

FRANCES G. MALLORY,

Plaintiff,

-VS-

WILLIAM G. SANDERS,
SEABRIGHT CORPORATION, A
Corporation and JOE PILCHER

Defendants.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW


CASE NO. 7227

MOTION OF DEFENDANT, JOE PILCHER, TO REQUIRE PLAINTIFF
TO ANSWER CERTAIN OF DEFENDANTS'S INTERROGATORIES

Comes the Defendant in the above styled cause and shows unto the Court that he propounded written interrogatories to the Plaintiff, as authorized and provided by Sections 477 et seq of Title 7 of the 1940 Code of Alabama, and that the Plaintiff has evasively answered or has declined to answer Defendant's interrogatories numbered 4, 6 (b), 6 (c), 6 (d), 6 (e), 8 (a), 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 21, 22, 24, 25, 26, 29, 30, 32, 33, 34, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, and 53.

PREMISES CONSIDERED, Defendant moves the Court to enter an Order requiring the Plaintiff to file full and complete answers to each of the above referred to interrogatories on or before a date to be designated by this Honorable Court and, in default thereof, to enter judgment nil dicit in favor of the Defendants and against the Plaintiff with leave to prove damages or to enter such other Order of Court as the Court may deem meet and proper under the circumstances.

Defendant further shows unto the Court that this case will probably be set for trial during the month of _____, 1968.



CECIL G. CHASON
Attorney for Defendants

NOTIFICATION

To: Wilters & Brantley, Attorneys for Plaintiff

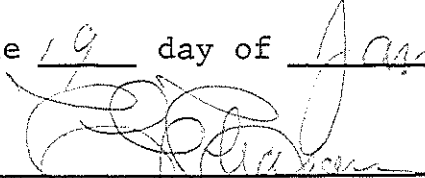
Please take notice that the original of the above and foregoing Motion has been filed with the Clerk of the Circuit Court of Baldwin County, Alabama, and will be called up for hearing before one of the Judges of said Court on the _____ day of _____, 1968, at _____ M., o'clock, at which time you may be present if you so desire.

This the _____ day of _____, 1968.


CECIL G. CHASON
Attorney for Defendants

CERTIFICATE AS TO SERVICE

Cecil G. Chason, Attorney of Record for Defendants in the above styled cause, does hereby certify to the Court that he served a copy of the above and foregoing Motion and Notification on Messrs. Wilters & Brantley on the 19 day of Jan, 1968.


CECIL G. CHASON
Attorney for Defendants

FILED

JAN 19 1968

ALICE J. DUCK

CLERK
REGISTER

7227

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JAN 19 1968

ALICE J. DUCK

CLERK
REGISTER

FRANCES G. MALLORY,	X	
Plaintiff,	X	
vs.	X	IN THE CIRCUIT COURT OF
		BALDWIN COUNTY, ALABAMA
WILLIAM G. SANDERS, SEA-	X	
BRIGHT CORPORATION, a		AT LAW
Corporation and JOE PILCHER,	X	
		CASE No. 7227
Defendants.	X	

Now comes the Plaintiff, and for answer to the interrogatories heretofore propounded, says:

1. Frances G. Mallory, age 46, Gulf Shores, Alabama, Real Estate Broker.

2. I am a licensed real estate broker, and have been since June of 1961. I now have a current license.

3. I have made the required bond for my real estate license. I have been advised by my counsel that the rest of this question is immaterial and irrelevant.

4. I have been advised by my counsel that this is immaterial and irrelevant and has no bearing on the case at issue.

5. Yes. The Defendant, Joe Pilcher, requested that I get an agreement from Mr. Sanders for the said lots and on January 3, 1966, I received an agreement to sell these lots to Mr. Pilcher, and Mr. Pilcher agreed to purchase the same on February 16, 1966, under the terms of Mr. Sanders.

6. Yes.

(a) There were several phone conversations concerning the transaction, and I was advised by the Defendant, William G. Sanders, the agreement above referred, to sell. This was all done prior to January 3, 1966. I do not remember the dates or who was present at that time.

(b) I was authorized by Mr. Sanders to sell these lots under the terms and conditions related to the Defendant, Joe Pilcher, of which terms and conditions he has in his possession as well as I in mine.

(c) See 6 (b), which is the identical question.

(d) The Defendant, Joe Pilcher, has this sales offer in his possession as well as I in mine.

(e) See 6 (d).

(f) No.

7. Mr. Sanders told me on January 3, 1966, that he would pay ten per cent (10%) commission on the consumation of the sale. This occurred in his office.

8. Yes.

(a) As agent for Seabright Corporation and Joe Pilcher.

(b) Frances G. Mallory, Agent, and Seabright Corporation.

(c) Yes.

9. Yes; as to my authorization by the Defendant, Joe T. Pilcher, Jr., he has as much knowledge of this as I have, and I have already stated in my previous answers, my authorization from the President of the Seabright Corporation.

10. I was authorized by Seabright Corporation to accept a down payment from Joe T. Pilcher. I do not understand the balance of the question.

11. On advise of counsel I refuse to answer this question on the grounds that it is immaterial, irrelevant and has no bearing on the suit at hand.

12. See 11.

13. See 11.

14. See 13.

15. See 12.

16. I have already answered this question in previous answers.

17. On advice of counsel, this question is immaterial, irrelevant and has no bearing on the suit at hand.

18. This question has already been answered in my previous answers.

19. I was acting as agent of both Joe T. Pilcher, Jr. and the Seabright Corporation. I have already answered the balance of this question in answers prior to this.

20. No. Upon notifying Mr. Sanders that I had received the check from Mr. Pilcher, he advised me that one of the lots had been sold to someone other than the Defendant, Pilcher. I have not retained the proceeds from the check.

21. I changed the check made to me and the Seabright Corporation to read: Frances G. Mallory as Agent for the Seabright Corporation. This was done with the consent of Joe T. Pilcher, which he had knowledge.

22. On advice of counsel, I refuse to answer this question on the grounds that it is immaterial, irrelevant and has no bearing on the suit at hand.

23. No, I have previously answered this question.

24. The knowledge to this answer is within the knowledge of the Defendant, Joe T. Pilcher, as well as mine.

25. No; when I advised Mr. Sanders that I had received the down payment from Mr. Pilcher.

26. Mr. Pilcher knows the answer to these questions.

27. Mr. Pilcher knows these instruments have been returned to him.

28. No.

29. I acted as agent for both parties, and I had the deal ready to close. No-one has paid me a commission. One of these Defendants owe me some money.

30. This check was placed in my escrow account pending the closing of this deal. This is the general policy of all real estate agents.

31. No.

32. As far as I know, this was never discussed with Mr. Gus Schoultz at the time it was deposited.

33. This \$2500.00 check, as I have already said, was placed in my escrow funds, and the proceeds have been returned to the Defendant, Joe T. Pilcher.

34. It seems to me that I have already answered all these questions, including number 34.

35. No.

36. No, but I think Mr. Pilcher owes me a commission for the work done.

37. The only ones I know is the parties to this suit.

38. I have already answered this question four or five times.

39. This question is immaterial, irrelevant and has no bearing on the suit at hand.

40. This is immaterial, irrelevant and has no bearing on the suit at hand, Mr. Pilcher knows this, very well.

41. Mr. Pilcher knows the answer to this question, and also it is immaterial, irrelevant and has no bearing on the suit at hand.

42. This answer is immaterial, irrelevant and has no bearing on the suit at hand. Apparently Mr. Pilcher, Attorney

at Law, has forgotten this rule of evidence.

