

T. J. DAVIDSON, JR., and
LUCILLE DAVIDSON,

Plaintiffs,

vs.

E. P. BELL, individually and doing
business as BELL CONSTRUCTION
COMPANY: BEN HINOTE, individually,
and doing business as BAY MINETTE
ROOFING AND SHEET METAL CO., and
BAY MINETTE ROOFING & SHEET METAL,
INCORPORATED;

Defendants.

)
) IN THE CIRCUIT COURT OF

)
) BALDWIN COUNTY, ALABAMA

)
) LAW SIDE.
)
)

Now come the Plaintiffs in the above styled cause, by their Attorneys, and amend the complaint heretofore filed so that as amended, the same shall read as follows:

COUNT ONE:

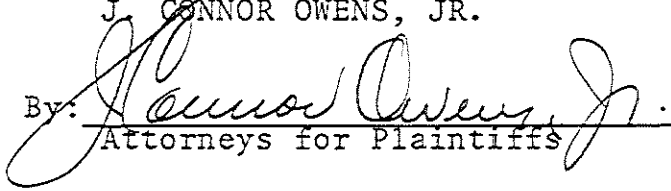
The Plaintiffs claim of the Defendants the sum of TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) as damages, for that on, to-wit, the 6th day of July, 1965, and for a period of two months prior thereto, the agents, servants, or employees of the Defendants while acting within the line and scope of their employment as such, were engaged in remodeling and making repairs to the home of the Plaintiffs, which said home was located two miles from Bay Minette, Alabama, on Pine Grove Road, in Baldwin County, Alabama, and during said times and at said place, the agents, servants or employees of the Defendants, who were at said times and place acting within the line and scope of their employment as such, so negligently installed a butane gas heating and utility system in the house of the Plaintiffs as to cause or allow gas to escape from said system, thereby causing an explosion and as a proximate result of said negligence, as aforesaid, the Plaintiffs' house was damaged in this: Plaintiffs' roof on said house was caused to fall in, Plaintiffs' house was destroyed by said explosion; Plaintiffs' household goods, furniture, appliances, clothing and personal effects, and the clothing and personal effects of the

Plaintiffs' seven children were burned and destroyed; Plaintiffs were caused to expend additional sums as rental expense, all to the damage and injuries of the Plaintiffs in the amount aforesaid, hence this suit.

COUNT TWO:

The Plaintiffs claim of the Defendants the sum of TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) as damages, for that on, to-wit, the 6th day of July, 1965, and for a period of two months prior thereto, the agents, servants, or employees of the Defendants, while acting within the line and scope of their employment as such, were engaged in remodeling and making repairs to the home of the Plaintiffs, which said home was located two miles from Bay Minette, Alabama, on Pine Grove Road, in Baldwin County, Alabama, and during said times and at said place, the agents, servants or employees of the Defendants, who were at said times and place, acting within the line and scope of their employment as such, so negligently repaired a butane gas heating and utility system in the house of the Plaintiffs as to cause or allow gas to escape from said system, thereby causing an explosion and as a proximate result of said negligence, as aforesaid, the Plaintiffs' house was damaged in this: Plaintiffs' roof on said house was caused to fall in; Plaintiffs' house was destroyed by said explosion; Plaintiffs' household goods, furniture, appliances, clothing and personal effects of the Plaintiffs' seven children were burned and destroyed; the Plaintiffs were caused to expend additional sums as rental expense; all to the damage and injuries of the Plaintiffs in the amount aforesaid; hence this suit.

FOREMAN & BROWN
and
J. CONNOR OWENS, JR.

By: 
Attorneys for Plaintiffs

I, the undersigned, one of the attorneys of record for the Plaintiffs in the above styled cause, do hereby certify that I have forwarded a copy of the foregoing amended complaint to James R. Owen and Wilson Hayes, Attorneys of record for the Defendants in said cause, by United States Mail, properly addressed, with postage prepaid, this 5th day of December, 1966.

James R. Owen, Jr.

FILED

DEC 6 1966

ALICE L. BUCK, CLERK
REGISTER

1014-1

FILED
DEC 6 1956
ALICE L. JUNG, CLERK
U.S. DISTRICT COURT

We the jury find in favor of the
Plaintiff against the Bell Construction Co.
E.P. Bell and assess the damages at
\$10,000.00

