

JONES FLOOR COVERING, INC., a
corporation,

PLAINTIFF

VS

LOUIS DICHIARE, Individually,
and doing business as
BEACHCOMBER MOTEL

DEFENDANT

IN THE CIRUCIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW, NO. 5446

ANSWER

Comes now the defendant in the above styled cause, and for answer to the complaint heretofore filed and to each count thereof, separately and severally, interposes the following separate and several pleas thereto:

ONE

Not guilty.

TWO

The material allegations thereof are untrue.

THREE

The debt, for the recovery of which this suit was brought, was paid in full before the action was commenced.

FOUR

There was no consideration for the alleged debt which is the basis of this suit.

FIVE

That plaintiff, prior to the sale of the alleged merchandise, goods and chattels, visited the defendant at his place of business, whereupon defendant informed plaintiff of his need to purchase masonite shower boards and glue to refinish shower stalls in defendant's motel rooms; that plaintiff made up the order for defendant, and warranted to defendant that if the said shower boards were installed and glued according to the directions of plaintiff, the shower boards would constitute a neat, permanent refinishing of said shower stalls; that defendant in reliance on plaintiff's warranty ordered said shower boards and glue and installed same in accordance with plaintiff's directions; that said glue was defective and would not bind said boards to said shower stalls after said installation; that defendant made numerous complaints to plaintiff about said defective material; that

plaintiff continuously assured defendant it would correct the defects, and thereby induced defendant to make periodic payments on said account; that defendant thereupon offered to return said goods to plaintiff.

Wherefore, defendant claims of the plaintiff the sum of Four Hundred and NO/100 Dollars (\$400.00), the part of the purchase price heretofore paid the plaintiff by the defendant, for the recovery of which defendant is entitled on account of plaintiff's breach of warranty, as aforesaid.


Attorney for Defendant

2444
I hereby certify that a copy of this answer has been mailed, postage prepaid, to John Earle Chason, Attorney for Plaintiff, this 5th day of September 1963.


Attorney for Defendant

FILED

SEP. 6 1963

MALE I. DUK, CLERK
REGISTER

STATE OF ALABAMA

IN THE CIRCUIT COURT - LAW SIDE

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Louis Dichiare, Individually and doing business as Beachcomber Motel to appear within thirty days from the service of this Writ in the Circuit Court to be held for said County at the place of holding same, then and there to answer the complaint of Jones Floor Covering, Inc. a Corporation.

Witness my hand this 29 day of January, 1963.

Cliff J. Duck
Clerk

JONES FLOOR COVERING, INC., a Corporation,	Y	IN THE CIRCUIT COURT OF
Plaintiff,	Y	
vs.	Y	BALDWIN COUNTY, ALABAMA
LOUIS DICHIARE, Individually and doing business as Beach- comber Motel,	Y	AT LAW
Defendant.	Y	

COUNT ONE:

The Plaintiff claims of the Defendant One Hundred Eighty Five and 08/100 Dollars (\$185.08) due from him by account on the 4th day of March, 1962, which sum of money with the interest thereon, is still unpaid.

COUNT TWO:

The Plaintiff claims of the Defendant the sum of One Hundred Eighty Five and 08/100 Dollars (\$185.08) for merchandise, goods and chattels sold by the Plaintiff to the Defendant from, to-wit: February 27, 1962, until March 4, 1962, which sum of money, together with the interest thereon is still unpaid.

CHASON & STONE

By: John Earle Chason
Attorneys for Plaintiff

There is attached hereto an itemized and verified statement of the account herein sued upon.

Ex-241-63

Jones Floor Covering, Inc.

