

2929

STATE OF ALABAMA)
BALDWIN COUNTY)

IN THE CIRCUIT COURT - IN EQUITY.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Gulf Gate Lodge, Inc., a Corporation to appear and plead, answer or demur, within thirty days from the service hereof, to the Bill of Complaint filed in the Circuit Court of Baldwin County, Alabama, In Equity, by W. L. Walker, individually, and doing business as W. L. Walker Electric Service and Contracting, Fairhope, Alabama, as Complainant, against Gulf Gate Lodge, Inc., a Corporation, as Respondent.

Witness my hand this 25th day of November, 1952.

Benjamin L. ...
Register.

W. L. WALKER, individually,
and doing business as W. L.
WALKER ELECTRIC SERVICE &
CONTRACTING, Fairhope,
Alabama,

Complainant,

vs.

GULF GATE LODGE, INC.,
A Corporation,

Respondent.

§
§ IN THE CIRCUIT COURT OF
§ BALDWIN COUNTY, ALABAMA
§ IN EQUITY.

TO THE HONORABLE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, IN EQUITY
AND TO THE HONORABLE TELFAIR J. MASHBURN, JR., JUDGE THEREOF:

Comes not the Complainant, W. L. Walker, individually, and
doing business as W. L. Walker Electric Service & Contracting,
Fairhope, Alabama, and respectfully represents and shows unto your
Honor and unto this Honorable Court as follows:

FIRST: That your Complainant is over the age of twenty-one
years and a resident citizen of Baldwin County, Alabama, his more
particular address being Fairhope, Alabama, and that he has been
engaged, and is now engaged, in the business of electric service
and contracting for more than a year before the filing of this Bill
of Complaint. That the Address of the Respondent, Gulf Gate Lodge,
Inc., a Corporation, is 704 Washington Avenue, St. Louis, Missouri,
but that the said Respondent owns real property, together with im-
provements in Baldwin County, Alabama, which are situated at Orange
Beach.

SECOND: That during the month of to-wit, May 1952, the
Complainant and Respondent entered into an agreement whereby the
Complainant was to furnish to the Respondent certain labor and
materials necessary to perform certain electrical work on the im-
provements situated on the land hereinafter described and that the
Respondent was to pay to your Complainant the amount equal to the
cost of the labor and material plus twenty percent (20%) and any
sales tax on materials purchased by your Complainant and used in
connection with the work which your Complainant was to perform.
That your Complainant, in accordance with the terms of said agree-
ment, purchased certain materials and employed the necessary labor
in order to complete the contract referred to above and that said
contract was completed on to-wit, July 24, 1952; that the total

amount of materials purchased by your Complainant was \$547.16 and that the total amount paid by your Complainant for labor necessary to complete said contract amounted to \$227.00 and that he paid to the State of Alabama as sales tax on the above materials purchased by him the amount of \$16.41. That there is attached hereto and marked Exhibit "A", and by reference made a part hereof, an itemized statement of all materials purchased by your Complainant and used in said work, showing the date purchased and the type of material. That although your Complainant has in all respects complied with the terms of the contract the Respondent, Gulf Gate Lodge, Inc., a Corporation, has refused and continues to refuse to pay to your Complainant the amount agreed upon.

THIRD: That your Complainant was the original contractor for the work referred to above and that as such he filed a statement of lien, a copy of which is attached hereto and marked Exhibit "B", and by reference made a part hereof as though fully incorporated herein, for record in the Office of the Judge of Probate of Baldwin County, Alabama, on October 15, 1952, which instrument is recorded in Book 4 of Exemptions & Liens at pages 41-42, and which was filed within six (6) months after the last item of work was performed and the last item of material was furnished by the Complainant for the Respondent, under the terms of the agreement referred to above. That all of the work and labor referred to above was performed at the request of the Respondent and the improvements upon which said work was performed are located on the following described real property which is owned by the Respondent and which is situated in Baldwin County, Alabama, to-wit:-

Beginning at the Southwest corner of Lot Forty (40) of the Map of the Burkhart Property as per plat thereof recorded in the Office of the Judge of Probate of Baldwin County, Alabama, in Map Book 1 page 145, run thence North along the West line of said Lot Forty (40) 425 feet to a point; run thence North 83 degrees East 101 feet to a point, run thence South along the East line of said Lot Forty (40) to the Southeast corner of said lot on the margin of Bay Ornocor; run thence in a Westerly direction along the North edge of Bay Ornocor to the point of beginning, containing One (1) acre or less.

FOURTH: That the total amount of labor and materials under the terms of the above mentioned agreement was \$774.16 and that 20% thereof is equal to \$154.83, making a total contract price under the terms of the above noted agreement of \$928.99 plus sales tax paid by your Complainant on said materials in the amount of \$16.41 or a total contract price of \$945.40.

FIFTH: The Complainant claims of the Respondent Nine Hundred Forty-five and 40/100 Dollars (\$945.40) due from it by account on the 24th day of July, 1952, which sum of money with the interest thereon, is still unpaid.

SIXTH: The Complainant claims of the Respondent the sum of Five Hundred Sixty-three and 57/100 Dollars (\$563.57) for merchandise goods and chattels sold by the Complainant to the Respondent on the 24th day of July, 1952, which sum of money, together with the interest thereon from July 24, 1952, is still unpaid.

SEVENTH: The Complainant claims of the Respondent the sum of Three Hundred Eighty-one and 80/100 Dollars (\$381.80) for work and labor performed by the Complainant at the request of the Respondent which sum of money, together with the interest thereon from July 24, 1952, is still unpaid.

EIGHTH: The Complainant claims of the Respondent the sum of Nine Hundred Forty-five and 40/100 Dollars (\$945.40) for money on the 24th day of July, 1952, received by the Respondent to the Complainant, which sum of money, with the interest thereon is still unpaid.

PRAYER FOR PROCESS

Premises considered, your Complainant prays that Gulf Gate Lodge, Inc., a Corporation, be made a party Respondent to this proceeding and that it be required to appear and plead, answer or demur to this Bill of Complaint within the time allowed by law.

PRAYER FOR RELIEF

The Complainant prays that this Court will, on the final hearing of this cause, enter an appropriate order or decree ascertaining the amount due by the Respondent to the Complainant under the terms of the above noted contract and will render a decree against

the Respondent and in favor of the Complainant for said amount. Your Complainant further prays that this Court will fix and establish a lien on the above described real estate and on the wharf or pier and the caretaker's house and boat repair shop which are located thereon, to secure the payment of any amount due by the Respondent to the Complainant, and that if the said amount is not paid within a time to be specified therein by the Court that the above described property be sold to satisfy said lien. The Complainant further prays for such other, further and different relief to which, in equity he might be entitled and which will be meet and proper.

W L Walker
W. L. Walker, individually and doing
business as W. L. Walker Electric
Service & Contracting, Fairhope, Ala.

STATE OF ALABAMA

BALDWIN COUNTY

Before me, Norborne C. Stone, Jr., a Notary Public, in and for said County in said State, personally appeared W. L. Walker who is known to me and who, after being by me first duly and legally sworn, did depose and say under oath as follows:

That his name is W. L. Walker and that he is one and the same person as the Complainant in the above Bill of Complaint and that his name is signed thereto. That he has read the foregoing Bill of Complaint and that the facts alleged therein and the Exhibits attached thereto are true and correct.

Dated this 25th day of November, 1952.

W L Walker
W. L. Walker.

Sworn to and subscribed before
me this 25th day of November,
1952.

Norborne C. Stone, Jr.
Notary Public, Baldwin County, Ala.

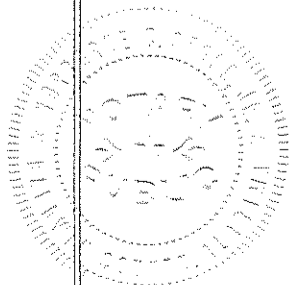


EXHIBIT "A"

IN ACCOUNT WITH
W. L. W A L K E R
ELECTRIC SERVICE AND CONTRACTING
FAIRHOPE, ALABAMA

GULF GATE LODGE, INC., - ORANGE BEACH CONTRACT.

1. May 23, 1952:

A. Material:

| | |
|-----------------------------------|----------------|
| 7 3/4" T. Condulets..... | \$ 4.35 |
| 9 3/4" Blank covers..... | 1.08 |
| 8 1/2" Tee condulets..... | 4.80 |
| 60' 1/2" Galv. conduit..... | 7.68 |
| 4 3/4 x 1/2" Red. bushings..... | .72 |
| 4 Abolite yard lights..... | 24.20 |
| 12 1/2" One hold pipe straps..... | .72 |
| 30 3/4" One hole pipe straps..... | 3.10 |
| 120' #12 T W wire..... | 2.16 |
| 5 3/4 x 5" nipples..... | .60 |
| Total..... | <u>\$49.41</u> |

\$49.41

2. May 29, 1952:

A. Material:

| | |
|----------------------------------|-----------------|
| 320' 10-2 Lead Wire..... | \$69.90 |
| 2 3/4" C. condulets..... | 1.34 |
| 3 Blank covers..... | .36 |
| 1 3/4" T. conduit..... | .85 |
| 2 4" Pull chain recpts..... | 1.30 |
| 2 3 1/2" Ceiling boxes..... | .54 |
| 3 L. C. Switch boxes..... | .90 |
| 3 Duplex Recpts..... | .68 |
| 3 Duplex covers..... | .33 |
| 1 30A - 4 P. Switch..... | 11.60 |
| 2 15A Plug fuses..... | .10 |
| 2 20A Plug fuses..... | .10 |
| 2 30A Cot. fuses..... | .18 |
| 2 Romex connectors..... | .16 |
| 4 3/4" locknuts..... | .08 |
| 1 FS-1 Recpt. Box..... | 2.70 |
| 1 Single Recpt..... | .33 |
| 1 FS Recpt. Cover..... | 4.90 |
| 2' 1/2" steel tube..... | .44 |
| 1 1/2" steel tube connector..... | .24 |
| 74' 12-2 Romex Wire..... | 5.75 |
| 2 Bar hangers..... | .48 |
| 100 Romex staples..... | .40 |
| Tape, screws, Misc..... | 1.00 |
| Total..... | <u>\$104.66</u> |

104.66

3. May 30, 1952:

A. Materials:

| | |
|------------------------------------|-----------------|
| 3 3/4" C. condulets..... | 2.01 |
| 8 1/2" L. condulets..... | 6.80 |
| 8 1/2" Blank covers..... | .96 |
| 8 1/2" x 2" nipples..... | .40 |
| 10' 1/2" conduit..... | 1.28 |
| 4 3/4" x 1/2" reducers..... | .62 |
| 4 Yard lights, comp..... | 17.00 |
| 12 1/2" pipe straps..... | .60 |
| 30 3/4" pipe straps..... | .60 |
| 5 3/4" x 6" nipples..... | .84 |
| 2 Single Pole Toggle switches..... | 1.06 |
| 5 lbs. duck seal..... | 1.00 |
| 20' #12 single lead wire..... | 1.36 |
| 1 can pipe dope..... | .60 |
| 1 FS - 2 conduit..... | .90 |
| 3 FS covers..... | 7.35 |
| Total..... | <u>\$ 43.38</u> |

43.38

Exhibit "A", continued

| | | | |
|----|-------------------------------|----------|---------------|
| 4. | May 31, 1952: | | |
| | A. Materials: | | |
| | Tape Screws, Misc..... | \$ 3.00 | \$ 3.00 |
| 5. | June 4, 1952: | | |
| | A. Materials: | | |
| | 2 FS - 1 condulets..... | 5.40 | |
| | 2 24" bar hangers..... | .48 | |
| | 3 3/4" Ceiling boxes..... | .75 | |
| | 1 750W Clear Lamps..... | 2.90 | |
| | 5 150W Clear lamps..... | 1.35 | |
| | 1 variety flood light..... | 8.75 | |
| | 1 large flood light..... | 11.37 | |
| | 2 3/8" Romex connectors..... | .16 | |
| | 2 1/2" steel tube cont..... | .48 | |
| | 4' 1/2" steel tubing..... | .88 | |
| | 152' #12-2 Romex..... | 11.50 | |
| | 175' #12 T. W. wire..... | 2.63 | |
| | 30 Insulated staples..... | .10 | |
| | 1000' 3/4" Galv. conduit..... | 160.00 | |
| | 720' 10-2 lead wire..... | 117.30 | |
| | 7 3/4" T condulets..... | 18.90 | |
| | 8 blank covers..... | 3.76 | |
| | Total..... | \$346.71 | <u>346.71</u> |
| 6. | Total Materials..... | | \$547.16 |
| 7. | Labor..... | | <u>227.00</u> |
| | Total Materials & Labor..... | | \$774.16 |

RECAPITULATION:

| | | | |
|----|-------------------------------------|-----------------|---------------|
| A. | Total Labor and Materials..... | | \$774.16 |
| B. | Sales Tax | | |
| | (a) May 23, 1952..... | \$ 1.48 | |
| | (b) May 29, 1952..... | 3.14 | |
| | (c) May 30, 1952..... | 1.30 | |
| | (d) May 31, 1952..... | .09 | |
| | (e) June 4, 1952..... | 10.40 | |
| | | <u>\$ 16.41</u> | 16.41 |
| C. | Twenty percent as per contract..... | | <u>154.83</u> |
| D. | TOTAL AMOUNT DUE..... | | \$945.40 |

EXHIBIT "B"

STATE OF ALABAMA

BALDWIN COUNTY

W. L. WALKER, individually and doing business as W. L. WALKER ELECTRIC SERVICE & CONTRACTING, files this statement in writing, verified by the oath of W. L. Walker, who has personal knowledge of the facts herein set forth:

That the said W. L. Walker, individually and doing business as W. L. Walker Electric Service & Contracting claims a lien upon the following property situated in Baldwin County, Alabama, to-wit:-

One (1) wharf or pier and One (1) caretaker's house and boat repair shop located on Lot Forty (40) of the Map of the Burkhardt Property as per plat thereof recorded in Map Book 1 page 145 in the Office of the Judge of Probate of Baldwin County, Alabama, and on the following described land on which the said improvements are situated: Beginning at the Southwest corner of Lot Forty (40) of the Map of the Burkhardt Property as per plat thereof recorded in the Office of the Judge of Probate of Baldwin County, Alabama, in Map Book 1 page 145, run thence North along the West line of said Lot Forty (40) 425 feet to a point; run thence North 83 degrees East 101 feet to a point, run thence South along the East line of said Lot Forty (40) to the Southeast corner of said lot on the margin of Bay Ornocor; run thence in a Westerly direction along the North edge of Bay Ornocor to the point of beginning, containing One (1) acre or less.

