

KINGSTON SUPPLY CO., INC.
a Corporation,

PLAINTIFF

VS

McCAW & CAMPBELL CONTRACTORS,
INC., a Corporation

DEFENDANT

) IN THE CIRCUIT COURT OF
)
) MOBILE COUNTY, ALABAMA,
)

) AT LAW
)

) NUMBER: 25155 - *D*
)
)

PLEA IN ABATEMENT

Comes now Defendant and for answer to the Bill of Complaint heretofore filed in this cause says:

1. That Plaintiff ought not to have and maintained its said suit for that Defendant is a corporation domiciled in Bay Minette, Baldwin County, Alabama and that it does not do business in Mobile, County and that it has never done business in Mobile County.

2. That Defendant owns no property in Mobile County, Alabama.

3. That Defendant does business in no other County in the State of Alabama except Baldwin County, Alabama.

4. That Defendant has never done business in any County in the State of Alabama except Baldwin County, Alabama.

W. H. Hay

Attorney for Defendants

McCAW & CAMPBELL CONTRACTORS,
INC., a Corporation

BY: *Homer F. Campbell*

Homer F. Campbell

STATE OF ALABAMA
BALDWIN COUNTY

Before me, the undersigned authority, personally appeared Homer F. Campbell, President of McCaw & Campbell Contractors, Inc., the Defendant in the above styled cause who, being known to me and being duly sworn deposes and says:

I have read the foregoing plea in its entirety and knows it to be true and without error.

Homer F. Campbell

Homer F. Campbell

Sworn to and subscribed before me this the ____ day of April, 1968.

Ruth K. Howell

Notary Public,

Defendant demands trial by
jury.

This the 17th day of April, 1968.

W. L. Hays
Attorney for Defendant

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 17th day of April, 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, with first class postage prepaid.

W. L. Hays

STATE OF ALA. MOBILE CO.
I CERTIFY THIS PLEADING
WAS FILED ON

APR 22 8 20 AM '68

Paul M. Anderson
CLERK

THURSDAY, APRIL 25, 1968

KINGSTON SUPPLY CO., INC.,)	
a Corporation)	
CAFFEY	)	PLEA IN ABATEMENT CONFESSED
-vs-	)	AND SUSTAINED AND CASE ORDERED
25155	)	TRANSFERRED TO BALDWIN COUNTY,
	)	ALABAMA
McCAW & CAMPBELL CONTRACTORS,)	
INC., a Corp.)	

This day in open Court came the parties by their attorneys, and plaintiff in open Court on this day confessed defendant's Plea in Abatement filed April 22, 1968, in this cause; It is, therefore ordered and adjudged by the Court that defendant's said Plea in Abatement filed April 22, 1968, in this cause be, and the same is hereby sustained, and Case ordered transferred to the Circuit Court of Baldwin County, Alabama.

Minute Book 37

Page 113

STATE OF ALABAMA, }
COUNTY OF MOBILE }

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

I, JOHN E. MANDEVILLE, Clerk of the Circuit Court of Mobile County, Alabama, do hereby
certify that the foregoing is a full, true and correct copy of ORDER OF COURT


as rendered by the said Circuit Court on the 25th day of April, 19 68, in the cause
entitled No. 25155 - KINGSTON SUPPLY CO., INC., a Corporation

_____, Plaintiff,
— versus — McCAW & CAMPBELL CONTRACTORS, INC., a Corporation

Defendant, (~~Together with the cancellation thereon~~), as the same remains of record in this office in
Minute Book No. 37, Page No. 113

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Court at office
in the City of Mobile, Alabama, on this the 25th day of April, 19 68.

ATTEST:


Clerk, Circuit Court, Mobile County, Alabama.

CIVIL DIVISION, CIRCUIT COURT, MOBILE COUNTY

No. 25155

KINGSTON SUPPLY CO., INC., a Corporation

Plaintiff

VS.

McCAW & CAMPBELL CONTRACTORS, INC., a corporation

Defendant

(Act No. 740, Reg. Session Ala. Legislature 1957
Appvd. Sept. 20, 1957)
(Amend Sec. 21, Title 11, Code Ala. 1940)

BILL OF COST

(Act No. 571, Reg. Ses. Leg. 1955)
(Amend Sec. 34 and 100, Title 11, Code Ala. 1940)

CLERK'S FEES

Plff.

Deft.

