

CECIL G. CHASON
ATTORNEY-AT-LAW
FOLEY, ALABAMA

June 15, 1968

5602

Mrs. Alice J. Duck
Clerk of Court
Bay Minette, Alabama

Dear Mrs. Duck:

I am enclosing summons and complaint in the case of Gatlin Lumber Company, Inc., a corporation vs C. E. Totsch, doing business as Totsch's Boat Works. The Defendant resides in Bon Secour, Alabama.

Yours very truly,


C. G. Shason

CGC:dc

Encl.

CECIL G. CHASON

ATTORNEY-AT-LAW
FOLEY, ALABAMA

April 8, 1965

Mrs. Alice J. Duck
Clerk of Court
Bay Minette, Alabama

Dear Mrs. Duck: Re: Gatlin Lumber Company, Inc. vs.
Chester E. Totsch, doing business
as Totsch Boat Works

I am enclosing herewith Demurrer to Plea in the above
styled cause, a copy of which has been sent to Richard C.
Lacey, Attorney for Defendant.

Yours very truly,



C. G. Chason

CGC:dc

Encl. 1

CECIL G. CHASON
ATTORNEY-AT-LAW
FOLEY, ALABAMA

November 15, 1963

Mrs. Alice J. Duck

Clerk of Court
Bay Minette, Alabama

Dear Mrs. Duck:

I am enclosing herewith Demurrer to the Answer of the Defendant in the case of Gatlin Lumber Company vs C. E. Totsch, Case # 5602, at Law, a copy of which is being mailed this day to Richard C. Lacey, Attorney for the Defendant.

Yours very truly,

A handwritten signature in dark ink, appearing to read 'C. G. Chason', with a stylized, cursive flourish.

C. G. Chason

CGC:dc

cc: Hon. Richard C. Lacey
Attorney at Law
Fairhope, Alabama

CECIL G. CHASON

ATTORNEY-AT-LAW
FOLEY, ALABAMA

February 24, 1964

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

Dear Judge Hall: Re: Gatlin Lbr. Co vs Totsch

I am this day sending to Mrs. Duck with a copy to Mr. Lacey, a demurrer to his answer. We have tentatively set 2 P. M. on Friday 28, 1964 as a time for argument so we can get the case ready for trial March 10, 1964.

In the event you will not be in Friday afternoon, please let me know.

Yours very truly,


C. G. Chason

CGC:dc

JOHN V. DUCK
RICHARD C. LACEY
ATTORNEYS AT LAW
FAIRHOPE, ALABAMA

April 7, 1964

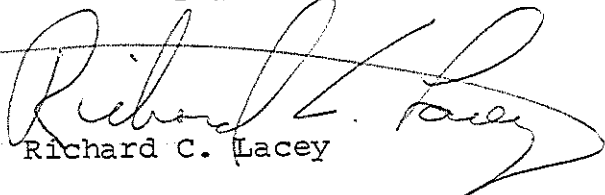
Mrs. Alice J. Duck
Clerk of Circuit Court
Bay Minette, Alabama

RE: Gatlin Lumber Company, Inc.
VS.
Chester E. Totsch

Dear Mrs. Duck:

Enclosed herewith is an amended answer in the Gatlin Lumber Company VS. Totsch case. I am notifying Mr. Chason of my amended answer by copy of this letter.

Sincerely yours,


Richard C. Lacey

Encl.

cc-Mr. Cecil Chason

RCL:W

STATE OF ALABAMA)
BALDWIN COUNTY) IN THE CIRCUIT COURT . . . LAW SIDE

TO ANY SHERIFF OF THE STATE OF ALABAMA:-

You are hereby commanded to summon C. E. TOTSCH to appear within thirty (30) 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 GATLIN LUMBER COMPANY, INC., a corporation.

WITNESS my hand this the 18 day of June, 1963.

Alice J. Duck
Clerk

GATLIN LUMBER COMPANY, INC.,
a corporation,
Plaintiff
VS
C. E. TOTSCH, doing business
as TOTSCH'S BOAT WORKS,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
LAW SIDE

562

COUNT 1

The Plaintiff claims of the Defendant, ONE THOUSAND TWO HUNDRED SIXTY-NINE AND 74/100 DOLLARS (\$1,269.74) due from him for merchandise, goods and chattels sold by the Plaintiff to the Defendant, on to-wit, in July, August, September, October, November of 1962, the last item of account being November 23, 1962, which sum of money, with the interest thereon is still unpaid.

