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Clerk

25155 - GAILLARD

CASE NO.

C & S served on McCaw & Campbell Contractors, Inc., on March 29, 1968 by service on Mr, McCaw, Mgr.

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FILING DATE

PLEADINGS, ROCESS, ETC,

1. Complaint and Summons, 3-21-68

\* 4-22-68

2. Plea in Abatement

Suit for \$2,550.00 damages for breach of an agreement.

VS.

KINGSTON SUPPLY CO., INC., a Corporation

McCAW & CAMPBELL CONTRACTORS, INC., a Corporation

Jury

701

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ordered transferred to Baldwin County, Alabama. Plea in Abatement confessed and sustained and case

I, JOHN E. MAN DEVILLE, in my capacity as Clerk of the Circuit Court of Mobile County, Alabama, hereby certify that the above is a true and correct transcript of all the minutes, orders and other proceedings in the above styled case in this Court.

In Witness whereof I have hereunto set my hand and attached my Official Seal as such Clerk of said Court at Mobile, Mobile County, Alabama, on this the 25th day of April 1968 o

HERBERT P. FEIBELMAN, JR. Bay Minette, Alabama 108 Hayle Avenue, WILSON HAYES

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April 25, 1968 -

KINGELON ENDELY CO., INC., IN THE CIRCUIT COURT OF

a corporation,

Plaintiff,

WAI TA

MOBILE COUNTY, ALABAMA,

MCCAW & CAMPBELL CONTRACTORS,

INC., a corporation,

CASE NO. 25/55 Defendant

## COUNT ONE

.insbneleb of bisg seinom not been paid to Plaintiff although the jobs involved have been closed and the THOUSAND FIVE HUNDRED FIFTY AND NO/100 (\$2, 550, 00) DOLLARS have OWT prisions the resigned monitor of the sasigned monitor of the with the tollowing provisions that the tensions of the tollowing provisions of the tensions of the tollowing prising the tensions of the tens has complied with all its provisions on its part, the defendant has failed to comply hereof the same as it set out herein in full. And Plaintiff says that, although it a copy of which such agreement is attached hereto as Exhibit A and made a part of an agreement, entered into by it on, to-wit, the 13th day of November, 1967, HONDRED FIFTY AND NO/100 (\$2,550.00) DOLLARS, damages, for the breach Plaintiff claims of the defendant the sum of TWO THOUSAND FIVE

#### COUNT TWO

defendant. although the job there referred to has been closed and the money paid to said HUNDRED AND NO/100 (\$600.00) DOLLARS referred to in said agreement Visions thereof, viz: The defendant has not paid to the Plaintiff the sum of SIX visions on its part, the defendant has failed to comply with the following proherein in full. And Plaintiff says, that although it has complied with all its probeing attached hereto as Exhibit B and made a part hereof the same as it set out into by it on, to-wit, the 10th day of November, 1967, a copy of said agreement MO/100 (\$600.00) DOLLARS, damages for the breach of an agreement entered Plaintiff claims of the defendant the sum of SIX HUNDRED AND

## COUNT THREE

Plaintiff claims of the defendant the sum of FTVE HUNDRED FIFTY AND NO/100 (\$550.00) DOLLARS, damages for the breach of an agreement entered into by it on, to-wit, the 10th day of Novemner, 1967, a copy of said agreement being attached hereto as Exhibit C and made a part hereof the same as if set out herein in full. And Plaintiff says, that although it has complied with all its provisions on its part, the defendant has failed to comply with the following provisions thereof, viz: The defendant has not paid to the Plaintiff the sum of FIVE HUNDRED FIFTY AND NO/100 (\$550.00) DOLLARS referred to in said agreement although the job there referred to has been closed and the money paid to said defendant.

## COUNT FOUR

Plaintiff claims of the defendant the sum of FOUR HUNDRED AND NO/100 (\$400.00) DOLLARS, damages for the breach of an agreement entered into by it on, to-wit, the 10th day of November, 1967, a copy of said agreement being attached hereto as Exhibit D and made a part hereof the same as if set out herein in full. The Plaintiff says that, although it has complied with all its provisions on its part, the defendant has failed to comply with the following provisions thereof, viz: The defendant has not paid to the Plaintiff the sum of FOUR HUNDRED AND NO/100 (\$400.00) DOLLARS referred to in said agreement although the job there referred to has been closed and the money paid to said defendant.

