious painful, permanent and disabling injuries, particularly on her right leg and lacerations of the left cheek and painful injuries about her back.

The Plaintiff has been put to large expense for doctor bills, medicine and medical care and treatment and that she will have such expense in the future and that Plaintiff has suffered pain constantly since the date of her injury and that she will suffer such pain constantly in the future. That the Defendants knew, or should have known of the aforesaid dangerous negligent defective conditions existing immediately in front of the cottage which was leased to the Plaintiff that the foregoing injuries were the direct and proximate result of the negligence of the Defendants in the following particulars:

- A. That the Defendants failed to notify the Plaintiff that there was a protruding bar or handle in said front yard.
- B. That the Defendants failed to place warning signs or a barrier or to make any provisions to protect guests and especially the Plaintiff from falling over said protruding object.

That each and all of the acts of negligence aforesaid were done with total disregard of the consequences thereof, and as a direct and proximate result thereof, Plaintiff has been damaged in the sum of SEVEN THOUSAND FIVE HUNDRED AND 00/100 (\$7,500.00) DOLLARS.

COUNT THREE:

The Plaintiff claims of the Defendants, jointly and severally and d/b/a ROMEO COTTAGES /SEVEN THOUSAND FIVE HUNDRED AND 00/100 (\$7,500.00) DOLLARS damages for on to wit, that on and prior to July 29, 1961, the Defendants operated resort cottages commonly known as the Romeo Cottages at Gulf Shores, Alabama. These cottages were rented to guests for pay

and the public generally was invited as patrons. That said cottages were being operated by the Defendants during all times herein complained of.

That on about to wit, 2:30 p.m. on the 29th day of July, 1961, the Plaintiff was a guest at said Romeo Cottages and rented a cottage, which was assigned to her by the Defendants, That the Plaintiff continued to occupy said cottage so assigned to her at the time the injury hereinafter complained of occurred. That prior to July 29, 1961, the Defendants had negligently constructed in front of said cottage and near the entrance and exit door a ceptic tank and/or grease trap with a cement cover on it, which cover had an iron or steel rod inserted in the concrete, which rod served as a handle to remove said cover and which protruded several inches above the ground and said cover. That said ceptic tank or grease trap with cement cover on it, had an iron rod inserted in the concrete, which rod served as a handle to remove said cover and which protruded several inches above the ground, remained in this condition on to wit, during the 29th day of July, 1961.

That the Plaintiff walked out of the fron, main entrance and exit door of said cottage to go out onto the front yard or lawn of said cottage, which she had a right to do, and tripped or fell over said iron rod used as a handle to lift said cover.

The Plaintiff sustained serious painful, permanent and disabling injuries, particularly on her right leg and lacerations of the left cheek and painful injuries about her back.

The Plaintiff has been put to large expense for doctor bills, medicine and medical care and treatment and that she will havøsuch expense in the future and that Plaintiff has suffered pain constantly since the date of her injury and that she will suffer such pain constantly in the future. That the Defendants knew, or should have known of the aforesaid dangerous negligent defective conditions

and the public generally was invited as patrons. That said cottages were being operated by the Defendants during all times hereinafter complained of.

That on about to wit, 2:30 p.m. on the 29th day of July, 1961, the Plaintiff was a guest at said Romeo Cottages and rented a cottage, which was assigned to her by the Defendants. That the Plaintiff continued to occupy said cottage so assigned to her at the time the injury hereinafter complained of occurred. That prior to July 29, 1961, the Defendants had negligently constructed in the front of said cottage and near the entrance and exit door a septic tank and/or grease trap with a cement cover on it, which cover had an iron or steel rod inserted in the concrete, which rod served as a handle to remove said cover and which protruded several inches above the ground and said cover. That said septic tank or grease trap with cement cover on it, had an iron rod inserted in the concrete, which rod served as a handle to remove said cover and which protruded several inches above the ground, remained in this condition on to wit, during the 29th day of July, 1961.

That the Plaintiff walked out of the front, main entrance, and exit door of said cottage to go out onto the front yard or lawn of said cottage, which she had a right to do, and tripped or fell over said iron rod used as a handle to lift said cover.

The Plaintiff sustained serious painful, permanent and disabling injuries, particularly on her right leg and lacerations of the left cheek and painful injuries about her back.

The Plaintiff has been put to large expense for doctor bills, medicine and medical care and treatment and that she will have such expense in the future and that Plaintiff has suffered pain constantly since the date of her injury and that she will suffer such pain constantly in the future. That the Defendants knew, or should have known of the aforesaid dangerous negligent defective conditions


existing immediately in front of the cottage which was leased to the Plaintiff that the foregoing injuries were the direct and proximate result of the negligence of the Defendants in the following particulars:

- A. That the Defendants failed to notify the Plaintiff that there was a protruding bar or handle in said front yard.
- B. That the defendants failed to place warning signs or a barrier or to make any provisions to protect guests and especially the Plaintiff from falling over said protruding object.