E. E. Pearson
Attorney for Plaintiff

EX-6-20-63

FILED
JUN 18 1963
ALICE J. DUCK, CLERK
REGISTER

Received 17 day of June 1963
and on 20 day of June 1963
served a copy of the within A+C
C. E. Totsch
by service on _____

TAYLOR WILKINS, Sheriff

By Charles Children

Sheriff claims 86 miles at
Ten Cents per mile Total \$ 8.60
TAYLOR WILKINS, Sheriff
BY Charles Children
DEPUTY SHERIFF

5602
SUMMONS AND COMPLAINT

GATLIN LUMBER COMPANY, INC.,
a corporation,

Plaintiff

VS

C. E. TOTSCH, doing business
as TOTSCH'S BOAT WORKS,

Defendant.

Don Secour

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

LAW SIDE

FILED

JUN 18 1963

ALICE J. DUCK, CLERK
REGISTER

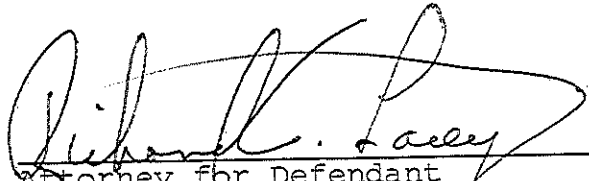
CECIL G. CHASON
ATTORNEY AT LAW
FOLEY, ALABAMA

GATLIN LUMBER COMPANY, INC.,)	
a corporation,)	
PLAINTIFF)	IN THE CIRCUIT COURT OF
VS:)	BALDWIN COUNTY, ALABAMA
C. E. TOTSCH, doing business)	AT LAW
as TOTSCH'S BOAT WORKS,)	CASE NO. 5605
DEFENDANT)	5602

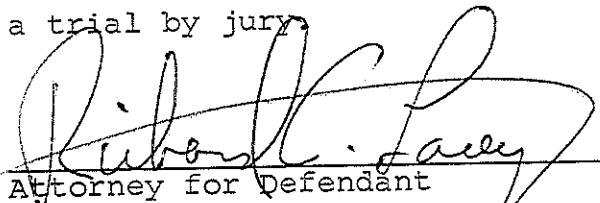
DEMURRER

Comes now the Defendant in the above styled cause and demurs to the Bill of Complaint heretofore filed herein and shows unto Your Honor as follows:

1. That for ought that appears from said Complaint, the Defendant purchased goods from Plaintiff on, to-wit: November 23, 1963, which said date has not occurred.
2. That said Bill does not state a cause of action.
3. That said Bill fails to allege that said merchandise, goods and chattels were delivered by the Plaintiff to the Defendant.
4. That said Bill does not allege with certainty when said merchandise, goods and chattels were sold by Plaintiff to the Defendant.


Attorney for Defendant

Defendant respectfully demands
a trial by jury.


Attorney for Defendant

FILED
JUL 17 1963
ALICE J. DUCK, CLERK
REGISTER

GATLIN LUMBER COMPANY, INC.,
A corporation,
Plaintiff

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

VS.

AT LAW

C. E. TOTSCH, doing business
as Totsch Boat Works,

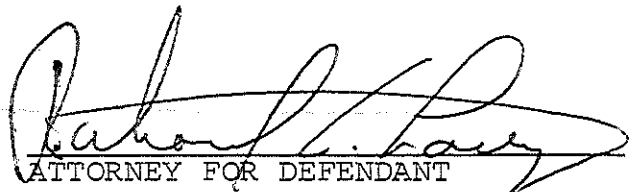
CASE NO. 5602

Defendant.

