

ADAMS, GILLMORE & ADAMS  
ATTORNEYS-AT-LAW  
GROVE HILL, ALABAMA

JOHN E. ADAMS  
C. B. GILLMORE  
JOHN E. ADAMS, JR.

August 16, 1955

3551

Mrs. Alice J. Duck  
Clerk and Register  
Circuit Court, Baldwin County  
Bay Minette, Alabama

Dear Mrs. Duck:

I received yesterday your notice that all cases at issue are set for trial in your court today. The only case which we have pending in your court is that of Luther F. Lawrence vs. Gordon W. Deese et al.; the last information I had from you indicated that service was had on defendants on July 19; if they have filed any pleadings, I havenot been so advised. This case would therefore not be at issue today; hence, I am not planning to attend this call of your docket.

Unless the defendants file pleadings of some kind on or before August 18, they will be in default on August 19, and I will want to take a decree pro confesso and final decree if that occurs.

Please be kind enough to advise me on the 19th whether anything has been filed; and if any pleadings are filed, unless the attorney filing them indicates that he is sending me a copy, please send me a copy of whatever is filed.

Yours sincerely,

JEA:jh

*John E. Adams*

LAW OFFICES OF  
D. R. COLEY, JR.  
302-6 FIRST FEDERAL SAVINGS BUILDING  
106 ST. JOSEPH STREET  
MOBILE, ALABAMA

CHRIS C. DELANEY

January 20, 1956

Mrs. Alice Duck, Clerk  
Circuit Court of Baldwin County  
Bay Minette, Alabama

Re: Luther F. Lawrence vs. Gordon W. Deese, et al  
Number 3551

Dear Mrs. Duck:

I am glad to advise you that the above case has been settled between the parties.

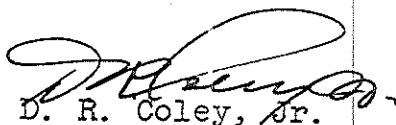
As I believe you understood, the Complainant and Respondent each agreed to pay one-half of the costs and I am enclosing herewith my check for \$8.80 to cover the half of the costs to be paid by the Respondent and Mr. John E. Adams of Grove Hill will remit to you the half to be paid by the Complainant.

When this has been done, it will be in order that the entire cause be dismissed and on behalf of the Respondent, I request that the cross-bill be dismissed.

When you have heard from Mr. Adams, I hope that you can have the Order entered by the Court dismissing the cause.

In the event it is necessary to take any further action, please advise.

Very truly yours,

  
D. R. Coley, Jr.

C/K  
Enclosure

ADAMS, GILLMORE & ADAMS  
ATTORNEYS-AT-LAW  
GROVE HILL, ALABAMA

JOHN E. ADAMS  
C. B. GILLMORE  
JOHN E. ADAMS, JR.

January 23, 1953

Mrs. Alice Duck  
Register, Circuit Court  
Bay Minette, Alabama

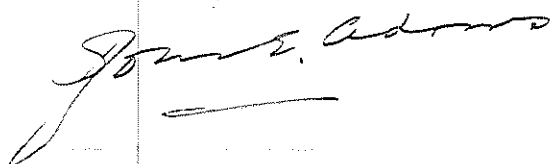
Re: Luther F. Lawrence vs.  
Gordon W. Deese et al.  
No. 3551

Dear Mrs. Duck:

I herewith enclose check of L. F. Lawrence for \$8.80 covering one-half the cost in the above entitled cause. Mr. Coley has already sent you his check for a like amount, covering the remainder of the costs.

Please have Judge Hall enter an order dismissing the suit.

Yours very truly,



Encl.

CC: Mr. D. R. Coley, Jr.  
302-6 First Federal Savings Bldg.  
106 St. Joseph Street  
Mobile, Alabama

JEA:jh

ADAMS, GILLMORE & ADAMS  
ATTORNEYS-AT-LAW  
GROVE HILL, ALABAMA

JOHN E. ADAMS  
C. B. GILLMORE  
JOHN E. ADAMS, JR.

