

HARRY H. SMITH,)	
)	IN THE CIRCUIT COURT OF
Plaintiff,)	BALDWIN COUNTY, ALABAMA
VS.)	AT LAW
GEORGE SPEIGNER, JR.,)	NO. 6561
doing business under the name of)	
Safe Harbor Marina,)	
Defendant.)	

MOTION TO STRIKE

Now comes the defendant, by his attorney, and moves to strike the first sentence of the last paragraph of Count 2 of the plaintiff's complaint, and as grounds of such motion assigns the following:

1. It is unnecessarily prolix.
2. It is irrelevant.
3. It is irrelevant in that the allegations in the said sentence are matters that cannot be considered in the admeasurement of damages in this case.

J. B. Blackburn
Attorney for Defendant

FILED

JUL 30 1965

ALICE L. DUCK, CLERK
REGISTER

HARRY H. SMITH

Vs.

GEORGE SPEIGNER, JR.

:

:

:

IN THE CIRCUIT COURT OF

BALDWIN COUNTY,

ALABAMA

Comes the plaintiff in the above styled cause, and
takes a non-suit.

Harry H. Smith
Attorney

HARRY H. SMITH
O'GWYNN BUILDING
MOBILE, ALABAMA 36602
June 23, 1965.

DIAL 433-5286

Mrs. Duck,
Clerk of the Circuit Court,
Bay Minette, Alabama.

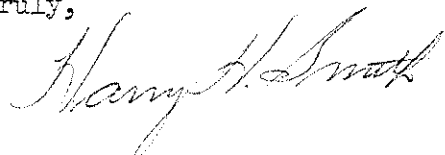
Dear Mrs. Duck:-

Enclosed are original and one carbon copy of complaint
against George Speigner, Jr., who does business in Baldwin County
under the name of Safe Harbor Marina, but who actually resides in
Tuscaloosa, Alabama.

Kindly have process forwarded to Tuscaloosa for service
on him.

I will appreciate if you will advise me when the return
of service is made.

Yours truly,



Encls.

HARRY H. SMITH
O'GWYNN BUILDING
MOBILE, ALABAMA 36602
October 25, 1965.

DIAL 433-5286

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

Dear Mrs. Duck:-

I enclose Petition for Non-Suit in the case of
Smith vs. Speigner.

Please send me statement of costs.

Yours truly,

A handwritten signature in cursive script, appearing to read "Harry H. Smith", written in dark ink.

Encl.

HARRY H. SMITH,	:	IN THE CIRCUIT COURT OF
Plaintiff,	:	
	:	BALDWIN COUNTY, ALABAMA
Vs.	:	
	:	AT LAW NO. 6561
GEORGE SPEIGNER, JR.,	:	
doing business under the name of	:	
Safe Harbor Marina,	:	
	:	
Defendant	:	

Comes the plaintiff and amends the complaint by adding Counts Nos. 4 and 5.

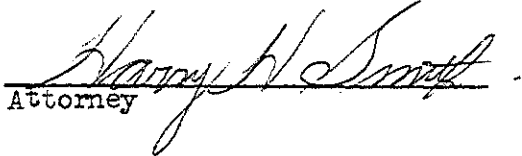
4. Plaintiff claims of the defendant the sum of \$5,000.00 (Five Thousand Dollars) damages for that, on to-wit, June 17, 1965, the defendant, acting through his duly authorized agent, agreed to sell to the plaintiff a Chris-Craft Corsair boat XL-200, which was then at the defendant's plant known as Safe Harbor Marina in Baldwin County, Alabama. Plaintiff accepted the said boat and agreed to pay the full price agreed upon, on delivery of said boat to the plaintiff which the defendant agreed to make as soon as the defendant could service it for delivery. Plaintiff was ready, able and willing to pay the full price agreed upon, on delivery of said boat. After said acceptance was concluded, plaintiff left the defendant a depth-finder which the defendant agreed to install for \$10.00 (Ten Dollars). The plaintiff further offered to pay the draft drawn by the manufacturer of the boat, covering the price of the said boat to the defendant and the cost of transportation from the factory to the defendant's plant. The following day, to-wit, June 18, 1965, defendant's duly authorized agent, Harry Crawford, advised the plaintiff that the boat would not be delivered to the plaintiff unless the plaintiff would agree to pay \$350.00 (Three Hundred Fifty Dollars) in addition to the price previously agreed upon. Plaintiff refused to pay said sum, and the boat was not delivered.