43. This question is immaterial, irrelevant and has no bearing on the suit at hand.

44. This question is immaterial, irrelevant and has no bearing on the suit at hand.

45. This question is immaterial, irrelevant and has no bearing on the suit at hand.

46. Mr. Pilcher knows this as well as I. I have been involved in a number of real estate transactions with Mr. Pilcher.

47. This is immaterial, irrelevant and has no bearing on the suit at hand.

48. This is immaterial, irrelevant and has no bearing on the suit at hand.

49. This is immaterial, irrelevant and has no bearings on the suit at hand.

50. This is immaterial, irrelevant and has no bearing on the issue at hand.

51. This is immaterial, irrelevant and has no bearing on the issue at hand.

52. This is immaterial, irrelevant and has no bearing on the issue at hand.

53. This is immaterial, irrelevant and has no bearing on the issue at hand.

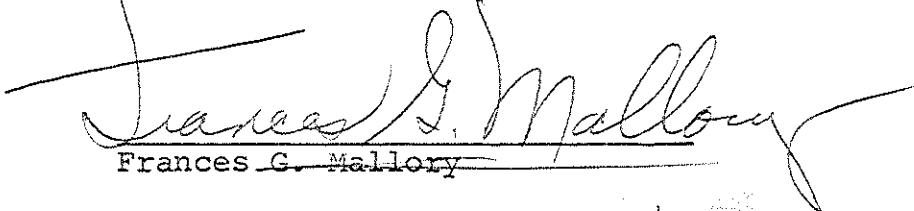
Dated this 17th day of November, 1967.


Frances G. Mallory

STATE OF ALABAMA

BALDWIN COUNTY

Before me, the undersigned authority, personally appeared Frances G. Mallory, who after first being sworn, deposes and says that the facts alleged therein are true and correct, to the best of her knowledge.


Frances G. Mallory

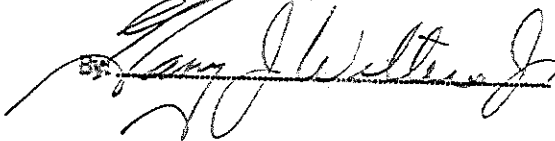
Sworn to and subscribed before me this the 17th day of November, 1967.


Notary Public,

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 22nd day of November 1967 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.

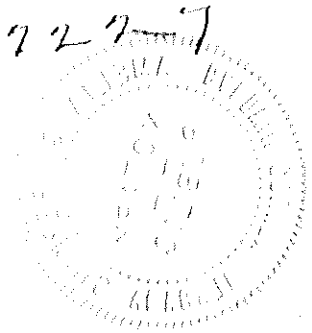
WILTERS & BRANTLEY


BY Gary J. Wilters

FILED

NOV 22 1967

ALICE J. DUCK CLERK
REGISTER



FILED

NOV 22 1967

ALICE J. DUCK

CLERK
REGISTER

FRANCES G. MALLORY,	X	
Plaintiff,	X	IN THE CIRCUIT COURT OF
vs.	X	BALDWIN COUNTY, ALABAMA
WILLIAM G. SANDERS, SEA-	X	AT LAW
BRIGHT CORPORATION, a		
Corporation and JOE PILCHER	X	CASE NO. 7227
Defendants.	X	

Now comes the Plaintiff, and for answer to the interrogatories heretofore propounded, says:

4. Attached.

6. (b). There is attached to our answer a letter dated January 3, 1966 from W. G. Sanders authorizing me to sell the property along with the acceptance of the above agreement by Joe T. Pilcher, Jr., on February 16, 1966.

9. I was authorized by Seabright Corporation to sell the lots mentioned in this question and the attached letter dated January 3, 1966 gives the extent of my authorization. Joe T. Pilcher asked me to get this agreement so that he could purchase the property from Seabright Corporation.

10. In the letter of January 3, 1966, from W. G. Sanders which is attached to my answer; the letter directed Mr. Pilcher to pay \$2,500.00 down on the above described property. I was acting as agent for the Seabright Corporation, and I assumed as such agent, I had authority to accept the down payment.

11. I really don't understand this question, but I was not authorized to negotiate any check for Mr. Pilcher or anyone else, and I did not do so, I deposited the \$2,500.00 to my escrow account acting as a real estate agent.

17. I received the check and on the check was written "Frances G. Mallory, Agent, and Seabright Corporation". I called Mr. Pilcher and told him that the check should be made

to Frances G. Mallory, Agent for Seabright Corporation, and did he want me to send this check back and him make a new one. At that time he told me to change the "and" to "for" and initial his initials, and that he would call his bank, or have his secretary call the bank, and for them to honor the check. Again I refer to the letter of January 2, 1966 for my authority to act for the Seabright Corporation.

19. I again point out that I have not negotiated any \$2,500.00 check. As I stated before, I deposited it to my escrow account.

24. I believe Mr. Sanders informed me somewhere around July 7, 1966, that they had already sold one of the lots. I believe I called Mr. Pilcher the same day.

25. No, and I answered that question in #24.

26. (a), (b) and (c). I received these instruments for the purpose of consummating the agreement which is attached hereto dated January 3, 1966.

30. As I have stated before, I did not cash, nor negotiate the \$2,500.00 check. I deposited it in my escrow account acting as a real estate agent. This has always been my custom, and I think it is accepted as such among all real estate agents.

32. I told Mr. Schultz that someone owed me some money; I had an agreement and acceptance of agreement between the Seabright Corporation and Joe T. Pilcher, Jr. So far as I remember, I never told Mr. Schultz that I had any right to keep the \$2,500.00, but that someone did owe me some money between the two of them.

Dated this 17th day of May, 1968.

FILED

MAY 20 1968

ALICE J. DUCK

CLERK
REGISTER

Frances G. Mallory

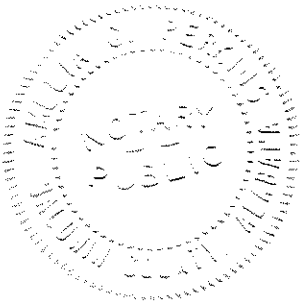
STATE OF ALABAMA

BALDWIN COUNTY

Before me, the undersigned authority, personally appeared Frances G. Mallory, who after first being sworn, deposes and says that the facts alleged therein are true and correct, to the best of her knowledge.

Frances G. Mallory
Frances G. Mallory

Sworn to and subscribed before me this the 20th day
of May, 1968.



Amelia B. Perkins
Notary Public,

FILED

MAY 20 1968

ALICE J. DUCK

CLERK
REGISTER

January 3, 1966

Mrs. Frances G. Mallory, Realtor
Frances G. Mallory Agency
P. O. Drawer #258
Gulf Shores, Alabama

Dear Mrs. Mallory:

In accordance with our recent conversations, and in accordance with our telephone conversation this morning, I hereby accept the verbal offer made by Mr. Joe T. Pilcher, Jr., covering the property hereinafter described, and subject to the terms and conditions as hereinafter set out, viz:-

W.H.S. *File 5*
Lots No. ~~Two~~ (2), Seven (7) and Nine (9), in Block "B", of Baldwin Beach Properties Subdivision, a map or plat of which subdivision is of record in Map Book 4, Page 230, in the office of the Judge of Probate of Baldwin County, Alabama.