Now comes the defendant and for answer to the complaint
in this cause heretofore filed pleads, in short by consent, as
follows:

To Count One of the complaint:

1. Not guilty
2. Setoff in the amount of NINE THOUSAND EIGHT
HUNDRED ONE AND 64/100 DOLLARS (\$9,801.64)
3. Counterclaim in the amount of NINE THOUSAND
EIGHT HUNDRED ONE AND 64/100 DOLLARS (\$9,801.64)


ATTORNEY FOR DEFENDANT

FILED

SEP 9 1962

ALICE J. DUCK, CLERK
REGISTER

GATLIN LUMBER COMPANY, INC.,)
a corporation,)

Plaintiff,)

VS)

C. E. TOTSCH, doing business)
as Totsch Boat Works,)

Defendant.)

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 5602

Comes the Plaintiff in the above styled cause and demurs to the Answer and Counter Claim of the Respondent heretofore filed therein and to each count thereof separately and severally and as grounds therefor shows separately and severally the following:

1. That no consent has been given by the Plaintiff for the Defendant to plead in short.
2. That the Answer of the Defendant is vague, indefinite and uncertain.
3. That Paragraph Two of the Answer does not state a cause of action.
4. That Paragraph Three of the Answer does not state a cause of action.



Attorney for Plaintiff

FILED

NOV 16 1963

ALICE I. DUCK, CLERK
REGISTER

GATLIN LUMBER COMPANY, INC.,)
 A Corporation,)
 Plaintiff,)
 VS.)
 CHESTER E. TOTSCH, doing business)
 as Totsch Boat Works,)
 Defendant)

IN THE CIRCUIT COURT OF
 BALDWIN COUNTY, ALABAMA
 AT LAW

CASE NO. 5607

NOW comes the Defendant and amends his answer heretofore
 filed to the complaint heretofore filed, as follows:

To Count One of the Complaint:

1. The Defendant for answer to said Complaint saith that
 he is not guilty of the matters alleged therein.

2. The Defendant, as a defense to the action of the Plain-
 tiff, saith that at the time said action was commenced, the Plain-
 tiff was indebted to him in the sum of Nine Thousand Eight Hundred
 One and 64/100 Dollars (\$9801.64) as damages for the breach of a
 Parol Contract entered into by the Plaintiff and Defendant during
 the Month of July, 1962, in substance as follows:

1. That Defendant and Plaintiff would construct two (2)
 fishing vessels as a joint adventure.

2. That Defendant would re-tool and expand his facilities
 located on the Bon Secour River, Baldwin County, Alabama, to an
 extent that would be adequate to construct the said fishing vessels.

3. That the Defendant would purchase all of his lumber
 and building materials for the expansion of Defendant's facilities
 from Plaintiff.

4. That the Defendant would pay the Plaintiff for lumber
 and building materials purchased from the Plaintiff from the net
 profits realized from the construction of the said fishing vessels.

5. That the Plaintiff would finance the construction of
 the said fishing vessels by the Defendant, including the cost of
 all labor and materials.

6. That all building materials used by the Defendant in
 the construction of said fishing vessels would be purchased from
 Plaintiff.

7. That Defendant would construct the vessels at shipyard facilities owned by the Defendant on the Bon Secour River, Baldwin County, Alabama.

8. That expected profits realized from the sale of the vessels after the construction would be divided one-half to Defendant and one-half to Plaintiff.

9. That Defendant would have complete charge of the construction of said fishing vessels, including purchasing materials and employing workman.

And the Defendant says that, although he has complied with all the provisions of said parol contract, the Plaintiff has failed to comply with the following provisions thereof, viz:

The Plaintiff has refused to furnish Defendant with materials and money for labor to construct two (2) fishing vessels at ship yard facilities owned by the Defendant on the Bon Secour River, Baldwin County, Alabama, in accordance with the parol contract entered into by the Defendant and Plaintiff as aforesaid, and the Defendant, relying on said parol contract has expanded his ship yard facilities by expending Three Thousand Four Hundred Dollars (\$3400.00) for materials and labor in said expansion all to his damage as aforesaid.

10. That Defendant and Plaintiff would construct two (2) fishing vessels as a joint adventure.

11. That Defendant would re-tool and expand his facilities located on the Bon Secour River, Baldwin County, Alabama, to an extent that would be adequate to construct the said fishing vessels.

12. That the Defendant would purchase all of his lumber and building materials for the expansion of Defendant's facilities from Plaintiff.

13. That the Defendant would pay the Plaintiff for lumber and building materials purchased from the Plaintiff from the net profits realized from the construction of the said fishing vessels.