Robert Thompson Jr
Foreman

JURY LIST - MARCH 6, 1967 - SPRING SESSION

- ~~1. Bell, Johnnie Ruth, Bookkeeper, Bay Minette~~
2. Baskin, Lavon, - - - Bay Minette
- ~~3. Baskin, Edward, Farmer, Belforest~~
4. Benton, Thomas H., Farmer, Gulf Shores
- ~~5. Cooper, Claude, Farmer, Rosinton~~
- ~~6. Pierce, Arthur, Insurance, Fairhope~~
7. Porter, Darrell Lee, Utility Man, Summerdale
- ~~8. Mannich, Arthur, Merchant, Fairhope~~
9. Matthews, Reid, Furniture Store Oper., Robertsdale
- ~~10. Gleasons, W. P., Carpenter, Fairhope~~
- ~~11. Cleveland, Lyle F., Nurseryman, Foley~~
- ~~12. Dancy, Charles, Merchant, Foley~~
- ~~13. Stowers, Harry E., Operator, Sibetta~~
- ~~14. Campbell, Acie, Farmer, Rosinton~~
- ~~15. Bush, Hobson, Farmer, Bay Minette~~
16. Hesse, Henry W., Linesman, Foley
- ~~17. Harris, Guy H., Merchant, Foley~~
18. Hastie, Joe H., Merchant, Stockton
- ~~19. McGowin, Randolph Jr., Store Keeper, Bay Minette~~
- ~~20. McMillan, Raymond N., Farmer, Stockton~~
21. Sanders, William G., Real Estate, Gulf Shores
- ~~22. Spader, Aubrey, Office, Robertsdale~~
- ~~23. Spivey, Roy, Bon Secour~~
24. Scripline, Fred, Television Repair, Robertsdale
25. Thompson, Robert W., Merchant, Foley
26. Venson, Cecil, Civil Service, Stapleton
27. White, John R., Utilities Man, Foley
28. Parker, Floyd B., Millman, Stockton
- ~~29. Nall, Wilber C., Farmer, Bon Secour~~
- ~~30. Sanders, E. Frank, Banker, Foley~~
31. Koehler, Frank, Farmer, Lillian
- ~~32. Beverly, Marvin, Laborer, Robertsdale~~
33. Blair, Dorothy L., - - Stapleton
- ~~34. Boaschan, Sarah, - - Bay Minette~~
- ~~35. Nall, Glenn, Merchant, Robertsdale~~
- ~~36. Crochy, James W., Bookkeeper, Foley~~
37. Long, Volton, Electrician, Foley
- ~~38. Bryars, Ewing E., Reserve Fleet, Bay Minette~~
- ~~39. Weeks, William, Laborer, Magnolia Springs~~
- ~~40. Ferris, Doris K., Bay Minette~~
- ~~41. DuBrock, George, Cabinet Maker, Fairhope~~
- ~~42. Durant, Wilma W., Bromley~~
- ~~43. Durant, Percy N., Merchant, Bay Minette~~
- ~~44. [Name], [Occupation], [Location]~~
45. Jones, Sanford, Newport, Bay Minette
- ~~46. Flowers, John B., Farmer, Gulf Shores~~
- ~~47. Wkers, Redus M., Insurance, Bay Minette~~
48. Fuller, David, Motel, Spanish Fort-Daphne
- ~~49. Winone, Sherman R., Butcher, Robertsdale~~
50. Hankins, C. E., Farmer, Robertsdale
- ~~51. Duck, Jos Willison, Brookley Field, Bay Minette~~

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| 57 | 7 |
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| 12 | 20 |
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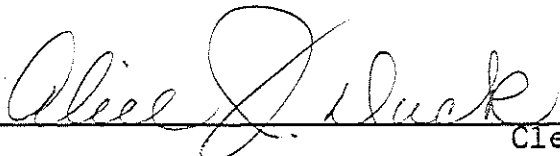
STATE OF ALABAMA)
 (
BALDWIN COUNTY)

 IN THE CIRCUIT COURT - LAW SIDE

TO ANY SHERIFF OF THE STATE OF ALABAMA

You are hereby commanded to summon E. P. Bell, individually and doing business as Bell Construction Company; Ben Hinote, individually, and doing business as Bay Minette Roofing and Sheet Metal Co; Bay Minette Roofing & Sheet Metal, Incorporated; X.Y.Z. Corporation; X,Y,Z, Partnership, John Doe, individually and doing business as X,Y,Z Company, A,B,C, Corporation, whose names are to the Plaintiffs otherwise unknown, but who are the persons, companies, firms or corporations, who were or whose agents, servants or employees were engaged in repairing the house of the Plaintiffs during the months of June and July, 1965, in Bay Minette, Alabama, and whose true names and legal status when ascertained will be added by amendment, jointly and separately, 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 T. J. Davidson, Jr., and Lucille Davidson.

WITNESS my hand this 5th day of July, 1966.



Clerk.

FILED
JUL 5 1966
ALICE J. DUCK, CLERK
BALDWIN COUNTY, ALABAMA

T. J. DAVIDSON, JR., and)
LUCILLE DAVIDSON,)

Plaintiffs,)

vs.)