Subject to:

1. Mr. Pilcher paying \$2,500.00 down for the above described property, with the total purchase price being \$16,500.00. I, as one of the owners, hereby agree to accept a First Mortgage in the amount of \$14,000.00, with interest at the rate of 6% per annum, over a period not to exceed 10 years, payable in Forty (40) equal quarterly installments, including principal, and interest on the unpaid principal balance due, with an option to Mr. Pilcher to release in minimums of 100 feet, upon the payment of \$4,500.00 principal for each 100 feet released, as principal payments are made on the Mortgage, to be selected by Mr. Pilcher. Mr. Pilcher shall have the privilege of pre-payment, without penalty.

I hereby agree that the owners of the above described property will furnish a Warranty Deed in proper Alabama form, a survey of the property, including the plat, and a Title Insurance Policy showing free, clear and merchantable title to the property.

It is further stipulated that this transaction shall be closed within a period not to exceed 60 days.

Sincerely,

W. G. Sanders

W. G. Sanders

I hereby agree to the above.

2-16-66

Joe T. Pilcher, Jr.
Joe T. Pilcher, Jr.

UNITED STATES FIDELITY AND GUARANTY COMPANY

BALTIMORE MARYLAND

NOTICE OF RENEWAL BY NEW BOND

AGENT CODE - LINE CODE - SERIAL NO. - YEAR

BOND NUMBER (SAME NUMBER AS PREVIOUS BOND)	10531 13 264 67				PR MO	PRINCIPAL AND ADDRESS													
TO: AGENT (NAME AND ADDRESS)	PRICHARD INS. AGENCY PRICHARD, ALA.					MALLORY, FRANCES G. P.O. BOX 258 CORNER HWY. 59 & 180 GULF SHORES, ALA.													
PERIOD	FROM 10-1-67	TO 9-30-68	COMPLETION 9-30-68		OBLIGEE														
B.O. B'HAM, ALA.					STATE OF ALA.														
RENEWAL PROCEDURE 42																			
AMOUNT	PREMIUM	CM.	LINE	STATE	% M OR TERR.	FORM	CLASS	TEMP. OR AMT. OR C.P.	AMT.	DED.	CD. SUR.	RULE VAR.	EXPOS. (MO.)	BOND COUNT					
\$ 2,000.	\$ 30.00	✓	13	01	XXX	15	424	11		X	X	1	X	XX 01					

PREMIUM CREDIT \$ 10.00	FROM PRIOR BOND PERIOD	TO
NET PREMIUM \$ 20.00	1-24-67	9-30-67

DESCRIPTION:
REAL ESTATE BROKERS BOND

F.S. 12 (9-64)
REMARKS:

8-2-67 NW

PRICHARD INSURANCE AGENCY, Inc.

By J. M. Pauck

AGENT'S COPY

FRANCES G. MALLORY,	)	IN THE CIRCUIT COURT OF
)	
Plaintiff,	)	BALDWIN COUNTY, ALABAMA
)	
VS	)	AT LAW
)	
WILLIAM G. SANDERS,	)	CASE NO. 7227
SEABRIGHT CORPORATION, A)	
Corporation and JOE PILCHER)	
)	
Defendants.)	

ORDER REQUIRING PLAINTIFF
TO ANSWER CERTAIN OF DEFENDANT'S INTERROGATORIES

This cause was submitted upon motion of the Defendant to require Plaintiff to answer certain of Defendant's interrogatories, and upon due consideration thereof, the Court is of the opinion that the motion is well taken to the following interrogatories numbered 4, 6 (b), 9, 10, 11, 17, 19, 24, 25, 26, 30 and 32.

It is thereford ORDERED, ADJUDGED and DECREED by the Court that the Plaintiff be required to file full and complete answers to each of the aforesaid interrogatories within twenty (20) days from the date of this order.

DONE the first day of May, 1968.

Telfair J. Mashburn
Telfair J. Mashburn
Judge Twenty-Eighth Judicial Circuit

FILED

MAY 6 1968

ALICE J. DUCK CLERK
REGISTER

700722-7

JURY LIST - SPRING SESSION, MARCH 10, 1969

Trancey Maltby
Wm. H. Sanders

1. Taylor, Frank, Printer, Stapleton
2. Pindall, Horace A., Farmer, Gulf Shores
3. Day, Warren W., Civil Service, Elberta
4. Drew, Norman Lee, Mechanic, Bay Minette
5. Lazzari, Angelo, Farmer, Belforest
6. Allen, Norman W., Farmer, Gateswood
7. Yelding, Bailey, Sr., Carpenter & Bricklayer, Daphne
8. Graham, James R., Laborer, Bay Minette
9. Andrews, Herbert E., Farmer, Foley
10. Williams, Samuel D., Gov't. Employee, Fairhope
11. Fletcher, Charles T., Gov't. Employee, Bay Minette
12. Gamble, L. Jack, Salesman, Bay Minette
13. Garrett, Malcolm, Farmer, Belforest
14. Underwood, Mechanic, Foley
15. Weatherford, Arthur C., Newport, Bay Minette
16. Harrison, Bibb, Farmer, Fairhope
17. Henry, J. W., Salesman, Fairhope
18. Hinterlighter, Daniel C., Clerk, Bay Minette
19. Cain, Hurman L., Mechanic, Bay Minette
20. Crancham, Donald R., Farmer, Mag. Spgs.
21. Cabiness, Marvin, Laborer, Bay Minette
22. Larson, Henry L., Brick Layer, Elberta
23. Matthews, Reid, Furniture Store Oper., Robertsdale
24. McKenzie, Robert E., Meat Packer, Fairhope
25. Mitchel, Fred, Jr., Service Station, Stapleton
26. Mund, Andrew, Fisherman, Gulf Shores
27. Osborne, W. H., Civil Service, Foley
28. Pierce, Arthur, Insurance, Fairhope
29. Rayborn, Cecil, Farm Laborer, Robertsdale
30. Clemons, Frank, Grand Hotel, Fairhope
31. Boros, Anthony J., Farmer, Elberta
32. Burkhardt, John M., Farmer, Elberta
33. Allen, Leslie Sr., Clerk, Fairhope
34. Allen, James B., Jr., Farmer, Lillian
35. Jones, George, Business Operator, Daphne
36. Wenzel, Emmett O., Merchant, Gulf Shores
37. Clemmons, W. P., Carpenter, Fairhope

37
12
25
12
13

P. XXXX XX

D XXXXX A

FRANCES G. MALLORY,)	
)	
Plaintiff,	)	IN THE CIRCUIT COURT OF
)	
-vs-	)	BALDWIN COUNTY, ALABAMA
)	
WILLIAM G. SANDERS,	)	AT LAW
SEABRIGHT CORPORATION, A)	
Corporation and JOE PILCHER,	)	CASE NO. 7227
)	
Defendants.)	

MOTION OF DEFENDANT, JOE PILCHER, TO REQUIRE PLAINTIFF
TO REANSWER CERTAIN OF DEFENDANT'S INTERROGATORIES

Comes the Defendant in the above styled cause and shows unto the Court that he propounded written interrogatories to the Plaintiff, as authorized and provided by Sections 477 et seq of Title 7 of the 1940 Code of Alabama, and that on, to-wit, the first day of May, 1968, this Honorable Court ruled that the Plaintiff had either failed to answer or had evasively answered certain of the Defendant's interrogatories; and because thereof directed the Plaintiff to reanswer said interrogatories; and that the Plaintiff in her reanswer of the said interrogatories has either failed to answer or has evasively answered the following interrogatories numbered 9, 11, 19, 26 and 30.

