

JOHN T. ROUNTREE	X		
Plaintiff	X	IN THE CIRCUIT COURT OF	
vs	X	BALDWIN COUNTY, ALABAMA	
JEFFERSON MORTGAGE COMPANY, INC., a corporation	X	AT LAW	NO. _____
Defendant	X		

Comes the plaintiff in the above styled cause and propounds the following interrogatories to the defendant, Jefferson Mortgage Company, Inc., a corporation:

1. State your name.
2. What is your office or capacity of employment or function with Jefferson Mortgage Company, Inc.
3. Did this company have a contract with the Housing Authority of the City of Bay Minette?
4. Did John T. Rountree do any work as a sub-contractor on the project authorized by the Housing Authority of the City of Bay Minette?
5. Was this work done by John T. Rountree under the supervision of the Jefferson Mortgage Company, Inc.
6. What connection or relation did the Mitchell Corporation have with the work done by John T. Rountree on the property of the Bay Minette Housing Authority?
7. How many shrubs did John T. Rountree plant on this project?
8. How many trees did John T. Rountree plant on this project?
9. How many square yards on the project did John T. Rountree seed and fertilize and plant with Bermuda grass seed on this project?
10. How many square feet of sidewalks did John T. Rountree pour on this project?
11. How many square feet of concrete parking bays did John T. Rountree pour and of what thickness on this project?

12. How many square feet of concrete driveways did John T. Rountree pour on this project?

13. How many square yards of asphalt street paving did John T. Rountree pour on this project?

14. Of this paving what specifications were used for compacting, fill and for priming on this project?

15. How many lineal feet of curb and gutter did John T. Rountree pour on this project?

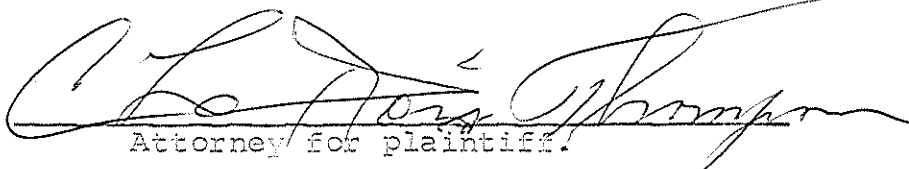
16. Were the plans on this Housing Project changed in any manner in connection with any of the work done by John T. Rountree thereby causing excess labor and expense on his part?

17. Have you paid John T. Rountree any moneys for any of these services on this project?

18. If so, attach a photocopy of the front and back of each check used in paying said plaintiff for work, labor and materials used on this housing project and an itemized list showing dates and amounts of said checks.

19. What was the capacity of Ivan Havel on this project?

20. What was the capacity of Neal Presley on this project?


Attorney for plaintiff.

STATE OF ALABAMA
BALDWIN COUNTY

Before me, the undersigned Notary Public, in and for said State and County, personally appeared C. LeNoir Thompson, who being by me first duly sworn, deposes on oath and says as follows:

~~My name is C. LeNoir Thompson and I am the attorney of record for the plaintiff in the above entitled cause, and as such, I am authorized to make this affidavit. I further state that the answer of the defendant to the foregoing interrogatories will, if truthfully made, be material evidence for the plaintiff on the trial of said cause.~~


C. LeNoir Thompson

Subscribed and sworn to before me by the said C. LeNoir Thompson on this the 19 day of December 1966.

FILED

DEC 19 1966

AME L DICK, CLERK
REGISTER


Notary Public, Baldwin County, Alabama

Received 2-13 Day of Apr 19 66
and on 3 Day of Jan 19 67
I served a copy of the within to the clerk
on Jefferson Mortgage Co.
Ray D. Bridges, Sheriff
by service on Mr. L. L. Bridges, Sheriff

RAY D. BRIDGES, Sheriff
By J. L. Bridges, Sheriff

74
CASE NO. 7106 0880

JOHN T. ROUNTREE,

Plaintiff,

vs:

3/21 Mr. L. L. Bridges

JEFFERSON MORTGAGE COMPANY,
INC., A Corp.,

Defendant,

1. AMENDED COMPLAINT
2. INTERROGATORIES

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

FILED

DEC 19 1966

ALICE L. DUCK, CLERK
REGISTER

C. LeNoir Thompson, Atty.

JOHN T. ROUNTREE	X	
Plaintiff	X	IN THE CIRCUIT COURT OF
vs	X	BALDWIN COUNTY, ALABAMA
JEFFERSON MORTGAGE COMPANY, INC., a corporation	X	AT LAW NO. _____
Defendant	X	

X

TO THE HONORABLE TELFAIR J. MASHBURN, JUDGE OF THE CIRCUIT COURT
OF BALDWIN COUNTY, ALABAMA:

Comes the plaintiff, John T. Rountree, and shows unto the Court that more than thirty days prior to the filing of this motion, the plaintiff in the above styled cause propounded interrogatories to defendant, Jefferson Mortgage Company, Inc., a corporation, under Code 1940, Tit. 7, Section 477-486, requiring said defendant to answer certain interrogatories therein propounded, and that although more than sixty days have elapsed since the service by the Sheriff of said interrogatories upon the defendant, Jefferson Mortgage Company, Inc., a corporation, the said defendant has failed, and still fails and refuses to answer the interrogatories therein propounded.

Wherefore, the plaintiff moves the Court to enforce the penalty as provided by Title 7, Section 483 of the Code of 1940 as recompiled.


Attorney for plaintiff.

FILED
APR 20 1967
ALICE L. DUCK, CLERK
REGISTER

COMPLAINT AS LAST AMENDED

JOHN T. ROUNTREE	X	
Plaintiff	X	IN THE CIRCUIT COURT OF
vs	X	BALDWIN COUNTY, ALABAMA
JEFFERSON MORTGAGE COMPANY, INC., a corporation	X	AT LAW NO. _____
Defendant	X	

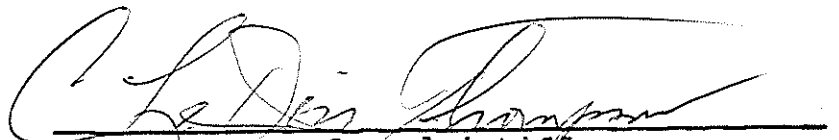
Comes the plaintiff in the above styled cause and amends
his complaint as last amended to read as follows:

-1-

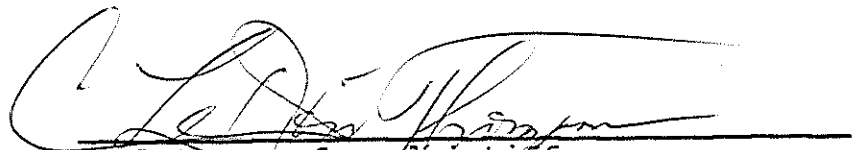
The plaintiff claims of the defendant Thirteen Thousand
Eight Hundred Sixty-four and 67/100 (\$13,864.67) Dollars due
from it by account on the 1st day of June, 1966, which sum
of money, with the interest thereon, is still unpaid.