E. P. BELL, individually and doing)
business as BELL CONSTRUCTION)
COMPANY; BEN HINOTE, individually,)
and doing business as BAY MINETTE)
ROOFING AND SHEET METAL CO.: BAY)
MINETTE ROOFING & SHEET METAL,)
INCORPORATED: X,Y,Z CORPORATION:)
X,Y,Z, PARTNERSHIP, JOHN DOE, in-)
dividually and doing business as)
X,Y,Z, COMPANY, A,B,C, CORPORATION,)
whose names are to the Plaintiffs)
otherwise unknown, but who are the)
persons, companies, firms or)
corporations, who were or whose)
agents, servants or employees were)
engaged in repairing the house of)
the Plaintiffs during the months)
of June and July, 1965, in Bay)
Minette, Alabama, and whose true)
names and legal status when as-)
certained will be added by amend-)
ment, jointly and separately,)

Defendants.)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

LAW SIDE.

7042

COUNT ONE:

The Plaintiffs claim of the Defendants the sum of TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) as damages, for that on, to-wit, the 6th day of July, 1965, and for a period of two months prior thereto, the agents, servants, or employees of the Defendants, while acting within the line and scope of their employment as such, were engaged in remodeling and making repairs to the home of the Plaintiffs, which said home was located two miles from Bay Minette, Alabama, on Pine Grove Road, in Baldwin County, Alabama, and during said times and at said place, the agents, servants or employees of the Defendants, who were at said times and place acting within the line and scope of their employment as such, so negligently installed a butane gas heating and utility system in the house of the Plaintiffs as to cause or allow gas to escape from said system, thereby causing an explosion and as a proximate result of said negligence, as aforesaid, the Plaintiffs

house was damaged in this: Plaintiffs' roof on said house was caused to fall in, Plaintiffs' house was destroyed by said explosion; Plaintiffs' household goods, furniture, appliances, clothing and personal effects, and the clothing and personal effects of the Plaintiffs' seven children were burned and destroyed; Plaintiffs were caused great mental anguish by virtue of said explosion; Plaintiffs were caused to expend additional sums as rental expense; and Plaintiffs aver further that they were caused mental anguish for the safety of their children who were in the said house at the time of the said explosion, all to the damage and injuries of the Plaintiffs in the amount aforesaid, hence this suit.

COUNT TWO:

The Plaintiffs claim of the Defendants the sum of TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) as damages, for that on, to-wit, the 6th day of July, 1965, and for a period of two months prior thereto, the agents, servants, or employees of the Defendants, while acting within the line and scope of their employment as such, were engaged in remodeling and making repairs to the home of the Plaintiffs, which said home was located two miles from Bay Minette, Alabama, on Pine Grove Road, in Baldwin County, Alabama, and during said times and at said place, the agents, servants or employees of the Defendants, who were at said times and place acting within the line and scope of their employment as such, so negligently repaired a butane gas heating and utility system in the house of the Plaintiffs as to cause or allow gas to escape from said system, thereby causing an explosion and as a proximate result of said negligence, as aforesaid, the Plaintiffs' house was damaged in this: Plaintiffs' roof on said house was caused to fall in; Plaintiffs' house was destroyed by said explosion; Plaintiffs' household goods, furniture, appliances, clothing and personal effects, and the clothing and personal effects of the Plaintiffs' seven children were burned and destroyed; the Plaintiffs were caused to expend additional sums as

rental expense; Plaintiffs were caused great mental anguish by virtue of said explosion; and Plaintiffs aver further that they were caused mental anguish for the safety of their children who were in the said house at the time of the said explosion, all to the damage and injuries of the Plaintiffs in the amount aforesaid, hence this suit.

COUNT THREE:

The Plaintiffs claim of the Defendants, the sum of TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) as damages for that heretofore during the month of May, 1965, the Defendant, E. P. Bell, individually, and doing business as Bell Construction Company, was engaged in the business of constructing, repairing and remodeling homes as a general contractor and that at the same time, the said Ben Hinote, individually, and doing business as Bay Minette Roofing and Sheet Metal Company and the said Bay Minette Roofing & Sheet Metal, Incorporated, were then and there engaged in the business of installing, servicing, and maintaining heating and cooling equipment and that at the same time alleged hereinabove, the Plaintiffs whose home had been damaged by fire, entered into an express contract with the Defendant, E. P. Bell, individually, and doing business as Bell Construction Company, wherein and whereby, for valuable consideration, the Defendant, E. P. Bell, individually, and doing business as Bell Construction Company, contracted, undertook, promised and agreed to repair and remodel the plaintiffs' home in a good and workmanlike manner; that at said time and pursuant to the contract, the Defendant, E. P. Bell, individually, and doing business as Bell Construction Company, entered into the repair and remodeling of the Plaintiffs' home and Plaintiffs further allege that the said E. P. Bell, individually and doing business as Bell Construction Company, entered into an arrangement, the exact terms of which are unknown to the Plaintiffs, whereby and wherein, Ben Hinote, individually, and doing business as Bay Minette Roofing and Sheet Metal Company, or Bay Minette Roofing & Sheet Metal, Incorporated,

