

C. L. BRUNSON, DOING BUSINESS
AS "SOUTHERN GLASS COMPANY"
PLAINTIFF

IN THE CIRCUIT COURT
BALDWIN COUNTY, ALA
LAW SIDE

VS

J. R. WILSON, DOING BUSINESS
AS "WILSON CHEVROLET COMPANY"

COMES THE PLAINTIFF BY HIS ATTORNEYS AND
BY LEAVE OF COURT FIRST MAN AND OBTAINED
AMENDS THE COMPLAINT HERETOFORE FILED
IN THE ABOVE STATED CAUSE BY ADDING THE
FOLLOWING COUNT.

Count A. THE PLAINTIFF CLAIMS OF THE DEFENDANT
THREE HUNDRED NINETY TWO AND $\frac{80}{100}$ DOLLARS,
DUE FOR WORK AND LABOR DONE ^{AND MATERIAL FURNISHED} FOR THE
DEFENDANT BY THE PLAINTIFF ON TO-WIT: FROM
DECEMBER 19, 1956 TO AND INCLUDING THE 13TH
DAY OF MARCH, 1957 AT DEFENDANT'S REQUEST
WHICH SUM OF MONEY WITH INTEREST THEREON,
IS STILL UNPAID.

Harne, Neek & ~~Shaw~~
and

Walters and Brantley.

Attys for Plaintiff

Walters & Brantley
by: Albert M Brantley

C I R C U I T C O U R T

STATE OF ALABAMA §
BALDWIN COUNTY §

TO: ANY SHERIFF OF THE STATE OF ALABAMA,
GREETING:

You are hereby commanded to summons J. R. Wilson, doing business as Wilson Chevrolet Company to appear within thirty (30) days from the service of this writ in the Circuit Court of Baldwin County, Alabama to be held for said county at the place of holding same, then and there to answer, plead or demur to the complaint of C. L. Brunson, doing business as "Southern Glass Company."

Witness my hand, this 27 day of August, 1957.


CLERK.

* * * * *

C O M P L A I N T

C. L. BRUNSON, DOING BUSINESS
AS "SOUTHERN GLASS COMPANY."

PLAINTIFF.

vs.

J. R. WILSON, DOING BUSINESS
AS, "WILSON CHEVROLET COMPANY."

DEFENDANT.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

LAW SIDE.

NUMBER: _____

(1)

The plaintiff claims of the defendant One Thousand Three Hundred and Thirty Four and 80/100 (\$1,334.80) Dollars, damages for the breach of an agreement entered into by plaintiff and defendant on to-wit; the 19th day of December, 1956, in substance as follows:

Defendant agreed to pay to plaintiff the total sum of Three Thousand Three Hundred and Thirty Four and 80/100 (\$3,334.80) Dollars as consideration for plaintiff furnishing and installing in defendant's place of business in Bay Minette, Alabama three metal doors, five feet wide, type 33-D and Glass to fill in a seventy five foot span with sash and sill covers and division bars all aluminum.

And the plaintiff says that, although he has complied with all its provisions on his part, the defendant has failed to comply with the following provisions thereof, viz;

Of the total consideration of Three Thousand Three Hundred and Thirty Four and 80/100 (\$3,334.80) Dollars to be paid by defendant to plaintiff as consideration for the material and labor listed in said contract defendant has paid only the sum of Two Thousand and No/100 (\$2,000.00) Dollars and has failed and refused to pay

the balance of the consideration agreed upon in and by virtue of said contract or agreement entered into between plaintiff and defendant on to-wit; the 19th day of December, 1956.

(2)

The plaintiff claims of the defendant One Thousand Three Hundred and Thirty Four and 80/100 (\$1,334.80) Dollars, damages for the breach of an agreement entered into by plaintiff and defendant on to-wit; the 19th day of December, 1956, in substance as follows;

Defendant agreed to pay to plaintiff the total sum of Three Thousand Three Hundred and Thirty Four and 80/100 (\$3,334.80) Dollars as consideration for plaintiff furnishing and installing in defendant's place of business in the City of Bay Minette, Alabama three metal doors, five feet wide, type 33-D and Glass to fill in a seventy five foot span with sash and sill covers and division bars all aluminum.

And the plaintiff avers that, although he was ready, willing and attempted to furnish all of the above listed material and complete the work agreed to be done by him under the said agreement and set the said material in defendant's building as provided by the contract defendant wrongfully prevented plaintiff from completing his part of the contract and plaintiff avers that defendant has failed to comply with said contract or agreement, in that he has refused and failed to pay plaintiff for said material and labor as defendant agreed to do in said contract or agreement.

