

No. 4933.

Theodora Sanders)
vs)
Ben Alexander.)

In the District Court of
Webb County, Texas.

Now in the above styled and numbered cause comes the plaintiff, Theodora Sanders, and the leave of the Court first had and obtained, files this her First Amended Original Petition, in lieu of her Original Petition filed in this court on the 25th day of February, 1919, and for such amendment says:

That the plaintiff, Theodora Sanders, resides in Webb County, Texas, and that the defendant, Ben Alexander, resides in Webb County, Texas, and for cause of action plaintiff says:

(1)

That plaintiff is a single woman and has lived in Laredo for several years past, mingling and moving in the best society circles of that city; that during her residence in said city that she met and became acquainted with the defendant, then a single man, who began showing her attentions, calling upon her at her home and soliciting her company to various public and private social entertainments; that thereafter the defendant began to protest his affection for her, stating that he loved her, offered to marry her and insisting that she agree to marry him. This plaintiff further says that she returned the defendant's affection and in consideration of the love and affection that plaintiff and defendant bore one to the other, that they entered into a contract of marriage, on or about the first day of March, 1916.

(2)

Plaintiff says that after the engagement of plaintiff and defendant that such engagement became known among and was generally discussed by and among their respective friends and social acquaintances in the city of Laredo and that plaintiff and defendant were constantly associated and seen in each other's company and during which time the defendant frequently reiterated his promise to marry plaintiff and renewed such contract, but postponing the date of the wedding for first one cause and another, and that during a visit of plaintiff in 1917, to Mexico City, ^{defendant} wrote plaintiff that there were impediments to their

marriage, but upon plaintiff's return to the city of Laredo, on or about the 1st day of August, 1917, defendant immediately called upon her and informed her that he did not mean what he had written in said letter and that he loved her more than he ever did and that he still wanted to marry her, and the contract to marry each other was again renewed and entered into between them and they again mutually agreed to marry each other and defendant continued his attentions to her.

(3)

Plaintiff says that she both loved and trusted the defendant and relied fully upon his promises to marry her, but that during the middle of the year 1918 she began to hear rumors of the defendant's engagement to another woman, but that when she questioned the defendant in regard to this that he denied it and insisted that he was going to carry out his contract and marry plaintiff, until on or about the ____ day of August, 1918, he told her he was going to marry another and in the month of December, 1918, the defendant without cause and to the great humiliation of this plaintiff breached his contract of marriage with her and married another.

(4)

Plaintiff says that the defendant is a man of large wealth and high social position and that a marriage with him would have been advantageous to this plaintiff and that had he carried out his contract and married her, she would have been in a position to enjoy the wealth and social position of the defendant and its attendant advantages the rest of her life and that by reason of the breach and repudiation by the defendant of the marriage contract existing between plaintiff and defendant she has been deprived of the support, social position and wealth she would have acquired and enjoyed had the defendant carried the marriage contract into effect and that her affections have been disregarded and blighted and she has been deeply humiliated and her feelings lacerated and her spirits wounded, resulting in mental distress and humiliation, and she has suffered loss of social prestige by reason of the unwarranted acts of the defendant and his breach of said marriage contract, and she has been damaged in the sum of One Hundred Thousand Dollars by reason of the breach by the defendant of said marriage contract.

(5)

Premises considered, the defendant having already been cited to appear and answer herein, and having answered, prays that upon a hearing hereof she have judgment against the defendant for her damages in the sum of One Hundred Thousand Dollars, for all costs and general and special relief.

Hicks, Phelps Dickson & Bobbitt
Attorneys for Plaintiff, Theodora Sanders.

NO. 4933.)
(
THEODORA SANDERS,)
(
vs.)
(
B. M. ALEXANDER.)

Tuesday, April 8, A.D. 1919, the above cause having been regularly reached and called for trial, the plaintiff and the defendant appeared in person and by their respective attorneys, and announced ready for trial, and thereupon came a jury of good and lawful men, to-wit: R. P. Woodard, Foreman, and eleven others, who after having been duly selected, empaneled and sworn, and on this 17th day of April, A.D. 1919, this cause having been continued from day to day, and who after hearing the pleadings and the evidence and charge of the Court, returned into Court the following verdict, to-wit:

"We the jury in the above styled and numbered cause find our verdict for the defendant."