This lien is claimed separately and severally, as to both the improvements on the above described property and on the said lands.

This lien is claimed to secure an indebtedness of Nine Hundred Forty-five and 40/100 Dollars (\$945.40) with interest from to-wit, July 24, 1952, for labor and materials furnished by W. L. Walker, individually and doing business as W. L. Walker Electric Service and Contracting.

The name of the owner or proprietor of said property is Gulf Gate Lodge, Inc., a Corporation.

(Signed) W. L. Walker
Claimant.

STATE OF ALABAMA

BALDWIN COUNTY

Before me, Norborne C. Stone, Jr., a Notary Public in and for the County of Baldwin, State of Alabama, personally appeared W. L.

Walker, who beng 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.

(Signed) W. L. Walker

Sworn to and subscribed before
me this 15th day of October, 1952.

(Signed) Norborne C. Stone, Jr.
Notary Public, Baldwin County, Ala.

(Notary Seal affixed)

STATE OF ALABAMA

BALDWIN COUNTY

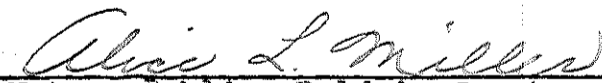
Before me, Alice L. Miller, a Notary Public, in and for said County in said State, personally appeared Norborne C. Stone, Jr., who is known to me, and who, after being by me first duly and legally sworn, did depose and say under oath as follows:

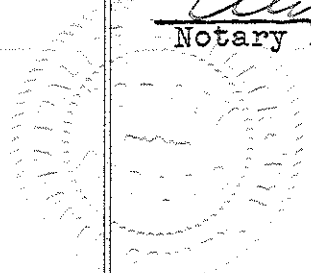
That his name is Norborne C. Stone, Jr., and that he is one of the Solicitors for the Complainant in the cause of W. L. Walker individually, and doing business as W. L. Walker Electric Service and Contracting versus Gulf Gate Lodge, Inc., a Corporation. That he is informed and believes and upon such information and belief states that Gulf Gate Lodge, Inc., a Corporation, is a domestic corporation and was incorporated in Montgomery County, Montgomery, Alabama, on November 23, 1951. That the President, Secretary, Cashier, Managing Agent or other head thereof reside out of the State of Alabama. That he is informed and believes and upon such information and belief states that Fred S. Ball, Jr. and Richard A. Ball, 717 First National Bank Building, Montgomery, Alabama, have been appointed, and are, agents for Gulf Gate Lodge, Inc., a Corporation.

Dated this 24th day of November, 1952.


Norborne C. Stone, Jr.

Sworn to and subscribed
before me this 24th day
of November, 1952.


Notary Public, Baldwin County, Ala.



Book 180, p. 260

190 MS 210

Com Exp 2

KNOW ALL MEN BY THESE PRESENTS, that C. R. BALDWIN, JR. and MAURINE BALDWIN, his wife, in consideration of the sum of One Dollar and other valuable considerations to them in hand paid by Gulf Gate Lodge, Inc. receipt whereof is hereby acknowledged do remise, release, quit-claim, and convey to the said Gulf Gate Lodge, Inc., a corporation organized and existing under the laws of the State of Alabama, all their right, title, interest and claim in or to the following described real estate (or lands) to wit:

Lots 33, 34, 35 and 36 of the Emma Burkart Subdivision, a part of the William Key Grant, Section 12, Township 9, South, Range 2 East, Baldwin County, Alabama, according to the official plat thereof recorded in Map Book 1, page 145, Baldwin County Records, Alabama;

Lots numbered 29, 30, 31, 40 and 41 of the Emma Burkart sub-division located in Section 12 (William Key Grant) Township 9 South, Range 2 East, Baldwin County, Alabama, as per plat recorded in Map Book No. 1, at page 145, Probate Records of Baldwin County, Alabama;

Together with all improvements thereon.

TO HAVE AND TO HOLD, to the said Gulf Gate Lodge, Inc. its successors and assigns forever.

GIVEN under our hand and seal this 23rd day of November, 1951.

C. R. Baldwin, Jr. (SEAL)
Maurine Baldwin (SEAL)

STATE OF MISSOURI }
 CITY OF ST. LOUIS } ss.

I, *Laura Cannon*, a notary

public in and for said City and State aforesaid do hereby certify that C. R. Baldwin, Jr. and Maurine Baldwin, his wife, whose names are signed to the foregoing conveyance and who are

known to me, acknowledged before me on this day that being informed of the contents of the said conveyance they executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this 23rd day of November, 1951.

Jama Anderson
Notary Public

EXM 190 NOV 217

Book 180, page 361

STATE OF ALABAMA, BALDWIN COUNTY
Filed 5-8-52 82 N
Recorded _____
I hereby certify that the following Privilege Tax
Deed Tax 50
Mortgage Tax _____
W.R. Street
Judge of Probate
By J.

THE STATE OF ALABAMA, }
Baldwin County

PROBATE COURT

I, W. R. STUART, Judge of the Probate Court in and for said State and County, hereby certify

that the within and foregoing _____ pages

contain a full, true and complete copy of the Deed from C. R. Baldwin Jr. and

Maurine Baldwin to Gulf Gate Lodge, Inc.

as the same appears of record in my office in Deed Book No. 180

Page 360-1

Given under my hand and seal of office, this 22nd day of June, 1953



W. R. Stuart

Judge of Probate.

By: Lila S. Blauer
Chief Clerk

the complainant, would be \$400.00. Respondent admits that it is indebted to the complainant under the said contract described above for the amount of the cost of the materials so used by the complainant, the sales tax thereon, the cost of the labor and an additional amount equal to twenty percent of the cost of the said materials and labor, all of which items amount to approximately \$397.41.

For further answer to the Bill of Complaint, the respondent alleges that one of its officers, namely, C. R. Baldwin, talked with the complainant and asked the complainant to quote a price for the labor and materials necessary to light a sign of the respondent located at or near the canal bridge. No price was given by the said complainant for the labor and materials necessary to light the said sign, but certain materials were furnished by the complainant and certain labor done by him without authorization from the respondent in lighting the said sign. The respondent is willing to pay the complainant the reasonable value of the labor and materials used in lighting the said sign, which respondent alleges will not exceed the sum of \$120.00.

Respondent denies that it is otherwise indebted to the complainant in any way or manner.

Respondent denies each and all of the other allegations of Paragraph Second of the Bill of Complaint which are not answered above.

3. Respondent admits that the place where the complainant was to do the work and furnish the materials under the contract with the respondent, which is described in Paragraph Second above, is on the tract of land described in Paragraph Third of the Bill of Complaint.

Respondent denies each and all of the other allegations of Paragraph Third of the Bill of Complaint.

4. Respondent denies each and all of the allegations of Paragraph Fourth of the Bill of Complaint.

5. Respondent denies each and all of the allegations of Paragraph Fifth of the Bill of Complaint.

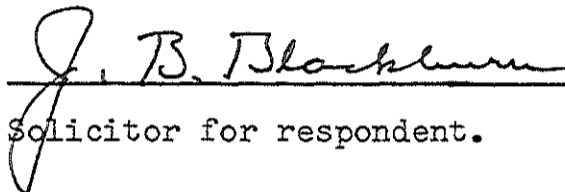
6. Respondent denies each and all of the allegations of Paragraph Sixth of the Bill of Complaint.

7. Respondent denies each and all of the allegations of Paragraph Seventh of the Bill of Complaint.

8. Respondent denies each and all of the allegations of Paragraph Eighth of the Bill of Complaint.

Respondent denies each and all of the other allegations of the said Bill of Complaint which have not been specifically answered herein.

Having fully answered the said Bill of Complaint, respondent prays that it be discharged with its reasonable costs in this behalf expended.


Solicitor for respondent.

W. L. WALKER, individually, and)
 doing business as W. L. WALKER)
 ELECTRIC SERVICE AND CONTRACT-)
 ING, FAIRHOPE, ALABAMA,)
 Complainant,)
 VS.)
 GULF GATE LODGE, INC.,)
 A Corporation,)
 Respondent.)

IN THE CIRCUIT COURT OF
 BALDWIN COUNTY, ALABAMA
 IN EQUITY NO. 2929

ANSWER

Now comes the respondent and for answer to the Bill of Complaint and to each and every paragraph thereof, says that the allegations thereof are untrue and demands strict proof of same.

J. B. Blake

Solicitor for respondent.

IN WALKER, INC. NO. 2929
 IN THE CIRCUIT COURT OF
 BALDWIN COUNTY, ALABAMA

Respondent

W. L. WALKER, INC.
 FAIRHOPE, ALABAMA

Complainant

GULF GATE LODGE, INC.
 A CORPORATION
 FAIRHOPE, ALABAMA

Page

X

ANSWER

W. L. WALKER, individually, and
doing business as W. L. WALKER
ELECTRIC SERVICE AND CONTRACTING,
FAIRHOPE, ALABAMA,

Complainant,

VS.

GULF GATE LODGE, INC.,
A Corporation,

Respondent.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY NO. 2929

*copy to Chabon
and [unclear]*
FILED

4-17-53
ALICE J. DUCK, Register

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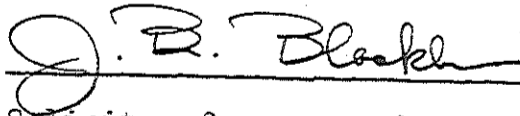
W. L. WALKER, individually and)
doing business as W. L. WALKER)
ELECTRIC SERVICE AND CONTRACT-)
ING, FAIRHOPE, ALABAMA,)
Complainant,)
VS.)
GULF GATE LODGE, INC.,)
A Corporation,)
Respondent.)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY NO. 2929

AMENDED DEMURRER

Now comes the respondent and amends the demurrer heretofore filed in the above styled cause, and as grounds for such amended demurrer assigns, separately and severally, the following:

1. There is no equity in the Bill of Complaint.
2. The allegations of the Bill of Complaint are but conclusions of the pleader and no facts are alleged to show complainant's right to the relief which he is seeking.
3. It does not appear from the Bill of Complaint if the alleged agreement was written or oral.
4. It does not allege that the respondent requested the complainant to perform any labor for it.
5. It does not allege that the respondent requested the complainant to furnish materials for it.
6. It does not allege that the respondent requested the complainant to furnish labor and materials for it.



Solicitor for respondent.

AMENDED DEMURRER

W. L. WALKER, individually and
doing business as W. L. Walker
Electric Service and Contract-
ing, Fairhope, Alabama,

Complainant,

VS.

GULF GATE LODGE, INC.,
A Corporation,

Respondent.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY NO. 2929

FILED

3-12-53
W. L. JACK, Register

W. L. WALKER, individually
and doing business as W.
L. WALKER ELECTRIC SERVICE
AND CONTRACTING, FAIRHOPE,
ALABAMA

Complainant,

VS.

GULF GATE LODGE, INC., a
Corporation

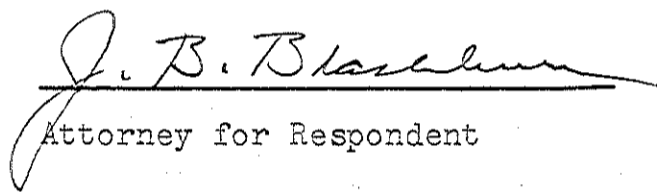
Respondent.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY NO. 2929

DEMURRER

Comes the Respondent in the above styled cause, and
for Demurrer to the Bill of Complaint, assigns as follows:

1. There is no Equity in the Bill of Complaint.


Attorney for Respondent

W. L. WALKER, individually, and
doing business as W. L. WALKER
ELECTRICAL SERVICE & CONTRACTING,
Fairhope, Alabama,

Complainant,

-VS-

GULF GATE LODGE, INC., a
Corporation,

Respondent.