would install an electrical air conditioning unit and butane gas furnace in the home of the Plaintiffs; Plaintiffs further allege that the repair and remodeling done by the Defendants was not performed in a good and workmanlike manner in that the butane gas system was not attached by the Defendants to the heating unit and that the Defendants, knowing full well that the failure to splice, attach or connect said gas pipe to the heating unit would result in a dangerous situation by allowing gas to escape into the attic of the Plaintiffs' home, failed to inspect or check for any openings in the gas system, all in violation of the terms of said contract, and as a proximate consequence of the Defendants' breach of said contract, when the Plaintiff, T. J. Davidson, Jr., after having been notified that said house was ready for occupancy, lighted the hot water heater in said home on, to-wit, July 6, 1965, an explosion occurred, thereby causing the roof of the Plaintiffs' home to blow off of said house and the said home to burn to the ground; the Plaintiffs' household goods, furniture and appliances, clothing and personal effects were burned and destroyed; the clothing and personal effects of the Plaintiffs' seven children were burned and destroyed; the Plaintiffs were caused to expend additional sums for rental; the Plaintiffs were caused great mental anguish by virtue of the said explosion and they were caused mental anguish for the safety of their said children who were in said home at the time of the said explosion and said Plaintiffs received all of said injuries and damages as a proximate consequence of the breach of said contract, hence this suit.

FOREMAN & BROWN
and
J. CONNOR OWENS, JR.

By: J. Connor Owens, Jr.
Attorneys for Plaintiffs.

Plaintiffs demand a trial of
this cause by a Jury.

J. Connor Owens, Jr.
Attorney for Plaintiffs.

Executed 7-5-67
7-6-67
Taylor Wilkins - shir
by W. D. Warner - als

FILED
JUL 15 1966
MAY 10 1966
CLERK
U.S. DISTRICT COURT
MEMPHIS, TENN.

7042

I received a copy of the within
on E. P. Bell

SUMMONS AND COMPLAINT

By service on

TAYLOR WILKINS, Sheriff
By W.O. Garner

T. J. DAVIDSON, JR., and LUCILLE DAVIDSON,

Plaintiffs,

vs.

E. P. BELL, ET AL.,

Defendants.

Received 5 day of July 1966
and on 6 day of July 1966
I served a copy of the within
on Ben Minette

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

LAW SIDE.

By service on

TAYLOR WILKINS, Sheriff
By W.O. Garner

Received 5 day of July 1966
and on 6 day of July 1966
I served a copy of the within
on Bay Minette Roofing & Sheet Metal Co.

J. CONNOR OWENS, JR.

WALTER S. PATTON, ASSOCIATE
ATTORNEYS AT LAW
DAHLBERG BUILDING
BAY MINETTE, ALABAMA

By service on
Ben Minette, Owner
TAYLOR WILKINS, Sheriff
By W.O. Garner

T. J. DAVIDSON, JR., and)
LUCILLE DAVIDSON,)

Plaintiffs,)

vs.)

E. P. BELL, individually and doing)
business as BELL CONSTRUCTION)
COMPANY; BEN HINOTE, individually,)
and doing business as BAY MINETTE)
ROOFING AND SHEET METAL CO; BAY)
MINETTE ROOFING & SHEET METAL,)
INCORPORATED; X. Y. Z. CORPORATION;)
X.Y.Z. PARTNERSHIP, JOHN DOE, in-)
dividually and doing business as)
X.Y.Z. COMPANY, A.B.C. CORPORATION,)
whose names are to the Plaintiffs)
otherwise unknown, but who are the)
persons, companies, firms or)
corporations, who were or whose)
agents, servants or employees were)
engaged in repairing the house of)
the Plaintiffs during the months)
of June and July, 1965, in Bay)
Minette, Alabama, and whose true)
names and legal status when as-)
certained will be added by amend-)
ment, jointly and separately,)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

LAW SIDE.

Defendants.)

Now come the Plaintiffs in the above styled cause, by their Attorneys, and amend the complaint heretofore filed by striking as parties defendants, the following:

"X.Y.Z. CORPORATION; X.Y.Z. PARTNERSHIP, JOHN DOE, individually and doing business as X.Y.Z. COMPANY, A.B.C. CORPORATION, whose names are to the Plaintiffs otherwise unknown, but who are the persons, companies, firms or corporations, who were or whose agents, servants or employees were engaged in repairing the house of the Plaintiffs during the months of June and July, 1965, in Bay Minette, Alabama, and whose true names and legal status when ascertained will be added by amendment, jointly and separately".

FOREMAN & BROWN
and
J. CONNOR OWENS, JR.

By: 
Attorneys for Plaintiffs.