THE PREMISES CONSIDERED, Defendant moves the Court to enter an Order requiring the Plaintiff to file full and complete answers to each of the above referred to interrogatories on or before a date to be designated by this Honorable Court and, in default thereof, to enter judgment nil dicit in favor of the Defendants and against the Plaintiff with leave to prove damages or to enter such other Order of Court as the Court may deem meet and proper under the circumstances.



C. G. Chason, Attorney for Defendants

I do hereby certify that I have on this 6th day of August 1968, served a copy of the foregoing motion on counsel for all parties to this proceeding by mailing the same by United States Mail, properly addressed, and first class postage prepaid.

FILED

AUG 7 1968

ALICE J. DUCK CLERK


C. G. Chason

FRANCES G. MALLORY,	)	IN THE CIRCUIT COURT OF
)	
Plaintiff,	)	BALDWIN COUNTY, ALABAMA
)	
VS.	)	AT LAW
)	
WILLIAM G. SANDERS, SEA-)	
BRIGHT CORPORATION, a	)	CASE NO. 7227
Corporation and JOE PILCHER,)	
)	
Defendants.)	

DEFENDANT'S INTERROGATORIES TO PLAINTIFF,
FRANCES G. MALLORY

Comes the Defendant, Joe Pilcher, and propounds the following interrogatories to the Plaintiff, Frances G. Mallory, to be answered separately and severally in the manner and form provided by law, viz:

1. State your name, age, residence, and occupation.
2. State whether you are a licensed real estate broker under the laws of the State of Alabama, and if so, state when you were licensed, how long you have been licensed, and the number of your last state license and the date thereof.
3. Have you filed with the Alabama Real Estate Commission the required \$2,000.00 bond required of all licensed real estate brokers? If so, give the name and address of the insurance company which signed such bond with you as a surety thereon.
4. Attach to your answers to these interrogatories a copy of the most recent license issued to you by the Alabama Real Estate Commission, together with a copy of your bond which was filed with the Alabama Real Estate Commission.
5. State whether, in your capacity as a licensed real estate broker under the Laws of the State of Alabama, you handled or were in any way connected with a transaction relating to the purchase of Lots 5, 7, and 9, of Block E, of Baldwin Beach Subdivision, by Defendant, Joe Pilcher, from the Defendant, Seabright Corporation, or from its President, William G. Sanders? If so, then state fully and in complete detail all of the details relating to the handling by you of such transaction.
6. Did you discuss with William G. Sanders, President of Seabright Corporation, the sale by that corporation to Defendant, Joe Pilcher, of the aforesaid Lots 5, 7, and 9, of Block E, of Baldwin Beach Subdivision? If so, then please

state the following:

(a) State with respect to each and every conversation or discussion when and where it occurred, and the names and addresses of all persons who were present.

(b) Did Mr. Sanders, as President of Seabright Corporation, authorize you to sell said Lots to the Defendant, Joe Pilcher, and if so, state fully and explicitly the exact nature of your authorization, and the time and place when it was given.

(c) Did Mr. Sanders authorize you to act as Agent for Seabright Corporation? If so, state when and where you received any such authorization, and state fully and in complete detail the complete definition and scope of any such authority.

(d) Did Mr. Sanders sign a sales offer with you on behalf of Seabright Corporation? If so, attach to the answers to these interrogatories a copy of any such offer of proposal.

(e) If you obtained from Mr. Sanders an offer to sell such lots to Joe Pilcher, please state whether there were any conditions imposed by Mr. Sanders with respect to the delivery by you of such contract to Joe Pilcher.

(f) Did Mr. Sanders advise you that before he could authorize the sale of said lots, that it would be necessary to obtain the consent of any other person? If so, or if anything pertaining to this was discussed by you with Mr. Sanders, then please state fully and in complete detail the substance of each and all conversations between you relating to such subjects.

7. State whether you had any arrangement or agreement with either the Defendant, Joe Pilcher, or the Defendant, Seabright Corporation, relating to the payment of a real estate sales commission to you for the sale of said Lots 5, 7, and 9, of Block E, of Baldwin Beach Subdivision? If so, then state fully and in complete detail the nature of any such understanding or arrangement, and when and where it was made.

8. State whether you received from the Defendant, Joe Pilcher, his original letter dated June 22, 1966, together with his trust account check for \$2,500.00,

and executed purchase money note and mortgage payable to Seabright Corporation for \$14,000.00? If so, then please state the following:

(a) For what purpose and upon what terms and conditions, and in what capacity, did you receive and accept this letter and its said contents?

(b) When you received said check, who was the payee or payees named therein?

(c) Was not said check made payable jointly to: "Frances G. Mallory, Agent, and Seabright Corporation", and did it not recite that it was given for payment of balance due on closing of Lots 5, 7, and 9, of Block E, of Baldwin Beach Subdivision?

9. Were you ever at any time authorized by Joe T. Pilcher, Jr., or by the President of Seabright Corporation, W. G. Sanders, to act for it as its agent in any capacity relating to the sale or proposed sale to Joe T. Pilcher, Jr., of Lots 5, 7, and 9, of Block E, of Baldwin Beach Subdivision? If so, then state fully and in detail when, where, and by whom you were authorized to act as agent, and state fully and in complete detail the scope and extent of your authority.

10. Were you ever authorized by William G. Sanders, President of Seabright Corporation, or by any other officer of Seabright Corporation, to act as the agent for Seabright Corporation in accepting from Joe T. Pilcher, Jr., his trust account check for \$2,500.00, or in the negotiation of such check, or in the receipt or disbursement of the proceeds from any such check? If so, then state fully the scope of any such authority, when you were so authorized, and by whom you were so authorized.

11. Were you authorized to negotiate the aforesaid \$2,500.00 check drawn by Joe T. Pilcher, Jr., on his trust account without closing the proposed sale from Seabright Corporation of Lots 5, 7, and 9, of Block E, Baldwin Beach Subdivision? If so, then state fully the nature of any such authority, when and where and by whom any such authority was given, and for what purpose it was given.

12. Did you co-mingle all or any part of the proceeds of the said \$2,500.00 check with your own funds?

13. Attach to your answers to these interrogatories copies of your bank statements for the months of July, August, September, October, and November, of 1966, at the Farmers & Merchants Bank of Foley, Alabama, on all bank accounts maintained at that bank by you.

14. Do you maintain a separate trust account or escrow account for the receipt and disbursement of funds coming into your hands in your capacity as a real estate agent, but not belonging to you?

15. Did you negotiate at the Farmers & Merchants Bank, of Foley, Alabama, the aforesaid \$2,500.00 check drawn by Joe T. Pilcher, Jr., on his trust account, with Citizens Bank & Trust Company, on or about July 6, 1966? If so, please state by what authority and for what purpose you negotiated this check, and the disposition and use which you made of the proceeds thereof. State whether said \$2,500.00 was deposited to your account with the Farmers & Merchants Bank, whether said funds are presently on deposit to your account, and whether at any time any of said funds have been used by you, and if so, the purpose of any such use.

16. By what authority and for what purpose did you receive from Joe T. Pilcher, Jr., the sum of \$2,500.00, on July 6, 1966, by reason of the negotiation of his aforesaid trust account check in that amount?

17. Did you make any alteration on the aforesaid \$2,500.00 check received by you from Joe T. Pilcher, Jr.? If so, state for what purpose and by what authority this alteration was made.

18. State under what conditions, if any, you were authorized by Joe T. Pilcher, Jr., to endorse and negotiate his aforesaid \$2,500.00 check, and for what purpose, and upon what conditions you were authorized and required to disburse the proceeds thereof.