January 14, 1956

Hon. Hubert M. Hall  
Circuit Judge  
Bay Minette, Alabama

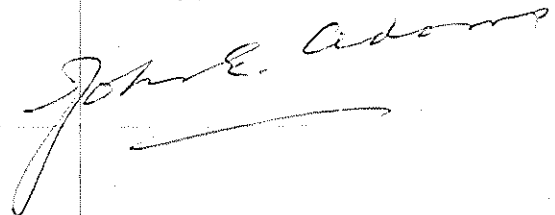
Dear Judge Hall:        Re: Lawrence vs. Deese - 3551

This will confirm our telephone conversation of this morning. Mr. Coley and I have agreed upon a settlement of the above case, which is pending on your equity docket. We will not be able to conclude the settlement by the time you call the docket Tuesday, and you told me that you would enter an order of continuance at that time. We hope to conclude the settlement during the week and get the case off the docket.

Under the circumstances, I am not planning to attend the calling of your docket Tuesday.

With regards, I am

Yours sincerely,



CC:

Mr. D. R. Coley, Jr.  
302-6 First Federal Savings Bldg.  
106 St. Joseph Street  
Mobile, Alabama

JEA:jh

ADAMS, GILLMORE & ADAMS  
ATTORNEYS-AT-LAW  
GROVE HILL, ALABAMA

JOHN E. ADAMS  
C. B. GILLMORE  
JOHN E. ADAMS, JR.

September 8, 1958

Mrs. Alice J. Duck, Register  
Circuit Court  
Bay Minette, Alabama

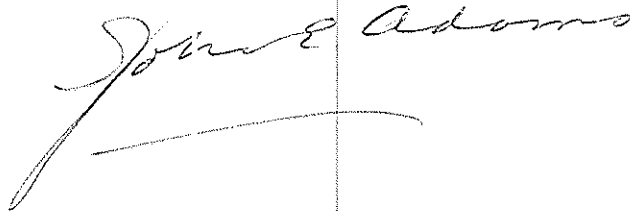
RE: Luther F. Lawrence vs. Gordon *3551*  
W. Deese Et Al

Dear Mrs. Duck:

The indications are that these parties are about to settle their differences. Please advise the amount of court costs accrued up to now, and include an order of dismissal.

Yours sincerely,

JEA/k

A handwritten signature in cursive script, appearing to read "John E. Adams", with a long horizontal flourish extending to the right.

LAW OFFICES OF  
D. R. COLEY, JR.  
302-6 FIRST FEDERAL SAVINGS BUILDING  
106 ST. JOSEPH STREET  
MOBILE, ALABAMA

CHRIS C. DELANEY

August 17, 1955

Mrs. Alice J. Duck  
Clerk of the Circuit Court  
Bay Minette, Alabama

Re: Luther F. Lawrence v. Gordon W. Deese and  
Edith J. Deese

Dear Mrs. Duck:

I hand you herewith answer on behalf of Gordon W.  
Deese and Edith J. Deese to the bill of complaint filed  
in the foregoing cause and will appreciate it if you will  
see that it is properly filed.

With kind regards, I am

Very truly yours,

  
D. R. Coley, Jr.

C/K

Enclosure

|                     |   |                          |
|---------------------|---|--------------------------|
| LUTHER F. LAWRENCE, | ) | IN THE CIRCUIT COURT OF  |
|                     | ) |                          |
| Complainant,        | ) | BALDWIN COUNTY, ALABAMA. |
|                     | ) |                          |
| vs.                 | ) | IN EQUITY - No. 3551     |
|                     | ) |                          |
| GORDON W. DEESE and | ) |                          |
| EDITH J. DEESE,     | ) |                          |
|                     | ) |                          |
| Respondents.        | ) |                          |

Come now the Respondents, Gordon W. Deese and Edith J. Deese, and for answer to the bill of complaint filed herein, say:

- 1: They admit the allegations of Paragraph One.
- 2: They admit the allegations of Paragraph Two.
- 3: They admit the allegations of Paragraph Three.
- 4: Answering Paragraph Four, Respondents say that

during the month of March, 1955, the Complainant did enter into a contract with the Respondents to erect a dwelling house upon the lands described in the bill of complaint, but deny that the Complainant completed the erection of the dwelling upon the lands described, in accordance with the provisions of the contract. They admit that the Complainant agreed to supply all of the materials and labor necessary for the erection of the dwelling house in accordance with the provisions of the contract, but deny that Complainant furnished all of the materials necessary to complete the erection of the building, and deny that he furnished all of the labor necessary for the erection of the dwelling house in accordance with the provisions of the contract.