248

FILED
DEC 6 1966
MADE L. RUCK, CLERK
REGISTER

I, the undersigned, one of the attorneys of record for the Plaintiffs in the above styled cause, do hereby certify that I have forwarded a copy of the foregoing amended complaint to James R. Owen and Wilson Hayes, Attorneys of Record for the Defendants in said cause, by United States Mail, properly addressed, with postage prepaid, this 5th day of December, 1966.



FILED
DEC 6 1966
FRED A. HARRIS, CLERK
U.S. DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

T. J. DAVIDSON, JR., and
LUCILLE DAVIDSON,

PLAINTIFFS,

VS

E. P. BELL, et al

DEFENDANTS

) IN THE CIRCUIT COURT OF

) BALDWIN COUNTY, ALABAMA

) AT LAW

Comes now the Defendant, E. P. Bell, and demurs to the Bill of Complaint and to each count thereof, separately and severally and assigns the following grounds, separately and severally:

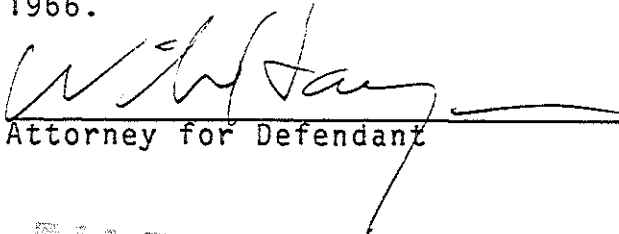
1. The allegations contained in the complaint are vague and indefinite.
2. The complaint does not state a cause of action.
3. For aught that appears, Defendant, E. P. Bell owed no duty to use care.
4. For aught that appears, Defendant, E. P. Bell owed no duty to use care in the performance of the alleged agreement.
5. It affirmatively appears that Plaintiffs are not entitled to recover the damages claimed in the complaint.

HAYES & WILKINS

BY: 

Defendant demands trial
by jury.

This the 5th day of August
1966.


Attorney for Defendant

FILED

AUG 5 1966

ALICE J. DICK, CLERK
CLERK

| | | |
|--|---|-------------------------|
| T. J. DAVIDSON, JR. and LUCILLE DAVIDSON, |) | IN THE CIRCUIT COURT OF |
| | (| |
| Plaintiffs, | * | BALDWIN COUNTY, ALABAMA |
| | * | |
| |) | |
| vs. | (| |
| | * | AT LAW |
| E. P. BELL, et al, | * | |
| |) | |
| Defendants. | (| CASE NO. _____ |

D E M U R R E R

Comes now each of the Defendants, BEN HINOTE, individually and doing business as BAY MINETTE ROOFING AND SHEET METAL CO., and BAY MINETTE ROOFING & SHEET METAL, INCORPORATED, separately and severally, in the above styled cause and demurs to Plaintiffs' Complaint as a whole and to each and every count thereof, separately and severally, upon the following separate and several grounds:

1. Said count wholly fails to state a cause of action.
2. The allegations contained in said count are vague, uncertain and indefinite and do not apprise the Defendant of what he or it is called upon to defend.
3. The allegations contained in said count are vague, misleading and confusing and do not apprise the Defendant of what he or it is called upon to defend.
4. For aught that appears from the allegations of said count, there was no legal duty owing from the Defendant to the Plaintiffs herein.
5. For aught that appears from the allegations of said

count, there was no breach of any legal duty owing from the Defendant to the Plaintiffs herein.

6. There is an insufficient allegation of agency.

7. Said count seeks to set out the *quo modo* constituting the negligence without alleging sufficient facts in support thereof.

8. Said count wholly fails to set forth sufficient facts as to how this Defendant was negligent.

9. For aught that appears, there was no proximate cause between the alleged negligence of this Defendant and the alleged damages of the Plaintiffs.

10. For that it affirmatively appears that there was no causal connection between the alleged negligence of this Defendant and the alleged damages of the Plaintiffs.

11. For that negligence, as averred, is a mere conclusion of the pleader.

12. For that it is not shown how or in what manner the alleged negligence of this Defendant caused the said explosion or fire.

13. For aught that appears, there was no physical causation between the alleged negligence of this Defendant and the damages of the Plaintiffs.

14. For aught that appears, the said conduct of Defendant was only a remote cause or a mere antecedent occasion or condition of the said damages of Plaintiffs.

15. For that Plaintiffs seek to recover damages for breach of a contract, but fail to allege the terms of said contract.

16. For aught that appears, the sole proximate cause of the alleged damages was the alleged negligence of Defendants, E. P. BELL and BELL CONSTRUCTION COMPANY.

17. For that the allegation, "Plaintiffs further allege that the repair and remodeling done by the Defendants was not performed in a good and workmanlike manner in that the butane gas system was not attached by the Defendants to the heating unit" is a mere conclusion of the pleader without sufficient facts alleged in support thereof.