:
:
: IN THE
: CIRCUIT COURT OF BALDWIN
: COUNTY, ALABAMA.
:
: IN EQUITY.
:
: No. 2929.
:
:
:

This cause coming on to be heard was submitted for final decree upon the pleadings, testimony and exhibits, as noted by the Register, and the Court, after considering and understanding the same, and listening to the arguments of the respective Solicitors of record, ascertains and finds as follows:

1. That the Complainant and Respondent entered into an agreement whereby the Complainant was to perform certain work and to furnish the material therefor, on property located in Baldwin County, Alabama;

2. That the compensation to be paid by the Respondent to the Complainant was the cost of the material, the labor, sales tax, together with twenty (20%) per cent of the cost thereof;

3. That the total cost of material was FIVE HUNDRED FORTY SEVEN AND 16/100 (\$547.16) DOLLARS, the total labor TWO HUNDRED TWENTY SEVEN (\$227.00) DOLLARS, the sales tax on materials SIXTEEN AND 41/100 (16.41) DOLLARS, and 20% of the cost of labor and materials, ONE HUNDRED FIFTY FOUR AND 83/100 (\$154.83) DOLLARS making a total of NINE HUNDRED FORTY FIVE AND 40/100 (\$945.40) DOLLARS; that the complainant, in addition to the above, did certain electrical work in the amount of THIRTY FIVE AND 00/100 (\$35.00) DOLLARS. However, the said amount was not claimed by the complainant in any of his pleadings.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the Complainant is entitled to relief.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Complainant have and recover of the Respondent

the said sum of NINE HUNDRED FORTY-FIVE AND 40/100 (\$945.40) DOLLARS, without interest.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that a lien be, and the same is hereby declared and established in favor of the Complainant for the work and labor done, and the materials furnished by the Complainant upon the buildings or improvements of which the Respondent is the owner, the same being situated upon the following described lands, situated in Baldwin County, Alabama:

Beginning at the Southwest corner of Lot Forty (40) of the Map of the Burkhart property as per plat thereof recorded in the Office of the Judge of Probate of Baldwin County, Alabama, in Map Book 1, page 145, run thence north along the West line of said Lot Forty (40) 425 feet to a point; run thence north 83 degrees East 101 feet to a point, run thence South along the East line of said Lot Forty (40) to the Southeast corner of said lot on the margin of Bay Ornocor; run thence in a Westerly direction along the North edge of Bay Ornocor to the point of beginning, containing one (1) acre or less,

and that said property be sold in satisfaction, pro tanto of this judgment, and for the sale of which let proper order of sale be issued, unless within thirty (30) days from the date hereof the said amount herein decreed be paid.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Respondent pay the cost herein taxed, for which execution may issue.

Dated at Bay Minette, Baldwin County, Alabama, this 23rd day of February, 1954.



Judge of the 28th Judicial Circuit
of Alabama.

W. L. WALKER, individually, and)
doing business as W. L. WALKER)
ELECTRIC SERVICE & CONTRACTING,)
Fairhope, Alabama,)

IN THE CIRCUIT COURT OF

Complainant,)

BALDWIN COUNTY, ALABAMA

VS.)

IN EQUITY NO. 2929

GULF GATE LODGE, INC.,)
A Corporation,)

Respondent.)

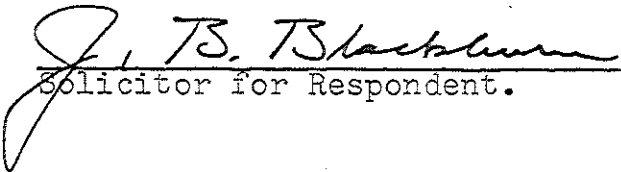
NOTE OF TESTIMONY

This cause is submitted for a final decree on behalf of the respondent upon the following:

1. Demurrer to Bill of Complaint.
2. Decree overruling demurrer to Bill of Complaint.
3. Answer.
4. Amended answer.
5. Stipulation between parties relative to commissioner and testimony, dated June 23, 1953.
6. Testimony of C. R. Baldwin taken before Louise Dusenbury, acting as commissinner, on June 23, 1953.
7. Testimony of Archie Nelson taken before Louise Dusenbury, acting as commissioner, on June 23, 1953.
8. Testimony of George Stone taken before Louise Dusenbury, acting as commissioner, on June 23, 1953.
9. Testimony of George Ingram taken before Louise Dusenbury, acting as commissioner, on June 23, 1953.
10. Respondent's Exhibits 1, 2, 3 and 4, all of which were introduced in evidence in connection with respondent's testimony in said case, and as a part of the testimony taken in this cause before Louise Dusenbury, acting as commissioner, on the said date.

Dated this 17th day of November, 1953.

Register


Solicitor for Respondent.

RECORDED

NOTE OF TESTIMONY

W. L. WALKER, individually, and
doing business as W. L. WALKER
ELECTRIC SERVICE & CONTRACTING,
Fairhope, Alabama,

Complainant,
VS.

GULF GATE LODGE, INC.,
A Corporation,

Respondent.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY NO. 2929

W. L. WALKER, Individually and
doing business as W. L. WALKER
ELECTRIC SERVICE & CONTRACTING,

Complainant,

vs.

GULF GATE LODGE, INC., A Corp-
oration,

Respondent.

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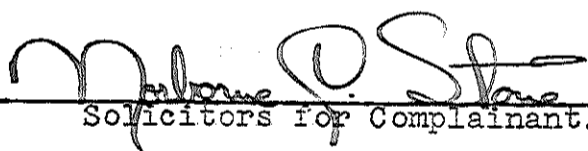
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY NO. 2929

NOTE OF TESTIMONY

This cause is submitted on behalf of the Complainant upon the original Bill of Complaint, the admissions contained in the answer of the Respondent and testimony of W. L. Walker and G. R. Gipson taken before Louise Dusenbury, acting as commissioner on June 23, 1953, and reduced to writing, and the exhibits attached thereto of the Complainant.

CHASON & STONE

By:


Solicitors for Complainant.

RECORDED

W. L. WALKER, Individually and
doing business as W. L. WALKER
ELECTRIC SERVICE & CONTRACTING,

Complainant,

vs.

GULF GATE LODGE, INC., A Corp-
oration,

Respondent.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY NO: 29292

NOTE OF TESTIMONY

FILED

OCT 27 1953

ALICE J. DUCK, Register



FLAGS - BANNERS
FEZES
PENNANTS

BALDWIN REGALIA COMPANY

Com Exp 5 in 7 in 1952 us Gulf Gate Lodge

MANUFACTURERS
704 WASHINGTON AVENUE

SAINT LOUIS



CHENILLE, EMBROIDERED
AND FELT
LETTERS AND EMBLEMS

September 5, 1952

Com Exp 4 in 1952 us Gulf Gate Lodge

Mr. G. R. Gipson
Fairhope, Alabama

Dear Sir:

Enclosed you will kindly find my check for \$617.26 which, in my estimation, completes the payments so far as labor is concerned on the bulkhead. This includes the additional labor of \$91.41 which you added to the original contract and \$26.80 for cables on the job. These figures were taken from Bill Bain and accepted from him by me in the kindness of both of our hearts. I do not believe that I should pay any part of this \$118.21, therefore, I am not taking any credit whatsoever for this payment and I would not pay any part of it if it were not for Bill Bain and his strong friendship or sympathy for you.

In your letter of May 5 in the first paragraph, it reads as follows:
"At this writing the bulkhead is finished. I will trim the uneven boards tomorrow, put in the tie back pilings and start the walk and caretakers cottage. I presume you have already sent Bobbie the second check." The billing which you have sent to me covering the \$118.21 is over one month later, dated June 11. My interpretation of this May 5 writing is that all of the tie backs were in and were in the original contract as originally presented to me by you in writing, therefore, I agreed to elaborate on this original contract when I returned to St. Louis.

After you made the original charge to Bill Bain, you added an additional amount of \$9.08 for cable clamps to my bill. This amount I am deducting and if you want to collect it from Bill, maybe he will pay it. I will not.

Miss Allison will be South this coming week and I have asked her to collect from you a bill marked PAID IN FULL so far as the labor is concerned on the bulkhead. I have also asked her to get a revised bill from you so far as the caretakers cottage is concerned. The original figure of \$1531.92 for material and labor on the cottage is absolutely correct. I agreed to \$59.60 for the ceiling, \$44.20 for the insulation (incidentally, George Stone informs me that the batts were only 1/2 thickness instead of full thickness as they should have been) plumbing \$10.00, electrical work \$35.00, sink stand \$12.60, lights posts for wharf \$19.87. If these figures meet with your approval, I will have your money to you at the earliest date I can possibly get the money. If you wish to pay the interest for having this money borrowed from a bank, I will be pleased to borrow the money and pay it to you at once. You can advise Miss Allison when you see her next week.

Yours very truly,

C. R. Baldwin, Jr.

C. R. Baldwin, Jr.

BURKART PROPERTY

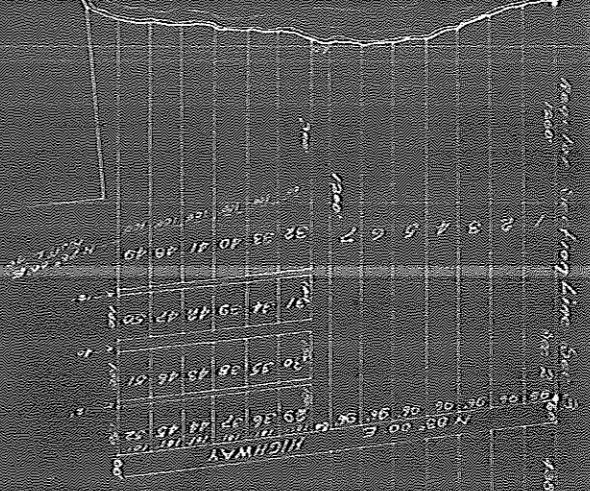
PART OF WILLIAM FEE GRANT

IN SEC 12, T8S, R2E

S.T.C. 2, T8S, R2E

SCALE - 500' = 1" CH

DEE H. M. ...



WILLIAM FEE GRANT

TOWN 8 SOUTH RANGE 2 EAST

TOWN 9 SOUTH RANGE 2 EAST

S 45° 30' 11" E 402

Fairhope, Baldwin County, Alabama, Sept 2, 1937.
 I, Harry H. Carther, surveyor, hereby certify that this plot correctly represents the survey and subdivision of lands belonging to Mrs. Emma H. Burkart, widow, that the survey and subdivision was made of the lands, and under the direction of the owner, and that the relation of this land to the Government survey is shown the land represented lying in section 12 (William Fee Grant) Township 9 South Range 2 East, Baldwin County, Alabama.
 Witness my hand this seventh day of June, 1937.
 Harry H. Carther
 Surveyor

Tannerville, Colington County, Alabama, July 27, 1937.
 I, Emma H. Burkart, widow, owner of the lands as herein shown, do hereby accept this plot as correctly representing the survey and subdivision by Harry H. Carther, surveyor of said lands lying in section 12 (William Fee Grant) Township 9 South Range 2 East, Baldwin County, Alabama.
 Mrs. Emma H. Burkart

State of Alabama, Colington County.
 I, Missie J. G. in and for said State and County, do hereby certify that Mrs. Emma H. Burkart, whose name is signed to the foregoing acceptance, and who is known to me, is a married woman, and on this day that being informed of the contents of the said acceptance, she executed the same voluntarily on the day the same bears date. Given under my hand and seal this seventh day of July, 1937.
 Missie J. G.
 Colington County, Alabama

Filed for record, Aug 4th, 1937
 W. M. Robertson
 Sec. Reg. 10th 1937
 Large Map

THE STATE OF ALABAMA, { PROBATE COURT
Baldwin County

I, W. R. STUART, Judge of the Probate Court in and for said State and County, hereby certify

that the within and foregoing One photostatic pages

contain a full, true and complete copy of the Map of Burkart Property in Sec. 12,

T9S, R2E, (Reduced to 50% of Original Map),

as the same appears of record in my office in Map Book No. 1

Page 145.

Given under my hand and seal of office, this 22nd day of June, 1953.

W. R. Stuart

Judge of Probate

Bo: C. S. Brown
Chief Clerk

850.0
W. L. WALKER, Individually and doing
business as W. L. WALKER ELECTRIC SERVICE
& CONTRACTING,

Plaintiff,

VS.

GULF GATE LODGE, INC., A Corporation,
Defendant.

TESTIMONY TAKEN BEFORE LOUISE DUSENBURY,
ACTING AS COMMISSIONER, ON JUNE 23, 1953.

A P P E A R A N C E:

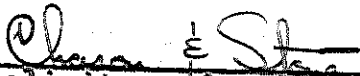
Messrs. Chason & Stone, representing Plaintiff
Hon. J. B. Blackburn, representing the Defendant.