That each and all of the acts of negligence aforesaid were done with total disregard of the consequences thereof, and as a direct and proximate result thereof, Plaintiff has been damaged in the sum of SEVEN THOUSAND FIVE HUNDRED AND 00/100 (\$7,500.00) DOLLARS.

  
FOREST A. CHRISTIAN, Attorney  
for Plaintiff

Plaintiff demands trial by jury

  
FOREST A. CHRISTIAN, Attorney  
for Plaintiff

FILED  
JUN 19 1962  
ALICE J. DUCK, CLERK  
REGISTER

Ed-6-19-62

Received 19 day of June 1962  
and on 19 day of June 1962  
I served a copy of the within D & C  
on E. F. Romeo, Ellen Romeo,  
Romeo, 3 Thomas H. Baker

5175-

SUMMONS

By service on \_\_\_\_\_  
TAYLOR WILKINS, Sheriff  
By Gayle Shaw D. S.  
Gayle Shaw

ALLIE PERRY,  
PLAINTIFF

-VS-

E. F. ROMEO, ELLEN ROMEO,  
THOMAS H. BAKER, JOHN CAMERON,  
and JEWELL CAMERON, individually  
severally, and d/b/a ROMEO  
COTTAGES,

DEFENDANTS

Received 19 day of June 1962  
and on 19 day of June 1962  
I served a copy of the within D & C  
on John Cameron  
Jewell Cameron  
By service on \_\_\_\_\_  
TAYLOR WILKINS, Sheriff  
By Gayle Shaw D. S.  
Gayle Shaw

Sheriff claims 440 miles at  
Ten Cents per mile Total \$ 44.00  
TAYLOR WILKINS, Sheriff  
BY Gayle Shaw  
DEPUTY SHERIFF

FILED  
JUN 19 1962  
ALICE J. DUCK, CLERK  
REGISTER

LAW OFFICE OF  
FOREST A. CHRISTIAN  
FOLEY, ALABAMA

LAW OFFICE OF  
FOREST A. CHRISTIAN  
FOLEY, ALABAMA



ALLIE PERRY,

Plaintiff,

vs.

E. F. ROMEO, ELLEN ROMEO,  
THOMAS H. BAKER, JOHN  
CAMERON, and JEWELL CAMERON,  
individually, severally, and  
d/b/a ROMEO COTTAGES,

Defendants.

X  
X  
X  
X  
X  
X  
X  
X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW


NO. 5175

DEMURRER

Come the Defendants Thomas H. Baker, John Cameron and Jewell Cameron individually and doing business as Romeo Cottages and demur to the Complaint filed in the above styled cause and each and every count thereof, separately and severally, and assign the following separate and several grounds, viz:

1. That said Complaint does not state a cause of action.
2. That it is not alleged which Defendants owned and which Defendants operated the cottages known as Romeo Cottages.
3. That it is not alleged that one or more of the Defendants rented such cottages to the public generally.
4. It is not alleged for what period of time such cottages were owned and operated by Defendants.
5. That it is not alleged for what period of time the Plaintiff occupied the cottages that had been rented to her.
6. That it is not alleged that the Defendants negligently injured the Plaintiff.
7. That the Complaint attempts to set out what the negligence of the Defendants consisted of without setting out sufficient allegations of such negligence.
8. That it is not alleged when the Defendants constructed the septic tank with the cover which contained an iron or steel rod.
9. It is not alleged whether the Plaintiff knew of the existance of such tank and cover at the time she was injured.

10. That the allegation that the iron rod was in a dangerous negligent defective condition is but a conclusion of the pleader.



Attorneys for Defendants, Thomas H. Baker,  
John Cameron and Jewell Cameron.

FILED

JUL 25 1962

ALICE J. DUCK, CLERK  
REGISTER

ALLIE PERRY,

Plaintiff,

vs.

E. F. ROMEO, ELLEN ROMEO,  
THOMAS H. BAKER, JOHN CAMERON,  
and JEWELL CAMERON, individually,  
severally, and d/b/a ROMEO  
COTTAGES,

Defendants.

\* \* \* \* \*

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW                      NO. 5175

\* \* \* \* \*

DEMURRER

\* \* \* \* \*

FILED

JUL 25 1962

ALICE J. DUCK, CLERK  
REGISTER

ALLIE PERRY )

Plaintiff )

vs. )

E. F. ROMEO, ELLEN ROMEO, THOMAS H. )  
BAKER, JOHN CAMERON, and JEWELL CAMERON, )  
individually, severally and D/B/A ROMEO )  
COTTAGES, )

Defendants )

IN THE CIRCUIT COURT  
BALDWIN  
OF ~~MOBILE~~ COUNTY,

ALABAMA.

AT LAW

CASE NO. 5175

DE M U R R E R

Comes now each of the following defendants, separately and severally, *E. F. Romeo and Ellen Romeo, individually and D/B/A Romeo Cottages,* and demurs to each count of the complaint filed herein, separately and severally, and for separate and several grounds of demurrer, sets down and assigns, separately and severally, the following:

1) That it does not state facts sufficient to constitute a cause of action against this defendant.