Respondents admit that they originally contracted to pay Complainant the sum of \$13,000.00 for the erection of the building in accordance with the plans and specifications agreed upon between them, and the Complainant; they deny that changes were made in the plans and specifications during the progress of the work on the building, at an additional cost of \$600.00.

They admit that they paid to the Complainant the aggregate sum of \$4,000.00 on account of the agreed contract

price and deny that they are still indebted to the Complainant in the sum of \$9600.00.

5: Answering Paragraph Five, of the bill of complaint, they deny that on or about the 1st day of June, 1955, the Complainant had practically completed the erection of said house in accordance with the agreed plans and specifications.

They deny that at that time they changed the locks on the house and moved into it and forbade the Complainant to do anything further in or about the house.

They admit that they refused to pay the Complainant the balance owing to him under the contract aforesaid.

They deny that the Complainant was ready, able and willing to complete the erection of said house in accordance with the plans and specifications.

They deny that only the installation of one column on the front and the placing and connecting of the septic tank in the pit was all that was necessary to complete the construction of said house.

They neither admit nor deny that the Complainant is willing to do equity, but say and show that he failed and refused to complete the erection of the building in accordance with the contract and did not offer to complete the job or do equity unless it be in the filing of the bill of complaint in this cause.

6: Answering Paragraph Six, they deny that the Complainant is entitled to any lien upon their premises for any sums alleged to be due, but neither deny nor admit that the Complainant has filed a verified statement and claim of lien in conformity with the provisions of the Statutes of the State of Alabama.

For further answer to the bill of complaint, the Respondents say and show unto the Court that they did in, to-wit, the month of March, 1955, enter into a written contract with the Complainant for the erection of a dwelling house



according to plans and specifications furnished, to be erected on a lot in the vicinity of Spanish Fort, Baldwin County, Alabama, for an agreed price of \$13,000.00, a copy of which is attached hereto and marked "Exhibit A"; that it was contemplated that all material would be of good quality and that the construction would be done in a good and workmanlike manner.

They further show that Complainant began work on said contract, but failed to continue work on said contract with reasonable expedition, and permitted the work to be unreasonably delayed so that Respondents were greatly damaged and their property depreciated by reason of such unreasonable delay.

They further show that they entered into a contract with the Complainant with the understanding that he, as contractor, would attend to the construction of their home, but that in violation of the letter and spirit of the contract, he entrusted the execution of the contract to others than himself; that he used and permitted to be used inferior material; that the construction was done in an unworkmanlike and unskilled manner; that the painting in the front bedroom, and particularly the door and window casings, was done in an inferior manner; that no footing was used under the pillars and the sills were not properly installed; that the door to the entrance hall closet did not fit -- no stripping was placed on the right side of the mantel; a part of the overhead wall of the kitchen required filling and repainting; no louvers were installed in the gables; bricks were loose on the two east corners at the top row; bricks were broken loose on the west wall of the house and the wall was not true; framing of the roof was inadequately placed -- workmanship poor; light not installed in the center of the front porch; cement slab for front porch improperly poured -- slab broken; painting generally bad; living room and dining room require repainting; the doors were painted without being properly sanded and prepared;

metal flashing around the chimney was loose; chimney so installed that rain came down into room; no insulation was placed in some places around the lower part of framing; brick in window sill of bathroom not sloped to shed water; there were loose mortar joints on the outside brick; stripping on cornice not painted on inside edges; shower stall in the "men's" bath was not properly installed, nor completed around the edges; the cracks around doors and windows were not caught; in other respects the building was defective and incomplete and not in accordance with plans and specifications.