18. For that the allegation, "Plaintiffs further allege that the repair and remodeling done by the Defendants was not performed in a good and workmanlike manner in that the butane gas system was not attached by the Defendants to the heating unit and that the Defendants, knowing full well that the failure to splice, attach or connect said gas pipe to the heating unit would result in a dangerous situation by allowing gas to escape into the attic of the Plaintiffs' home, failed to inspect or check for any openings in the gas system, all in violation of the terms of said contract" is a mere conclusion of the pleader without sufficient facts alleged in support thereof.

ARMBRECHT, JACKSON & DeMOUY

FILED

AUG 2 1966

ALICE J. DICK, CLERK
REGISTER

By:



BROOX G. HOLMES

CERTIFICATE OF SERVICE

I, BROOX G. HOLMES, do hereby certify that I have served a copy of the foregoing Demurrer on J. Conner Owens, Jr., Esquire, one of the Attorneys of record for Plaintiffs, by mailing the same by United States mail, first class postage prepaid and properly addressed to his office in Bay Minette, Alabama, on this 1st day of August, 1966.



BROOX G. HOLMES

T. J. DAVIDSON, JR. and
LUCILLE DAVIDSON,

Plaintiffs,

vs.

E. P. BELL, et al,

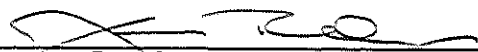
Defendants.

) IN THE CIRCUIT COURT OF
(
* BALDWIN COUNTY, ALABAMA
*
)
(
* AT LAW
*
)
(CASE NO. _____

PLEA

Comes now each of the Defendants, BEN HINOTE, individually and doing business as BAY MINETTE ROOFING AND SHEET METAL CO., and BAY MINETTE ROOFING & SHEET METAL, INCORPORATED, separately and severally, in the above styled cause and for answer to Plaintiffs' Complaint, as last amended, and to each and every count thereof, separately and severally, files the following separate and several plea:

1. Not guilty.


James R. Owen

ARMBRECHT, JACKSON & DeMOUY

By: 
BROOX G. HOLMES

CERTIFICATE OF SERVICE

I, BROOX G. HOLMES, do hereby certify that I have served a copy of the foregoing Plea on J. Conner Owens, Jr., Esquire, one of the Attorneys of record for Plaintiffs, by handing a copy to him on this 17th day of March, 1967.


BROOX G. HOLMES

Filed 3-17-67
W. J. French
Clerk

T. J. DAVIDSON AND
LUCILLE DAVIDSON

PLAINTIFFS,

VS

E. P. BELL, et al

DEFENDANTS

) IN THE CIRCUIT COURT OF

) BALDWIN COUNTY, ALABAMA

) LAW SIDE

) NUMBER: _____

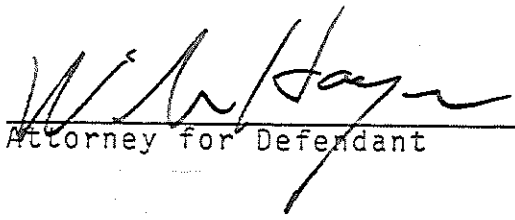
.....
Comes now Defendant, E. P. Bell and for further answer to the Complaint heretofore filed says:

1. Not guilty.
2. The matters alleged in the complaint are untrue.
3. That after Plaintiffs' home suffered damage by fire, and prior to May 12, 1966, Defendant, E. P. Bell was requested by Plaintiffs, acting by and through their agent, servant or employee then and there acting in the line and scope of his employment to make a bid to repair the home of Plaintiffs', instructing him, Defendant, E. P. Bell, to include in his bid the sum of \$1,000.00 to be paid to the Defendant, Bay Minette Roofing & Sheet Metal Company, Inc., and informing him that the said Bay Minette Roofing & Sheet Metal Company, Inc. was to perform certain repair work or installation on the heating and air-conditioning system in Plaintiffs' home; that a bid was prepared under the supervision of Plaintiffs' acting by and through their agent, servant or employee who was then and there acting in the line and scope of his employment and the said sum of \$1,000.00 as aforesaid was included therein; that the defendant, E. P. Bell never employed the said Defendant, Bay Minette Roofing & Sheet Metal Company, Inc. or any other person, firm or corporation to repair or install the heating and air-conditioning system in Plaintiffs' home; that no repair or installation on the heating and air-conditioning system of Plaintiffs' home was ~~not~~ done under the supervision or control of Defendant, E. P. Bell nor did the Defendant, E. P. Bell sub-contract with any person, firm or corporation to conduct such repair on the heating and air-conditioning system in Plaintiffs' home; and that E. P. Bell did not assume or undertake to do or perform any act in and about the heating and air-conditioning system of Plaintiffs' home nor to employ or supervise any person,

firm or corporation to install, repair or do or perform any thing or act in or about the heating and air-conditioning system of Plaintiffs' home.