2) For that negligence is therein alleged merely as a conclusion of the pleader.

3) For that it is vague, indefinite and uncertain, in that it does not apprise this defendant with sufficient certainty against what act or acts of negligence defendant is called on to defend.

4) For that it does not appear with sufficient certainty what duty, if any, this defendant may have owed to the plaintiff.

5) For that it does not appear with sufficient certainty wherein this defendant violated any duty owed by defendant to the plaintiff.

6) It affirmatively appears therefrom that this defendant owed no duty to the plaintiff which this defendant negligently breached.

7) It affirmatively appears therefrom that the plaintiff was guilty of contributory negligence which would bar her recovery.

8) It affirmatively appears therefrom that the injuries of which the plaintiff complains were proximately caused by her own negligence.

9) For that the plaintiff endeavors to set out the quo modo of the defendants' alleged negligence but that the allegations in support thereof fail to state a cause of action against these defendants.

10) For that the alternative averments of alleged negligence on the part of the defendants do not each state a cause of action against all defendants.

11) For that this defendant owed no duty to notify the plaintiff that there was a protruding bar or handle in the front yard of the premises described in the complaint.

12) For that the law imposes no duty on the defendants to place warning signs on the premises described in the complaint.

13) For that no duty is imposed by law on the defendants to place a barrier on the premises described in the complaint.

14) For that it affirmatively appears from the complaint that the conditions of which the plaintiff complains were open and obvious to the plaintiff.

15) For that there is no allegation that the conditions of which the plaintiff complains were constituted latent or hidden defects in the premises described.

16) For aught that appears the plaintiff was a trespasser at the time and place complained of, and this defendant owed no duty not to negligently injure her.

17) For that said count is vague, indefinite and uncertain.

18) For that said count is repetitious and duplicitous.

19) Said count is multifarious.

*W. C. Boone*

Attorney for the above designated defendants.

Of Counsel:

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON

These defendants respectfully demand a trial by jury.

*W. C. Boone*

FILED  
AUG -3 1962  
ALICE J. DUCK, CLERK  
REGISTER

style of case

I do hereby certify that on  
the 7<sup>th</sup> day of Sept 1962  
the above styled case  
was settled between  
the parties, demand  
for jury withdrawn  
and the defendant  
taken with the court  
Witness my hand &  
seal this 7 day of Sept 1962.

Clk. Court Cor.

LAW OFFICE OF  
FOREST A. CHRISTIAN  
FOLEY, ALABAMA

September 6, 1962

Honorable H. M. Hall  
Judge of Circuit Court  
Bay Minette, Alabama

#5175  
Re: Allie Perry  
Attention Alice J. Duck: Vs: E. F. Romeo, et al


Dear Judge Hall:

In this morning's mail I received a check in this case with assurances that minor details would be settled to our satisfaction.

Accordingly, you are authorized and instructed to mark this case fully settled between the parties and the Court costs are to be paid by the defendants. Mrs. Duck should send the Court cost bill to Attention Mr. W. C. Boone, Jr. of the law firm of Hand, Arendall, Bedsole, Greaves & Johnston, First National Bank Building, Mobile, Alabama.

I know that all of us, including the Court, plaintiff and defendants and others are happy to have this case settled to the satisfaction of all parties and I wish to thank the Court for its assistance and courtesies in this case.

Cordially yours,



FOREST A. CHRISTIAN



HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON  
LAWYERS

SIXTH FLOOR FIRST NATIONAL BANK BUILDING

MOBILE, ALABAMA

CHAS. C. HAND  
C. B. ARENDALL, JR.  
T. MASSEY BEDSOLE  
THOMAS G. GREAVES, JR.  
WM. DREYARD HAND  
VIVIAN G. JOHNSTON, JR.  
PAUL W. BROCK  
ALEX F. LANKFORD, III  
EDMUND R. CANNON, JR.  
LYMAN F. HOLLAND, JR.  
J. THOMAS HINES, JR.  
W. C. BOONE, JR.  
DONALD F. PIERCE

*Aug. 10*  
~~July 16~~, 1962

MAILING ADDRESS:  
P. O. BOX 123

CABLE ADDRESS:  
HAB

TELEPHONE:  
HEMLOCK 2-5514

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

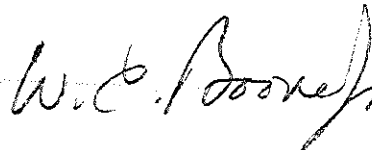
Re: Allie Perry vs. E. F. Romeo, et al  
Circuit Court, Baldwin County,  
Alabama, Case No. 5175

Dear Mrs. Duck:

I enclose herewith responsive pleadings to be filed in the above case. I would appreciate it if you would acknowledge receipt of the filing of these papers on the enclosed copy of this letter and return same to me.

Many thanks for your cooperation.

Yours very truly,



For the Firm

WCBjr.mbd

Encl.