

STATE OF ALABAMA)
 *
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Caton Transfer Company, Inc., a Corporation, to appear within 30 days from the service of this writ in the Circuit Court, to be held at the said county at the place of holding the same, then and there to answer the complaint of Drawbridge Restaurant, Inc., a Corporation.

WITNESS MY HAND this 27 day of November, 1962.

Alice J. Duck
Clerk

Defendant's address is
Andalusia, Alabama

* * * * *

DRAWBRIDGE RESTAURANT, INC. }
a Corporation, }

 Plaintiff, }
VS. }

CATON TRANSFER COMPANY, INC, }
a Corporation, }

 Defendant. }

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

3381

COMPLAINT
COUNT ONE

The Plaintiff claims of the Defendant Seven Hundred Fifty Dollars (\$750.00) damages for the injury of certain goods, the Plaintiff's property, viz. one gas stove, received by Defendant as a common carrier, to be delivered by Defendant to Plaintiff at Bay Minette, Alabama, for reward. Plaintiff says that said injury was received by said gas stove while in the possession of Defendant and during transit.

J. B. Blackburn
Attorney for Plaintiff

Plaintiff demands trial by
jury of said cause.

J. B. Blackburn
Attorney for Plaintiff

FILED

NOV 27 1962

ALICE J. DUCK, CLERK
REGISTER

5381

Shawbridge Restaurant
Inc. A Corp.,

Pltz
D.S.

Caton Transport Co. Inc.
A Corp., Dept.

FILED

NOV 27 1962

ALICE J. DUCK, CLERK
REGISTER

J. B. Blackburn,
Atty

Executed the within

by serving copy thereof on
Jimmy Caton as
Vice president Caton Trans. Co.
and was such when so served.
This 27 day of Nov 1962
Memphis Sheriff
H. L. Blair D. S.
Covington County, Alabama.

DRAWBRIDGE RESTAURANT,
INC., a Corporation

PLAINTIFF

VS.

CATON TRANSFER COMPANY,
INC., a Corporation

DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

Now comes the defendant and demurs to the plaintiff's complaint,
assigning separately and severally the following grounds in support of this
demurrer:

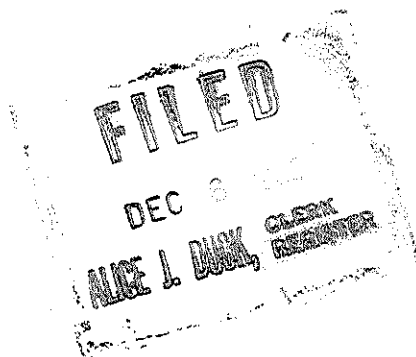
1. Said complaint states no cause of action.
2. Said complaint does not aver that the property is in possession
of the plaintiff.
3. For aught that appears the property has never been delivered to
the plaintiff.
4. Said complaint shows no violation of any duty owed by this
defendant to the plaintiff.

PRESTWOOD & PRESTWOOD

By

James M. Prestwood
Attorneys for Defendant
Andalusia, Alabama

Copy furnished Hon. J. B. Blackburn
Attorney At Law
Bay Minette, Alabama



DRAWBRIDGE RESTAURANT, INC.,	*	IN THE CIRCUIT COURT OF
a Corporation,	*	
	*	BALDWIN COUNTY, ALABAMA
PLAINTIFF	*	
	*	AT LAW
VS.	*	
	*	
CATON TRANSFER COMPANY,	*	
INC., A Corporation,	*	
	*	
DEFENDANT	*	

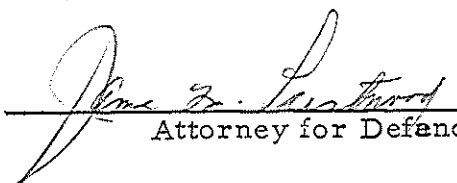
Now comes the Defendant and for answer to the Complaint of the Plaintiff says as follows:

PLEA ONE:

Not guilty.

PLEA TWO:

That the Plaintiff accepted delivery of the gas stove on the condition that this Defendant would re-imburse the Plaintiff for the cost of repairing the stove and that the Defendant did agree to pay the cost of reasonable repair of the stove. That the Plaintiff thereafter, did not have the gas stove repaired but proceeded to use the same in its damaged condition. That shortly after the Plaintiff had been using the stove, contrary to the agreement with this Defendant, the Plaintiff's building in which the stove was located was partly or wholly destroyed by fire. That this Defendant was ready, willing and able to comply with the terms of its agreement with the Plaintiff relative to the reasonable repairs to this stove but that the Plaintiff violated such agreement as aforesaid, and is now estopped from claiming damages for any amount from this Defendant.


Attorney for Defendant

Copy furnished Hon. J. B. Blackburn
Attorney at Law
Bay Minette, Alabama