19. At the time you negotiated the aforesaid \$2,500.00 check, were you then acting as agent for Joe T. Pilcher, Jr., or were you then acting as agent for Seabright Corporation? If so, state when, where, and by whom you were so appointed and authorized to act as agent, and state fully and in detail the complete extent and scope of your authority as such agent.

20. Have you ever paid or accounted to Seabright Corporation, for the proceeds of the aforesaid \$2,500.00 check received by you from Joe T. Pilcher, Jr., and endorsed and negotiated by you as agent for Seabright Corporation? If your answer to this question is yes, please explain fully. If your answer to this question is no, please state why you have not done so, whether you intend to do so in the future and by what authority and on what basis you have accepted and retained such check and the proceeds thereof.

21. Did you alter the aforesaid \$2,500.00 check before endorsing and negotiating it? If so, explain fully when, where, and by what authority you made such alterations.

22. Did you advise the Farmers & Merchants Bank, of the fact that you had altered the aforesaid \$2,500.00 check at the time you negotiated and deposited said check at said bank? If so, state fully and in complete detail when, where, and to whom did you furnish such advice, and give the substance of what was said at all such times and places.

23. Have you ever closed a sale to Joe T. Pilcher, Jr., of said Lots 5, 7, and 9, of Block E, of Baldwin Beach Subdivision? If the answer is no, then state why you have not done so.

24. Please state when you were first advised by William G. Sanders, President of Seabright Corporation, or by any other person, that Seabright Corporation did not intend to consummate the proposed sale to Joe T. Pilcher, Jr., of Lots 5, 7, and 9, of Block E, Baldwin Beach Subdivision, and when you first advised Joe T. Pilcher, Jr., of such fact.

25. At the time you received from Joe T. Pilcher, Jr., his aforesaid letter dated June 22, 1966, together with the Exhibits described therein, were you aware or had you been advised by William G. Sanders that Seabright Corporation did not intend to consummate the said sale? If your answer is no, please state when you were first so advised by the said William G. Sanders.

26. Please state fully and in complete detail for what use and purpose, and upon what terms and conditions, and in what capacity, you received from Joe T. Pilcher, Jr., each of the following instruments relating to the proposed

purchase of Lots 5, 7, and 9, of Block E, Baldwin Beach Subdivision:

(a) The aforesaid trust account check for \$2,500.00, payable for the balance due on closing of Lots 5, 7, and 9, of Block E, Baldwin Beach Subdivision.

(b) The aforesaid negotiable promissory note for \$14,000.00 payable to Seabright Corporation.

(c) The aforesaid real estate mortgage for \$14,000.00 to Seabright Corporation.

27. Please state whether you have in your possession the aforesaid note and mortgage for \$14,000.00 payable to Seabright Corporation? If your answer is yes, then state fully by what authority, and for what use and purpose, and upon what terms and conditions, if any, you are still holding the same. If your answer is no, then state fully and in complete detail what disposition you made of said note and mortgage, and the purpose thereof.

28. Do you claim or contend that you have ever been authorized by Joe T. Pilcher, Jr., to deliver or negotiate the aforesaid \$2,500.00 check without first having obtained from Seabright Corporation, a deed in favor of Joe Pilcher for the aforesaid Lots 5, 7, and 9, of Block E, Baldwin Beach Subdivision? If your answer is yes, then state when, where, and for what purposes you were authorized by Joe Pilcher, or claimed you were authorized by Joe Pilcher to deliver or negotiate said check.

29. Do you assert or claim any right in your own name to any part of the aforesaid sum of \$2,500.00? Do you claim or assert any such right as agent for Seabright Corporation? If your answer to either of these questions is yes, please explain fully and in complete detail what your contentions are.

30. Do you claim or contend that you had any right to cash or negotiate the aforesaid \$2,500.00 check without having first closed and consummated the proposed purchase by Joe Pilcher of said Lots 5, 7, and 9, of Block E, Baldwin Beach Subdivision, and obtain from Seabright Corporation, a warranty deed conveying said Lots to Joe Pilcher? If so, state fully and in detail any such claim or contention by you.

31. State whether or not you discussed with Mr. Gus Schoultz, Vice-President of the Farmers & Merchants Bank, your right to alter, endorse, negotiate, or disburse the aforesaid \$2,500.00 check? If your answer is yes, then state when and where such discussion took place, who was present other than yourself, and the substance of what was said by you and Mr. Schoultz at each and every such conversation.
32. State whether or not you told Mr. Gus Schoultz, Vice-President of Farmers & Merchants Bank, that you were authorized to retain said sum of \$2,500.00, and that you were not obligated to repay to Joe Pilcher all or any part thereof? If you deny making this statement, then please state exactly what was said by you, relating to your claim or right to said \$2,500.00 check or to the proceeds thereof.
33. State whether or not the proceeds of said \$2,500.00 check were received by you as escrow funds, and if so, give a full and complete accounting of the proceeds thereof, including the dates, amounts, payees and purposes for which all or any part of said sum of \$2,500.00 was used or disbursed by you. Also, state whether all or any part of said sum of \$2,500.00 was co-mingled by you with your personal funds, or was used by you for your personal use and benefit.
34. Have you ever at any time rendered or submitted to either Joe T. Pilcher, Jr., or Seabright Corporation, an accounting or explanation for your receipt or your use of said sum of \$2,500.00? If so, give full and complete circumstances, including when, where, and to whom any such accounting or explanation was given, and the complete substance and contents thereof.
35. Do you admit to owing to Joe Pilcher any sum of money whatsoever? If so, state the amount that you admit owing to Joe Pilcher.
36. Do you claim or contend that you have any right to retain all or any part of said sum of \$2,500.00 without first making a full and complete accounting of the proceeds thereof to Seabright Corporation? If so, explain fully and in detail the nature of any such claim. If your answer is no, then state whether you have so accounted for such funds to Seabright Corporation.

37. Please state the names and addresses of each and every person known to you who is or may be familiar with any of the facts and circumstances which form the basis of the complaint made by you in the above styled cause, or of any defense which is or may be asserted with respect to such complaint.

38. State when, where, by what authority, and for what purpose you made or permitted an alteration to be made in the aforesaid check for \$2,500.00 mailed to you by Joe T. Pilcher, Jr., and payable jointly to: "Frances G. Mallory, Agent, and Seabright Corporation".

39. Within the last two years, have any other persons complained to you or threatened to file suit against you because of your handling of earnest money deposits or closing funds? If your answer is yes, please give complete details.

40. Please state whether you are aware of any complaints filed against you, or any written letters of complaint regarding you, delivered or written to the Alabama Real Estate Commission? If so, give the complete circumstances and details.

41. State whether or not you have ever had in your possession each and every item sued for and more particularly described in Count Two of the Complaint, in Detinue, which was filed against you by the Defendant, Joe Pilcher. With respect to each and every item for which you answered in the affirmative, then please state whether you now have each such item, whether you had each such item when said suit was filed against you to recover the same, and what disposition, if any, you have made of each and every such item.

42. State fully and in complete detail exactly what you told Deputy Sheriff Joe Easterlin in your conversation with him in Gulf Shores, Alabama, on November 12, 1966, when he served a complaint in Detinue on you, and sought to obtain from you possession of the personal property claimed in said Detinue suit. Include in your answer whether or not you told Mr. Easterlin that you had ever had possession of the items sued for, whether or not you told Mr. Easterlin that you then had possession of such items at that time, and whether or not you told Mr. Easterlin anything with reference to the whereabouts of such items.

43. State whether or not any or all of the statements which you made to Mr. Easterlin were false in any respect, and if so, state why you made such false statements to Mr. Easterlin.