14. That the Plaintiff would finance the construction of the said fishing vessels by the Defendant, including the cost of all labor and materials.

15. That all building materials used by the Defendant in the construction of said fishing vessels would be purchased from Plaintiff.

16. That Defendant would construct the vessels at shipyard facilities owned by the Defendant on the Bon Secour River, Baldwin County, Alabama.

17. That expected profits realized from the sale of the vessels after the construction would be divided one-half to Defendant and one-half to Plaintiff.

18. That Defendant would have complete charge of the construction of said fishing vessels, including purchasing materials and employing workmen.

And the Defendant says that, although he has complied with all the provisions of said parol contract, the Plaintiff has failed to comply with the following provisions thereof, viz:

The Plaintiff has refused to furnish Defendant with materials and money for labor to construct two (2) fishing vessels at ship yard facilities owned by the Defendant on the Bon Secour River, Baldwin County, Alabama, in accordance with the parol contract entered into by the Defendant and Plaintiff as aforesaid, from which the expected minimum profit from the sale of said vessels would be Three Thousand Six Hundred Dollars (\$3600.00) for each vessel resulting in Plaintiff's losing one-half of the profit for each fishing vessel or a total of Three Thousand Six Hundred Dollars (\$3600.00), to his damage as aforesaid.

19. That Defendant and Plaintiff would construct two (2) fishing vessels as a joint adventure.

20. That Defendant would re-tool and expand his facilities located on the Bon Secour River, Baldwin County, Alabama, to an extent that would be adequate to construct the said fishing vessels.

21. That the Defendant would purchase all of his lumber and building materials for the expansion of Defendant's facilities from Plaintiff.

22. That the Defendant would pay the Plaintiff for lumber and building materials purchased from the Plaintiff from the net profits realized from the construction of the said fishing vessels.

23. That the Plaintiff would finance the construction of the said fishing vessels by the Defendant, including the cost of all labor and materials.

24. That all building materials used by the Defendant in the construction of said fishing vessels would be purchased from Plaintiff.

25. That Defendant would construct the vessels at shipyard facilities owned by the Defendant on the Bon Secour River, Baldwin County, Alabama.

26. That expected profits realized from the sale of the vessels after the construction would be divided one-half to Defendant and one-half to Plaintiff.

27. That Defendant would have complete charge of the construction of said fishing vessels, including purchasing materials and employing workmen.

And the Defendant says that, although he has complied with all the provisions of said parol contract, the Plaintiff has failed to comply with the following provisions thereof, viz:

The Plaintiff has refused to furnish Defendant with materials and money for labor to construct two (2) fishing vessels at ship yard facilities owned by the Defendant on the Bon Secour River, Baldwin County, Alabama, in accordance with the parol contract entered into by the Defendant and Plaintiff, as aforesaid, in reliance upon which and acting in the expectation of constructing the two (2) fishing vessels, the Defendant refused one contract to build a vessel and two (2) vessels repair jobs which would have resulted in a net profit of Two Thousand Dollars (\$2000.00) to the Defendant all to his damage as aforesaid:

28. That Defendant and Plaintiff would construct two (2) fishing vessels as a joint adventure.

29. That Defendant would re-tool and expand his facilities located on the Bon Secour River, Baldwin County, Alabama, to an extent that would be adequate to construct the said fishing vessels.

30. That Defendant would purchase all of his lumber and building materials for the expansion of Defendant's facilities from Plaintiff.

31. That the Defendant would pay the Plaintiff for lumber and building materials purchased from the Plaintiff from the net profits realized from the construction of the said fishing vessels.

32. That the Plaintiff would finance the construction of the said fishing vessels by the Defendant, including the cost of all labor and materials.

33. That all building materials used by the Defendant in the construction of said fishing vessels would be purchased from Plaintiff.

34. That Defendant would construct the vessels at shipyard facilities owned by the Defendant on the Bon Secour River, Baldwin County, Alabama.

35. That expected profits realized from the sale of the vessels after the construction would be divided one-half to Defendant and one-half to Plaintiff.

36. That Defendant would have complete charge of the construction of said fishing vessels, including purchasing materials and employing workmen.

