

WILLIAM A. SHRINER,
COMPLAINANT.

VS

H.H. HOLMES,
DEFENDANT.

IN CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

COUNT ONE: The Plaintiff claims of the Defendant the sum of TWO HUNDRED EIGHTY-NINE DOLLARS and THREE CENTS, with interest thereon from, to-wit, January 1st, 1918, due from Defendant to Plaintiff for work and labor done and performed, and for material furnished in building premises hereinafter described, by Plaintiff on, to-wit, January 1st, 1918, at Defendant's request, which sum of money with interest thereon, is still due and unpaid.

COUNT TWO: The Plaintiff claims of the Defendant the further sum of TWO HUNDRED EIGHTY-NINE DOLLARS and THREE CENTS, with interest thereon from, to-wit, January 1st, 1918, for work and labor done and performed and materials furnished by the Plaintiff to the Defendant in the construction of premises hereinafter described, said labor and work being done and material furnished by the Plaintiff, as original contractor, for which the Defendant did agree to pay the Plaintiff the sum of TWO HUNDRED EIGHTY-NINE DOLLARS and THREE CENTS.

Plaintiff now alleges that said work and labor was done and materials furnished by the Plaintiff in accordance with their contract and that the reasonable value, thereof, was, to-wit, TWO HUNDRED EIGHTY-NINE DOLLARS and THREE CENTS, but that the Defendant, though often requested, has failed and refused and still fails and refuses to pay Plaintiff for said work and labor and material.

Plaintiff further alleges that it has heretofore on, to-wit, the day of June, 1918, filed in the Probate Court of Baldwin County, Alabama, a true and just account, itemized and verified as required by law, showing said work and labor and material, and the amount due after all just credits had been given together with a description of the property upon which Plaintiff hereby seeks to enforce his lien; account being in words and figures as follows:

I, WILLIAM A. SHRINER, hereby claim a lien upon the following described property, to-wit:

One acre of land with improvements thereon, being part of the eight acre tract purchased under contract or agreement by H.H. Holmes from Captain William O'Neal, now deceased; the said acre being East of Florence McAdams' home and North of the Daphne wharf right of way, and more particularly described as follows: Starting at the Northwest corner of Section Twenty, Township Five South of Range Two East, hence South to Court Street, hence westwardly along Court Street to the street or road where the store building is located in which J. W. Turner now keeps a grocery store, hence southwardly along said street or road to the North line of the Daphne wharf right of way for the point of beginning to the Southwest corner of said acre, hence East Two hundred ten feet, hence North Two Hundred Ten feet, hence West Two Hundred Ten feet, more or less, to the East side of said street or road, hence southwardly Two Hundred Ten feet more or less, along the East side of said street or road to the place of beginning; said tract is located in the Frances Alexander Grant, Township Five South of Range Two East, Baldwin County, Alabama.

To secure the payment of \$289.03 due January 1st, 1918, being the correct amount justly due after deducting all just credits, counterclaims and set offs, for work and labor done and performed and for material furnished in building said premises, according to the following just and true account:

Sept. 14, 1917, to Fred Brooks, tearing down pavillion, two days at \$1.35	\$2.70
Fred Brooks helping to gather up and haul lumber	1.05
Sept 26, 1917, to C.F. Stanton, two days at 25¢ per hour	4.50
Sept 16, 1917, to Carlos Shriner, six days at \$1.25 per day	7.50
Sept 20, 1917, to Fred Brooks for school on Holmes house, 22.hours	3.30

Sept 22, 1917, to C.F. Stanton, five days	\$11.25
Sept 29, 1917, to C.F. Stanton, two days, eight hours	6.50
Sept 29, 1917, to Fred Brooks, thirty-three hours	4.95
Sept 29, 1917, to A. Brooks, fourteen hours	2.10
Oct 4, 1917, H. Pickens, thirty-four hours	5.70
Oct 4, 1917, E. Carson, five hours75
Oct 4, 1917, A. Brooks, thirty-two hours	5.30
C.F. Stanton did not work this week.	
Oct 11, 1917, C.F. Stanton, twenty-seven hours	6.75
Oct 11, 1917, A. Brooks, six days, two hours	8.40
Oct 11, 1917, H. Pickens, one day eight and one-half hours	2.65
Oct 18, 1917, C.F. Stanton, four days one hour	9.25
Oct 18, 1917, A. Brooks, five days two hours	7.05
Oct 18, 1917, McDavid, five days	7.50
Oct 27, 1917, C.F. Stanton, five days two hours	11.50
Oct 27, 1917, A. Brooks, five days six hours	7.65
Oct 28, 1917, McDavid, two days eight hours	4.35
Nov 3, 1917, C.F. Stanton, six days	13.50
Nov 3, 1917, Holman Johns, six days	8.10
Nov 3, 1917, A. Brooks, five days	6.70
Nov 10, 1917, C.F. Stanton, four days	9.00
Nov 10, 1917, Holman Johns, two days	2.70
Nov 17, 1917, C.F. Stanton, six days	13.50
Nov 17, 1917, Holman Johns, four days	5.40
Nov 24, 1917, C.F. Stanton, forty eight and one-half hours	12.13
Nov 24, 1917, C.F. Stanton, seven and three-fourths extra hours	1.95
Nov 24, 1917, Holman Johns, twenty-nine hours	4.35
Dec 1, 1917, C.F. Stanton, thirty-six and one-fourth hours	9.05
Dec 1, 1917, Holman Johns, two days on road for L.D. Thomas	6.75
Dec 1, 1917, two days in place of Holman Johns, difference	1.80
Dec 8, 1917, Holman Johns, thirty-seven hours	5.55
Dec 8, 1917, Millard Keys, three days labor on chimney	4.50
Dec 17, 1917, R.F. Pruett, twenty-four hours	7.20
Dec 24, 1917, R.F. Pruett, six days	16.20
Dec 24, 1917, L. Thomas, three days	6.00
Oct 31, 1917, Pruett,	2.25
Oct 31, 1917, L. Thomas, one day	2.00
Amt paid labor	\$257.33

1917 and 1918.