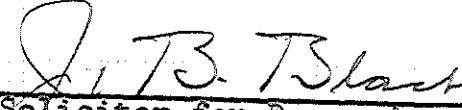
S T I P U L A T I O N:

It is stipulated and agreed by and between the parties to this cause, acting through their respective Solicitors, as follows:

1. The testimony for the Complánant and the testimony for the Respondent shall be taken before Louise Dusenbury, acting as Commissioner.
2. The issuance of a Commissioner to her is waived.
3. The testimony shall be taken down and transcribed and certified by the said acting commissioner, and the signing of them respective witnesses is waived.
4. That said Commissioner shall furnish a copy of said Testimony to the Solicitor Representing the Complainant and a Copy to the Solicitor representing the Respondent, and the original is to be filed with the Register of the Court. That the cost of the same shall be taxed as a part of the cost in the case.

This the 23rd day of June, 1953.


Solicitors for Complainant


Solicitor for Respondent

W. L. WALKER, THE COMPLAINANT, BEING FIRST DULY SWORN, TESTIFIED:

Examination by Mr. Stone.

Q. Is this Mr. W. L. Walker?

A. Yes, sir.

Q. Are you the complainant in this suit against Gulf Gate Lodge, Inc?

A. Yes, sir.

Q. Do you do business under the firm name or style of W. L. Walker Electric Contracting Company?

A. Yes, sir.

Q. Do you live in Fairhope, Alabama?

A. Yes, sir.

Q. Are you over the age of 21 years?

A. Yes, sir.

Q. Are you a resident of Baldwin County, Alabama?

A. Yes, sir.

Q. Are you now engaged in the electrical work - Repair work and contracting work?

A. Yes, sir.

Q. In Baldwin County, Alabama?

A. Yes, sir.

Q. Were you engaged in that business, Mr. Walker, around May or June of last year?

A. Yes, sir.

- Q. How long have you been engaged in that business?
- A. For myself about six years.
- Q. Did you, Mr. Walker, perform some work at Orange Beach in Baldwin County, Alabama, at the Gulf Gate Lodge?
- A. Yes, sir.
- Q. With whom did you discuss this work before you began the operation there?
- A. Mr. C. R. Baldwin.
- Q. What did that work consist of, Mr. Walker?
- A. Running a service wire from the pole to the care-taker's quarters and on out to the end of the wharf.
- Q. Where was that pole located that you were running the service wire from?
- A. North of the Gulf Gate Lodge Hotel.
- Q. Who requested that you do this work, Mr. Walker?
- A. Mr. Gipson called me and told me that the job was ready.
- Q. Mr. G. R. Gipson?
- A. Yes, sir. But I in turn called Mr. Baldwin in St. Louis.
- Q. By telephone, you mean?
- A. Yes, sir.
- Q. Did you talk to Mr. Baldwin?
- A. Yes, sir.

Q. Did you discuss this job with him at that time?

A. Yes, sir, I told him that the reason I called was that the job involved such a large amount of money that I wanted to know who was going to be responsible for it.

Q. What did he tell you?

A. That he would be responsible for it.

Q. Did you, at that time, begin the work on that job, or soon thereafter?

A. Pretty soon thereafter.

Q. Did you purchase materials to be used in that job?

A. Yes, sir, all that I didn't have in stock I did.

Q. Did you employ labor or use the labor that you had employed, to go there and work on the job?

A. Yes, sir.

Q. What, Mr. Walker, was your compensation to be for this job, or what were the terms of your agreement under which you did THIS work at the Gulf Gate Lodge?

A. What do you mean?

Q. How were you to be paid?-- The total cost of the job?

A. The cost of the material in Mobile, plus transportation getting to the job and the labor, and I was to add 20% to it for profit.

Q. You discussed this with Mr. Baldwin?

A. Yes, sir.

Q. Did you have any other conversation with him relative to this work that you did?

A. Well later on when the job was going on I asked him about--

- Q. Just explain, Mr. Walker, again what the work consisted of?
you said you had to run a service wire from a pole located
north of the Gulf Gate Lodge to a wharf. What distance is that?
- A. It is pretty close to 1,000 feet.
- Q. What type material did you use in running this service from this
pole to the pier?
- A. 3/4 Condulet.
- Q. Led Condulet?
- A. Led covered wire.
- Q. Above or under the ground?
- A. Under the ground.
- Q. Did you furnish the material? First, has your work been com-
pleted down there?
- A. Yes, sir.
- Q. Have you been paid for the work that you did there?
- A. No.
- Q. Did you furnish the material?
- A. Yes, sir.
- Q. And assume the obligation of paying for the materials that were
used in that job there?
- A. Yes, sir.
- Q. And did you agree with Mr. Baldwin to furnish these materials
and the labor on the improvements located down there?
- A. Yes, sir.
- Q. The improvements were there-- The pole was there and the
pier was there, is that right?
- A. That is right.

- Q. Now were you the original contractor for this electrical work?
- A. I was the original contractor.
- Q. Is this Gulf Gate Lodge that you speak of located in any town City or village, or is it in a rural area?
- A. It is at Orange Beach.
- Q. There is no city down there, or incorporated town or village to your knowledge?
- A. Not unless Orange Beach is incorporated.
- Q. Did you have prepared, Mr. Walker, and have filed in the office of the Judge of Probate of Baldwin County, Alabama, a lien against the property?
- A. Yes, sir.
- Q. I will show you here, Mr. Walker, Exhibit B. attached to your bill of complaint in this matter, which purports to be a copy of the statement of lien which you filed in the office of the Judge of Probate. Is that a true and correct copy of the lien filed?
- A. Yes, sir.
- Q. I will show you, Mr. Walker, a statement marked Exhibit A. and attached to your bill of complaint, which is a statement showing the price of certain materials and the dates on which purchased, and shows certain amounts for labor and sales tax, and the total amount due shown on there is \$945.40. Is that a true and correct statement of all of the materials purchased by you for use on this job, and a true and correct statement of the amount of labor hired or employed by you, and a true and correct statement of sales tax paid by you on this job?

A. Yes, sir.

Q. Now Mr. Walker, when did you complete your work at the Gulf Gate Lodge?

A. I tell you it has been so long I don't remember the exact date.

Q. To the best of your recollection, when would you say you completed it?

A. Seems like it was June - May or June.

Q. Would you say it was June or July or May?

A. June or July - some place in there.

Q. Did you complete this job less than six months before you filed the lien in the Probate Court? -- In other words, was this lien filed within six months from the time you finished this job?

A. Yes, sir.

Q. Now all of this work that you performed down there, Mr. Walker, was done on improvements which were already there when you began your work, is that correct?

A. Yes, sir.

Q. All of your discussions relative to this job were with Mr. C. R. Baldwin, Jr.?

A. Yes, sir.

Q. Did you talk to him down there on the job at any time while you were in the process of doing your work?

A. Yes, sir. I don't remember whether it was once or twice.

Q. You say that you were there working, is that correct?

A. Yes, sir.

Q. And did Mr. Baldwin ever tell you at any time that the property on which these improvements are located was owned by the Gulf Gate Lodge, Inc?

A. No, sir.

Q. Did Mr. Baldwin ever disclose to you, or tell you that he was an officer or stock holder or what of the Gulf Gate Lodge?

A. No, sir. I thought he owned it.

Q. When did you discover that the property on which you performed this work and supplied the materials was owned by the Gulf Gate Lodge, Inc.?

A. When I came up to see about putting a lien on it.

Q. I will ask you to examine, Mr. Walker, this statement of lien attached to your Complaint^A. and tell the Court and the Commissioner what is the total amount shown there on for materials purchased by you and used in this job?

A. The Total amount is \$945.40.

Q. Does that show the total amount of material?

A. Not what is on the sign. I forgot to bill him for that.

Q. What is the total amount on that statement for materials?

A. \$547.16.

Q. Is that a true and correct statement of the materials used on the work at Orange Beach at the Gulf Gate Lodge?

A. Yes, sir.

Q. What is the total amount of labor?

A. \$227.00.

Q. Is that the total amount of labor hired, used or employed

by you for the work at Orange Beach at the Gulf Gate Lodge?

A. Most of it is for people hired by me.

Q. Is that a total amount that you paid for labor used on this job?

A. Yes, sir.

Q. What is the total amount shown on that statement for sales tax paid by you in the purchase of materials?

A. \$16.41.

Q. Is that a true and correct statement of the sale tax paid by you on materials purchased by you and listed there?

A. Yes, sir.

Q. Was that statement prepared by you or under your supervision?

A. Yes, sir.

Q. Have you allowed all credits and deductions to which the Respondent, Gulf Gate Lodge, is entitled?

A. Yes, sir; there were no deductions.

Q. Has any of that amount been paid?

A. No, sir.

Q. And what again, Mr. Walker, is the total amount shown as due for labor, materials and sales tax under that statement which you filed?

A. \$945.40.

Q. Does that figure include the sum of 20% of the labor and materials or \$154.83?

A. Yes, sir.

Q. Is that figure a true and correct statement of the amount agreed upon between you and Mr. Baldwin for your compensation

for the work on this job?

A. Yes, sir, 20% of the labor and materials used.

Q. Now, Mr. Walker, this work was done at the request of Mr. Baldwin, is that correct?

A. Yes, sir.

Q. And you have completed the work?

A. Yes, sir.

Q. Have you been paid at all for the work you did there?

A. No, sir.

Q. Have you requested payment from Mr. Baldwin or Gulf Gate Lodge, Inc.?

A. I called Mr. Baldwin a time or two, yes, sir.

Q. Did he refuse to pay you?

A. Yes, sir.

Q. Now you mentioned something about a sign. Did you do any work on a sign for Mr. Baldwin?

A. Yes, sir.

Q. Did he request that you do any work on the sign? -- Did Mr. Baldwin request that you do work on the sign?

A. When he was down here he asked about wiring the sign and I told him that I would; he asked me would I get the lights and everything on it.

Q. Is this sign at Gulf Gate Lodge?

A. No, it is at the Canal.

Q. Intersection of Highway three with the Calal Road?

A. Yes, sir. I did the work and put a deposit up on the meter, and I've not been paid for that.

- Q. Did Mr. Baldwin request that you wire the sign and put lights on the sign?
- A. Before a got a letter from him to give him a price on the sign, I had already had it wired.
- Q. Was it your understanding that Mr. Baldwin wanted this work done?
- A. Yes, sir.
- Q. Well, upon what do you base the understanding? Did you have a conversation with Mr. Baldwin regarding the sign?
- A. Yes, sir.
- Q. What, to the best of your recollection, was the jist of that conversation, or what subject did the conversation involve?
- A. He said that he knew I would treat him right on the sign as on all of the other work I had always treated him right and that he was well.satisfied when I wired the hotel for him.
- Q. What else took place in the conversation, Mr. Walker?-- Did you discuss the sign any further?
- A. No, sir.
- Q. He said that he knew you would treat him right on it?
- A. Yes, sir.
- Q. You went ahead and performed the work?
- A. Yes, sir
- Q. You say you received a letter from him later requesting a price on it?
- A. Yes, sir.
- Q. How much later?
- A. Oh it must have been a week or two weeks.
- Q. Had you purchased the necessary materials in the meantime to go

go in the sign, and had you lighted the sign?

A. Yes, sir.

Q. What did those materials consist of, Mr. Walker?

A. Flood lights and time clock and rain tight switch and
condulet wire and outlets.

Q. Was there a time clock put on the sign?

A. Yes, sir.

Q. What, Mr. Walker, was the total amount of materials that went
in that sign?

A. I don't know the exact amount, but there must be \$40.00 worth
of materials in it.

Q. How much time, in the way of labor, was involved, Mr. Walker?

A. It taken about five hours.

Q. What then was the total amount in dollars and cents, of the
labor in lighting the sign?

A. Well I get \$3.00 an hour.

Q. Did you do all of the work?

A. I had a helper to thread the pipe.

Q. You say that you get \$3.00 an hour?

A. Yes, sir.

Q. And it took you approximately five hours?

A. Yes, sir.

Q. Would you say that your labor amounted to \$15.00?

A. Yes, sir.

Q. How much labor did you employ?

A. Well out of town like that I pay \$1.75 an your.

Q. How many helpers did you have?

A. One.

Q. How long did he work?

A. Five hours.

Q. Would you say then that the total amount of labor employed by you was what? Five times \$1.75, or \$8.75?

A. Yes, sir for the whole time.

Q. You said you ~~was~~ paid the meter deposit to the R.E.A.

A. Yes, sir.

Q. Is that the receipt given you by the Baldwin County Electricity Membership Corporation for the meter deposit located at the intersection of Highway three and the canal?

A. Yes, sir.

Q. That is for the meter?

A. Yes, sir, and I also have the cancelled check.

MR. STONE: We would like to introduce this receipt as Complainant's Exhibit 1.