Which verdict was duly received, approved and ordered filed by the Court:

It is therefore considered, ordered, adjudged and decreed by the Court that in accordance with the above verdict of the jury that the plaintiff take nothing by her said suit, and that the defendant go hence without day, and that defendant recover from and of plaintiff all the costs of this suit, for which let execution issue.

Hicks

Atty for Plaintiff

W. P. & W.

Atty for Def

NO. 4933.)
THEODORA SANDERS,)
vs.)
B. M. ALEXANDER.)

We the jury in the above styled and numbered cause
find our verdict for the defendant.



Foreman.

NO. 4933.)
THEODORA SANDERS,)
 vs.)
B. M. ALEXANDER.)
) IN DISTRICT COURT OF WEBB COUNTY,
) 49TH JUDICIAL DISTRICT OF TEXAS,
) MARCH TERM, A.D. 1919.

Gentlemen of the Jury:

 You are instructed to return your verdict for
the defendant.



Judge 49th Judicial District
of Texas.

No. 4933.

Theodora Sanders,

vs.

B. M. Alexander.

In the District Court of Webb County, Texas

March Term, A.D. 1919.

Now comes B. M. Alexander, the defendant in the above entitled and numbered cause and excepts plaintiff's original petition filed herein and says, that the same is wholly insufficient in law and shows no cause of action against this defendant, and of this he prays judgment of the Court.

R. H. Ward

A. Winslow

John A. Pope

John L. Pannella

Attorneys for defendant.

Again comes the defendant and specially excepts to the first paragraph of said petition and says; that the same is wholly insufficient in law for this; that it is no where alleged in said paragraph when the alleged contract of marriage was entered into between the parties, nor when the same was to be consummated, and of this he prays judgment of the Court.

R. H. Ward

A. Winslow

John A. Pope

John L. Pannella

Attorneys for the defendant.

Again comes the defendant and for answer herein says, that he denies all and singular and each and every allegation in plaintiff's

petition contained and of this he puts himself upon the country.

D. H. Ward

A. Winslow

John A. Pope

John G. Parnell

Attorneys for the defendant.

No. 4933.

Theodora Sanders

vs.

B. M. Alexander.

In the District Court,

Webb County, Texas,

March Term, A.D.1919.

Now comes B. M. Alexander, defendant in the above entitled and numbered cause, and leave of the Court first having been had, amends his original answer heretofore filed in this cause on the 7th day of March, A.D.1919, and in lieu thereof says:

That the allegations in plaintiff's first amended original petition contained are wholly insufficient in law, and show no cause of action against this defendant, and of this he prays judgment of the Court.

R. H. Ward
A. Winslow
John A. Pope
John L. Pannell
 Attorneys for Defendant.

And should the above general demurrer be overruled, this defendant, for further answer to plaintiff's said first amended original petition aforesaid, says that he denies each and all of the allegations in said petition contained, and of this he puts himself upon the country.

R. H. Ward
A. Winslow
John A. Pope
John L. Pannell
 Attorneys for Defendant.

No. 4933

THE STATE OF TEXAS, |
|
COUNTY OF WEBB. |

In the District Court of Webb,
County, Texas. March Term, 1919.

To the Hon. J. F. Mullally, Judge of said Court:

Now comes Theodora Sanders, who resides in Webb County, Texas, hereinafter styled plaintiff, complaining of Ben Alexander, who resides in Webb County, Texas, hereinafter styled defendant, and for cause of action says:

1.

That plaintiff is a single woman and has lived in Laredo for several years past, mingling and moving in the best society circles of that city; that during her residence in said city that she met and became acquainted with the defendant, then a single man, who began showing her attentions, calling upon her at her home and soliciting her company to various public and private social entertainments; that thereafter the defendant began to protest his affection for her, stating that he loved her, offered to marry her and insisting that she agree to marry him. This plaintiff further says that she returned the defendant's affection and in consideration of the love and affection that plaintiff and defendant bore one to the other, that they entered in to a contract of marriage.

2.

Plaintiff says that after the engagement of plaintiff and defendant that such engagement became known among and was generally discussed by and among their respective friends and social acquaintances in the city of Laredo and that plaintiff and defendant were constantly associated and seen in each other's company: and during which time the defendant frequently reiterated his promise to marry plaintiff and renewed such contract, but postponing the date of their wedding for first one cause and another.

3.