44. With respect to the note and mortgage claimed and more particularly described in Count Two of the Complaint in said Detinue suit filed against you, state the following:

(a) When and under what circumstances did you receive this note and Mortgage?

(b) Did you receive this note and mortgage in your capacity as a real estate agent, and if so, state the terms and conditions under which you accepted them?

(c) State fully and in complete detail the terms, conditions, and circumstances under which you were authorized to deliver said note and mortgage, or to transfer its possession to any person other than yourself, or to dispose of it in any manner other than by returning it to Joe T. Pilcher, Jr.?

(d) Where was this note and mortgage on November 12, 1966, at the time you were served a copy of the summons and complaint in said Detinue suit filed against you by Deputy Sheriff Easterlin?

(e) State where this note and mortgage are at the present time.

(f) If you do not have possession of this note and mortgage, or if you have at any time given up possession of this note and mortgage, then state when, where, and to whom you delivered it, and state fully and in detail the authority by which you delivered it.

45. State whether or not you claim any right, title, or interest in any of the items claimed and more particularly described in Count Two of the Complaint in the Detinue suit filed against you, and if so, then state fully and in complete detail the nature of any such right, title, or interest claimed by you.

46. State whether you have ever acted as a real estate agent for Joe Pilcher. If so, then state fully and in complete detail when and where you were so authorized or employed, the full and exact terms and conditions of any such employment or authorization, and the person or persons who you claim were

present at the time any such employment or authorization was made or given.

47. State whether or not you have ever requested that Joe Pilcher gave you an exclusive listing contract on any of his property, and if so, state whether or not you claim Joe Pilcher ever in fact gave you such exclusive listing or contract. If you claim to have been given any such contract, then attach a copy thereof to your answers to these interrogatories. If you have no such written contract, then explain why you do not have any written contract.

48. Is it not a fact that Joe Pilcher on one or more occasions refused to give you an exclusive listing contract for the sale of his property?

49. State the name, address, and date shown, of each and every person to whom you showed any real estate owned by Joe Pilcher or to whom you offered for sale any real estate owned by Joe Pilcher.

50. State whether or not you have received from any person, firm, or corporation, offers to purchase real estate owned by Joe Pilcher. If so, then state when and where each such offer was made, the full and complete terms thereof, and whether or not you accepted any earnest money or escrow money from any such person, firm, or corporation. Attach to your answers to these interrogatories copies of any written contracts which you might have taken with any such person, and state fully and in complete detail the disposition made by you of any and all funds received by you as earnest money, down payments, or escrow funds from any such persons, firms, or corporations, or in any way connected with any such offers from any such persons, firms, or corporations.

51. Please state whether within the preceding twelve months you have improperly used escrow funds, or have co-mingled escrow funds with your personal funds, or have been accused of doing either by clients or persons with whom you have dealt as a real estate agent? If the answer to this interrogatory is in the affirmative, then please furnish complete information and details with reference to any such information, reports, or complaints known or made known to you.

52. Please state whether during the preceding twelve months complaints have been made to the Baldwin County Real Estate Board by one or more persons, regarding the handling by you of sales contracts or of escrow funds. If

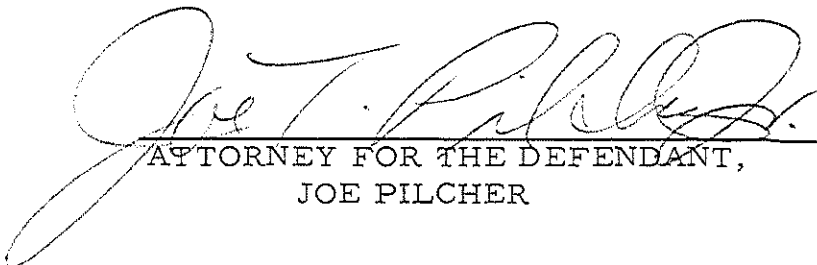
your answer is in the affirmative, please furnish complete information and particulars.

53. With respect to each and every item of personal property for which a claim for the possession or conversion thereof has been made against you by Joe T. Pilcher, Jr., please state the following:

(a) When and where did you first receive each such item, and for what use and purpose?

(b) Where and in whose possession was each such item (1) when suit was filed in this cause, (2) on November 12, 1966, when you were served with a copy of the Summons and Complaint in Detinue by Deputy Sheriff Joe Easterlin, (3) When you talked to Mr. Gus Shoultz, Vice-President of Farmers and Merchants Bank of Foley, Alabama, in November, regarding the aforesaid check, note, and mortgage, and (4) at the time of your answers to these interrogatories.

(c) Have you ever refused to deliver possession thereof to Deputy Sheriff Joe Easterlin, or to Joe T. Pilcher, Jr., or to your attorney, Harry Wilters? Please furnish complete details with respect to any affirmative answer stating why, when, where, and by what authority each and every such refusal was made by you.


ATTORNEY FOR THE DEFENDANT,
JOE PILCHER

JOE T. PILCHER, JR.
Attorney at Law
Selma, Alabama
ATTORNEY FOR THE DEFENDANT
JOE PILCHER

STATE OF ALABAMA
COUNTY OF DALLAS

Before me, the undersigned authority, in and for said State and County, personally appeared Joe T. Pilcher, Jr., who being by me first duly sworn, on oath, deposes and says:

That he is the attorney of record for the defendant, Joe Pilcher, in the foregoing styled cause and the answers to the foregoing interrogatories if

truthfully made will be material testimony for the defendant, Joe Pilcher, in
said cause.

Joe T. Pilcher

SWORN TO AND SUBSCRIBED BEFORE me on this the 7 day
of December, 1966.

Juanita H. Gibbs
Notary Public

FILED
DEC 7 1966
ALBANY, OHIO, CLERK
RECORDS

12/8/66

Service accepted

Walter J. Gatty
for Plaintiff

FRANCES G. MALLORY,

Plaintiff,

VS.

WILLIAM G. SANDERS, SEA-
BRIGHT CORPORATION, a
Corporation and JOE PILCHER,

Defendants.

DEFENDANT'S INTERROGATORIES
TO PLAINTIFF,

FRANCES G. MALLORY

FILED
DEC 7 1988
JOE T. PILCHER, JR. CLEAR
REGISTER

JOE T. PILCHER, JR.
ATTORNEY AT LAW
28 BROAD STREET
SELMA, ALABAMA

Francis G. Mallory
Plaintiff

William D. Sanders and
Dechright Corp. &
Corporation
Defendants

In the Circuit
Court of Baldwin
County, Alabama
at Law
Case No. 7227

Comes now the Plaintiff in
the above styled Cause and
joins issue with the Defendants
as to Plea # 5 and says
that the matters alleged
therein are true.

As to Plea # 6 the Plaintiff
joins issue and says that the charges
between the instruction of
Mr. Sanders and the written
instruction are in consequence

As to Plea # 7 the Plaintiff
joins issue and says that
Mr. Sanders did not notify
the Plaintiff that he was
reaching the offer to sell.

Witness & Brantley

by: Ray J. Williams

Filed: March 10, 1969. at 2:15 PM,

Jefair J. Moulton
Judge

FRANCES G. MALLORY,	X	
Plaintiff,	X	
vs.	X	IN THE CIRCUIT COURT OF
		BALDWIN COUNTY, ALABAMA
WILLIAM G. SANDERS, SEA-	X	
BRIGHT CORPORATION, a		AT LAW
Corporation and JOE	X	
PILCHER,		CASE NO. 7227
	X	
Defendants.	X	

Comes Now, Harry J. Wilters, Jr., Attorney of record for the Plaintiff in the above styled cause and notifies the Defendant, William G. Sanders and Seabright Corporation, a Corporation, to produce the original Incorporation papers for the Seabright Corporation, and a list of the stockholders on January 3, 1966.