And the Defendant says that, although he has complied with all the provisions of said parol contract, the Plaintiff has failed to comply with the following provisions thereof, viz:

The Plaintiff has refused to furnish Defendant with materials and money for labor to construct two (2) fishing vessels at ship yard facilities owned by the Defendant on the Bon Secour River, Baldwin County, Alabama, in accordance with the parol contract entered into by the Defendant and Plaintiff, as aforesaid for that the Defendant purchased a stern bearing and a stuffing box for one of the vessels to be constructed and expended many hours of labor lofting plans for the construction of the vessels to a total cost of Eight Hundred One and 64/100 Dollars (\$801.64), all to his damage as aforesaid, to all of which he hereby offers to set off against the demand of the Plaintiff, and he claims judgments for the excess, Eight Thousand Five Hundred Thirty-One and 90/100 Dollars (\$8531.90).

The Defendant having fully answered the Bill of Complaint heretofore filed by the Plaintiff, the Defendant hereby files his counter-claim of the Plaintiff in the amount of Nine Thousand Eight Hundred One and 64/100 Dollars (\$9801.64) damages for the breach of parol contract entered into by the Defendant and the Plaintiff during the Month of July, 1962, in substance as follows:

COUNT ONE:

The Defendant counter-claims of the Plaintiff Three Thousand Four Hundred and No/100 Dollars (\$3400.00), damages for the breach of a Parol Contract entered into by the Defendant and Plaintiff during the Month of July, 1962, in substance as follows:

1. That Defendant and Plaintiff would construct two (2) fishing vessels as a joint adventure.
2. That Defendant would re-tool and expand his facilities located on the Bon Secour River, Baldwin County, Alabama, to an extent that would be adequate to construct the said fishing vessels.
3. That the Defendant would purchase all of his lumber and building materials for the expansion of Defendant's facilities from Plaintiff.
4. That the Defendant would pay the Plaintiff for lumber and building materials purchased from the Plaintiff from the net profits realized from the construction of the said fishing vessels.
5. That the Plaintiff would finance the construction of the said fishing vessels by the Defendant, including the cost of all labor and materials.
6. That all building materials used by the Defendant in the construction of said fishing vessels would be purchased from Defendants.
7. That Defendant would construct the vessels at shipyard facilities owned by the Defendant on the Bon Secour River, Baldwin County, Alabama.
8. That expected profits realized from the sale of the vessels after the construction would be divided one-half to Defendant and one-half to Plaintiff.
9. That Defendant would have complete charge of the construction of said fishing vessels, including purchasing materials

and employing workmen.

And the Defendant says that, although he has complied with all the provisions of said parol contract, the Plaintiff has failed to comply with the following provisions thereof, viz:

The Plaintiff has refused to furnish Defendant with materials and money for labor to construct two (2) fishing vessels at ship yard facilities owned by the Defendant on the Bon Secour River, Baldwin County, Alabama, in accordance with the parol contract entered into by the Defendant and Plaintiff as aforesaid, and the Defendant, relying on said parol contract has expanded his ship yard facilities by expending Three Thousand Four Hundred Dollars (\$3400.00) for materials and labor in said expansion all to his damage as aforesaid.

COUNT TWO:

The Defendant claims of the Plaintiff Three Thousand Six Hundred and No/100 Dollars (\$3600.00), damages for the breach of a Parol Contract entered into by the Defendant and Plaintiff during the Month of July, 1962, in substance as follows:

1. That Defendant and Plaintiff would construct two (2) fishing vessels as a joint adventure.
2. That Defendant would re-tool and expand his facilities located on the Bon Secour River, Baldwin County, Alabama, to an extent that would be adequate to construct the said fishing vessels.
3. That the Defendant would purchase all of his lumber and building materials for the expansion of Defendant's facilities from Plaintiff.
4. That the Defendant would pay the Plaintiff for lumber and building materials purchased from the Plaintiff from the net profits realized from the construction of the said fishing vessels.
5. That the Plaintiff would finance the construction of the said fishing vessels by the Defendant, including the cost of all labor and materials.
6. That all building materials used by the Defendant in the construction of said fishing vessels would be purchased from Plaintiff.

7. That Defendant would construct the vessels at shipyard facilities owned by the Defendant on the Bon Secour River, Baldwin County, Alabama.