-2-

The plaintiff claims of the defendant Thirteen Thousand
Eight Hundred Sixty-four and 67/100 (\$13,864.67) Dollars due
from it for work and labor done for the defendant by the
plaintiff on the 1st day of June, 1966, at its request which
sum of money, with the interest thereon, is still unpaid.


Attorney for plaintiff.

I hereby certify that I have this 17 day of February,
1967, mailed a copy of foregoing amended complaint to Honorable
John Chason, attorney for defendant to his address in Bay
Minette, Alabama.


Attorney for plaintiff.

JOHN T. ROUNTREE,	X	
Plaintiff,	X	IN THE CIRCUIT COURT OF
vs.	X	BALDWIN COUNTY, ALABAMA
JEFFERSON MORTGAGE COMPANY,	X	AT LAW
INC., a corporation,		NO. 7106
Defendant.	X	
	X	

DEMURRER

Comes the Defendant in the above styled cause and demurs to count "2" of the Amended Complaint filed in said cause and assigns the following separate and several grounds, viz:

1. That such count of the Amended Complaint does not state a cause of action.
2. That such count of the Amended Complaint fails to allege that the money claimed thereunder was due from the Defendant.

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing pleading has been served upon counsel for all parties to this proceeding, by mailing the same to each by First Class United States Mail, properly addressed and postage prepaid on this 16 day of Feb., 1967

[Signature]

[Signature: Gerson, Stone & Gerson]
Attorneys for Defendant

FILED

FEB 16, 1967

CLERK REGISTERED

7106
JOHN T. ROUNTREE,

Plaintiff,

vs.

JEFFERSON MORTGAGE COMPANY, INC.,
a corporation,

Defendant.

DEMURRER

FILED

FEB 16 1967

Alice A. Nuck, CLERK
REGISTER

AMENDED COMPLAINT

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Jefferson Mortgage Company, Inc., a corporation, 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 the same, then and there to answer the complaint of John T. Rountree.

WITNESS my hand this 19 day of December 1966.

Alice L. Luck

The defendant's address is
301 St. Joseph Street, Mobile, Alabama

* * * * *

JOHN T. ROUNTREE	X	
Plaintiff	X	IN THE CIRCUIT COURT OF
VS.	X	BALDWIN COUNTY, ALABAMA
JEFFERSON MORTGAGE COMPANY, INC., a corporation	X	AT LAW NO. <u>2106</u>
Defendant	X	

Comes the plaintiff in the above styled cause and amends his complaint heretofore filed in said cause to read as follows:

-1-

The plaintiff claims of the defendant Thirteen Thousand Eight Hundred Sixty-four and 67/100 (\$13,864.67) Dollars due from it by account on the 1st day of June, 1966, which sum of money, with the interest thereon, is still unpaid.

-2-

The plaintiff claims of the defendant Thirteen Thousand Eight Hundred Sixty-four and 67/100 (\$13,864.67) Dollars for work and labor done for the defendant by the plaintiff on the 1st day of June, 1966, at its request which sum of money, with the interest thereon, is still unpaid.

FILED

DEC 19 1966


CLERK
REGISTER

C. L. Davis Thompson
Attorney for plaintiff.

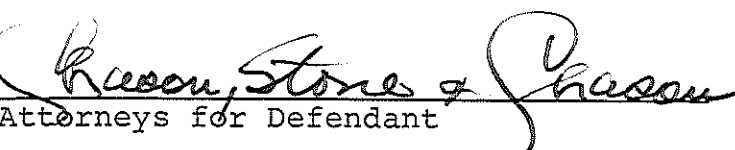
JOHN T. ROUNTREE, X
Plaintiff, X IN THE CIRCUIT COURT OF
vs. X BALDWIN COUNTY, ALABAMA
JEFFERSON MORTGAGE COMPANY, X AT LAW NO. 7106
INC., a corporation, X
Defendant. X

Comes the Defendant in the above styled cause and demurs to Count 2 of the Complaint filed in said cause and assigns the following separate and several grounds, viz:

1. That said count does not state a cause of action.
2. That said count does not allege that the sum claimed by the Plaintiff from the Defendant is due from it.
3. That said count does not allege when the sum of money claimed in such count will be due.

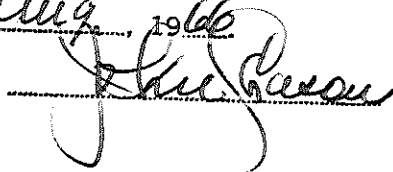

Attorneys for Defendant

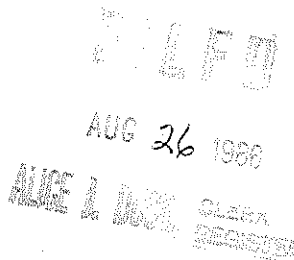
Defendant demands trial of this cause
by a jury.


Attorneys for Defendant

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing pleading has been served upon counsel for all parties to this proceeding, by mailing the same to each by First Class United States Mail, properly addressed and postage prepaid on this 26th day of Aug., 1966





7106

July

JOHN T. ROUNTREE,
Plaintiff,

vs.

JEFFERSON MORTGAGE COMPANY, INC.,
a corporation,
Defendant.

DEMURRER

FILED

AUG 26 1966

AUG 1 1966, Clerk
RECEIVED

JUL 17 1969

THE STATE OF ALABAMA - - - - - JUDICIAL DEPARTMENT

THE SUPREME COURT OF ALABAMA

SPECIAL TERM, 1969

John T. Rountree

1 Div. 509

v.

Jefferson Mortgage Co., Inc., A Corp.

Appeal from Baldwin Circuit Court

SIMPSON, JUSTICE.