WILTERS & BRANTLEY

BY: *Harry J. Wilters Jr.*
Attorney for the Plaintiff

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 5 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.

WILTERS & BRANTLEY

By: *Harry J. Wilters Jr.*

FILED

DEC 6 1968

ALICE J. DUCK CLERK
REGISTER

FRANCES G. MALLARY

Plaintiff,

VS.

WILLIAM G. SANDERS, SEA-
BRIGHT CORPORATION, a
Corporation and JOE PILCHER,

Defendant,

)
) IN CIRCUIT COURT OF
)
) BALDWIN COUNTY, ALABAMA
)

)
) AT LAW
)

)
) CASE NO. 7227
)
)
)
)

ANSWER TO NOTICE TO PRODUCE

Comes now Frances G. Mallory and for answer to the
Defendants Notice to Produce says: That she has never received
a letter as described in said motion.

Frances G. Mallory

Sworn to and subscribed before me on this the 5th
day of December, 1968.

Amelia B. Perkins
Notary Public,

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 5th day of Dec
1968 served a copy of the foregoing pleading on counsel for all
parties to this proceeding by mailing the same by United State
Mail, properly addressed, and first class postage prepaid.

WILTERS & BRANTLEY

W. J. Wilters

FILED

DEC 6 1968

ALICE J. DUCK

CLERK
REGISTER

FRANCES G. MALLORY,)	
Plaintiff,	)	IN THE CIRCUIT COURT OF
-vs-	)	BALDWIN COUNTY, ALABAMA
WILLIAM G. SANDERS and	)	AT LAW
SEABRIGHT CORPORATION, a	)	CASE NO. 7227
corporation,)	
Defendants.)	

AMENDED PLEA

Comes now the Defendants and for answer to the Complaint, as last amended, and each count thereof, separately and severally, filed against them in said cause, say and aver as follows:

PLEA ONE

The Defendants for answer to the Complaint, and to each and every count thereof, separately and severally, saith that the allegations of said Complaint, and of each and every count thereof, separately and severally, are untrue.

PLEA TWO

The Defendants for answer to Count One of the Complaint, saith that the allegations of said Count One of the Complaint are untrue.

PLEA THREE

The Defendants for answer to Count Two of the Complaint, saith that the allegations of said Count Two of the Complaint are untrue.

PLEA FOUR

The Defendants for answer to Count Three of the Complaint, saith that the allegations of said Count Three of the Complaint are untrue.

PLEA FIVE

The Defendants confess that the Defendant, William G. Sanders, signed an instrument dated January 3, 1966, wherein certain property owned by Seabright Corporation was offered for sale to one Joe T. Pilcher, which said instrument was prepared by the Plaintiff; however, as a matter in avoidance, alleges the following: That at the time he signed said instrument, the Defendant, William G. Sanders, advised the Plaintiff that he did not have the authority to bind the Defendant, Seabright Corporation, and that he would

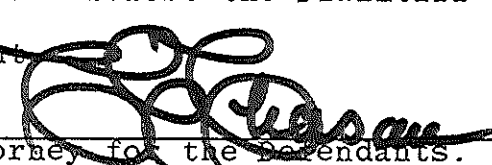
have to get the approval of Maurine Brice, Secretary and a major stockholder of Seabright Corporation, before the contract could be executed, and the Defendant, William G. Sanders, alleges that Maurine Brice never approved said offer.

PLEA SIX

The Defendants confess that the Defendant, William G. Sanders, signed an instrument dated January 3, 1966, wherein certain property owned by Seabright Corporation was offered for sale to one Joe T. Pilcher, which said instrument was prepared by the Plaintiff; however, as a matter in avoidance, alleges the following: That at the time the Defendant, William G. Sanders, signed said instrument the Plaintiff represented to Mr. Sanders that the payment and release provisions of said instrument had been drawn in accordance with his previous directions and, relying on this representation by the Plaintiff, the Defendant, William G. Sanders, signed said instrument without reading the same. The Defendant, William G. Sanders, alleges that the payment and release provisions in said instrument were not drawn in accordance with his instructions and thus, the written instrument was not the actual offer or contract authorized or intended by the Defendants.

PLEA SEVEN

The Defendants confess that the Defendant, William G. Sanders, signed an instrument dated January 3, 1966, wherein certain property owned by Seabright Corporation was offered for sale to one Joe T. Pilcher, which said instrument was prepared by the Plaintiff; however, as a matter in avoidance, alleges the following: That even though the Defendant, William G. Sanders, signed said instrument, the said instrument was not drawn in accordance with his instructions and because thereof, he duly and legally notified the Plaintiff, both orally on January 3, 1966, and in writing on January 4, 1966, that he revoked the offer to sell the property owned by Seabright Corporation, to Joe T. Pilcher and that said revocation of the Defendant's offer was made before the Plaintiff took any action relying on the instrument.


Attorney for the Defendants.

I do hereby certify that I have on this 4th day of December, 1968 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.

FRANCES G. MALLORY,	)	IN THE CIRCUIT COURT OF
)	
Plaintiff,	)	BALDWIN COUNTY, ALABAMA
)	
VS.	)	AT LAW
)	
WILLIAM G. SANDERS, SEA-	)	CASE NO. 7227
BRIGHT CORPORATION, a)	
Corporation and JOE PILCHER,)	
)	
Defendants.)))	

NOTICE TO PRODUCE

Comes now CECIL G. CHASON as Attorney of Record for the Defendants in the above styled cause and notifies the Plaintiff to produce at the trial of this cause set for the 12th day of September, 1968, that certain letter heretofore executed from the Defendant, WILLIAM G. SANDERS, to the Plaintiff, on the 4th day of January, 1966; which said letter states verbatim as follows:

"January 4, 1966

Miss Frances Mallory
Gulf Shores, Alabama

Dear Miss Mallory:

In confirmation of our phone conversation of yesterday, Seabright Corporation will not go through with the proposed Pilcher sale. The letter, which I signed, was not drawn in accordance with my instructions.

Yours very truly,

William G. Sanders"

WGS:so



Attorney for Defendants

I hereby certify that I have mailed a copy of the above Notice to the Honorable Harry J. Wilters, Attorney of Record for the Plaintiff by placing the same, postage prepaid, in the United States Post Office, Foley, Alabama, on the 9th day of September, 1968.

FILED

SEP 10 1968

ALICE J. DUCK CLERK
REGISTER



FRANCES G. MALLORY,	)	IN THE CIRCUIT COURT OF
)	
Plaintiff,	)	BALDWIN COUNTY, ALABAMA
)	
VS.	)	AT LAW
)	
WILLIAM G. SANDERS, SEA-)	
BRIGHT CORPORATION, a	)	CASE NO. 7227
Corporation and JOE PILCHER,)	
)	
Defendants.)	

DEMURRER

Comes now Joe Pilcher, one of the Defendants in the above styled cause, and demurs to the Complaint heretofore filed against him in said cause, as last amended, and to each and every count thereof, separately and severally, and as grounds for such Demurrer sets forth and assigns separately and severally the following:

1. Said Complaint fails to state a cause of action.
2. Said Complaint is not in code form.


The Defendant, Joe Pilcher, now demurs specially to Count Three of said Complaint, as last amended, and as grounds for such Demurrer sets forth and assigns separately and severally the following:

1. Said Count Three is not in code form.
2. Said Count Three fails to state a cause of action.
3. Said Count Three is not in code form and fails to state a cause of action, in that, for aught that appears from said Count Three the work and labor done by the Plaintiff was not done at the request of this Defendant, Joe Pilcher, or of any of the other Defendants.