"BEACHCOMBER MOTEL
c/o Mr. Dichiare
Gulf Shores, Alabama

Date	Invoice Number	Charge	Paid	Balance
2/27/62	16737 D.O.	465.56		465.56
3/4 /62	16787 D.O.	163.52		629.08
3/4 /62	C.M. 16800		44.00	585.08
4/23/62	17488		100.00	485.08
7/11/62	18492		300.00	185.08"

posted

Exp-2-1-62

FILED
JAN 29 1963
ALICE L. DICK, CLERK
REGISTER

STATE OF FLORIDA

COUNTY OF ESCAMBIA

AFFIDAVIT

BEFORE ME, the undersigned authority, a Notary Public in and for said State and County, personally appeared R. L. JONES, known to me, who being duly sworn, upon his oath stated that he is President of Jones Floor Covering, Inc., a corporation, and as such he makes this affidavit: That he is familiar with the books and business of Jones Floor Covering, Inc., that the attached account against Beachcomber Motel is just and correct within the knowledge of this affiant; that he has authority to make this affidavit, that he has personal knowledge of the matters contained herein and in said attached account, that the charges thereon stated in composing said account were charged thereto at the special instance and request of the debtor, that credit has been duly given for all payments in just and lawful set-offs to which said account is entitled, and that the balance thereof amounting to the sum of ONE HUNDRED EIGHTY-FIVE AND 08/100 DOLLARS (\$185.08), with interest thereon, is justly due and remains unpaid.

R. L. Jones
Affiant

SWORN AND SUBSCRIBED TO before me

this 22nd day of January, 1963.

Hazel Kirby
Notary Public,
Escambia County, Florida

My Commission Expires March 31, 1965

FILED

JAN 29 1963

ALICE J. DUCK, CLERK
REGISTER

JONES FLOOR COVERING, INC., a
Corporation,

Plaintiff,

vs.

LOUIS DICHIARE, Individually and
doing business as, Beachcomber
Motel, Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

Summons and Complaint

We the jury find
for the plaintiff, Jones
Floor Covering Inc.
and direct the defendant
Louis Dichiare to pay
said Corp. the amount
of one hundred eighty
five dollar and 85 cents
plus interest from date
du. William B. Bell
Lawson

CHASON & STONE
Attorneys at law
Bay Minette, Alabama

Received 29 day of Jan. 1963

and on 1 day of Feb. 1963

I served a copy of the within D & C

on

By service on Louis Dichiare

TAYLOR WILKINS, Sheriff

By Sheriff Taylor Wilkins

Greg Shores

Sheriff claims 100 miles at

Ten Cents per mile Total \$ 10.00

TAYLOR WILKINS, Sheriff

BY

DEPUTY SHERIFF

JONES FLOOR COVERING, INC.,
a corporation

PLAINTIFF

VS

LOUIS DICHIARA, individually, and
d/b/a BEACHCOMBER MOTEL

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW, no. 5446

MOTION TO DISMISS

Comes now the defendant, in the above cause, and, by his attorney, moves to dismiss the complaint heretofore filed, and as grounds therefore assigns the following:

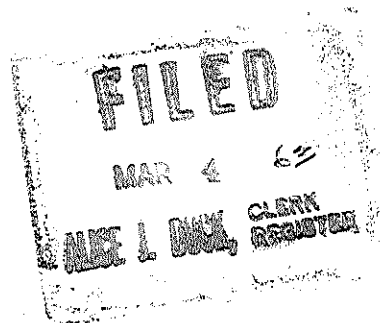
That plaintiff, a non-resident corporation, has failed to give security for costs as required by Title 11, Section 59, Code of Alabama, 1940.

James A. Brin
Attorney for Defendant

DEMAND FOR TRIAL BY JURY

The defendant demands trial by jury.

James A. Brin
Attorney for defendant



JONES FLOOR COVERING, INC.,
A Corporation,

Plaintiff,

vs.

LOUIS DICHIARE, Individually
and doing business as Beach-
comber Motel,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 5446

SECURITY FOR COSTS

Come now Chason & Stone, attorneys for the Plaintiff in the
above styled cause and acknowledge themselves as security for the
costs in this cause.

CHASON & STONE

By:

John Earle Chason

FILED

APR 17 1963

ALICE L. DUCK, CLERK
REGISTER