Q. Is this receipt in the amount of \$5.00?

A. Yes, sir.

Q. Mr. Walker, have you been paid for the work you did on the sign?

A. No, sir.

Q. Is the work on the sign included in this bill of complaint which you filed, Mr. Walker?

A. No, sir.

Q. When, Mr. Walker, did you discover that amount was not included in the bill of complaint?

A. When I was checking the material list up here about a week ago.

Q. In my office?

A. Yes, sir.

Q. Now Mr. Walker, you said that you had done work prior to this for Mr. Baldwin. Is that correct?

A. Yes, sir.

Q. And that Mr. Baldwin made the statement to you that you had always treated him fair and that he knew you would in regard to this sign at the highway and the Canal, is that correct?

A. That's what he told me on all of the work.

Q. He specifically said that in that conversation, did he not?

A. Yes, sir.

Q. In your telephone conversation with Mr. Baldwin right after Mr. Gibson called you and told you that the job was ready, did you discuss with him the payment to you for this work and how the payment would be figured?

A. Well not exactly when it would be paid.

Q. But the amount-- Did you discuss the amount?

a. Yes, sir

Q. Did you tell him at that time in that telephone conversation that you would do the job for the total amount of the materials and labor, plus 20%?

A. Cost of the labor and materials and expense of getting on the job and then 20%.

Q. Did Mr. Baldwin agree to that?

A. Yes, sir.

Q. Did he tell you that that was acceptable to him?

A. Yes, sir, he told me to go ahead.

Q. And the ^{account} ~~xxx~~ that you have just testified to - the statement of account, is a true and correct representation of the total amount due under the terms of that agreement, is that correct?

A. Yes, sir.

ON CROSS EXAMINATION OF THE COMPLAINANT BY MR. BLACKBURN, HE
TESTIFIED:)

Q. Mr. Walker, who first asked you to go down to Orange Beach and start any part of this work?

A. Sir?

Q. Who first asked you to go down and start any part of this work?

A. Mr. G. R. Gipson.

Q. Now Mr. Gipson also had a contract with Mr. Baldwin, didn't he?

A. Yes, sir.

Q. Are you familiar generally with that contract?

A. No more than I just heard them talking.

Q. How long had you worked on that job at the request of Mr. Gipson before you ever saw Mr. Baldwin or discussed it with him?

A. I didn't even start on the job.

Q. Didn't you tell me that Mr. Gipson was the one that first asked you to come down and goto work?

A. Yes, sir.

Q. Isn't it true that the first time you saw Mr. Baldwin with reference to this particular work was when you were engaged in running the condulets from the pump near the hotel down to the cottage that is occupied now by George Stone?

A. Yes, sir.

Q. Then it is true that you started to work before you discussed the matter with Mr. Baldwin?

A. No, sir.

Q. Explain yourself, Mr. Walker. You say you were engaged in doing that work when you first saw Mr. Baldwin in reference to that work; wasn't that your answer?

A. Yes, but I had called Mr. Baldwin over long distance before I even ordered the first piece of material.

Q. Where was he?

A. In St. Louis.

Q. What did you talk to him about doing for him?

A. I told him that Mr. Gipson had called me about doing the work down there and that it involved so much - such a great amount of money that I wanted to know who would be responsible for that job.

Q. Any part of it, or all of it?

A. All of it.

Q. What did he tell you?

A. That he would.

Q. Didn't you know that the wiring of the cottage and running the wire from the cottage to the pole near the hotel was embodied in the contract between Mr. Gipson and Mr. Baldwin?

A. Not until Mr. Baldwin came down here.

Q. When did he come down?

A. When the job was started.

Q. You were engaged in laying the line from the pole to the cottage?

A. Yes, sir.

Q. He told you at that time that that was embodied in his contract with Mr. Gipson?

A. Yes, sir.

Q. Did you quit or did you continue to work?

A. No, sir, I kept on working; I finished the job.

Q. You ran the line from the pole I mentioned down to the cottage - the Stone cottage? You wired the Stone Cottage, didn't you?

A. Yes, sir.

Q. Now that was embodied also in the contract with Mr. Gipson and Mr. Baldwin, was it not?

A. Well yes, sir, but when we were talking about getting the material for the pier down there - well the wire that he and Mr. Gipson had talked about putting there wasn't large enough.

Q. My question to you was relative to the wiring of the house and you said you wired the house?

A. Yes, sir, I wired the house.

- Q. To move on a step further, isn't it true that while you were engaged in that work you had been asked to do by Mr. Gipsen that Mr. Baldwin went down to the place?
- A. Yes, sir.
- Q. Didn't he while he was there, enter into an agreement with you whereby you would erect for him, or for his Company, two flood lights on that Stone building?
- A. Yes, sir.
- Q. And then didn't he also ask you - didn't the two of you agree that you would run the line underground from the Stone Cottage to the wharf, down the wharf and around the end of the wharf, and install four lights on the wharf?
- A. Yes, sir.
- Q. You know Mr. Arch Nelson, don't you?
- A. No, sir.
- Q. Well was there a young man with Mr. Baldwin when you all had that agreement at Orange Beach?
- A. Yes, sir, there was some one there.
- Q. Now you did, pursuant to that agreement with Mr. Baldwin, put the two flood lights on the Stone cottage?
- A. Yes, sir.
- Q. Ran the line under ground down to the wharf along the wharf and around the end of the wharf and put in the four lights?
- A. Yes, sir.

- Q. You were to be paid for that, sales tax on the material and on all of the work - I'm asking about from the two flood lights - the extension from the cottage to the wharf, and along the wharf and around the end of the wharf - you were to be paid sales tax on the material?
- a. Yes, sir.
- Q. You were to be paid the cost of the materials, were you not?
- A. Yes, sir, plus transportation.
- Q. Are you sure that anything was said about transportation?
- A. Getting the material to the job.
- Q. Then you were to be paid the amount of the cost of the labor?
- A. Labor and materials, plus 20%.
- Q. 20% in addition there - for example, if you expended \$20.00 for labor and material, your services in addition to that would be 20% ?
- A. Yes, sir.
- Q. You have there before you, Mr. Walker, the bill of complaint that you filed in this cause. Take that bill of complaint and turnnto the part marked Exhibit A. Do you see that?
- A. Yes, sir.
- q. You see at the top item one, May 31st., 1952?
- a. Yes, sir.
- o. I want to go over this exhibit with you, piece by piece and I want you to tell where each piece was used, keeping in mind that I'm trying to differentiate and put in one set of figures the work done and the materials furnished in putting in the two flood lights on the Stone Cottage and running the wire from

m the Stone cottage to the wharf and along the wharf and around the end of the wharf, and erecting the lights, and I want to put in another place the work done in wiring the house and running the wire from the Stone cottage to the pole near the hotel. Do you understand that?

A. Yes, sir. I will try to remember all of it.

Q. Your first item is 7 3/4 T. Condulets. Where were they used?

A. Let's see - there were three used on the pier.

Q. In that case there would be four used on the other part of the job?

A. Let's see now; I don't remember exactly how the thing was run but I know there was three down there - Oh yes, it taken two running up to the service of the cottage and one running over to the switch.

Q. That is still in the cottage?

A. No, sir, that is feeding the service to the cottage and going over to the switch on the corner down stairs of the flood lights; there is a switch control there.

Q. I want you to tell me how many of those seven condulets that you used about - that I asked about that were used in connection with the flood lights or with the wharf?

A. There were six.

Q. A moment ago you said three.

A. There are three on the wharf and there are two where the cottage is and one where it goes over to the switch on the flood lights.

Q. So that would be six in the flood light and on the wharf part of the job?

A. There maybe one on the end of the pipe, I don't remember.

- Q. Your next item is 9 3/4 Blank covers. What part of the job were those used in connection with the flood light or wharf extension?
- A. Well let's see - on all of the condulets there are covers.
- Q. So if you used six condulets there would be six of these used and that would leave three between the cottages and the house, is that right?
- A. Yes, and there maybe one on the end of the pipe.
- Q. You put the work in, didn't you?
- A. Not myself.
- Q. Were you on the job there, were you not?
- A. Not all of the time.
- Q. You are the man that said you had the contract to do the work?
- A. That's right.
- Q. You're the man that made up this statement?
- A. Yes, sir, my bookkeeper did.
- Q. Then you don't have personal knowledge of this exhibit A. that is set out here?
- A. Only the materials that I got from Turner Supply Company.
- Q. Then you don't know of your own knowledge whether this Exhibit A. as set out and the materials set out in Exhibit A. is correct amount of merchandise used on that job or not, do you?

- A. Well now I had some of this stuff in stock.
- Q. My question to you, Mr. Walker, do you have personal knowledge of the correctness of this Exhibit A?
- A. When the job was completed--
- Q. That is not my question. Do you have personal knowledge of the correctness of this Exhibit?
- A. This was taken off of the bill of material that we used. I didn't go and check each piece of it.
- Q. Then you don't have personal knowledge of it; you said your bookkeeper made this up?
- A. Yes, sir.
- Q. Did you check behind the bookkeeper?
- A. Yes, sir.
- Q. All right, lets go back to number three item of 8 $\frac{1}{2}$ " Tee condulets, \$4.80, what part of those were used in the wharf?
- A. All of those were used on the wharf.
- Q. The next item is 60' $\frac{1}{2}$ " Galv. conduit. Where was that used?
- A. In the wharf.
- Q. 4 $\frac{3}{4}$ x $\frac{1}{2}$ " Red. bushing, which you priced at .72; where were they used?
- A. That was in the wharf. That was reducing the $\frac{3}{4}$ pipe to half inch.

- Q. Next item, 4 Abolite yard lights, \$24.20, are those the four lights used on the wharf?
- A. Yes, sir.
- Q. Is that the wholesale or retail price of those lights?
- A. That was taken off of my bills that I had paid and I added over this total amount a percentage for transportation down there; this may not be the exact wholesale price at that time.
- Q. It may have been marked up above your cost?
- A. Yes, sir, for transportation down there.
- Q. The next item is 12 $\frac{1}{4}$ " one hole pipe straps .72. Where were they used?
- A. That was strapping the half inch pipe up and down the pile on the wharf.
- Q. 12 - 30 $\frac{3}{4}$ " one hole pipe straps at \$3.10. Where were those used?
- A. Those were used in swinging the pipe under the wharf.
- Q. All used there?
- A. Yes, sir.
- Q. 120' #12 T. W. Wire, \$2.16. Where was that used?
- A. That was used on those lights.
- Q. Flood lights?
- A. Yes, sir, on the wharf.
- Q. The next item, 5 $\frac{3}{4}$ x 5" nipples, .60. Where were they used?
- A. That was used on the wharf too.
- Q. Then practically all of that first item there which you have listed under the 23rd day of May, 1952, all of it was used on the wharf except one of the 7 $\frac{3}{4}$ " condulets and three of the

9 3/4" covers, all of those were used on the wharf?

A. This other one maybe there.

Q. What do you mean?

A. The 7th. 3/4" maybe on the end.

Q. All right, let's move to your number two item, which starts on May 29, 1952. I am still referring to Exhibit A.. 320' 10-2 Lead wire, \$69.90. Where was that used?

A. I don't know the exact place it was used; it might have been from the care-takers quarters to the wharf or it might have been from the care-taker's quarters towards the hotel.

Q. All right, lets move to the next item, 2 3/4" C. condulets, \$1.34, where were they used?

A. That was used down under the care-taker's cottage or quarters, I believe.

Q. Then that is not a part of the wharf extension?

A. Yes it would be, because you can't---

Q. 3 blank covers, .36, where were they used?

A. I can't tell you the exact location of where this stuff is, but they were used from the end of the wharf back to the pole.

Q. But would that be between the cottage and the hotel or between the cottage and the end of the wharf?

A. There are some --these C. condulets - those C. condulets there are some C. condulets between the pole and the care-taker's quarters for junction boxes, because you do not run a lead wire that far.

Q. Covers - the blank covers are they used on the wharf?

A. See, those covers would fit any of the condulets.

9 3/4" covers, all of those were used on the wharf?

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A. I can't tell you the exact location of where this stuff is, but they were used from the end of the wharf back to the pole.

Q. But would that be between the cottage and the hotel or between the cottage and the end of the wharf?

A. There are some --these C. condulets - those C. condulets there are some C. condulets between the pole and the care-taker's quarters for junction boxes, because you do not run a lead wire that far.

Q. Covers - the blank covers are they used on the wharf?

A. See, those covers would fit any of the condulets.

Q. What I'm trying to do is to distinguish between the two locations. Please cooperate with me and tell me whether they were used in the care taker's cottage or between there and the hotel or the wharf or in connection with the flood lights? One of the condulets is priced at 85¢. Where was that used? If you don't know, the item is only 85¢, let's move on?

A. I don't know.

Q. 2 4" pull chain recpts, priced at \$1.30. They were used inside the cabin, weren't they?

A. Yes, sir, either in or under it.

Q. Now 2 3 $\frac{1}{4}$ " Ceiling boxes, those were used in the cabin?

A. Yes, sir.

Q. 3 L. C. Switch boxes, 90¢?

A. In the cabin.

Q. 3 Duplex recpts?

A. In the cottage.

Q. One 30A - 4P. Switch, \$11.60?

A. In there.

Q. 4 plug fuses?

A. In there.

Q. 2 20 A plug fuses?

A. In there

Q. 2 30 C. cot. fuses?

A. In there.

Q. 2 Romex connectors?

A. In the cottage.

Q. 4 3/4" locknuts?

A. In there.

Q. 1 1/2" -- 1 F.S. 1 Recpt Box?

A. That is under the cottage.

Q. .WHEN YOU say it is under the cottage, does it have to do with the taking of the line into the cottage?

a. No.