(3)

The plaintiff claims of the defendant One Thousand Three Hundred and Thirty Four and 80/100 (\$1,334.80) Dollars, due for work and labor done for the defendant by the plaintiff on to-wit; From December 19, 1956 to and including the 1st day of March, 1957 at defendant's request which sum of money with the interest thereon, is still unpaid.

(4)

The plaintiff claims of the defendant One Thousand Three Hundred and Thirty Four and 80/100 (\$1,334.80) Dollars, due for work and labor done and material furnished for the defendant by the plaintiff on to-wit; From December 19, 1956 to and including the 1st day of March, 1957 at defendant's request which sum of

money with the interest thereon, is still unpaid.

HORNE & WEBB
BY:

A handwritten signature in dark ink, appearing to read "Frank J. Horne", written over a horizontal line.

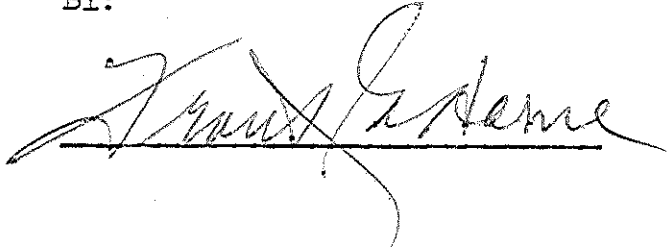
Plaintiff demands a trial by jury of the issues involved in
this cause.

FILED

AUG 27 1957

MADE L. BUCK, Clerk

HORNE & WEBB
BY:

A handwritten signature in dark ink, appearing to read "Frank J. Horne", written over a horizontal line.

332/RECORDED

C. L. Brunson d/b/a
Southern Glass Co.
Plaintiff

vs

J. R. Wilson d/b/a
Wilson Chevrolet Co
Defendant.

FILED

AUG 27 1957

ALICE J. DUCK, Clerk

Law Offices of
Horne & Webb
Attorneys at Law
Atmore, Ala.

TAYLOR WILKINS, Sheriff
By W. A. Zant
d m.

By service on

received day of Aug 27
and on day of Aug 27
I served a copy of the within J. R. Wilson
on

C. L. BRUNSON, doing business
as SOUTHERN GLASS COMPANY,

Plaintiff,

vs.

J. R. WILSON, doing business
as WILSON CHEVROLET COMPANY,

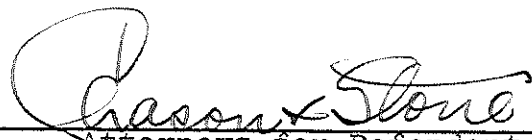
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
LAW SIDE NO. 3321

DEMURRER

Comes the Defendant in the above styled cause and demurs to the complaint filed in said cause and each and every count thereof, separately and severally, and assigns the following separate and several grounds, viz:

1. That said count does not allege whether the contract referred to was oral or in writing.
2. That all of the terms of the contract referred to are not set out in the complaint.
3. That it is not alleged when the contract referred to was to be performed.
4. That it is not alleged in said complaint when the Defendant was to pay the Plaintiff for the services rendered by the Plaintiff under the terms of the agreement.
5. For aught that appears from said complaint the amount sued for is not yet due by the Defendant to the Plaintiff.
6. For aught that appears from said complaint the material furnished by the Plaintiff to the Defendant was defective.
7. For aught that appears from said complaint the materials furnished by the Plaintiff to the Defendant were not installed in a proper manner.
8. That said count fails to allege that any money is due by the Defendant to the Plaintiff.


Attorneys for Defendant

RECORDED

C. L. BRUNSON, doing business
as SOUTHERN GLASS COMPANY,

Plaintiff,

vs.

J. R. WILSON, doing business
as WILSON CHEVROLET COMPANY,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 3321

DEMURRER

FILED

SEP 3 1957

ALICE J. BUCK, Clerk

LAW OFFICES

CHASON & STONE

BAY MINETTE, ALABAMA

C. L. BRUNSON, Doing Business
as SOUTHERN GLASS COMPANY,

Plaintiff,

vs.

J. R. WILSON, Doing Business
as WILSON CHEVROLET COMPANY,

Defendant.

X

X

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 3321

Comes the Defendant in the above styled cause and files the following separate and several pleas to the complaint filed in said cause and to each and every count thereof, and says:


1. That the allegations of the complaint are untrue.

2. That he has paid the debt, for the recovery of which this suit was brought, before the action was commenced.

3. The Defendant, as a defense to the action of the Plaintiff, says that, at the time said action was commenced the Plaintiff was indebted to him in the sum of \$2,000.00 on account of the breach by the Plaintiff of an agreement entered into by and between the Plaintiff and the Defendant on to-wit: December 19, 1956, which agreement was in substance that the Plaintiff agreed to furnish and install in the Defendant's place of business in Bay Minette, Alabama, in a proper and workmanlike manner, three metal doors, five feet wide, type 33-D and glass to fill in a seventy-five foot span with sash and sill covers and division bars, all aluminum, and the Defendant avers that he agreed to pay the Plaintiff for such installation, both labor and materials, the total sum of \$2,942.00. That subsequent to this agreement, the Plaintiff informed the Defendant that he would charge the Defendant an additional sum of \$110.00 for a portion of the work that the Plaintiff claimed he did not agree to in the beginning, which subsequent agreement was satisfactory to the Defendant, making a total consideration to be paid the Plaintiff by the Defendant of the sum of \$3,052.00. The Plaintiff has breached such agreement in this: One of the metal doors is sprung and will not close properly; the glass was cut improperly leaving cracks in some places; the aluminum strips around the glass was not properly installed in that it consists of a number of short pieces; one sheet of glass was cut with

a glass cutter or some similar instrument; one sheet of glass is installed in such a manner that it shakes and is likely to be blown out by the wind; the sills and division bars were not properly installed; the division bars were not properly attached to the building and a portion of the installation leaks when it rains and the Defendant hereby claims damages of the Plaintiff in the sum of \$2,000.00 which he offers to set off against the amount claimed by the Plaintiff and the Defendant claims judgment for the excess.

4. Comes the Defendant and claims of the Plaintiff by way of recoupment the sum of \$2,000.00 as damages for that heretofore on to-wit: the 9th day of February, 1957, the Plaintiff agreed to repair and replace certain defective material which he was installing for the Defendant in a building owned by the Defendant in Bay Minette, Alabama, and by reason of such agreement induced the Defendant to pay him \$2,000.00 upon a contract which had been entered into by and between the parties for such installation and the Defendant further avers that not only did the Plaintiff fail and refuse to correct the defects in the labor and materials but under the pretense of carrying the doors, glass and other materials back to Atmore for replacement, without the knowledge or consent of the Defendant, the Plaintiff removed and loaded upon his truck two of the three doors that he had previously installed, a large portion of the glass, aluminum stripping and division bars which he had previously installed in a defective way and the Defendant further avers that he was compelled, at his expense, to replace the glass and to re-install the doors and aluminum stripping and was compelled to buy some new material, including division bars and hinges and locks for aluminum doors. The purchase of the locks being required because the Plaintiff had carried the keys to such doors away with him and the Defendant further avers that his cost of replacing such doors, glass and other material and the cost of having the doors and glass which had not been removed, properly installed, was in the sum above claimed, hence the Defendant claims of the Plaintiff as damages, the sum of \$2,000.00/


Attorneys for Defendant

RECORDED
PLEAS

C. L. BRUNSON, Doing business
as SOUTHERN GLASS COMPANY,

Plaintiff,

VS.

J. R. WILSON, Doing business
as WILSON CHEVROLET COMPANY,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

NO. 3321

FILED

FEB 4 1958

Alice L. Duck, Clerk

LAW OFFICES
CHASON & STONE
BAY MINETTE, ALABAMA

We the Jury find for the defendant
No award in money
Damon Jackson Jones

C. L. BRUNSON, Doing Business
as Southern Glass Company

PLAINTIFF

VS.

J. R. WILSON, Doing Business
as Wilson Chevrolet Company

DEFENDANT

X
X
X
X
X
X
X

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,
IN LAW,
NO. 3321

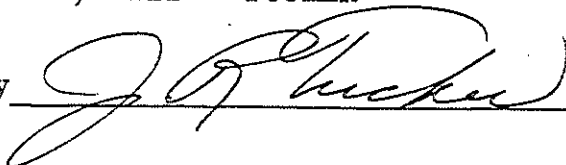
Now comes the Plaintiff in the above styled cause
and for answer to the plea number 2 says, that the allegations of
the plea are untrue.

And for answer to plea number 3 the Plaintiff says
that the allegations of said plea are untrue.

And for answer to plead number 4 of the Defendant
the Plaintiff says, that the allegations of said plea are untrue.

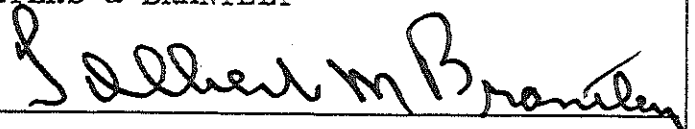
HORNE, WEBB & TUCKER

By



WILTERS & BRANTLEY

By



Attorneys for Plaintiff

Law Offices of
Horne & Webb
Attorneys at Law
Atmore, Ala.

FRANK G. HORNE
DOUGLAS S. WEBB

August 26, 1957.

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

Dear Mrs Duck:

Enclosed is a complaint we wish filed in the Circuit Court
of your county.

With kindest personal regards we remain;

Very truly yours,

HORNE & WEBB
BY:

FRANK G. HORNE

FGH/iw.