8. That expected profits realized from the sale of the vessels after the construction would be divided one-half to Defendant and one-half to Plaintiff.

9. That Defendant would have complete charge of the construction of said fishing vessels, including purchasing materials and employing workmen.

And the Defendant says that, although he has complied with all the provisions of said parol contract, the Plaintiff has failed to comply with the following provisions thereof, viz:

The Plaintiff has refused to furnish Defendant with materials and money for labor to construct two (2) fishing vessels at shipyard facilities owned by the Defendant on the Bon Secour River, Baldwin County, Alabama, in accordance with the parol contract entered into by the Defendant and Plaintiff as aforesaid, from which the expected minimum profit from the sale of said vessels would be Three Thousand Six Hundred Dollars (\$3600.00) for each vessel resulting in Defendant's losing one-half of the profit for each fishing vessel or a total of Three Thousand Six Hundred Dollars (\$3600.00), to his damage as aforesaid.

COUNT THREE

The Defendant claims of the Plaintiff Two Thousand Dollars (\$2000.00), damages for the breach of a Parol Contract entered into by the Defendant and Plaintiff during the Month of July, 1962, in substance as follows:

1. That Defendant and Plaintiff would construct two (2) fishing vessels as a joint adventure.

2. That Defendant would re-tool and expand his facilities located on the Bon Secour River, Baldwin County, Alabama, to an extent that would be adequate to construct the said fishing vessels.

3. That the Defendant would purchase all of his lumber and building materials for the expansions of Defendant's facilities from Plaintiff.

4. That the Defendant would pay the Plaintiff for lumber and building materials purchased from the Plaintiff from the net

profits realized from the construction of the said fishing vessels.

5. That the Plaintiff would finance the construction of the said fishing vessels by the Defendant, including the cost of all labor and materials.

6. That all building materials used by the Defendant in the construction of said fishing vessels would be purchased from Plaintiff.

7. That Defendant would construct the vessels at shipyard facilities owned by the Defendant on the Bon Secour River, Baldwin County, Alabama.

8. That expected profits realized from the sale of the vessels after the construction would be divided one-half to Defendant and one-half to Plaintiff.

9. That Defendant would have complete charge of the construction of said fishing vessels, including purchasing materials and employing workmen.

And the Defendant says that, although he has complied with all the provisions of said parol contract, the Plaintiff has failed to comply with the following provisions thereof, viz:

The Plaintiff has refused to furnish Defendant with materials and money for labor to construct two (2) fishing vessels at ship yard facilities owned by the Defendant on the Bon Secour River, Baldwin County, Alabama, in accordance with the parol contract entered into by the Defendant and Plaintiff, as aforesaid, in reliance upon which and acting in the expectation of constructing the two (2) fishing vessels, the Defendant refused one contract to build a vessel and two (2) vessels repair jobs which would have resulted in a net profit of Two Thousand Dollars (\$2000.00) to the Defendant all to his damage as aforesaid:

COUNT FOUR

The Defendant claims of the Plaintiff Eight Hundred and One and 64/100 Dollars (\$801.64), damages for the breach of a Parol Contract entered into by the Defendant and Plaintiff during the Month of July, 1962, in substance as follows:

1. That Defendant and Plaintiff would construct two (2) fishing vessels as a joint adventure.

2. That Defendant would re-tool and expand his facilities located on the Bon Secour River, Baldwin County, Alabama, to an extent that would be adequate to construct the said fishing vessels.

3. That the Defendant would purchase all of his lumber and building materials for the expansion of Defendant's facilities from Plaintiff.

4. That the Defendant would pay the Plaintiff for lumber and building materials purchased from the Plaintiff from the net profits realized from the construction of the said fishing vessels.

5. That the Plaintiff would finance the construction of the said fishing vessels by the Defendant, including the cost of all labor and materials.

6. That all building materials used by the Defendant in the construction of said fishing vessels would be purchased from Plaintiff.

7. That Defendant would construct the vessels at ship yard facilities owned by the Defendant on the Bon Secour River, Baldwin County, Alabama.

8. That expected profits realized from the sale of the vessels after the construction would be divided one-half to Defendant and one-half to Plaintiff.