The appellant (plaintiff below) brought suit in the Circuit Court against appellee on the common counts for work and

2.

labor done and on account. The defendant below filed a plea of the general issue and a special plea alleging the existence of a special or express contract which had not been performed by the plaintiff. Issue was joined on this plea.

The case was tried to a jury which returned a verdict in favor of plaintiff, appellant here, in the amount of \$4,200. After filing a motion for new trial which was denied, the plaintiff brought the case here, appealing from the final judgment.

Appellant has assigned 13 grounds of error, which fall into four categories:

1. That the judgment of the court and verdict of the jury are contrary to the law and evidence in the case.
2. That the court erred in its oral charge in various particulars.
3. That the court erred in refusing three charges requested by the plaintiff.
4. That the court erred in not setting aside the judgment and granting a new trial on the ground that the damages awarded are inadequate.

Not all of the assignments are sufficiently argued to merit consideration; however, we will consider the foregoing categories.

We have carefully read the evidence taken in this case,

3.

and deduce the following:

The appellant is a contractor. So is the appellee. The appellee was the prime contractor on the Bay Minette Housing Project. The plaintiff-appellant went to the offices of the defendant-appellee for the purpose of submitting a bid as a subcontractor on this project. While at the offices of the appellee, the plaintiff was given what was described as a partial list of the items upon which he was to bid. He was told that the work involved was that set out in the plans and specifications for the job prepared by an architectural firm. He was told where copies of the plans and specifications could be obtained.

Thereafter the appellant submitted a bid totaling \$22,233.00 and entered into a contract with appellee to do the work. The plaintiff introduced the contract which provided in part as follows:

"The work included in this subcontract is:
According to the plans and specifications including the General and Special Conditions done by Dietz, Prince and Fischrupp, Architects, in the Title Book Form of Low Rent Housing Project Ala. 1A and 1B, Bay Minette, Alabama, with addendums 1 and 2. This work to include everything required under Division Number 21 and 23.

"Also all storm Drainage Pipe, Catch Basins,

4.

Grates and all other Sub Surface Drainage is included herein in a workmanlike manner including Trenching and Back Filling of that portion that needs to be excavated where the pipe needs to be installed.

"All work to be done as set forth in Division 2, paragraphs 8A, C, D, E, and 9 D."

The plaintiff sued the defendant for \$14,093.53, contending that the total value of the work performed by him was \$36,536.20, and that he had been paid \$22,442.67.

The basis of the appellant's contention below was that he had done work over and above that upon which he had bid. However, he admitted that although he read the contract he signed with appellee, he had never looked at the plans and specifications, basing his bid, apparently, on the partial list of items included in the work to be done given to him by an officer of appellee. The appellant made this contention even though he testified that he did know that the contract he signed referred to the plans and specifications and that they were a part of the "whole deal".

The appellee put on evidence, which was undisputed, that the appellant had not completely fulfilled his obligations under the contract, but that the balance due him under the contract, not considering any specific amount for the incomplete part, was \$4,273.73. The jury as noted returned a

5.

verdict in plaintiff's favor in the amount of \$4,200.00.

With this evidence in the case, we cannot agree with the appellant's contention that the judgment and verdict are contrary to the evidence in the case. We have so often stated that verdicts are presumed to be correct, and that the trial court's denial of a motion for new trial on this ground strengthens this presumption, that nothing further need be said with respect to these contentions of appellant. - See Ala. Dig., Appeal & Error, Key No. 263(1).

Next is the contention of appellant that the court erred in refusing the following written requested charges of plaintiff:

"The Court charges the jury that the general rule is, where there is an express contract, the plaintiff can not resort to an implied contract. However, an exception to that rule is that the plaintiff may recover on the common counts as in the instant case, although the evidence discloses a special agreement where such agreement has been executed and fully performed, and no duty remains, but the payment of the price in money by the defendant.

"The Court charges the jury that it is the settled law of this State that where one knowingly

6.

accepts services rendered by another and gets the benefit and result thereof, the law implies a promise on the part of one accepting with knowledge the services rendered by another to pay the reasonable value of such service rendered.

"The Court charges the jury that the oral change of the alleged contract affects not only the quantity of work to be performed but amount of materials to be furnished and thus changed, it is clear the workman was not bound to sue on the contract, but might resort to a suit based on work and labor."

Aside from the fact that these charges are otherwise objectionable, there was no error in refusing them in that the court's oral charge covered what plaintiff was attempting to have the jury told.

The last argument made is that the amount of the verdict is inadequate. In this appellant must fail. The jury believed the defendant's version of this case - that the work to be done was that set out in the plans and specifications, and as embodied in the written contract between these parties. The amount of the verdict is essentially that which the appellee admitted was owed under this contract. There is evidence to support such a finding by the jury and

1 Div. 509

7.

we cannot disturb it here.

AFFIRMED.

Livingston, C.J., Coleman and Bloodworth, JJ., concur.

I, J. O. Sentell, Clerk of the Supreme Court
of Alabama, do hereby certify that the foregoing
is a full, true and correct copy of the instrument(s)
herewith set out as same appears of record in said
Court.

Witness my hand this 17 day of July 1969


Clerk Supreme Court of Alabama

THE STATE OF ALABAMA—JUDICIAL DEPARTMENT

THE SUPREME COURT OF ALABAMA

Special
~~October~~ Term, 19 69

1 Div. No. 509

To the Clerk ~~Register~~ of the _____ Circuit _____ Court,
_____ Baldwin _____ County—Greeting:

Whereas, the Record and Proceedings of the _____ Circuit _____ Court _____
of said county, in a certain cause lately pending in said Court between
_____ John T. Rountree _____, Appellant____,
_____ and _____
_____ Jefferson Mortgage Co., Inc., a Corp. _____, Appellee____,
wherein by said Court it was considered adversely to said appellant____, were brought before the
Supreme Court, by appeal taken, pursuant to law, on behalf of said appellant_____:

NOW, IT IS HEREBY CERTIFIED, That upon consideration thereof the Supreme Court, on the
17th day of July, 19 69, affirmed said cause, in all respects, and
ordered that appellant _____, John T. Rountree, _____

and C. Lenoir Thompson _____

surety
sureties for the costs of appeal, pay the costs of appeal in this Court and in the Court below,
for which costs let execution issue.