Respondents further show that on, to-wit, the 4th day of May, 1955, Complainant stated to Respondents that he was through and demanded the balance of the contract price, notwithstanding the request by the Respondents that he proceed with the work and complete it in accordance with the contract; that on or about June 1st, 1955, Complainant came to the Respondents and declared his intention to look the house and stated that he would finish it when he got all of his money.

Respondents further show that thereafter and after the Complainant had abandoned his contract and ceased to do any work thereon, they did take possession of the house and did proceed to complete the work on the building and to correct the defects as best they could; that they paid for materials necessarily used and which it was contemplated by the contract would be furnished by the Complainant, the sum of \$1584.52, and spent for labor approximately \$1345.00.

They further show that they are entitled to an allowance of \$75.00 on the contract price for electrical fixtures.

Respondents further say that by reason of the breach of the contract by the Complainant as aforesaid, they have sustained damage in addition to that hereinabove set forth in the sum of, to-wit, \$5,000.00, by reason of the inconvenience they have suffered, the loss of time and effort expended in securing the completion of said building and in the reduced

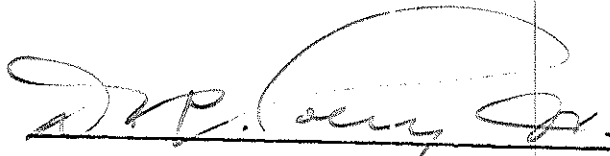
value of the building because of the workmanship and the inferior material used thereon.

WHEREFORE, they say that they are indebted to the Complainant in the sum of, to-wit, \$1,000.00.

They further show that they have at all times been ready, able and willing to pay to the Complainant the amount due him and they offer to do equity and to pay to the Complainant such sum as they may be justly obligated to pay.

WHEREFORE, they pray that this their answer be taken as a cross-bill to the bill of complaint, and that the Complainant be made Cross-Respondent hereto and by due process be required to answer the allegations of the cross-bill within the time provided by law, and that upon a hearing of the matter Your Honor will ascertain and determine the amount of credit to which they are entitled as against the contract price by reason of the workmanship and defective material used by the Complainant in the construction of their home, the credit to which they are entitled for work done and material furnished in completing the building and in correcting defects in construction, and the amount of damage to which they are entitled for breach of the contract by the Complainant resulting in decreased value of the completed structure, and will determine what amount, if any, the Respondents are in equity bound to pay to the Complainant.

Your Respondents pray for such other, further or different relief as in equity and good conscience they may be entitled to receive.



SOLICITOR FOR RESPONDENTS

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.  
IN EQUITY - No. 3551

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LUTHER F. LAWRENCE,  
Complainant,

vs.

GORDON W. DEESE, ET AL.,  
Respondents.

---

ANSWER AND CROSS-BILL

---

D. R. COLEY, JR.,  
SOLICITOR FOR RESPONDENTS.

EXHIBIT "A"

BOOK 021 PAGE 245

March \_\_\_\_\_ 1955

ENTERED into this agreement, between Gordan W. Deese to known as the owner and L. F. Lawrence to be known as the Contractor, for the erection of Dwelling house as per plans and specification, to be erected on lot in Vicinity of SPANISH PORT, Baldwin County, Alabama.

For the Sum of Thirteen Thousand Dollars (\$13,000.00) the builder agrees to furnish all materials for Building as follows.

Brick to be selected by Owner and an allowance of thirty-two (\$32.00) per thousand and if they exceed this price the difference is to be added to the contract and paid by the owner.

Exterior to be Brick veneer with 1/2 inch impregnated sheathing applied to studs.

Interior Walls as follows;

One Bed rooms to be wood panel. Kitchen to be wood panel. Bath to be ceramic tile to a height of four feet. sheet rock above. Balance to be sheetrock with solid wood walls to four feet and stripped above this. Finish with tape and cement.

Floors except kitchen and bath to be number 1 Red oak, sanded and filled with two coats good varnish. Kitchen floor and den to be Plastic tile on felt.