5. Plaintiff claims of the defendant the sum of \$5,000.00 (Five Thousand Dollars) damages for that, on to-wit, June 17, 1965, the defendant, acting through his duly authorized agent, agreed to sell to the plaintiff a Chris-Craft Corsair boat XL-200, which was then at the defendant's plant known as Safe Harbor Marina in Baldwin County, Alabama. Plaintiff accepted the said boat and agreed to pay the full price agreed upon, on delivery of said boat to the plaintiff which the defendant agreed to make as soon as the defendant could service it for delivery. Plaintiff was ready, able and willing to pay the full price agreed upon, on delivery of said boat.

After said acceptance was concluded, plaintiff left the defendant a depth-finder which the defendant agreed to install for \$10.00 (Ten Dollars). The plaintiff further offered to pay the draft drawn by the manufacturer of the boat, covering the price of the said boat to the defendant and the cost of transportation from the factory to the defendant's plant. The following day, to-wit, June 18, 1965, defendant's duly authorized agent, Harry Crawford, advised the plaintiff that the boat would not be delivered to the plaintiff unless the plaintiff would agree to pay \$350.00 (Three Hundred Fifty Dollars) in addition to the price previously agreed upon. Plaintiff refused to pay said sum, and the boat was not delivered.

Plaintiff alleges that he was unable to purchase a boat of the make and type agreed upon, at the time of the said breach of contract, although he made diligent efforts to secure one; that it was necessary to order a boat from the factory, and wait until the said boat was manufactured and delivered, so that the plaintiff sustained damages in being without the said boat until he was finally able to obtain a similar boat after considerable expense, trouble, and delay, during which time he was deprived of the use of the said boat, and was caused to pay an additional price for a boat and put to the expense of obtaining the same.

Plaintiff avers that he had advised the defendant of the importance of obtaining the boat which the plaintiff had accepted, because of the fact that the season for the use of the boat was rapidly advancing and the plaintiff's age was such that his time for active use of the boat was definitely limited.


Attorney

FILED
AUG 26-65
ALICE J. DICK, CLERK
REGISTER

HARRY H. SMITH

:

IN THE CIRCUIT COURT OF

Vs.

:

BALDWIN COUNTY,

GEORGE SPEIGNER, JR.

:

ALABAMA *no. 6561*

Comes the plaintiff in the above styled cause, and
takes a non-suit.

Harry H. Smith
Attorney

A copy of the foregoing has this _____ day of _____, 1965
been mailed to J. B. Blackburn of Bay Minette, Alabama.

FILED

OCT 25 1965

ALICE J. DUCK, CLERK
REGISTER

HARRY H. SMITH

vs.

GEORGE SPEIGNER, JR.,
doing business under the name of
SAFE HARBOR MARINA

In the Circuit Court of
BALDWIN COUNTY, ALABAMA

6561

1. The plaintiff claims of the defendant \$5,000.00 (Five Thousand Dollars) as damages for the breach of contract made by and between the plaintiff and the defendant on, to-wit, the 25th day of May, 1965, by the terms of which said agreement the defendant agreed to sell to the plaintiff, and the plaintiff agreed to buy from the defendant, at a definite price agreed upon by both parties, a 20-foot Chris-Craft Corsair XL-200 fibre glass boat containing certain equipment agreed upon by the parties, the said price to include transportation from the factory to the SAFE HARBOR MARINA and the state sales tax. The plaintiff alleges that he was ready at all times to accept the boat in the condition, and with the accessories agreed upon, and to pay the sum agreed upon, but the defendant, acting through his duly authorized agent, HARRY CRAWFORD, demanded an additional sum of \$350.00 (Three Hundred Fifty Dollars) over and above the price agreed upon, and gave as a reason for making said demand, that the factory had increased the price of the boat to the defendant, and a loss would be sustained if the plaintiff did not pay the additional amount. The plaintiff refused to pay the additional sum of \$350.00 (Three Hundred Fifty Dollars), advising the said HARRY CRAWFORD that his statements were not true. the said HARRY CRAWFORD then refused to sell or deliver the boat to the plaintiff.