~~It is further certified that, it appearing that said parties have waived their rights of exemption
under the laws of Alabama, it was ordered that execution issue accordingly.~~

Witness, J. O. Sentell, Clerk of the Supreme
Court of Alabama, this the 17th day
of July, 19 69.
J. O. Sentell
Clerk of the Supreme Court of Alabama.

THE SUPREME COURT OF ALABAMA

Special
~~October~~ Term, 1969

1 Div., No. 509

John T. Rountree

Appellant,

vs.

Jefferson Mortgage Co., Inc.,

a Corp.

Appellee.

From Baldwin Circuit Court.

No. 7106
CERTIFICATE OF
AFFIRMANCE

The State of Alabama,

Baldwin County.

} Filed

this 18 day of July 1969

W. J. Duncanson

DIV. NO. _____

CERTIFICATE OF APPEAL. (Civil Cases.)

No. 7106

THE STATE OF ALABAMA

BADDWIN County.

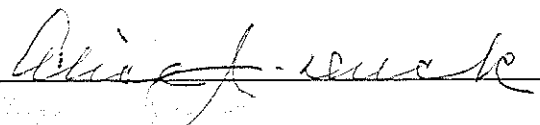
I, Alice J. Duck, Clerk of the Circuit Court of Baldwin County, in and for said State and County, hereby certify that the foregoing pages numbered from one to _____, both inclusive, contain a full, true and complete transcript of the record and proceedings of said Court in a certain cause lately therein pending wherein JOHN T. ROUNTREE

was plaintiff, and JEFFERSON MORTGAGE COMPANY, INC., A CORPORATION,

was Defendant, as fully and completely as the same appears of record in said Court.

And I further certify that the said JOHN T. ROUNTREE did on the 8th day of February, 1968, pray for and obtain an appeal from the judgment of said Court to the Supreme Court of Alabama to reverse said judgment of said Court upon entering into bond with C. LeNoir Thompson, Attorney for Plaintiff, as surety thereon, which said bond has been approved by me.

Witness my hand and the seal of said Circuit Court of Baldwin County is hereto affixed, this the 8th day of February, 1968


Clerk of the Circuit Court of
Baldwin County, Alabama.

(Code 1940, Title 7, Sec. 767)

JOHN T. ROUNTREE

Plaintiff

vs

JEFFERSON MORTGAGE COMPANY, INC.,
a corporation

Defendant

X

X

X

X

X

X

IN THE CIRCUIT COURT OF


BALDWIN COUNTY, ALABAMA

AT LAW

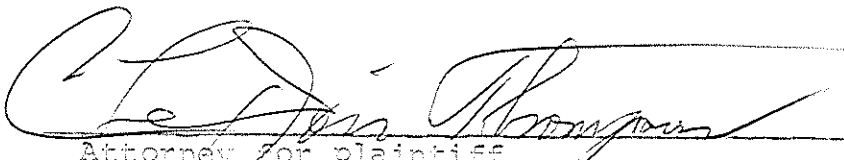
NO. _____

NOTICE OF APPEAL

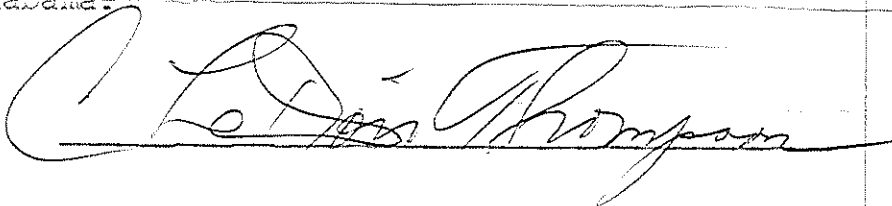
Comes John T. Rountree, plaintiff in the above styled cause and gives notice of appeal from the judgment of the Circuit Court rendered on the 8th day of December, 1967, and also from the judgment of said Court denying his motion for a new trial entered on the 15th day of January, 1968, to the Supreme Court of Alabama.


Attorney for plaintiff.

I, C. LeNoir Thompson, Attorney at Law in the above styled cause hereby acknowledge myself security for costs in the foregoing appeal.


Attorney for plaintiff.

I hereby certify I have this 8 day of February, 1968, served a copy of the foregoing Notice of Appeal on Honorable Norborne C. Stone, Attorney for defendant, by mailing copy of same U. S. Mail, postage prepaid, properly addressed to his office in Bay Minette, Alabama.



FILED

FEB 8 1968

ALICE J. BEECH

CLERK
REGISTER

JOHN T. ROUNTREE	X	
Plaintiff	X	IN THE CIRCUIT COURT OF
vs	X	BALDWIN COUNTY, ALABAMA
JEFFERSON MORTGAGE COMPANY, INC., a corporation	X	AT LAW NO. _____
Defendant	X	

Comes the plaintiff in the above styled cause and propounds
the following supplemental interrogatories to the defendant,
Jefferson Mortgage Company, Inc., a corporation:

- 1. To the individual answering for Jefferson Mortgage Company, Inc., or its successor, state your name.
- 2. What is your office or capacity of employment or function with Jefferson Mortgage Company, Inc.
- 3. Inasmuch as on previous interrogatories you listed certain payments as being made by the successor corporation to Jefferson Mortgage Company, Inc., attach a photocopy of the front and back of all checks paid John T. Rountree by the successor to Jefferson Mortgage Company, Inc., a corporation.
- 4. State what moneys the successor to Jefferson Mortgage Company paid John T. Rountree for any contract other than the Bay Minette Housing project and attach copies of checks paid for such project.
- 5. State the names of the officers and of the directors of Jefferson Mortgage Company.
- 6. State the names of the officers and of the directors of the successor to Jefferson Mortgage Company, Gulf Coast Realty Company, Inc.


 Attorney for plaintiff.

STATE OF ALABAMA
BALDWIN COUNTY

Before me, the undersigned Notary Public, in and for said State and County, personally appeared C. LeNoir Thompson, who being by me first duly sworn, deposes on oath and says as follows:

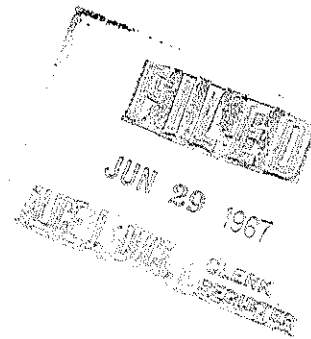
My name is C. LeNoir Thompson and I am the attorney of record for the plaintiff in the above entitled cause, and as such, I am authorized to make this affidavit. I further state that the answer of the defendant to the foregoing supplemental

interrogatories will, if truthfully made, be material evidence for the plaintiff on the trial of said cause.