9. That Defendant would have complete charge of the construction of said fishing vessels, including purchasing materials and employing workmen.

And the Defendant says that, although he has complied with all the provisions of said parol contract, the Plaintiff has failed to comply with the following provisions thereof, viz:

The Plaintiff has refused to furnish Defendant with materials and money for labor to construct two (2) fishing vessels at ship yard facilities owned by the Defendant on the Bon Secour River, Baldwin County, Alabama, in accordance with the parol contract entered into by the Defendant and Plaintiff, as aforesaid for that the Defendant purchased a stern bearing and a stuffing box for one of the vessels to be constructed and expended many hours of labor

lofting plans for the construction of the vessels to a total cost of Eight Hundred and One and 64/100 Dollars (\$801.64), all to his damage as aforesaid.

DUCK AND LACEY

BY

Robert C. Lacey
Attorney for Defendant

FILED

FEB 18 1934

ALICE I. DUCK, CLERK
REGISTER

GATLIN LUMBER COMPANY, INC.,
A Corporation,

Plaintiff,

VS.

CHESTER E. TOTSCH, doing business as
Totsch Boat Works,

Defendant

) IN THE CIRCUIT COURT OF
)
) BALDWIN COUNTY, ALABAMA

) AT LAW

) CASE NO. 5602
)
)
)

NOW comes the Defendant and amends his answer heretofore
filed to the complaint heretofore filed, as follows:

To Count One of the Complaint:

1. The Defendant for answer to said Complaint saith that
he is not guilty of the matters alleged therein.

2. The Defendant, as a defense to the action of the Plain-
tiff, saith that at the time said action was commenced, the Plain-
tiff was indebted to him in the sum of NINE THOUSAND EIGHT HUNDRED
ONE AND 64/100 DOLLARS (\$9801.64) as damages for the breach of a
Parol Contract entered into by the Plaintiff and Defendant during
the Month of July, 1962, in substance as follows:

1. That Defendant and Plaintiff would construct two (2)
fishing vessels as a joint adventure.

2. That Defendant would re-tool and expand his facilities
located on the Bon Secour River, Baldwin County, Alabama, to an ex-
tent that would be adequate to construct the said fishing vessels.

3. That the Defendant would purchase all of his lumber
and building materials for the expansion of Defendant's facilities
from Plaintiff.

4. That the Defendant would pay the Plaintiff for lumber
and building materials purchased from the Plaintiff from the net
profits realized from the construction of the said fishing vessels.

5. That the Plaintiff would finance the construction of
the said fishing vessels by the Defendant, including the cost of
all labor and materials.

6. That all building materials used by the Defendant in
the construction of said fishing vessels would be purchased from
Plaintiff.

7. That Defendant would construct the vessels at shipyard facilities owned by the Defendant on the Bon Secour River, Baldwin County, Alabama.

8. That expected profits realized from the sale of the vessels after the construction would be divided one-half to Defendant and one-half to Plaintiff.

9. That Defendant would have complete charge of the construction of said fishing vessels, including purchasing materials and employing workmen.

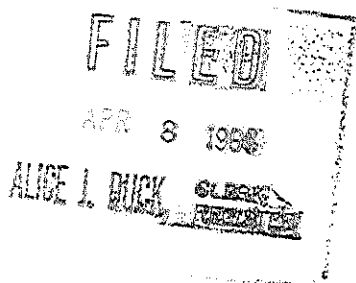
And the Defendant says that, although he has complied with all the provisions of the said parol contract, the Plaintiff has failed to comply with the following provisions thereof, viz:

The Plaintiff has refused to furnish Defendant with materials and money for labor to construct two (2) fishing vessels at shipyard facilities owned by the Defendant on the Bon Secour River, Baldwin County, Alabama, in accordance with the parol contract entered into by the Defendant and Plaintiff as aforesaid, and the Defendant, relying on said parol contract has expanded his shipyard facilities by expending THREE THOUSAND FOUR HUNDRED DOLLARS AND NO/100 (\$3400.00) for materials and labor; and the Defendant in relying on such parol contract did not receive expected profits from the sale of said vessels in the amount of THIRTY-SIX HUNDRED DOLLARS (\$3600.00); and the Defendant lost a net profit of TWO THOUSAND DOLLARS (\$2000.00) for the repair two (2) vessels and a contract to construct one (1) vessel; and the Defendant expended money and labor in the amount of EIGHT HUNDRED ONE AND 64/100 DOLLARS (\$801.64) in the purchase of a stern bearing and stuffing box for one of the vessels and labor expending at lofting plans for the construction of the vessels, all to his damage as aforesaid, to all of which he hereby offers to set off against the demand of the Plaintiff and he claims judgments for the excess in the amount of EIGHT THOUSAND THIRTY-ONE AND 90/100 DOLLARS (\$8031.90).