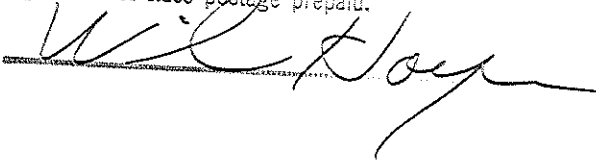
4. The Plaintiffs ought not to have and recover of the Defendants for that Plaintiffs negligently re-connected, turned on and lighted a gas appliance in their home without inspection to determine that all connections were made, which negligence has contributed to their damage.

5. The Plaintiffs ought not to have and recover of the Defendants for that Plaintiffs acting by and through their agent, servant or employee who was then and there acting in the line and scope of their employment negligently re-connected, turned on and lighted a gas appliance in their home without inspection to determine that all connections were made, which negligence has contributed to their damage.


Attorney for Defendant

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 9th day of December 1966 served a copy of the foregoing pleading on counsel for all parties to this proceeding by mailing the same by United States Mail, properly addressed, with first class postage prepaid.



FILED
DEC 10 1966
ALICE L. DUCK, CLERK
REGISTER

T.J. DAVIDSON AND
LUCILLE DAVIDSON,

Plaintiffs,

Vs.

E.P. BELL, et al.,

Defendants.

* IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

*

LAW SIDE

*

NUMBER _____

Comes now the Plaintiffs in the above entitled cause and Demurs to Defendant E.P. Bell's plea 3, 4 and 5, each demurrer addressed separate and severally to said pleas, and files the following separate and several grounds of demurrer:

1. For that said plea does not state a defense to this action.
2. For that said plea, if true, would not constitute a defense to said action by defendant Bell.
3. For that said plea does not deny that said defendant was not negligent on the occasion complained of nor does it confess and avoid the complaint of the plaintiffs.
4. For that said plea is frivolous.
5. For that said plea is duplicitous in that it attempts to join two alleged defenses in the same plea.
6. For it does not appear with sufficient certainty when the defendant E.P. Bell was allegedly requested by the plaintiffs' agents to make a bid to repair the home of plaintiffs.
7. For that said plea is vague and indefinite and it does not properly apprise plaintiffs' what defense defendant Bell is seeking to assert.
8. For it affirmatively appears from said plea that the plaintiffs' alleged negligence did not proximately cause their injury and damage.

9. For that proximate cause is not alleged with sufficient certainty.

10. For it is not alleged with sufficient certainty that the plaintiffs' alleged negligence proximately caused their damage and injury.

11. For that there is no duty owing to said defendant to make an inspection to determine that all connections were made.

12. For it does not appear with sufficient certainty that the plaintiffs' alleged negligence proximately caused their damage and injury.

13. For that said plea is no defense to an action ex delicto.

14. For that said plea is immaterial and hence not a proper defense to this action.

15. For that said alleged bid of \$1000.00, if true, would not constitute a defense for negligently installing or repairing a butane gas heating system.

FOREMAN & BROWN,
Attorneys for Plaintiffs
and
J. CONNOR OWENS, JR.

BY


James A. Johnston

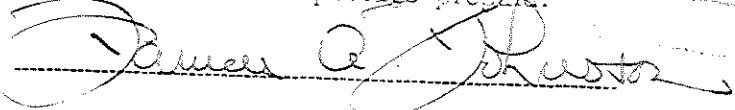
CERTIFICATE OF SERVICE

I do hereby certify that I have on this 13th day of Dec, 1966 served a copy of the foregoing pleading on counsel for all parties to this proceeding by mailing the same by United States mail, properly addressed, and first class postage prepaid.

FILED

DEC 15 1966

U.S. DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK



December 29, 1978

Hon. J. Connor Owens, Jr.
P. O. Box 729
Bay Minette, AL 36507

RE: T.J. Davidson, Jr. & Lucille Davidson vs:
E. P. Bell, Ind. & d/b/a Bell Construction, et al
Case No. 7042

Dear Connor:

The court cost of \$57.10 in the above referenced case are yet due and unpaid. I had recalled the execution for this cost as requested by you and was informed by the defense attorney that they had paid this judgment in full and told not to re-issue execution against them. I respectfully request that these costs be paid in order that I will not have to issue an execution against either plaintiff or defendant as both sides are friends of mine. Whatever mutual agreement can be met between the plaintiff and defendant on this matter should be done to save the additional cost of an execution and embarrassment of same.

Yours very truly,

Eunice B. Blackmon
Circuit Clerk

EBB/emb

cc: Mr. & Mrs. T. J. Davidson
Hon. James R. Owen
Mr. E. P. Bell

HAYES & NORTON

LAWYERS

P. O. BOX 300

BAY MINETTE, ALABAMA

36507

WILSON HAYES
TOM NORTON, JR.