C. LeNoir Thompson
C. LeNoir Thompson

Subscribed and sworn to before me by the said C. LeNoir Thompson on this the 29 day of June, 1967.

Helen McDowell
Notary Public, Baldwin County, Alabama



Service of copy accepted this 30th day of June, 1967

Malcolm P. Stone
Attorney for Plaintiff

JOHN T. ROUNTREE,	X	
Plaintiff,	X	IN THE CIRCUIT COURT OF
	X	
vs.	X	BALDWIN COUNTY, ALABAMA
	X	
JEFFERSON MORTGAGE	X	AT LAW
COMPANY, INC., A	X	
Corporation,	X	
Defendant.	X	

Comes now the Defendant in the above styled cause, by its attorneys, and objects to the supplemental interrogatories heretofore propounded to it by the Plaintiff, separately and severally, and assigns the following separate and several grounds in support thereof:

1. That said interrogatories seek to elicit information which is immaterial to the issues involved in this suit.
2. That the information sought by said interrogatories is equally available to the Plaintiff.
3. That said interrogatories are a mere fishing expedition.
4. That said interrogatories seek to elicit information which is irrevalent to the issues involved in this case.

Respectfully submitted,
CHASON, STONE & CHASON

By: *[Signature]*
Attorneys for Defendant

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing pleading has been served upon counsel for all parties to this proceeding, by mailing the same to each by First Class United States Mail, properly addressed and postage prepaid on this 5 day of July, 1967.

[Signature]

FILED
JUL 5 1967
CLERK

Refiled
July 27, 1967
Jeffery J. Marshall
Judge

JOHN T. ROUNTREE

X

Plaintiff

X

IN THE CIRCUIT COURT OF

vs

X

BALDWIN COUNTY, ALABAMA

JEFFERSON MORTGAGE COMPANY,
INC., a corporation

X

AT LAW

NO. 7160

X

Defendant

X

Comes the plaintiff in the above styled cause and propounds the following supplemental interrogatories to the defendant, Jefferson Mortgage Company, Inc., a corporation:

1. To the individual answering for Jefferson Mortgage Company, Inc., or its successor, state your name.

2. What is your office or capacity of employment or function with Jefferson Mortgage Company, Inc.

3. Inasmuch as on previous interrogatories you listed certain payments as being made by the successor corporation to ~~Jefferson Mortgage Company, Inc.~~, attach a photocopy of the front and back of all checks paid John T. Rountree by the successor to Jefferson Mortgage Company, Inc., a corporation.

4. State what moneys, if any the successor to Jefferson Mortgage Company, Inc., paid John T. Rountree for any contract other than the Bay Minette Housing project and attach copies of checks paid for such project.

X 5. State the names of the officers and of the directors of Jefferson Mortgage Company.

X 6. State the names of the officers and of the directors of Gulf Coast Realty Company, Inc., in its capacity as successor to Jefferson Mortgage Company, Inc.

X 7. State the names of the stock holders of Jefferson Mortgage Company and the amount of stock each owns.

X 8. State the names of the stock holders of Gulf Coast Realty Company, Inc., and the amount of stock each owns.


X 9. Attach a financial statement showing the capital invested in Jefferson Mortgage Company and its earnings before dissolution.

X 10. Show the description of the profits of Jefferson Mortgage Company giving the amounts paid and the names of the stockholders to whom paid.

X 11. State the salaries of the officers and directors of Jefferson Mortgage Company, Inc.

7 12. State the capital assets of Gulf Coast Realty and the amounts and sources of income of Gulf Coast Realty.

X 13. List the salaries paid the officers and directors of Gulf Coast Realty.

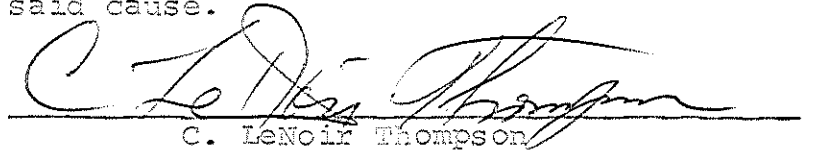

Attorney for plaintiff.

STATE OF ALABAMA

BALDWIN COUNTY

Before me, the undersigned Notary Public, in and for said State and County, personally appeared C. LeNoir Thompson, who being by me first duly sworn, deposes and says as follows:

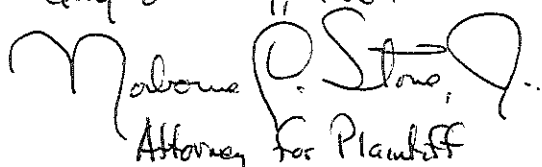
My name is C. LeNoir Thompson and I am the attorney of record for the plaintiff in the above entitled cause, and as such, I am authorized to make this affidavit. I further state that the answer of the defendant to the foregoing supplemental interrogatories will, if truthfully made, be material evidence for the plaintiff on the trial of said cause.


C. LeNoir Thompson

Subscribed and sworn to before me by the said C. LeNoir Thompson on this the 13 day of July, 1967.


Notary Public, Baldwin County, Alabama.

Service of copy accepted
this 21st day of July, 1967


Attorney for Plaintiff

FILED

JUL 18 1967

ALICE J. DUCK CLERK
REGISTER

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Jefferson Mortgage Company, Inc., a corporation, 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 the same, then and there to answer the complaint of John T. Rountree.

WITNESS my hand this 5 day of August, 1966.

Alice J. Duck

The defendant's address is
301 St. Joseph Street, Mobile, Alabama.

JOHN T. ROUNTREE	X	
Plaintiff	X	IN THE CIRCUIT COURT OF
vs	X	BALDWIN COUNTY, ALABAMA
JEFFERSON MORTGAGE COMPANY, INC., a corporation	X	AT LAW NO. <u>7106</u>
Defendant	X	

-1-

The plaintiff claims of the defendant Twenty-five Thousand (\$25,000.00) Dollars due from it by account on the 1st day of June, 1966, which sum of money, with the interest thereon, is still unpaid.

-2-

The plaintiff claims of the defendant Twenty-five Thousand (\$25,000.00) Dollars for work and labor done for the defendant by the plaintiff on the 1st day of June, 1966, at its request which sum of money, with the interest thereon, is still unpaid.