From Sept 10 to Jan 1, W.A. Shriner, eighty-five days at \$4.00 per day	340.00
Total cost carpenter and mason work -	\$597.33
Lumber forwarded Holmes building	21.68
W.A. Shriner three days work moving house previous to Sept 10, as above	12.00
	<u>\$631.01</u>

Nov 5 by check \$150.00 to apply on labor	
Dec 1 by check 100.00 to apply on labor	
Dec 1 by check 36.98 to apply on labor & lumber	
Dec by cash 20.00 to apply on labor	
Dec 30 check 35.00 to apply on labor	\$41.98
January 1st, 1918 amount due Shriner on labor	<u>\$289.03</u>

H.H. Holmes of Daphne, Alabama, is the owner of said premises and such work, labor and material was done and furnished by me at his request.

WHEREFORE, Plaintiff prays that this Court in its verdict will determine and establish a contractor's lien upon said property in favor of the Plaintiff for the amount herein claimed, and order and condemn to sale said property for the satisfaction of said lien.

Richard Austin Burke
Attorneys for Plaintiff.

The State of Alabama,
BALDWIN COUNTY.

No.

Circuit Court

..... Fall 191...8..

To Any Sheriff of the State of Alabama :

You are hereby commanded to summon..... H.H. Holmes

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..... him the Defendant.....

by William A Shriner

Plaintiff

Witness my hand this 1st day of NOV 191...8

J W Riccio Clerk.

COMPLAINT

Plaintiff Versus

The Plaintiff claims of the Defendant

..... Dollars due by

..... Plaintiff's Attorney.

1st Original

No.

State of Alabama,
BALDWIN COUNTY.

Circuit Court

W. N. Shriner

vs.

Plaintiffs

H. H. Holmes

Defendants

SUMMONS AND COMPLAINT

Filed 11/1 1917

T. W. McInnis Clerk

Defendant lives at

Daphne

Plaintiff's Attorney

Defendant's Attorney

Times Print, Bay Minette.

Received in office

Nov 1st 1917
C. E. Eubank Sheriff

I have executed this Writ

this April 2d 1917
by leaving a copy of the within summons and complaint with

H. H. Holmes

O. B. Richardson Sheriff
J. H. Hall Deputy Sheriff.

William A. Shriner) Circuit Court, Baldwin County, Alabama.
vs.)
H. H. Holmes)
Spring Term 1919.

Now comes the defendant by his attorney and pleads in short
by consent to each count of the Complaint,

1st. The General Issue.

2nd. Payment.

That for the cause of action said for
3rd. For a further plea in this behalf defendant says, that plain-
tiff entered into a contract with defendant in the year 1917 by
the terms of which, ^{to} he was ^{to} move a certain dwelling house and re-
model the same according to certain plans and specifications for
the sum of Three Hundred and Twenty-five Dollars, the materials
to be furnished by defendant and the work and labor to furnished
by the plaintiff, the same to be completed in a workman like man-
ner. And defendant avers that plaintiff never completed the job
according to his contract, but abandoned the work before it was
finished; that part of his work was so badly done that it was ne-
cessary ^{for defendant} to tear it down and rebuild it, while other parts were
left unfinished and had to be finished by defendant, all at his
own expense. And defendant avers that he has paid plaintiff more
than he was entitled to under the terms of his contract.

Wm. A. Anderson

Attorney for Defendant.

CIVIL SUBPOENA.

In case the witness shall wish to charge for attendance he will please produce to the clerk in term this copy of his Subpoena, or within five days after adjournment of court, else he will be barred.

The State of Alabama,
Baldwin County.

TO ANY SHERIFF OF THE STATE OF ALABAMA—GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON

H E Brandenburg,
W F Stanton, Ligon A Wilson, L E Thacker,
Joe Comminette.

if to be found in your county, at the instance of the

Deft.

to appear before the honorable Circuit Court of Baldwin County at the Court House thereof, on the

20

day of

May

19*19*,

then and there to testify, and the truth to say, in a certain case

pending, wherein

W. A. Shriver

Plaintiff,

H H Holmes

Defendant,

and there remain during said Court until discharged by due course of law.

Herein fail not, and have you then and there this Writ.

Witness my hand this

8

day of

May A. D., 19*19*.

ATTEST:

J W Rice

Clerk.

Original

No.

The State of Alabama,
Baldwin County.

wa Shriver

VS:

SUBPOENA FOR

H. H. Holmes

Circuit Court

WITNESSES:

H. E. Brandenburg,
H. F. Stanton
Ligona Wilson
L. E. Hunter
Joe Committee

SET FOR TRIAL

20 day of May 1919.

BALDWIN TIMES PRINT

Executed May 18th 1919

W. B. E. Johnson
Sheriff