DUCK AND LACEY

BY

Richard Lacey
Attorney for the Defendant

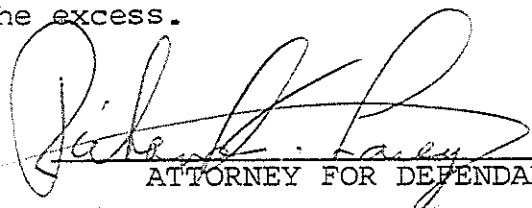


GATLIN LUMBER COMPANY, INC.,)
A Corporation,)
Plaintiff,)
VS.)
CHESTER E. TOTSCH, doing busi-)
ness as Totsch Boat Works,)
Defendant)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW
CASE NO. 5602

Comes the Defendant in the above styled cause and amends his answer heretofore filed to the Bill of Complaint heretofore filed therein, and states that the allegations of the Complaint are untrue.

For further answer the Defendant, Chester E. Totsch, doing business as Totsch Boat Works, shows the Plaintiff is indebted to him in the sum of Nine Thousand Eight Hundred One and 64/100 Dollars (\$9801.64) as damages for the breach of a parol contract entered into by the Plaintiff and Defendant during the Month of July, 1962, in which Defendant would construct two (2) fishing vessels as a joint adventure with Plaintiff furnishing the money with which to build said vessels and in reliance upon said parol contract, Defendant expended large sums of money in expanding his boat-yard facilities, expended many hours of labor lofting plans for said fishing vessels; and Defendant, in reliance upon said parol contract, turned down numerous contracts with individuals to repair and build vessels; and Plaintiff failed and refused to furnish money for the construction of said fishing vessels and as a result of the breach of said parol agreement by the Plaintiff the Defendant claims damages in the amount of Nine Thousand Eight Hundred One and 64/100 Dollars (\$9801.64) as aforesaid, which sum of money with interest thereon is still unpaid and which the Defendant hereby offers to set off against the demand of the Plaintiff, and the Defendant, Chester E. Totsch, claims judgment for the excess.

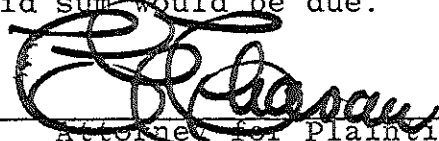

ATTORNEY FOR DEFENDANT

FILED

GATLIN LUMBER COMPANY, INC.,)	IN THE CIRCUIT COURT OF
a Corporation,)	
)	BALDWIN COUNTY, ALABAMA
Plaintiff,)	
)	AT LAW
VS.)	
)	CASE NO. _____
CHESTER E. TOTSCH, doing busi-)	
ness as Totsch Boat Works,)	
)	
Defendant)	

Comes the Plaintiff in the above styled cause and demurs to the Answer last heretofore filed in said cause and as grounds for demurrer shows separately and severally the following:

1. That there is now pending a suit filed by the Defendant concerning all matters and facts set out in Defendant's plea of set off.
2. That the plea of set off sounds in damages merely.
3. That the plea is vague and indefinite.
4. That the plea is prolix.
5. That no breach of the alleged contract on the part of the Plaintiff is shown.
6. That damage for matters beyond the scope of the alleged contract are claimed, such as expanding boatyard facilities.
7. Compliance with the terms of the alleged contract by the Defendant is not shown.
8. Offer or tender of compliance of the alleged contract on the part of the Defendant is not shown.
9. Terms of the alleged contract are not set out with sufficient certainty.
10. There is no allegation shown of what sum would be due from the Plaintiff to the Defendant under the terms of the alleged contract, or when said sum would be due.



 Attorney for Plaintiff

FILED

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