FILED

AUG 5 1966

ALICE J. DUCK, CLERK
REGISTER

LeRoy Thompson
Attorney for Plaintiff

56

Ex Aug-18-'66

5527
CASE NO. 7106

JOHN T. ROUNTREE,

Plaintiff,

vs:

JEFFERSON MORTGAGE COMPANY,
INC., A Corp.,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW, CASE NO. 7106

SUMMONS & COMPLAINT,

C. LeNoir Thompson, Atty.

RECEIVED

AUG 5 1966

TAYLOR WILKINS
SHERIFF

Received 8 Day of August 1966
and on 9 Day of August 1966
I served a Copy of the within Jefferson Mortgage
on Jefferson Mortgage
by service on Ray D. Bridges, Sheriff
Ray D. Bridges, Sheriff
Ray D. Bridges, Sheriff

FILED

AUG 5 1966

ALICE L. DICK, CLERK
REGISTER

REC'D. SHERIFF DEPT.
MOBILE COUNTY, ALA.
AUG 0 7 51 AM '66

COMPLAINT AS LAST AMENDED

JOHN T. ROUNTREE	X		
Plaintiff	X	IN THE CIRCUIT COURT OF	
vs	X	BALDWIN COUNTY, ALABAMA	
JEFFERSON MORTGAGE COMPANY, INC., a corporation	X	AT LAW	NO. _____
Defendant	X		

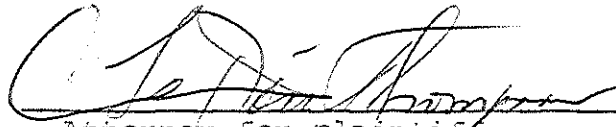
Comes the plaintiff in the above styled cause and amends his complaint as last amended to read as follows:

-1-

The plaintiff claims of the defendant Fourteen Thousand Ninety-three and 53/100 (\$14,093.53) Dollars due from it by account on the 1st day of June, 1966, which sum of money, with the interest thereon is still unpaid.

-2-

The plaintiff claims of the defendant Fourteen Thousand Ninety-three and 53/100 (\$14,093.53) Dollars due from it for work and labor done for the defendant by the plaintiff on the 1st day of June, 1966, at its request which sum of money, with the interest thereon, is still unpaid.


Attorney for plaintiff.

I hereby certify that I have this 7 day of June, 1967, served a copy of the foregoing amended complaint on Honorable John Chason, attorney for defendant by leaving a copy of same in his office in Bay Minette, Alabama.



FILED

JUN 7 1967

ALICE J. DICK, CLERK
REGISTER

JOHN T. ROUNTREE,	X		
Plaintiff,	X	IN THE CIRCUIT COURT OF	
	X		
vs.	X	BALDWIN COUNTY, ALABAMA	
	X		
JEFFERSON MORTGAGE	X	AT LAW	NO. 7160
COMPANY, INC., A	X		
Corporation,	X		
Defendant.	X		

PLEAS:

Comes now the Defendant in the above styled cause, by its attorneys, and for answer to the Complaint heretofore filed against him and to each count thereof, separately and severally, says as follows:

1. The allegations of the Complaint are untrue.

Respectfully submitted,

CHASON, STONE & CHASON,

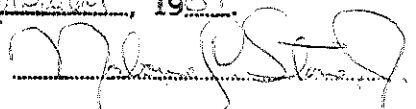
By: 
Attorneys for Defendant

FILED

SEP 6 1967

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing pleading has been served upon counsel for all parties to this proceeding, by mailing the same to each by First Class United States Mail, properly addressed and postage prepaid on this 6th day of September, 1967.



ALICE J. BUCK CLERK
REGISTER

JOHN T. ROUNTREE,	X	
Plaintiff,	X	IN THE CIRCUIT COURT OF
	X	
vs.	X	BALDWIN COUNTY, ALABAMA
	X	
JEFFERSON MORTGAGE COMPANY,	X	AT LAW
INC., a corporation,	X	NO. 7106
Defendant.	X	

DEMURRER TO AMENDED COMPLAINT

Comes now the Defendant in the above styled cause, by its Attorneys, and demurs to "COUNT TWO" of the Amended Bill of Complaint heretofore filed against it in this cause and assigns the following separate and several grounds in support thereof:

1. Said Count fails to state a cause of action.
2. The allegations of the Count are vague, indefinite and uncertain.
3. Said Count attempts to combine two statutory common counts and is not substantially in accordance with the terms and provisions of Title 7, Section 223 (10) of the Code of Alabama of 1940.
4. The said Count fails to allege that the Plaintiff furnished materials to the Defendant at its request.
5. Said Count attempts to combine a ~~case~~ cause of action for indebitatus assumpsit with a cause of action in assumpsit.
6. There is a misjoinder of causes of action in the said Count.

Respectfully submitted,

CHASON, STONE & CHASON

By: [Signature]
Attorneys for Defendant

*Filed 9-12-67
9:40 A.M.
Alice French
Clerk*

JOHN T. ROUNDTREE,

Plaintiff,

VS.

JEFFERSON MORTGAGE COMPANY,
INC., a corporation,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 7106

AMENDED COMPLAINT

Now comes the plaintiff in the above styled cause and amends his complaint to read as follows:

COUNT ONE

The plaintiff claims of the defendant Fourteen Thousand Ninety-three and 53/100 (\$14,093.53) due from it by account on the 1st day of June, 1966, which sum of money, with the interest thereon, is still unpaid.

COUNT TWO

The plaintiff claims of the defendant Fourteen Thousand Ninety-three and 53/100 (\$14,093.53) due from it for work and labor done and materials furnished for the defendant by the plaintiff on the 1st day of June, 1966, at its request which sum of money, with the interest thereon, is still unpaid.