Foundation to have termite shields as required with no wood resting on masonry.

All exterior wood surface to have two coats good paint as per selection.

Interior surface to be two coats Super-Kemtone on sheetrock with two coats enamel on woodwork.

Allowance for light fixtures to be \$75.00

Bath fixtures to be American Standard or equal as follows:

P-2225 05 27-5 Foot tub

Closet 2116 or equal

Lavatory P-4100---19 X 17 No legs. - with legs

Sink TO BE FURNISHED BY OWNER

Water Heater, 40 gallon electric

Septic tank and disposal field to meet State Requirements, Grease trap to be used. Pipe to be galvanized iron with cast soil/pipe for drains.

Payment to be made as follows 6

Signed G. W. Deese

Signed L. F. Lawrence

35-5-1

FILED  
AUG 18 1955  
ALICE J. DUCK, Register

SUMMONS

Democrat Press, Grove Hill, Ala.

THE STATE OF ALABAMA, CLARKE COUNTY

—00—

IN CIRCUIT COURT, IN EQUITY

—00—

To any Sheriff of the State of Alabama—Greeting:

You are hereby commanded to summon Gordon W. Deese

to appear and plead, answer, or demur, within thirty days from the service hereof, to a Bill of Complaint filed in said Circuit Court, in Equity, for said County, of said State, against Gordon W. Deese

and others by Luther E. Lawrence

(Copy of Bill of Complaint attached.)

Herein fail not. Due return make of this writ as the directs.

Witness this June day of 1955.

David H. Blount, Register.  
Code 1923-6528-6529—Rev. May 1, 1940.

**The State of Alabama**

\_\_\_\_\_ COUNTY

**IN CIRCUIT COURT, IN EQUITY**

vs.

**SUMMONS**

Returned by the Sheriff and filed in office, this  
the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
\_\_\_\_\_, Register.

**FILED**

**AUG 26 1955**

**AUG 1 1955**

Received in office, this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_, Sheriff.

I have executed the within by leaving a copy  
thereof with \_\_\_\_\_ together with a copy  
of the bill of complaint,  
with Gordon W. Deese.

defendant named herein, on this the \_\_\_\_\_

day of \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_, Sheriff.

By \_\_\_\_\_, Deputy.



LUTHER F. LAWRENCE, :  
 Complainant, : IN THE CIRCUIT COURT  
 Vs. : BALDWIN COUNTY, ALABAMA  
 GORDON W. DEESE and :  
 EDITH J. DEESE, : IN EQUITY.  
 Respondents. :  
 :::

TO THE HON. HUBERT M. HALL, JUDGE OF SAID COURT:

Comes your complainant, Luther F. Lawrence, and respectfully shows unto your Honor as follows:

1. That your complainant is over the age of twenty-one years and resides in Jackson, Clarke County, Alabama.

2. That respondents, Gordon W. Deese and Edith J. Deese, are husband and wife, are both over the age of twenty-one years, and both are residing in the village known as Spanish Fort, on the lands hereinafter described.

3. That respondents are the owners or proprietors of the following described tract of land, situate in Baldwin County, Alabama, to-wit:

Lot 4 in Block 1 of Spanish Fort Estates, plat of which appears recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Map Book 3 at pages 50-51.

4. That during or about the month of March, 1955, your complainant, under and by virtue of a contract with respondents, did erect a dwelling house upon the lands hereinabove described; by the terms of said contract, your complainant agreed to supply and did supply all of the materials and labor necessary for the erection of such dwelling house; respondents originally contracted to pay your complainant the sum of Thirteen Thousand (\$13,000.00) Dollars for the erection of such dwelling house in accordance with plans and specifications then agreed upon between complainant and respondents; as the work on said house progressed, respondents requested that certain changes be made in the plans and specifications, which changes were made by complainant at an additional cost of Six Hundred (\$600.00) Dollars; respondents have paid to complainant the aggregate sum of \$4,000.00 to apply toward payment of said agreed contract price, but respondents are still indebted to complainant in the sum of \$9,600.00

under the aforesaid contract.