TELEPHONE 937-5506

January 6, 1976

Mrs. Eunice Blackmon
Clerk
Circuit Court
Baldwin County
Bay Minette, Alabama 36507

Dear Mrs. Blackmon:

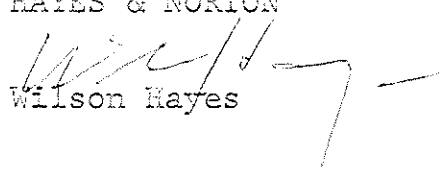
Please be informed that the Judgement in #7042,
Davidson v Bell was paid and marked satisfied on June
28, 1967. This cancellation appears of record.

We also have a release. Sending it to us will only
result in our forwarding it to Foreman and Brown.

With kind regards, I am

Yours very truly,

HAYES & NORTON


Wilson Hayes

WH/rkv

cc: Mr. J. Connor Owens, Jr.
Lawyer
Bay Minette, Ala. 36507

E. P. Bell
Bell Mortgage Company
Bay Minette, Ala. 36507

J. CONNOR OWENS, JR.

ATTORNEY AT LAW

DAHLBERG BUILDING

P. O. BOX 729

BAY MINETTE, ALABAMA 36507

December 12, 1975

Mrs. Eunice B. Blackmon, Clerk
Circuit Court of Baldwin County
Bay Minette, Alabama 36507

*Cost Bell
12-15-75*

Subject: T. J. Davidson, Jr., et al., vs. E. P. Bell
Case No. 7042, Circuit Court of Baldwin
County, Alabama. Court Costs \$57.10.

Dear Eunice:

This is with reference to the above styled matter, long disposed of, and to the execution issued for costs against Mr. Davidson recently.

As the file will reveal, Mr. and Mrs. Davidson, in the trial of this matter, obtained a judgment against E. P. Bell, individually, and d/b/a Bell Construction Company for the sum of \$10,000.00 and costs. The judgment was paid.

I note that upon execution issued against Mr. Bell for these costs that the same was returned "no property found", which is most certainly not true.

I would appreciate it very much if you would re-issue execution for these costs against Mr. Bell, and I am sure that they will be collected.

Thank you for your aid and consideration in this matter.

Sincerely yours,



J. Connor Owens, Jr.

JCO:am

The State of Alabama, Baldwin County
CIRCUIT COURT

To any Sheriff of the State of Alabama—GREETING:

You are hereby commanded that of the goods and chattels, lands and tenements of

T. J. Davidson, Jr. & Lucille Davidson

Plaintiff, you cause to be made the sum of

\$57.10

Dollars,

costs of suit, for that, whereas, on the 17th day of March, 1967 the said T. J. Davidson, Jr. & Lucille Davidson

Plaintiff, recovered by the judgment of the

Circuit Court of Baldwin County, of

E. P. Bell, Ind. & d/b/a Bell Construction, Et Al

Defendant, the

sum of \$10,000.00

Dollars, upon

which judgment an execution has been issued, and returned by the Sheriff "No property found." And have you that money ready to render to

Eunice B. Blackmon, Clerk Clerk of said

Court, and make return of this writ and the execution thereof according to law.

Witness my hand, this 21st day of Jan, 1975

Eunice B. Blackmon, Clerk.

Code 1940, Tit. 7, Sec. 518

Table with columns: CLERK'S FEES, Amount, SHERIFF'S FEES, Amount. Includes items like Suits for \$100.00 or less, Sheriff's fees for serving summons, and a summary of fees and costs totaling \$57.10.

RECEIVED

APR 02 1974

TAYLOR WILKINS
SHERIFF

JAN 28 1975

THOMAS H. BENTON
SHERIFF

Alban
No. 7042 Page

The State of Alabama,

BALDWIN County.

CIRCUIT COURT

T. J. Davidson, Jr. & Lucille Davidson

vs. Plaintiff

E. P. Bell, Ind. & d/b/a Bell Construction
Et Al

Defendant.

FI. FA. FOR COSTS

Filed this 1st day of

APRIL, 19 74

EUNICE B. BLACKMON, Clerk.

Fee Book, page

Execution Docket, Page

Foreman & Brown & J. C. Owens, Jr.
Plaintiff's Attorney.

Armbrrecht, Jackson & Demouy

James R. Owen
Defendant's Attorney.

(Box 639-2) MARSHALL & BRUCE, NASHVILLE

Received in office 19

Sheriff.

Sheriff's Execution Docket, Page

By virtue of the within Execution I have, at

o'clock M., this

day of, 19, levied

on the following:

PLAINTIFF'S WITNESSES AMOUNT

DEFENDANT'S WITNESSES

Total

to Plt's c/o Atty. 2/12/75