C. L. Thompson

J. E. [unclear]

Attorneys for Plaintiff

Filed 9-12-67
Wingfield
clerk

We the jury
find in favor
of the
PLAINTIFF
in the amount
of \$4,200⁰⁰

Wilmer Lipscomb
Foreman

JOHN T. ROUNTREE,	X	
	X	IN THE CIRCUIT COURT OF
Plaintiff,		
vs.	X	BALDWIN COUNTY, ALABAMA
JEFFERSON MORTGAGE COMPANY,	X	
INC., a corporation,		
	X	AT LAW NO. 7106
Defendant.	X	

PLEAS

Comes now the Defendant in the above styled cause by its attorneys and for answer to the amended complaint heretofore filed against it and to each Count thereof, separately and severally, pleads as follows:

1. The allegations of the amended complaint are untrue.
2. That on the 14th day of June, 1965, the Plaintiff entered into a written contract with the Defendant in and by the terms of which the Plaintiff contracted and agreed to furnish all materials and perform all work in a good and workmanlike manner required by Division Numbers 21 and 23 in accordance with the General and Special conditions of the contract between the Housing Authority of the City of Bay Minette, Alabama, and this Defendant, and in accordance with the drawings and specifications prepared by Dietz, Prince and Fischrupp and Rester & Coleman, Engineers, Inc.; and also all storm drainage pipe, catch basins, grates and all other sub-surface drainage included in the job in Bay Minette, Alabama known as the low rent housing project, Alabama 1A and 1B, Bay Minette, Alabama, including Addendums 1 and 2 to said plans and specifications, at and for the price of \$22,034.00. That in addition to said contract, the Plaintiff entered into a further and additional contract with the Defendant to do all site work required by said plans and specifications for said job or project at and for the price of \$3,200.00 making a total contract price on

said job or project between the Plaintiff and the Defendant of \$25,234.00. That the Plaintiff proceeded to do the work and furnish the materials required by said contracts and during the course of said work the Defendant authorized additional work consisting of an additional catch basin and additional pipe in the total amount of \$1,482.40. That the Defendant has paid to the Plaintiff for work done by him under said original contract, additional contract, and for said extras the total sum of \$22,442.67. That the Plaintiff has not complied with, and has breached, his said contracts with the Defendant in that he did not do the work in a good and workmanlike manner and he has failed and refused to complete the landscaping as required by said contract and the plans and specifications for said job or project in that he failed and refused to prune and fertilize existing trees, he did not replace dead or defective shrubs, he did not plant dogwood trees as specified, he did not regrade for required grade and drainage, he did not plant the lawns to the limits of the property, he did not remove all debris and he did not provide top soil for a sufficient depth in one part of the project, all as required by the contract hereinabove referred to. Hence the Plaintiff should not be allowed to recover.

Respectfully submitted,

CHASON, STONE & CHASON

By:


Attorneys for Defendant

Filed: Nov. 27, 1967.

Jessie J. Marlborough
Judge.

THE STATE OF ALABAMA
Baldwin County - Circuit Court

TO ANY SHERIFF OF THE STATE OF ALABAMA — GREETING:

Whereas, at a Term of the Circuit Court of Baldwin County, held on the 8th
day of December, 1967 Monday, 196XX, in a cer-
and denial of Motion for New Trial January 15, 1968/
tain cause in said Court wherein John T. Rountree
Plaintiff, and Jefferson Mortgage Company, Inc.
a corporation Defendant, a judgement was rendered against said
Jefferson Mortgage Company, Inc., a corporation
to reverse which judgment, the said John T. Rountree

applied for and obtained from this office an APPEAL, returnable to the next
Term of our Supreme Court of the State of Alabama, to be held at Montgomery, on
the day of, 196next, and the necessary security for costs
having been given by the said C. LeNoir Thompson, Attorney for plaintiff
with, sureties,

Now, You Are Hereby Commanded, without delay, to cite the said Jefferson Mortgage
Company, Inc., a corporation or Chason, Stone & Chason, by: John Chason,
attorney, to appear at the next Term of our
said Supreme Court, to defend against the said Appeal, if they think proper.

Witness, ALICE J. DUCK, Clerk of the Circuit Court of said County, this 12th
day of February, A. D., 1968

Attest:

Alice J. Duck, Clerk.

NO. 7106

CIRCUIT COURT
Baldwin County, Alabama

John I. Rumblee

Vs. { Citation in Appeal

Jefferson Mortgage
Inc.

Issued _____ day of _____, 196____,

To be served on:
Mr. N.C. Stone

14 day of Feb. 68
15 day of Feb. 68
Citation
N.C. Stone

TAYLOR WILKINS, Sheriff
By W. A. Helbert, D.

7106

JURY LIST - DECEMBER 4, 1967 TERM - BALDWIN COUNTY

1. Anderson, Evar, Civil Service, Elberta
2. Aylin, E. Mack, International Paper, Bay Minette
3. Booth, Robert E., Laborer, Fairhope
4. Cowline, W. B., Farmer, Robertsdale
5. Dwork, Joseph, Jr., Salesman, Belforest
6. Dyer, Ted, Mechanic, Fairhope
7. Ellison, W. V., Farmer, Robertsdale
8. Fackler, Paul W., Mechanic, Loxley
9. Frank, George, Farmer, Elberta
10. Gibbs, Floyd, Grocery Store, Bay Minette
11. Godwin, Dewey C., Mechanic, Bay Minette
12. Good, John, Jr., Farmer, Elberta
13. Hawkins, Ernest B., Public Accountant, Foley
14. Hodges, Willie Lee, Sawmill, Bay Minette
15. Hoffman, Winfred C., Govt Emp, Bay Minette
16. Kelly, W. Marvin, Bank, Bay Minette
17. King, Vernon, Farmer, Robertsdale
18. Lager, J. E., Salesman, Foley
19. Lehman, Harold, Farmer, Summerdale
20. Lindsey, Walter M., Abstractor, Bay Minette
21. Lipscomb, Wilmer, Farmer, Magnolia Springs
22. Manning, Wesley W., Civil Service, Foley
23. Meszaros, Michael A., Retired, Elberta
24. Morse, Wilson W., Civil Service, Foley
25. Oswell, Charles, Timber & Oil, Spanish Fort - Daphne
26. Palmer, James J., Farmer, Robertsdale
27. Peterson, Morris Sidney, Farmer, Gateswood
28. Roberts, Howard, Civil Service, Stapleton
29. Salac, Tommy, Farmer, Robertsdale
30. Schroeder, Walter, Painter, Elberta
31. Smith, Orrie, Sr., Brookley Field, Daphne
32. Steele, Clyde Madison, Merchant, Bay Minette
33. Stephens, W. Henry, Millman, Stockton
34. Survant, Ray H., Civil Service, Lillian
35. Trawick, Emma D., Stapleton
36. Williamson, Huston, Civil Service, Elberta
37. Wright, Justice D., Forester, Stapleton
38. Capps, Curtis
39. Krentley, Emory
40. Dean, Earl
41. Powell, Burley