4. For aught that appears from said Count Three, said work done by the Plaintiff on February 16, 1966, was not done by the Plaintiff at the request of the Defendant, Joe Pilcher.

5. For aught that appears from said Count Three, said work done by the Plaintiff on February 16, 1966, was not reasonably worth the sum of One Thousand Six Hundred Fifty Dollars (\$1,650.00), as claimed.

6. For aught that appears from said Count Three, said work done by the Plaintiff on February 16, 1966, was not done by the Plaintiff at the request of the Defendant, Joe Pilcher, or under any promise or agreement by said Defendant, Joe Pilcher, to pay the amount claimed or any other sum therefor.


JOE T. PILCHER, JR.
ATTORNEY FOR DEFENDANT

*The Defendant, Joe Pilcher, Demands
Trial by Jury in this cause.*

*Joe T. Pilcher, Jr.
Attorney for Joe Pilcher*

FILED

DEC 7 1966

Alice L. Duck, CLERK
REGISTER

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

CASE NO. 7227

FRANCES G. MALLORY,
Plaintiff,

VS.

WILLIAM G. SANDERS, SEABRIGHT
CORPORATION, a Corporation,
and JOE PILCHER,
Defendants

DEMURRER

FILED
DEC 7 1968
CLERK
REGISTERED

JOE T. PILCHER, JR.
ATTORNEY AT LAW
28 BROAD STREET
SELMA, ALABAMA

AMMENDED SUMMONS AND COMPLAINT

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summons Joe Pilcher, 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 Frances G. Mallory.

Witness my hand, this the 1st day of November, 1966.



Alice J. Duck, Clerk

Comes now the Plaintiff, in the above styled cause,
and ammends her Complaint by adding Joe Pilcher as a party
Defendant, and ammends her Complaint to read as follows:

FRANCES G. MALLORY,	X	
Plaintiff,	X	IN THE CIRCUIT COURT OF
vs.	X	BALDWIN COUNTY, ALABAMA
WILLIAM G. SANDERS, SEA-	X	AT LAW
BRIGHT CORPORATION, a		
Corporation and JOE PILCHER	X	CASE NO. <u>2227</u>
Defendants	X	
	1.	

The Plaintiff claims of the Defendants the sum of
ONE THOUSAND SIX HUNDRED FIFTY AND 00/100 (\$1,650.00) DOLLARS,
due from them by account on the 16th day of February, 1966,
which sum of money with the interest thereon, is still unpaid.

2.

The Plaintiff claims of the Defendants the sum of
ONE THOUSAND SIX HUNDRED FIFTY AND 00/100 (\$1,650.00) DOLLARS,
due from them on account stated between the Plaintiff and
Defendants on the 17th day of September, 1966, which sum of
money with the interest thereon, is still unpaid.

3.

The Plaintiff claims of the Defendant the sum of
ONE THOUSAND SIX HUNDRED FIFTY AND 00/100 (\$1,650.00) DOLLARS,
due from them for work and labor done, for the Defendants,
by the Plaintiff on the 16th day of February, 1966, which
work was accepted by the Defendants, which sum of money with
the interest thereon, is still unpaid.

WILTERS & BRANTLEY

BY:

[Signature]
Attorneys for the Plaintiff

Joe Pilcher's address is:

*Joe Pilcher
Attorney at Law
Selma, Alabama*

FILED
NOV 1 1966
ALICE L. DUCK, CLERK
REGISTER

RECEIVED

NOV 3 1966

TAYLOR WILKINS
SHERIFF

Executed this the 29th day of Nov., 1966,
by leaving a copy of the within summons and bill of com-

plaint with _____

Joe T. Pilcher

James G. Clark, Jr. Registrar,
Sheriff of Dallas County, Ala.

By W. W. Cussett
Deputy Sheriff, Dallas County, Ala.

EXECUTED

This the 29th day of Nov., 1966

James G. Clark, Jr. Sheriff

W. W. Cussett Deputy Sheriff

Mileage 10

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 1222

FRANCES G. MALLORY,

Plaintiff,

vs.

WILLIAM G. SANDERS, SEA-
BRIGHT CORPORATION, a
Corporation and JOE PILCHER

Defendant

AMENDED SUMMONS AND COMPLAINT

WILTERS & BRANTLEY
Attorneys at Law
Bay Minette, Alabama

NOV 1 1966
ALICE J. DUCK, CLERK
REGISTER

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summons William G. Sanders and Seabright Corporation, 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 Frances G. Mallory.

Witness my hand, this the 26th day of Oct., 1966.


Alice J. Duck, Clerk

FRANCES G. MALLORY, X
Plaintiff, X IN THE CIRCUIT COURT OF
vs. X BALDWIN COUNTY, ALABAMA
WILLIAM G. SANDERS and X AT LAW
SEABRIGHT CORPORATION, X
a Corporation, X CASE NO. 7227
Defendants X
1.

The Plaintiff claims of the Defendants the sum of ONE THOUSAND SIX HUNDRED FIFTY AND 00/100 (\$1,650.00) DOLLARS, due from them by account on the 16th day of February, 1966, which sum of money with the interest thereon, is still unpaid.

2.

The Plaintiff claims of the Defendants the sum of ONE THOUSAND SIX HUNDRED FIFTY AND 00/100 (\$1,650.00) DOLLARS, due from them on account stated between the Plaintiff and Defendants on the 17th day of September, 1966, which sum of money with the interest thereon, is still unpaid.

3.

The Plaintiff claims of the Defendants the sum of ONE THOUSAND SIX HUNDRED FIFTY AND 00/100 (\$1,650.00) DOLLARS,

due from them for work and labor done, for the Defendants,
by the Plaintiff on the 16th day of February, 1966, which
work was accepted by the Defendants, which sum of money with
the interest thereon, is still unpaid.

WILTERS & BRANTLEY

BY:

Larry J. Wilters, Jr.
Attorneys for the Plaintiff

Plaintiff demands a trial by jury.

WILTERS & BRANTLEY

BY:

Larry J. Wilters, Jr.
Attorneys for the Plaintiff

FILED

OCT 26 1966

ALICE L. DUCK, CLERK
REGISTER

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 7227

FRANCES G. MALLORY,

Plaintiff,

vs.

WILLIAM G. SANDERS and
SEABRIGHT CORPORATION, a
Corporation, *Sanders Agency, Foley.*
Gulf Shores.
Defendants

SUMMONS AND COMPLAINT

WILTERS & BRANTLEY
Attorneys at Law
Bay Minette, Alabama

FILED

OCT 26 1966

ALICE L. DUCK, CLERK
RECEIVED

Received 26 day of Oct 1966
on 9th day of Nov 1966
and a copy of the within 29C
William G. Sanders

service on William G. Sanders

TAYLOR WILKINS, Sheriff

By J. M. Eastman
Foley, Ala.

Received 26 day of Oct 1966
on 9th day of Nov 1966
and a copy of the within 29C
Seabright Corp., a Corp.

service on Wm. G. Sanders
President

TAYLOR WILKINS, Sheriff

By J. M. Eastman
Foley, Ala.

by all claims 144 miles of

by all claims 144 miles of

by all claims 144 miles of

by all claims 144 miles of