Q. Then that would go on the wharf ?

A. Yes, sir.

Q. How about the single receipt?

A. See that was an outlet that he wanted under the cottage; that comes out of the fuse box with the cottage.

Q. Does that have anything to do with the wharf extension?

a. No, sir.

Q. All right, that would go in the cottage. Now 1 F. S. Recpt cover, \$4.90?

A. Cover for that.

Q. 2' 1/2" steel tube, 44¢?

A. That must be in the cottage.

Q. All right, 1 1/2" steel tube connector?

A. That would be on the tube.

Q. 74' 12-2 Romex wire, \$5.75?

A. Let's see -- the flood lights were wired with that on the outside of the cottage.

Q. How much of that went into the flood lights?

A. It would take pretty well all of that.

Q. These Bar hangers, two, at 48¢, tape screws, etc used. You used that over the whole job and have no way of knowing on which job the different ones were used?

A. No.

Q. Now move on to the third item, May 30, 1952. The first one is 3/3/4" C. Condulets, \$2.01. Where were they used?

A. Well they were used in the line between the care-taker's quarters - See they are all in that line; every 100 feet there is a C. conduit.

Q. Between the care-taker's cottage and the --

A. Hotel and wharf.

Q. Mr. Walker, let me ask this: What is the approximate distance from the pole near the hotel down to the care taker's cottage across the care-taker's cottage and along the wharf and around the end of the wharf? What is the total distance there?

A. I don't know.

Q. Give us your best judgment?

A. Close to 1,000 feet; I bought 1,000 feet of wire - No, I bought 700 and some odd feet of wire and I had some to make the short runs and the 1,000 feet of pipe.

Q. If the distance was approximately 1,000 feet, what part of that is between the cottage and pole near the hotel?

A. Well must be about half of it, or a little over.

Q. Better than half?

A. Yes, sir.

Q. As much as two thirds?

A. Well I couldn't say it was that much, but it's better than half.

Q. Go back to your first item of May 30th. You say you don't know for sure where those were used? Am I correct in that?

A. Well they would either be between the care taker's quarters and the end of the wharf or would be from the care-taker's quarters up to the end of the pole.

Q. But you're not able to say where?

A. No, but I believe there were three used between the care-taker's quarters and the end of the wharf.

Q. You have referred to some up at the top being used and then these were used from the care-taker's quarters back to the pole?

A. Yes, sir.

Q. Let's go to 8 $\frac{1}{2}$ " L. Condulets, \$6.80. Where were they used?

A. Well those were used on the wharf.

Q. Now 8 $\frac{1}{2}$ " covers?

a. On the wharf.

Q. 8 $\frac{1}{2}$ " nipples?

A. That was on the wharf.

Q. 10" 1/2" conduit?

A. That was 10 feet on the switch on the two flood lights.

Q. That would be in connection with the wharf extension and flood lights?

A. Yes, sir.

Q. 10' $\frac{1}{2}$ " conduit?

A/ That is 10 feet to the switch.

4 $\frac{3}{4}$ by $\frac{1}{2}$ " reducers?

A. Let's see -- There are two where it comes out of there going to the switch and the balance of the reducers are used on the wharf reducing from $\frac{3}{4}$ --

Q. All right, move on to the next - 4 yards lights, comp. \$17.00, Where was that?

A. That is on the wharf.

Q. How many lights did you put on the wharf?

A. Four.

Q. Didn't you testify in your May 24th. item ~~xxxxx~~ those four abbolite, \$24.20 were on the wharf?

A. That's right.

Q. Then the four yard lights which you have priced at \$17.00, were used between the cottage and hotel?

A. Between the cottage and hotel?

Q. Yes?

A. I don't think there are any lights between the cottage and the pole.

Q. Well if you only put four on the wharf, where did these four go? Could they have anything to do with the ~~sign~~ sign up at Gufl Shores?

A. That is those lights on the sign; the yard lights is the ones on the wharf and the abolites are the lights on the sign.

- Q. All right, then the \$17.00 item was on the wharf, and the 4 abolites, \$24.20, that is on the sign?
- A. That's right.
- Q. All right, sir, 12 $\frac{1}{2}$ " pipe straps, 60¢?
- A. Well they would - to be exact - there were some used on the sign and some on the wharf too.
- Q. All right, sir, 30 $\frac{3}{4}$ " pipe straps?
- A. That was hanging tyat $\frac{3}{4}$ " piple under the wharf; there was some, I believe up a t the pole.
- Q. All right, sir, 5 $\frac{3}{4}$ " x 6 $\frac{7}{8}$, Nipples?
- A. $\frac{3}{4}$ x 6" - that must have been on the wharf.
- Q. Do you know?
- A. No, sir, I'm not positive.
- Q. All right, two single pole switches?
- A. That is controlling the flood lights on the care-taker's cottage.
- Q. 5 lbs duck seal, \$1.00?
- A. From one end of the wharft to the other.
- Q. 20' #12 single lead wire, \$1.36?
- A. Single lead wire, that is in that 10 feet of pipe that went on the switches.
- Q. What switches?
- A. That control the flood lights.
- Q. The duck seal, you used that over the whole ~~junction~~ job?
- A. Yes, sir.
- Q. I can~~xxx~~ pipe dope?
- A. That went over the whole job.

Q. 1 FS - 2 condulets, 90¢?

A. I believe there is a convenience out-let duplex receptical there - I don't know whether one switch for one flood light and a switch for the other.

Q. Then you don't know where that item went. How about the covers; 3 FS covers, \$7.35. You don't know where they went?

A. Well some of them were on those switches.

Q. What switches?

A. That control the flood lights.

Q. How many?

A. IF there are two switches, there is one on each of them, but I don't remember.

Q. The answer is: You just don't remember, is that right?

A. That is right.

Q. Now turn to the next page. Item 4, May 31, materials, tape, screws, and misc. \$3.00. You can't break that down?

A. No.

Q. That was used over the whole job?

A. That's right.

Q. ~~Now~~ Now, June 4, 1952, 2 FS - condulets, \$5.40. Where were they used?

A. I believe they were used under the care-taker's cottage or quarters

A. Do you know?

A. No.

Q. If you don't know that would be the correct answer. The 2 24" bar hangers, 48¢?

A. That is in the cottage.

Q. 3 3/4" Ceiling boxes, 75¢, where did those go?

A. In the cottages.

Q. 1 750 W Clear lamp, \$2.90, where did that go?

A. In the flood light on the outside of the cottage.

Q. 5 150 W. Clear lamps, \$1.35, where did that go?

A. There was one under the care-taker's quarters, and four on the wharf, the best I remember.

Q 1 All right, sir, one variety flood light, \$8.75?

A. I believe that one is on the end of the care-taker's cottage.

Q. How about your large flood light?

A. On the other end of the care-taker's quarters.

Q. All right, 3-- 2 3/8 Romex connectors?

A. Well that was-- that must have been in the care-taker's quarters.

Q. All right, 2 1/2" stell tube cont. Is that in the care-taker's quarters?

A. Must have been.

Q. 4' 1/2" steel tubing, .88, where did that go?

A. In there.

Q. 152 feet #1202 Romex, \$11.50?

A. That is on the inside and outside of that cottage.

Q. Can you break that down? You ran a number of lights inside and only two outside, didn't you?

A. The best of my knowledge there are some outlets under the care-taker's quarters, but I don't remember how many.

- Q. You don't know how to break that down? Am I correct in that?
- A. Not the exact footage, no.
- Q. All right, sir, 175' 12" T.W. Wire?
- A. That was on the wharf.
- Q. All right, sir, 30 Insulated Staples?
- A. --
- Q. We will just pass that. Where was your 1000' 3/4" Galv Conduit, \$160.00 used?
- A. From the pole over to the care-taker's quarters, and from there over to the switches where you turn up to the switches to the flood lights and from there to the end of the wharf.
- Q. Could you give us some break down on that? The approximate amount between the cottage and the pole and the approximate amount in the cottage, and between the cottage and the end of the wharf?
- A. Let's see; there is a ~~light~~ little more than half from the pole to the care-taker's quarters.
- Q. The rest the other way?
- A. Yes, sir.
- Q. Over half is between the cottage and the pole?
- A. Yes, sir.
- Q. What part in connection with the cottage?
- A. About 30 feet on to the cottage and switch.
- Q. 30 feet in the cottage?
- A. Yes, sir, to the switches and flood light.

Q. And the remainder from the cottage to the end of the wharf?

A. Yes, sir.

Q. 720' 10-2 Lead wire, \$117.30, where was that used?

A. Over the whole entire job; that was used from the pole to the end of the wharf.

Q. Can you break it down?

A. Well there is a little more than half from the care-taker's quarters to the pole.

Q. More than half?

A/ A little more than half.

Q. 8 blank covers, \$3.76, do you know where they were used?

A. They were used on those condulets.

Q. Where were the condulets?

A. Let's see - there are either four or five between the care-taker's quarters and the pole and there are - I believe- three or possibly four from there to the end of the wharf.

Q. About half and half?

A. Just about that.

black

Q. All right, sir, did you use any/pipe for condulet down there?

A. I believe there was 20 feet.

Q. Where was that used?

A. Right at the pole.

Q. You didn't put any pipe under the ground for conduit?

A. I believe about 10 feet.

Q. Did you charge for it?

A. No, sir.

Q. Did you charge for Galvanized and put in black pipe?

~~Q. Yes, sir.~~

A. No, sir.

Q. You didn't do that?

A. No, sir. This is not all of the lead wire that was used.

Q. You made it up, didn't you?

A. This lead wire right here was wire that was bought.

Q. You have other lead wire on the other page, don't you? Look over there and see. Don't over-look that?

A. That's right.

Q. Is that all of the wire in the two items?

A. That's right.

Q. Now Mr. Walker, you have on your exhibit A. here Labor, \$227.00, is that the correct figure?

A. Yes, sir.

Q. How many hours did you work down there?

A. It would have to be broke down.

Q. All right, break it down?

A. Well let's see - there was a mechanic and helper down there - I don't have my time book with me --

Q. Is there any way that you can tell the Court how many hours you worked on that job?

A. No, sir.

Q. You can't?

A. No, sir.

Q. Is there any way that you can tell how many hours your mechanic worked on that job?

A. No, not unless I would go back to my time book.

Q. No way to tell how many hours your helper worked?

A. No, sir.

Q. If you can't break it down on the whole job, then, of course, you couldn't break it down as to what work went inside the cabin and the work from the cabin to the pole and flood light and wharf?

A. Mr. Baldwin ought to have a bill to that effect?

Q. I'm asking you if there is any way that you could break it down?

A. Not unless it is on this.

Q. You have the statement that you attached to your bill of complaint before you, don't you, and that simply lumps it, don't it?

A. Yes, sir.

Q. You tell us that there is no way you can break it down?

a. Yes, sir, I can break it down.

Q. First, what are you going to give us, your time?

A. Well I couldn't break it down like that, but I can tell you how much per day, and I can figure how many days, but I don't know whether it was the mechanic or the boy that was working for me.

Q. Did you each work there the same amount of time?

a. No, sir, I wasn't there that much.

Q. Give us by days the break down; what is your first day?

A. May 23rd.

Q. What is the total labor bill for that day?

A. \$12.00.

Q. What is your next day?

(page 35)

- A. May 29th, \$66.50.
- Q. Your next day?
- A. May 31st.
- Q. All right, how much?
- A. \$78.75.
- Q. Do you have anything for the 30th?
- A. No, sir, that would be the 30th and 31st.
- Q. Do you have anything for June 4th?
- a. Yes, sir.
- Q. What is that?
- A. \$69.75.
- Q. Now Mr. Walker, I believe you ^{you} said that /could'nt tell what part of that was for you and what part for your mechanic and what part was for your helper?
- A. No, sir, unless I could go back to the time book.
- Q. That is no way to say what part of that labor went in the wiring of the cottage and running the line from the cottage back to the pole?
- a. Well, no, sir.
- Q. No way you could tell what went in the installation of the flood lights and running the line to the wharf and putting the lights there?
- A. Not unless I had my time book.
- Q. But wouldn't it follow, as a matter of course, if the greater amount of the distance is between the cottage and the pole, that the greater part of the work went into running the line from the pole to the cottage and doing the work inside

inside of the cottage?

A. Well no, I wouldn't say that because you had to carry that material from the hotel up there to the end of the wharf and that involved a good bit of time too.

Q. Now you testified, Mr. Walker, on direct examination about this installation up at Eulf Shores - the sign. You first said no part of that sign bill was involved in this suit, but later on you said the 4 abolite yard lights which you have billed out on the 23rd day of May went in the sign?

A. That is right.

Q. Now let's go over the sign figures. You say you didn't know exactly, but your materials for the sign must have been approximately \$40.00, is that right, including the lights?