41
 39
 12
 27

D XXXXX XXXXX XXXE

D XXXXX XXXXX XXXX

JOHN T. ROUNTREE,	X	
Plaintiff,	X	
VS.	X	IN THE CIRCUIT COURT OF
		BALDWIN COUNTY, ALABAMA
JEFFERSON MORTGAGE COMPANY,	X	
INC., a corporation	X	AT LAW NO. 7106
Defendant	X	

OBJECTIONS TO INTERROGATORIES

Comes now the Defendant in the above styled cause, by its attorneys, and objects to the interrogatories heretofore propounded by the Plaintiff to it, and to each of such interrogatories separately and severally, and assigns the following separate and several grounds in support thereof:

1. The interrogatories call for information and facts which are within the knowledge of the Plaintiff as well as within the knowledge of this Defendant.
2. The interrogatories call for immaterial, irrelevant and incompetent testimony.
3. The interrogatories constitute an attempt on the part of the Plaintiff to require the Defendant to establish his cause of action.
4. The interrogatories are a mere fishing expedition.
5. The interrogatories invade the province of the court.
6. The interrogatories invade the province of the jury.
7. The interrogatories call for conclusions of law.
8. The interrogatories assume certain facts which this Defendant is unable to know and which it cannot ascertain after diligent effort.
9. The interrogatories are vague, indefinite and uncertain.

ANSWERS TO INTERROGATORIES

Without waiving the foregoing objections to the interrogatories, but expressly insisting thereon, comes now the Defendant in the above styled cause, and for answer to the interrogatories heretofore propounded to it, says as follows:

1. Abraham A. Mitchell.

2. On the date of the execution of the contract which is the basis of this suit, I was Vice-President and a Director of Jefferson Mortgage Company, Inc. Subsequent to said date Jefferson Mortgage Company, Inc. was dissolved and the successor corporation was, and is, Gulf Coast Realty Company, Inc.; of which latter company I am the Vice-President and a Director.

3. Yes (Jefferson Mortgage Company, Inc.).

4. John T. Rountree had a sub-contract with Jefferson Mortgage Company, Inc. and he did work under his sub-contract with that company. The work which he did was not "authorized" by the Housing Authority of the City of Bay Minette, Alabama.

5. Yes, partly.

6. None.

7. 359. With respect to this answer and to the answers to interrogatories numbered 8-13, inclusive, and interrogatory number 15, the Defendant states that it does not know that John T. Rountree personally did the work referred to in the interrogatories. This Defendant does not know whether Mr. Rountree sub-contracted some of the work referred to, but it does know that he was responsible for all of the work particularly set forth in his contract with this Defendant.

8. 44.

9. 9,890 square yards.

10. 4,164 square feet of four foot sidewalks, and 15,120 square feet of three foot sidewalks.

11. 2,283 square feet of thickness which is unknown to the Defendant but which it assumes is of the thickness required in the plans and specifications which were examined by the Plaintiff.

12. 9,612 square feet.

13. 2,530 square yards.

14. See attached copy from Division 21 of the specifications prepared for and on behalf of the Bay Minette Housing Authority.

15. 2,682 linea feet.

16. A catch basin was added to the plans and specifications and this Defendant contracted with John T. Rountree to do this extra work and he was paid for same.

17. Yes.

18. Attached is an itemized list showing the dates and amounts of the checks paid by Jefferson Mortgage Company or Gulf Coast Realty Company to John T. Rountree for work done under the contracts which are the subject matter of this suit.

19. Superintendent of Jefferson Mortgage Company, Inc.

20. Clerk of the Works for the Housing Authority of the City of Bay Minette, Alabama.


Abraham A. Mitchell

FILED

DEC 1 1967

ALICE J. DUCK CLERK
REGISTER

STATE OF ALABAMA

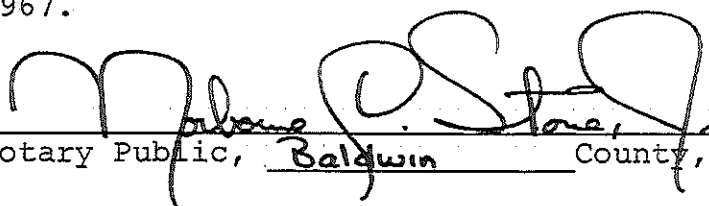
COUNTY OF BALDWIN

Before me, the undersigned authority, personally appeared Abraham A. Mitchell, who is known to me and who, being by me first duly and legally sworn, did depose and say under oath as follows:

That he signed the foregoing answers to the interrogatories propounded by John T. Rountree to Jefferson Mortgage Company, Inc., in that certain cause now pending in the Circuit Court of Baldwin County, Alabama, wherein John T. Rountree is the Plaintiff and Jefferson Mortgage Company, Inc., is the Defendant. That he has personal knowledge of the answers, or has ascertained through others the correctness of the answers, and he verily believes the answers as hereinabove contained to be true and correct.


Abraham A. Mitchell

Sworn to and subscribed before
me this 6th day of June.
1967.


Notary Public, Baldwin County, Alabama

FILED

DEC 1 1967

ALICE J. DUCK CLERK
REGISTER

LIST OF PAYMENTS MADE TO JOHN T. ROUNTREE BY JEFFERSON MORTGAGE COMPANY, INC., AND ITS SUCCESSOR UNDER CONTRACT FOR BAY MINETTE HOUSING AUTHORITY LOW RENTAL HOUSING.

	<u>CHECK NO.</u>	<u>DATE</u>	<u>AMOUNT</u>
1.	24384	7/14/65	\$3,200.00
2.	25015	12/15/65	\$ 242.20
3.	25047	12/22/65	\$5,585.22
4.	25071	12/29/65	\$1,000.00
5.	25122	1/5/66	\$2,551.50
6.	43	2/9/66	\$2,704.00
7.	92	2/25/66	\$2,013.75
8.	1171	3/25/66	\$1,000.00
9.	1249	4/13/66	\$3,696.00
10.	1249	4/13/66	\$ 450.00

The above list is attached to and made a part of the answers of Abraham A. Mitchell to interrogatories propounded by John T. Rountree to Jefferson Mortgage Company, Inc. in Case # 7106 now pending in the Circuit Court of Baldwin County, Alabama.