5. Your complainant alleges further that on or about the 1st day of June, 1955, complainant had practically completed the erection of said house in accordance with the agreed plans and specifications, and with the changes as requested by respondents as aforesaid, at which time respondents changed the locks on said house, moved into it, forbade complainant to do anything further in or about the house, and refused to pay complainant the balance owing to him under the contract as aforesaid. Complainant alleges that he was and is ready, able and willing to complete the erection of said house in accordance with the agreed plans and specifications; and complainant hereby offers to do equity; complainant will either complete the construction of said house (which lacks only the installation of one column on the front and placing and connecting a septic tank in a pit already dug by complainant for that purpose), or complainant will abate the agreed contract price to such extent as this honorable court deems appropriate under the circumstances; or, complainant will do equity in the premises in whatever manner this honorable court will direct.

6. Complainant, as original contractor for the erection of said building, claims a lien on such building and on the land on which the same is situated, being the parcel of land hereinabove described, under and by virtue of the provisions of Section 37 of Title 33 of the 1940 Code of Alabama; pursuant to such claim of lien and by way of conforming to the statutes of Alabama with respect thereto, complainant has filed in the office of the Judge of Probate of Baldwin County, Alabama, a verified statement and claim of lien, a true copy of which statement and claim is hereto attached, marked Exhibit A, and made a part hereof for all purposes.

PRAYER FOR PROCESS

The premises considered, complainant prays that Gordon W. Deese and Edith J. Deese be made parties respondent hereto, and that process issue out of this court to them requiring them to plead, answer or demur hereto within the time allowed by law and under the rules of this honorable court.

PRAYER FOR RELIEF

Complainant further prays that upon final hearing of this bill your Honor will make and enter a decree granting to complainant relief as follows:

(a) Ascertaining and declaring that complainant has a lien upon the land hereinabove described and upon the building erected thereon by complainant as aforesaid, securing to complainant the unpaid balance owing to him under the aforesaid contract.

(b) Ascertaining and declaring the amount owing by respondents to complainant and secured by said lien.

(c) Directing the register of this court to sell the land hereinabove described, together with the improvements thereon, for the satisfaction of complainant's said lien.

And if complainant has in anywise mistaken the relief to which he is entitled hereunder, he prays for such other, further and different relief as may be due him, the premises considered.

ADAMS, GILLMORE & ADAMS

By

John E. Adams  
Solicitors for Complainant

STATE OF ALABAMA, §  
COUNTY OF BALDWIN. §

Exhibit A

BOOK  
021. PAGE 240

Luther F. Lawrence files this statement in writing, verified by his own oath, the said Luther F. Lawrence having personal knowledge of the facts herein set forth:

That said Luther F. Lawrence claims a lien upon the following property, situated in Baldwin County, Alabama, to-wit:

Lot 4 in Block 1 of Spanish Fort Estates, plat of which appears recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Map Book 3 at pages 50-51.

This lien is claimed, separately and severally, as to both the buildings and improvements thereon, and the said land.

That said lien is claimed to secure an indebtedness of Nine Thousand Six Hundred and no/100 (\$9,600.00) Dollars, with interest from to-wit: the 1st day of June, 1955, for the erection of a dwelling house on said land, the said Luther F. Lawrence having supplied all labor and materials for the construction of such dwelling house; said sum of \$9,600.00 being the amount of the demand secured by said lien, after all just credits have been given.

The name of the owner or proprietor of the said property is Gordon W. Deese and wife, Edith J. Deese.

Luther F. Lawrence  
Claimant

Before me, Julia M. Helms, a Notary Public in and for the County of Clarke, State of Alabama, personally appeared Luther F. Lawrence, who being duly sworn, doth depose and say: that he has personal knowledge of the facts set forth in the foregoing statement of lien, and that the same are true and correct to the best of his knowledge and belief.

Luther F. Lawrence  
Affiant

Subscribed and sworn to before me on this the 10<sup>th</sup> day of June, 1955 by said affiant.

Julia M. Helms  
Notary Public, Clarke County, Ala.