## COUNT FIVE

Plaintiff claims of the defendant the sum of ONE THOUSAND AND NO/100 (\$1,000.00) DOLLARS, damages for the breach of an agreement entered into by it on, to-wit, the 10th day of November, 1967, a copy of said agreement being attached hereto as Exhibit E and made a part hereof the same as if set out herein in full. And Plaintiff says that, although it has complied with all its provisions on its part, the defendant has failed to comply with the following provisions thereof, viz: The defendant has not paid to the Plaintiff the sum of ONE THOUSAND

AND NO/100 (\$1,000.00) DOLLARS referred to in said agreement although the job there referred to has been closed and the money paid to said defendant.

## COUNT SIX

Plaintiff claims of the defendant the sum of TWO THOUSAND FIVE HUNDRED FIFTY AND NO/100 (\$2,550.00) DOLLARS, due from it by account on, to-wit, the 13th day of November, 1967, with the interest thereon, which is still unpaid.

## COUNT SEVEN

Plaintiff claims of the defendant the sum of TWO THOUSAND FIVE HUNDRED FIFTY AND NO/100 (\$2,550.00) DOLLARS for money, on, to-wit, the 1st day of December, 1967, received by the defendant to the use of the Plaintiff, which sum of money, with the interest thereon, is still unpaid.

Attorney for Plaintiff

Defendant may be served at: Bay Minette, Alabama.

MAR 21 8 37 841 268



P. O. BOX 7182 - MOBILE, ALABAMA 36607 November 13, 1967.

Mc Caw & Campbell Contractors, Inc. Bay Minette, Alabama

Dear Sirs;

Please be advised that the contracts between Joe Bishop Plumbing and Heating Company and yourselves on the following jobs have been assigned to us, Kingston Supply Company, Mobile, Alabama.

J	ГОВ		ADDRESS		AMOUNT	ASSIGNED
George Robert George Adoplh	Ezell	Bay Bay	Minette, Minette, Minette, Minette,	Ala.	\$600 \$550 \$400 \$1,000	.00

We request that the amounts assigned be paid directly to us at Post Office Box 7182, Mobile, Alabama. Any outstanding balances then be paid directly to Joe Bishop Plumbing and Heating Company, Bay Minette, Alabama.

Please acknowledge your consent and agreement to the above by signing as shown below and returning to us.

I remain,

Sincerely,

KINGSTON SUPPLY COMPANY INC.

Henry D. Kingston, Jr. President

Accepted by:

Mc Cay & Campbell Contractors

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ASS CONDITIONING

SUPPLIES

EXHIBIT A

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#### ASSIGNMENT OF CONTRACT

FOR VALUE RECEIVED, WE HEREBY SELL, ASSIGN AND TRANSFER TO KINGSTON SUPPLY COMPANY, INC., ITS SUCCESSORS AND ASSIGNS, THE AMOUNT OF
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EXHIBIT B

(Robert Price Job) C

#### ASSIGNMENT OF CONTRACT

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 Book 574 Harry D'Oline Page 650 Judge of Probate	

EXHIBIT C

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## ASSIGNMENT OF CONTRACT

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## ASSIGNMENT OF CONTRACT

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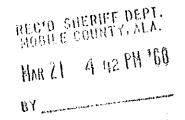
EXHIBIT E

# THE STATE OF ALABAMA MOBILE COUNTY

## CIRCUIT COURT

To Any Sheriff of the State of Ala You are hereby commanded to sur		
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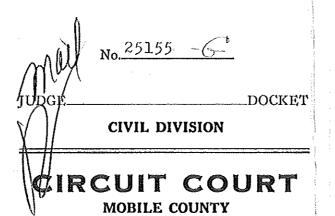
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TANLOR WILKINS, Shrift D. S.



KINGSTON SUPPLY CO., INC., a Corporation

vs. Complaint and Summons

McCAW & CAMPBELL CONTRACTORS, INC., a corporation

Issued 21st day of March , 19 6

Defendant's Address

Bay Minette, Alabama

HERBERT P. FEIBELMAN, JR.

Plaintiff's Attorney