A. Pretty close to it.

Q. You said that you worked 5 hours at \$3.00 an hour, or \$15.00?

A. Yes, sir.

Q. Your helper worked five hours at \$1.75 an hour?

A. Yes, sir.

Q. That would be \$8.75?

A. Yes, sir

Q. You made a meter deposit of \$5.00?

a. Yes, sir.

Q. Those items, if I added them correctly total \$68.00. If that is correct, then your 20% would be \$13.75 and make a total of \$82. and some cents?

A. The rain tight switch and fuse switches are not on there?

Q. What I'm trying to do is to get the total amount due you for the sign?

A. It would be more than \$40.00, including the rain tight switch

and the time clock, because it is not even billed.

Q. How much would you add for those two items?

A. Time clock - I don't remember whether it was a double pole or not - a time clock is about \$18.00.

Q. What did you say about the switch?

A. Rain tight service switch is \$7.00 to \$8.00.

Q. Say \$7.50 - split the difference?

A. That is close enough.

Q. Then that would give a round figure of approximately \$110. up there for the sign?

A. Meter deposit?

A. I covered the meter deposit?

a. Yes, sir.

Q. Isn't this what happened. You and Mr. Baldwin had a conversation?

A. Yes, sir.

Q. He didn't tell you to put it in - then he goes back to St. Louis and writes you to give him a price, and to quote what you said, didn't you say when you got his letter asking for a price the work was done?

A. That is right.

Q. You mentioned that you called up Mr. Baldwin about pay for this think and he didn't pay. Isn't this substantially what happened: Didn't he tell you then that he was willing to pay you for the part of this work that he owed you for?

A. He said he would pay - he wanted to settle for \$300 or \$400.

Q. You never did furnish him, and have not up to now, or by your testimony been able to furnish an accurate break down as to

what went in the sign and what went into the installation of the flood light and running the line to the wharf and putting the lights on the wharf? You have not until today broken that down?

A. No, I was looking to him for the total bill.

Q. Regardless of who you did the work for?

A. He put me to work; I didn't even start on the job until I talked to him.

Q. Talked to him, but you were working for Gipson on the job when he came down there?

A. No, sir, I've not worked for Gipson at all.

Q. You have not worked for Gipson at all?

A. No, sir.

Q. All right, I hand you here, Mr. Walker, a statement of yours dated May 29th. 1952, consisting of two pages, which lists some merchandise, amounting to \$104.56, and also tax, \$3.16, service charge \$66.00 billed to G. R. Gipson and C. R. Baldwin. If you didn't do any work for Gipson, why did you make out that bill to him?

A. Mr. Baldwin asked me to keep these separated; to bill him the total bill, but to mark what he and Mr. Gipson agreed on from one point to another, but I didn't do the work for Mr. Gipson.

Q. You prepared that bill?

A. Yes, sir.

MR. BLACKBURN: We offer this in evidence and ask that it be identified as Respondent's Exhibit 1.

Q. What is the service charge, Mr. Walker, on the bill I just showed you?

A. That is for labor in the care-taker's quarters.

Q. Well now, wasn't your agreement that you were going to be paid the cost of the labor, plus 20%?

A. No, sir, it wasn't figured as cost on the labor - cost of materials delivered on the job, plus labor, plus 20%.

Q. Your 20% applied to labor?

A. On the total amount.

Q. Yet you come along and include a service charge and say that is labor for wiring the care-taker's cottage?

A. That was fixed so Mr. Baldwin - so that Mr. Baldwin and Mr. Gipson could separate theirs.

ON RE DIRECT EXAMINATION OF THE COMPLAINANT BY MR. STONE:

Q. Mr. Walker, Mr. Baldwin requested that you bill him that way?

A. Yes, sir, for his benefit.

Q. Did you have an agreement with Gipson to do some work on that care-taker's cottage, the payment for which you looked to Gipson for?

A. That was connection to the pole.

Q. What was the amount of that statement, \$35.00?

Q. You mean for Gipson's work?

Q. The work you did for Gipson on the Care-taker's cottage - did he employ you to do \$35.00 worth of work on the care taker's cottage, putting in outlets?

A. Yes, sir.

- Q. None of that work - that \$35.00 that you contracted for Gipson is included in the statement that Mr. Blackburn went over with you?
- A. That is the total bill that I gave Mr. Baldwin.
- Q. Does that total bill that Mr. Blackburn just went over with you include the \$35.00, or material that you purchased when you did the \$35.00 worth of work for Gipson?
- A. There was more than \$35.00 worth of work in the cottage.
- Q. Did you contract with Mr. Baldwin or Gipson?
- A. Baldwin
Mr. ~~Gipson~~ to do the whole job.
- Q. Did you contract with Gipson to do any work on the care-taker's cottage?
- A. He asked me to make the connection; him and Mr. Baldwin was talking about the connection -
- Q. The care-taker's cotage?
- A. No, sir, I have no agreement.
- Q. Did you do any work for Mr. Gipson on the care- taker's cottage that he requested you to do?
- A. No, sir. Mr. Baldwin told me to do that.
- Q. Mr. Baldwin requested everything that you did?
- A. Yes, sir.
- Q. Did you place the materials that are itemized on the job and put them on the job to do the work that you did, and are those materials down there now to the best of your knowledge?
- A. Yes, sir.

- Q. You placed the materials at the Gulf Gate Lodge -- from the pole to the wharf, and down the wharf and around the end of the wharf and put in the flood lights and that material was placed on that job by you?
- A. Yes, sir.
- Q. You left that material there?
- A. Yes, sir.
- Q. That material, when you left it, was in a servicable condition?
- A. Yes, sir.
- Q. Operated and functioned properly?
- A. As far as I know still does.
- Q. That material was placed at Gulf Gate Lodge?
- A. Yes, sir.
- Q. You did that work at the request of Mr. C. R. Baldwin, Jr.?
- A. Yes, sir.
- Q. Now the telephone conversation that you had with Mr. Baldwin. Did he tell you in that conversation that Gipson had contracted fir the electrical work?
- a. He said that him and Gipson had some kind of dealings between theirselves, but he told me to list it from the pump house to the care-taker's quarters, and including the care-taker's quarters on separate bills, labor and material.
- Q. Did he tell you that Gipson would pay you for that work?
- A. No, sir.

- Q. Did he tell you that your bill would be run through Gipson?
- A. No, sir.
- Q. That Gipson would be liable for it as the original contractor?
- A. No, sir. I wouldn't have started the job like that, that's the reason I called Mr. Baldwin.
- Q. Did he agree to pay for the electrical work/^{which}you did at the Gulf Gate Lodge?
- A. Yes, sir.
- Q. Did he agree to pay you the total amount of the labor, required plus the materials required for the job, plus 20%, plus sales tax that you paid on the materials?
- A. Yes, sir.
- Q. Did you, on the basis of that 'phone conversation, place the materials on the job and do the work at the Gulf Gate Lodge?
- A. Yes, sir.
- Q. Does all of the material listed in Exhibit A. -- Were all of it put at Gulf Gate Lodge?
- A. Yes, sir.
- Q. In accordance with your agreement with Mr. C. R. Baldwin, Jr.?
- A. Yes, sir.
- Q. On this sign down at the Canal, and Alabama Highway 3. You state that you had a conversation with Mr. Baldwin relative to that sign?
- A. Yes, sir.

Q. Do you remember Mr. Walker, just what he said in regard to you doing the work on the sign?

A. He asked me about -- said he was going to have a sign up there and wanted it lit up and wanted a clock on it.

Q. Did he say that he wanted you to do the work?

A. He told me would I take care of it and pay the meter deposit and bill it to him.

Q. What did you tell him?

A. That I would.

Q. What else was said, if you remember?

A. I don't know sir.

Q. When you went there to do the work was there a sign there?

A. Yes, sir.

Q. What was printed on the sign, if you remember?

A. Gulf Gate Lodge.

Q. Did it have an arrow on it or any direction as to how to get there?

A. I believe it did have an arrow on top of it.

Q. Is there more than one Gulf Gate Lodge at Orange Beach?

A. No, sir.

Q. Did you place the lights on that sign?

A. Yes, sir.

Q. Put the rain tight switch there?

A. Yes, sir.

Q. Did this sign function?

A. Yes, sir.

Q. Did the time clock function there?

A. Yes, sir.

- Q. You have done - Have you done any repair work on the sign since that time?
- A. No, sir.
- Q. Have you seen the sign in operation?
- A. Yes, sir.
- Q. It is operating?
- A. It was the last time I was by there.
- Q. That sign has written on it: "Gulf GATE LODGE"?
- A. Yes, sir.
- Q. All right, now did Mr. Baldwin request that you do this work in the same manner that you had handled the GULF GATE LODGE work?
- A. Yes, sir, at the time ^{we} were talking.
- Q. How long after this conversation did he write you?
- A. Well it must have been a week.
- Q. Do you remember what that letter said?
- A. He wanted an estimate on the job. - The approximate figure, but I had already finished the job, and had the sign burning.
- Q. I believe you testified that you had a couple of other telephone conversations with Mr. Baldwin after you finished this job. Is that correct?
- A. Yes, sir..
- Q. What did Mr. Baldwin tell you in those conversations, if anything, relative to payment of your statement for services down there?
- A. He told me he wasn't going to pay it.

Q. Had you sent him an itemized statement before that time?--
before you talked to him over the 'phone, and he told you he
wasn't going to pay the statemnt?

A. Oh yes.

MR. STONE: At this time we would like to introduce and have marked
Complainant's Exhibit 2, Certified copy of quit claim
deed from C. R. Baldwin, Jr. and wife, Mairine
Baldwin, to Gulf Gate Lodge, I_nc., dated November 23,
1951, and filed for record in the office of the
Probate Judge of Baldwin County, Alabama, May 8,
1952, and recorded in Deed Book 180 N. S. at pages
360-361, conveying, along with other property, lot
40 of the Emma Buckhart sub-division located in
Section 12, William Kee Grant, Township 9 South,
Range 5 East, Baldwin County, Alabama, as per plat
recorded in Plat Book 1 at page 14.

Also, we would like to introduce in evidence at
this time a certified copy of the map of the Burk-
hart property, as the same appears of record in the
office of the Judge of Probate of Baldwin County,
Alabama, in Map Book 1 at page 145, as Complainant's
Exhibit 3.

ON RE CROSS EXAMINATION OF THE COMPLAINANT, BY MR. BLACKBURN,
HE TESTIFIED:

Q. Mr. Walker, this conversation relative to the light up at Gulf Shores on the highway that you had with Mr. Baldwin, also took place down at the Gulf Gate Lodge, did it not?

a. That is where it taken place.

Q. That is when you and Mr. Baldwin and some one else that you didn't know were present? You testified that there was somebody else present, but that you didn't know who it was, and I asked you if you knew Mr. Nelson and you said that you did not.

A. I don't remember whether it was at that time or the time after that.

Q. Didn't you, in that same conversation, ask Mr. Baldwin, while this other gentlemen was present, if he would pay you Gipson's bill, but did he ever agree that he would pay it?

A. No. I never asked him a thing about that.

Q. You never asked him anything about the Gipson bill or for any work that you had done for Gipson, or were doing for Gipson?

A. No, sir.

MR. G. R. GIPSON, A WITNESS FOR THE COMPLAINANT, BEING FIRST DULY
SWORN, TESTIFIED:

Direct examination by Mr. Stone.

Q. Is this Mr. G. R. Gipson?

A. Yes, sir.

Q. Where do you live, Mr. Gipson?

A. Fairhope, Alabama.

Q. Mr. Gipson, did you do some work at or near Orange Beach for and at the request of Mr. Baldwin from St. Louis?

A. Yes, sir.

Q. What did you do for Mr. Baldwin, Mr. Gipson? Was it construction work?

A. Yes, sir.

Q. What did you construct?

A. Well I finished the hotel for him and a servant's quarters at the boat basin.

Q. Did you build a pier for him?

A. Yes, sir.

Q. Did Mr. Baldwin instruct you where to put the pier?

A. Yes, sir.

Q/ And where to put the care-taker's cottage?

A. Yes, sir.

Q. I show you a paper or map of the Emma Burkart property, and Lot 40. Is that pier and care-taker's cottage located on Lot 40?

A. Yes, sir, the hotel would be on Lot 33 and the slip and bulk-head and care-taker's quarters would be on Lot 40.

Q. Now Mr. Gipson -- That's all.

ON CROSS EXAMINATION OF THIS WITNESS BY MR. BLACKBURN, HE TESTIFIED

Q. Mr. Gipson, what electrical work did you arrange for Mr. Walker to do for you in connection with this work that you were doing for Mr. Baldwin, or the Gulf Gate Lodge?

A. The wiring of the inside of the care-taker's quarters.

Q. That is what you refer to as the care taker's quarters, is the

house that is located at - between the hotel and the bay,
isn't it?

A. Yes, sir, adjacent to the wharf.

Q. Is that the same cottage that is occupied by George Stone?

A. The last I knew, yes.

Q. Hadn't you previous to that, Mr. Gipson, entered into a contract with Mr. Baldwin whereby you would erect that house, and didn't your contract with Mr. Baldwin include the taking of the light line from the pole near the hotel to the caretaker's quarters and also the electrical work inside the caretaker's quarters?