2. The plaintiff claims the further sum of \$5,000.00 (Five Thousand Dollars) as damages for the breach of a contract, and alleges that on, to-wit, June 7, 1965, the defendant, acting through his duly authorized agent, agreed to install a forward hatch on a red and white Chris-Craft Corsair XL-200 fibre glass boat, which was then at the defendant's plant, called the SAFE HARBOR MARINA, located at Cotton Bayou, in Baldwin County, Alabama, and to sell and deliver the said boat to the plaintiff for a price then agreed upon. The plaintiff agreed to pay cash for the full amount agreed upon, upon delivery of the said boat. The plaintiff alleges that notwithstanding this valid agreement, concluded on June 17, 1965, the defendant's employee and manager of the SAFE HARBOR MARINA, HARRY CRAWFORD, on the afternoon of Friday, June 18,

1965, called the plaintiff over long distance telephone and stated that the factory had increased the price of the boat and that the defendant would sustain a loss if the plaintiff would not agree to pay \$350.00 (Three Hundred Fifty Dollars) in addition to the price agreed upon. Whereupon the plaintiff stated that he had seen the c.o.d. charges from the factory for the boat, and that the statement made by the said HARRY CRAWFORD was not true. The said HARRY CRAWFORD stated that he would not deliver the boat without the payment of the additional sum of \$350.00 (Three Hundred Fifty Dollars). The plaintiff notified the said HARRY CRAWFORD that he would not pay this additional sum, but would sue for damages. The plaintiff alleges that the factory had not increased the price of the boat since January 1, 1965, and the statement made by the said HARRY CRAWFORD was deliberately and maliciously false in an effort to obtain an additional sum of money from the plaintiff. The plaintiff claims special damages, and alleges as follows:

When the plaintiff negotiated with the said HARRY CRAWFORD, as agent of the defendant, for the purchase of the boat, the plaintiff had advised the said HARRY CRAWFORD that he was approaching the age of seventy-five years, that his health was not good, and that his purchase of a boat was dependent upon prompt delivery, as the season for the use of a boat was well advanced. The plaintiff did not agree to buy the boat until the said HARRY CRAWFORD had communicated with the factory and then on, to-wit, May 25, 1965, promised delivery within two weeks. The plaintiff alleges that the said HARRY CRAWFORD knew that the plaintiff was anxious to get the boat, and that he deliberately, with malice, refused to deliver the boat for the price agreed upon, in an effort to obtain \$350.00 (Three Hundred Fifty Dollars) additional from the plaintiff as a result of the plaintiff's intense desire to obtain the boat promptly.

3. The plaintiff claims of the defendant the sum of \$10,000.00 (Ten Thousand Dollars) as punitive damages for willful, deliberate, false representations in an effort to obtain money from the plaintiff by falsely representing to the plaintiff that if he delivered to the plaintiff a boat which the plaintiff had agreed to buy from the defendant, the defendant would lose money on the deal, as the factory had raised the price on him. The plaintiff alleges that there had been no increase in the price of the boat by the factory since January 1, 1965, a long time before the negotiations to buy the

boat and the contract to purchase resulted from the negotiations. The plaintiff alleges that the defendant was aware of the plaintiff's desire to get the boat promptly because of the plaintiff's age and state of health, and deliberately took advantage of these facts in an effort to extort \$350.00 (Three Hundred Fifty Dollars) additional from the plaintiff by making said false and malicious statements.

Harry W. Smith
Attorney

Defendant resides in Tuscaloosa, Alabama.

SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. _____

TERM, 19____

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon George Speigner, Jr. d/b/a Safe Harbor Marino

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in the
Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against _____

George Speigner, Jr. d/b/a Safe Harbor Marino, Defendant.

by Harry H. Smith

_____, Plaintiff.

Witness my hand this 24th day of June 1965

Reese French, Clerk

No. 6561

Page _____

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

HARRY H. SMITH

vs.

Plaintiffs

GEORGE SPEIGNER, Jr.

d/b/a SAFE HARBOR MARINO

Defendants

SUMMONS and COMPLAINT

Filed 6-24, 1965

Reed J. Reed, Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at _____

RECEIVED IN OFFICE

June 24, 1965

Sheriff

I have executed this summons
this 24 day of June, 1965
by leaving a copy with
George Speigner Jr.

THE SHERIFF CLAIMS _____
MILES @ 10¢ PER MILE
FOR A TOTAL OF _____

Katharine Chesser Sheriff
L. L. Hughes Deputy Sheriff