Plaintiff says that she both loved and trusted the defendant and relied fully upon his promises to marry her, but that during the latter part of the year 1918 she began to hear rumors of the defendant's engagement to another woman, but that when she questioned the defendant in regard to this that he denied it and insisted that he was going to carry out his contract and marry plaintiff; that however, in the month of December, 1918, the defendant without cause and to the great humiliation of this plaintiff breached his contract of marriage with her and married another.

4.

Plaintiff says that the defendant is a man of wealth and social position and that a marriage with him would have been advantageous to this plaintiff and that had he carried out his contract and married her, she would have been in a position to enjoy the wealth and social position of the defendant and its attendant advantages the rest of her life and that by reason of the breach and repudiation by the defendant of the marriage contract existing between plaintiff and defendant she has been deprived of the support, social position and wealth she would have acquired and enjoyed had the defendant carried the marriage contract into effect and that she has been deeply humiliated and suffered loss of social prestige by reason of the unwarranted acts of the defendant and has been damaged in the sum of One hundred thousand dollars by reason of the breach by the defendant of the said marriage contract.

5.

Premises considered, plaintiff prays that the defendant be cited to appear and answer this petition and that upon a hearing hereof she have judgment against the defendant for her damages in the sum of One hundred thousand dollars, for all costs and general and special relief.

Hick, Phelps, Dickson & Bobbitt
Attorneys for plaintiff, Theodora
Sanders.

File No. 1433

Thomas J. Adams

VS.

Ben. C. Adams

PLAINTIFF'S LIST.

- 1 ~~_____~~ ①
- 2 ~~_____~~
- 3 ~~_____~~
- 4 ~~_____~~
- 5 ~~_____~~
- 6 ~~_____~~
- 7 ~~_____~~
- 8 ~~_____~~
- 9 ~~_____~~ ②
- 10 P. P. Woodard
- 11 ~~_____~~
- 12 ~~_____~~ 4x
- 13 ~~_____~~ ③
- 14 ~~_____~~
- 15 ~~_____~~ ④
- 16 ~~_____~~
- 17 ~~_____~~
- 18 ~~_____~~
- 19 ~~_____~~
- 20 ~~_____~~
- 21 ~~_____~~
- 22 ~~_____~~ ⑤
- 23 ~~_____~~ 6x
- 24 ~~_____~~
- 25 ~~_____~~
- 26 Alfred Matthews ⑥
- 27
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File No. _____

VS.

DEFENDANT'S LIST.

- 1 _____
- 2 _____
- 3 ~~_____~~
- 4 ~~_____~~
- 5 ~~_____~~
- 6 ~~_____~~
- 7 ~~_____~~
- 8 _____
- 9 _____
- 10 _____
- 11 _____
- 12 ~~_____~~ Excluded
- 13 _____
- 14 ~~_____~~
- 15 _____
- 16 _____
- 17 _____
- 18 _____
- 19 ~~_____~~
- 20 _____
- 21 _____
- 22 _____
- 23 ~~_____~~ Ex.
- 24 ~~_____~~
- 25 W. H. Guinn
- 26 Alfred Matthews
- 27
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- 29
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File No. 4450

IN THE
District Court Webb County,

March TERM 19011

Thos. J. Jones

VS.

B. M. Jones

PLAINTIFF'S LIST.

FILED THE

1st day of April 19011

J. M. [Signature]
Clerk District Court Webb Co., Texas.

By _____ Deputy.

LAREDO TIMES PRINT.

File No. 4450

IN THE
District Court Webb County,

March TERM 19011

Thos. J. Jones

VS.

B. M. Jones

DEFENDANT'S LIST.

FILED THE

1st day of April 19011

J. M. [Signature]
Clerk District Court Webb Co., Texas.

By _____ Deputy.

LAREDO TIMES PRINT.

No. 11933

In District Court,

Webb County, Texas

Neopha Sanders

vs. Ben Alexander
SUIT FOR DAMAGES

MEMORANDUM OF PAPERS FILED

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
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- 12
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LIST OF JURY CHOSEN

No. 11933

Neopha Sanders
vs.
Ben Alexander

JURY CHOSEN

- 1 Sybil McNamee
- 2 R. W. Loring
- 3 E. Shooking
- 4 R. B. Bell
- 5 R. G. Woodard
- 6 Mr. R. M. Wier
- 7 J. P. Beckham
- 8 A. Schmittsman
- 9 J. E. Wooten
- 10 L. H. Brumfi
- 11 J. O. Carter
- 12 O. H. Swinn