Suits for \$100 or less	\$ 6.00		
Suits for over \$100 but less than \$1,000	10.00		
Suits for \$1,000 and over	20.00	20	00
Suits in detinue, ejectment, etc.	10.00		
Suits not otherwise provided	10.00		
Writs, Mandamus, Prohibition, etc.	15.00		
Appeals from Court General Sessions	15.00		
Appeals from Probate Court	20.00		
Appeals from JP Courts	6.00		
Appeals from State Dept of Pub. Safety, and other State Agencies	10.00		
Workmen's Compensation Settle.	10.00		
Garnishment on Judgment	6.00		
Order of Sale, Motions to sell.	6.00		
Recording executions from State Agencies	3.00		
Cert. Copy of Record - per 100 words .....	.15	80	
Taking Appeal Bond .....	.75		
Record for Supreme Court etc., per 100 words .....	.15		
Add'l Copies of Record for Supreme Court, per 100 words .....	.05		
Checking - including Reporters Transcript of Evidence	10.00		
Certifying Abstract in lieu of Transcript on Appeal	5.00		
Collecting Money on Judgments over 30 days old, ½ the per- centage allowed Sheriffs	\$		
Total	\$	20	80

SHERIFF'S FEES

Plff.

Deft.

Serving Summons & Complaint	\$ 1.50	1	50
Serving Writ of Garnishment	1.50		
Serving Sci Fa.-Notices	1.50		
Levying Attachment & Return	6.25		
Executing Writ Possession	5.00		
Seizing personal property under Writ of Detinue	6.00		
Serving subpoenas, each .....	.75		
Impanelling Jury .....	.75		
Taking & Approving Bond	2.00		
Collecting Costs Execution	1.50		
Serving Contempt Writ	1.50		
Making Deed for Property sold	2.50		
Commission, collecting money on executions, 1st \$200 5%; \$200 to \$500 4%; over \$500 3% \$			
Total	\$	1	50

RECAPITULATION

Clerk	_____	

Sheriff	_____	

Inferior Civil Court	_____	
Justice Peace fees	_____	
Witness fees	_____	
Commissioner's fees	_____	
Certificate of Judgment	_____	
Judgment	_____	
10% Damages	_____	
Interest	_____	
Stenographer's fees (\$10.00 Day)	_____	
Library fee	_____	1.50
Trial Tax (County)	_____	1.50
Trial Tax (State)	_____	1.50
Advertisement	_____	
Garnishee's fees	_____	

\$26.80

I respectfully beg to advise that if this bill
for costs is not paid before _____
19_____, it will be my unpleasant duty to issue
execution for same.

JOHN E. MANDEVILLE, Clerk

Extra Copy

KINGSTON SUPPLY CO., INC., : IN THE CIRCUIT COURT OF
a corporation, :
Plaintiff, :
vs. : AT LAW
McCAW & CAMPBELL CONTRACTORS, :
INC., a corporation, :
Defendant : CASE NO. 25155

COUNT ONE

Plaintiff claims of the defendant the sum of TWO THOUSAND FIVE HUNDRED FIFTY AND NO/100 (\$2,550.00) DOLLARS, damages, for the breach of an agreement, entered into by it on, to-wit, the 13th day of November, 1967, a copy of which such agreement is attached hereto as Exhibit A 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 assigned monies totaling TWO THOUSAND FIVE HUNDRED FIFTY AND NO/100 (\$2,550.00) DOLLARS have not been paid to Plaintiff although the jobs involved have been closed and the monies paid to defendant.

COUNT TWO

Plaintiff claims of the defendant the sum of SIX HUNDRED AND NO/100 (\$600.00) 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 B 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 SIX HUNDRED AND NO/100 (\$600.00) DOLLARS referred to in said agreement although the job there referred to has been closed and the money paid to said defendant.

COUNT THREE

Plaintiff claims of the defendant the sum of FIVE 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 November, 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

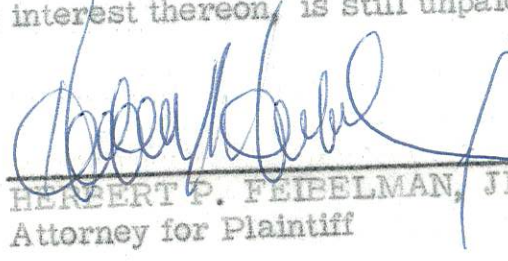
AND NO/100 (\$1,000.00) DOLLARS referred to in said agreement although the job there referred to has been closed and the money paid to said defendant.

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.


HERBERT P. FEIBELMAN, JR.
Attorney for Plaintiff

Defendant may be served at:
Bay Minette, Alabama.

CIVIL DIVISION, CIRCUIT COURT, MOBILE COUNTY

No. 25155

KINGSTON SUPPLY CO., INC., a Corporation Plaintiff

VS.

McCAW & CAMPBELL CONTRACTORS, INC., a corporation Defendant

(Act No. 740, Reg. Session Ala. Legislature 1957
Appvd. Sept. 20, 1957)
(Amend Sec. 21, Title 11, Code Ala. 1940)

BILL OF COST

(Act No. 571, Reg. Ses. Leg. 1955)
(Amend Sec. 34 and 100, Title 11, Code Ala. 1940)

[illegible]

I respectfully beg to advise that if this bill for costs is not paid before _____ 19_____, it will be my unpleasant duty to issue execution for same.

JOHN E. MANDEVILLE, Clerk