A. Not from the hotel to the quarters.

Q. Now Mr. Gipson, I am going to hand you here a copy of a contract unsigned, that was prepared between you and Mr. Baldwin of the Gulf Gate Lodge. Look at that and familiarize yourself with it. Have you familiarized yourself with this paper?

A. I read it.

Q. Now I will ask you, if Mr. Baldwin sent you through the mail a contract in the form of the one that I have shown to you?

A. Something similar to it; it is not exactly like that.

Q. Where does it vary?

A. In naming of the wire from the hotel to the cottage and the figures relative to the amount of labor it would take.

Q. I will ask you if, before Mr. Baldwin mailed you this contract from St. Louis, I will ask you whether or not the two of you agreed at your house verbally on a contract exactly like it is outlined in this paper I have shown you?

A. Not exactly.

Q. You have a suit pending against Mr. Baldwin yourself?

A. Yes, sir.

Q. That involves this same work?

A. Yes, sir.

Q. There are some over-lapping charges in your claim and this claim of Mr. Walker's?

A. I don't believe I quite understand what you refer to as over-lapping claims.

Q. Hadn't you charged him, and aren't you suing him for the wiring of the care-taker's cottage?

a. Yes, sir.

Q. Now you also say that you had no agreement with Mr. Baldwin about running the wire from the pole up near the hotel down to the cottage?

A. No. I agreed to tie on to that line.

Q. But not to run it?

A. Not to run it, no.

Q. Mr. Gipson, I refer to a letter written by you in Fairhope, Alabama, dated July 9, 1952, to Mr. Baldwin where you say this: "I still have not got all of my outstanding bills (the largest one besides Gulf Shores Building & Supply, is plumbing and wire) You saw Walker put \$79.00 on my bill for conduit. The size the the wire was increased from 12 to 10. I have not asked you for any additional money for this. However, I feel that you should pay the material cost, as you are the one who will have the benefit"---^w as that a letter that you

wrote Mr. Baldwin dated July 9th?

A. The best I remember I wrote him something to that effect.

Q. If you had no contract with Mr. Baldwin about running the wire from the pole up near the hotel down to the cottage, why did you comment on a change in the size of wire?

a. Well it was due to this fact: The matter of battery chargers, drill motor and lights was in discussion; he never did commit himself as to what it would require -- how much current would be used and nothing definite was ever settled on that.

Q. Originally it was contemplated that there would be number 10 wire used?

A. No, number 12.

Q. 12 is smaller than 10?

A. Yes, sir.

Q. And cheaper than 10?

a. Yes, sir.

Q. So what you are asking him to pay for in that is the difference in the cost of the larger wire over the smaller wire?

A. I had never made him a quotation on that.

Q. That is set out in the contract that you say you did make?

A. I never did make him a quotation on that particular phase on it; therefore, I could not have very well come to a figure, because I didn't know what size wire was to be used, there were lights on the wharf, which would increase the load.

- Q. You had nothing to do with the flood lights on the cottage?
- A. No, sir.
- Q. Nor running the line from the cottage to the wharf - you had nothing to do with that?
- A. No, sir, but that was to be fed through the line in question.
- Q. Mr. Gipson, who first got Mr. Walker down there to work on the job?
- A. I did, at Mr. Baldwin's request.
- Q. When and how did he request it?
- A. Through a letter.
- Q. When Mr. Baldwin came down here in the latter part of May, 1952, at a time that he had Mr. Archie Nelson with him -- Do you know Mr. Archie Nelson?
- A. Yes, sir.
- Q. Wasn't Mr. Walker already there working on the job between the cottage and the pole?
- a. The best I recall they both got there the same day.
- Q. You wouldn't say Walker was not working when Mr. Baldwin got there?
- A. I know that he was unloading the materials when Mr. Baldwin walked up.
- Q. You did have a contract with Mr. Baldwin to fix all of the lights in the George Stone Cottage?
- A. Yes, sir.
- Q. Didn't have a contract to run a wire and conduit from the pole to the cottage?
- A. No I didn't, because I didn't know the size of the wire it would

take to supply his load.

Q. You did write him that your biggest bill was for plumbing and
m wiring?

A. Yes, sir.

ON RE DIRECT EXAMINATION OF THIS WITNESS BY MR. STONE:

Q. Now Mr. Gipson, this contract that Mr. Blackburn has shown
you and that was not signed by you and Mr. Baldwin, the terms
and words embodied in that contract do not constitute the agree-
ment that you had with Mr. Baldwin?

A. No, it is not true to the agreement that we had.

Q. Did your contract with Mr. Baldwin to construct a bulk-head
and wharf along - bulk-head along the side of the wharf with
and L. on the end and care taker's cottage - was that your
contract?

A. Yes, sir.

Q. But electric lights in the care-taker's cottage ?

A. Yes, sir.

Q. That was all in one agreement?

A. No, the bulk head and wharf was one.

Q. If - You did agree to build the bulk head?

A. Yes, sir.

Q. And that the wharf along the bulk head would be built and the
walk way along the wharf is from the edge out in the bay?

A. Yes, sir.

Q. In the agreement that he showed you, was all of that discussed --
the bulk-head and wharf and care-taker's cottage?

A. Yes.

Q. Have you been paid for your work on the bulk-head and wharf?
(page 52)

A. Yes, sir.

Q. Have you been paid for your work on the care-taker's cottage?

A. No, sir.

Q. Did you ever agree with Mr. Baldwin to do the necessary electrical work from the pole near the hotel to the care-taker's quarters and wharf?

A. I agreed to pay for the tie in on the pole.

Q. Did you ever agree to run the wire or service down there?

A. No, sir.

Q. Did you ever estimate the cost of running that wire down there to Mr. Baldwin?

A. I give him the quotation as was quoted to me.

Q. Was that electrical work included in your final agreement with Mr. Baldwin?

A. No, sir.

THE COMPLAINANT REST.

MR. C. R. BALDWIN, JR. BEING FIRST DULY SWORN, TESTIFIED

Q. Is this Mr. C. R. Baldwin, Jr.?

A. It is.

Q. Mr. Baldwin what is your connection with the Gulf Gate Lodge?

A. I am the President and majority stock holder.

Q. Do you know the complainant, Mr. Walker?

A. I do.

Q. Did you know him in the year, 1952?

A. I did.

- Q. You have heard his testimony here -- I believe he stated in substance, that he called you by long distance telephone in St. Louise and you agreed that he do all of this work for you. Did that happen?
- A. He called me in St. Louis and to a certain extent he is correct. I wanted Mr. Walker to do the electrical work at the lodge and due to the fact that he had done the work at the Hotel before I told Mr. Gipson, the contractor on the job, that I would prefer Walker to do the job on the care-taker's quarters.
- Q. What transpired in the telephone conversation?
- A. If I remember correctly, Mr. Walker asked me if Mr. Gipson was in power to contract for the electrical work down there, and he said that if it would be all right for me to take over the obligation and pay his bill rather than have Mr. Gipson pay it, and I told him if he would work it out with Mr. Gipson that it would be all right with me.
- Q. Did you and Mr. Walker have an agreement that you would pay Mr. Gipson's bill?
- A. Oh no.
- Q. When and where did you, if you made a contract with Mr. Walker -- where was the contract made and what was the contract?
- A. The contract I made with Mr. Walker was just adjacent to the pump house back of the hotel; he was on the job with his truck

- Q. When you say the Hotel, do you mean the Gulf Gate Lodge?
- A. That's right.
- Q. Can you fix the time of that, Mr. Baldwin?
- A. I cannot.
- Q. Who was present at the time you had this conversation, Mr. Baldwin?
- A. Mr. Nelson
- Q. And Mr. Walker?
- A. Mr. Walker, of course.
- Q. You say that Mr. Walker was on the job there. What was he doing when you got down to the Lodge?
- A. Well he had men there, I believe, that were digging the trench to put in the conduit - stringing the conduit, and he had a roll of wire out on the ground and had some large Flood Lights there in the truck and from what I gathered he was supervising the laying of the conduit.
- Q. He was there at work when you got there?
- A. Yes, sir.
- Q. Did - Do you recall how much ditch he had dug?
- A. The men were down to the trees, just below -- I would say that he had about 150 feet dug at that time.
- Q. Approximately how far is it from that pole to the care-taker's cottage?
- A. A distance of 485 feet.

- Q. Had you made, or did you ever make any contract with Mr. Walker, the Complainant, to install a light line for you from the pole to the Care-taker's cottage?
- A. No, sir, not directly.
- Q. Go ahead and outline what your contract was?
- A. My contract with Mr. Walker was this: I asked him while he was working on this job from the pole there - the connection pole down to the Care-taker's cottage, while he was doing that if he would also figure the job from the care-taker's cottage to the wharf, along the wharf and across the L. and put four lights there, and also figure two flood lights that I had not figured any of that with Mr. Gipson, and I asked him how much it would cost, and he said approximately \$400.00, but here is the deal, what I will do, I will treat you all right, he said and I will give you the wholesale price that it cost me for my material, add 20% to that and charge you the labor for my men and myself and add 20% to that and that that will be your cost.
- Q. Did he say anything about the transportation charges?
- A. No, sir.
- Q. Was transportation charges to be included?
- A. That was never mentioned.
- Q. Did you or not say Mr. Archie Nelson was present during that conversation?
- A. He was.

- Q. Had you made, or did you ever make any contract with Mr. Walker, the Complainant, to install a light line for you from the pole to the Care-taker's cottage?
- A. No, sir, not directly.
- Q. Go ahead and outline what your contract was?
- A. My contract with Mr. Walker was this: I asked him while he was working on this job from the pole there - the connection pole down to the Care-taker's cottage, while he was doing that if he would also figure the job from the care-taker's cottage to the wharf, along the wharf and across the L. and put four lights there, and also figure two flood lights that I had not figured any of that with Mr. Gipson, and I asked him how much it would cost, and he said approximately \$400.00, but here is the deal, what I will do, I will treat you all right, he said and I will give you the wholesale price that it cost me for my material, add 20% to that and charge you the labor for my men and myself and add 20% to that and that that will be your cost.
- Q. Did he say anything about the transportation charges?
- A. No, sir.
- Q. Was transportation charges to be included?
- A. That was never mentioned.
- Q. Did you or not say Mr. Archie Nelson was present during that conversation?
- A. He was.

- Q. I will ask you whether or not in that conversation Mr. Walker said anything about your paying Gipson's bill to him direct?
- A. Not at that time.
- Q. Did he at - Did you at that time have any conversation whatever about the lighting of the sign at the Canal Bridge?
- A. I told him that I was going to have the sign, or had a sign - I don't know whether the sign was completed at the time I was there at the hotel; I don't know the date on that - I told him that I was going to have a sign that needed lights and I wanted him to figure how much it would cost me to have the sign lighted and send me the cost at the same time he sent me bill on the lights. I questioned the \$400.00 bill and said that it seemed extremely high and he said, "I will send you a figure " and I said: "Go ahead and do the work at the wharf and put the two flood lights in." Like I said, I thought he would treat me all right, and he said, " I will work the deal out for you so that you will pay the cost plus 20%" but at no time did I give him a contract to do anything on Gibson's contract.
- Q. Did you later write him for the quotations?
- A. I did, because I had asked him originally, and I wanted to know how much it would cost.
- Q. Later did you find out that he had already done the work?
- A. Sometime later.
- Q. Has Mr. Walker ever furnished to you, as President of this Corporation, an itemized statement of the work done in putting the two flood lights on the Stone Cottage and running the

wire from the cottage to the wharf, and around the L. and putting the four lights on the wharf?

A. You mean has he furnished it to me?

A. He furnished you a lump sum statement?

A. For all of it.

Q. He never has given you a broke down statement?

a. No, sir.

Q. Have you requested it?

A. Yes, sir.

Q. Have you requested anything in connection with the sign?

A. Yesm sir.

Q. Has he furnished those?

A. No.

Q. Did you tell him that you would not pay him for anything other than what he contracted with you to do?

A. I told him unless he and Mr. Gipson could get the whole thing straightened out - the over-lapping of their bill - I was not going to pay him anything.

Q. Mr. Gipson also has a suit pending against your Corporation?

A. That is right.

Q. I will ask you whether or not you had endeavored to contract with Mr. Gipson?

A. Verbal contract.

Q. Where was that contract made?

A. In the front room of his home.

Q. Who was present?

A. Him and myself.

Q. Did that oral contract made at his home there include the running of the wire underground from the pole to - up near the hotel - down to the care-taker's cottage?

A. That is what it included.

Q. State whether it included the wiring inside the cottage?

A. At that time, no. Later on that was brought up. I wrote to him and told him that I needed the lights in the cottage and he told me it would cost me \$7.50 for ~~every~~ over-head lights and \$5.00 for outlets, or something like that.

Q. You heard me read the quotation from him in a letter from him to you dated July 9th?

A. Yes, sir.

Q. Do you have that letter with you?

A. No, sir.

Q. Will you send that to be attached to your deposition?

A. I will.

Q. I believe you said that was included in your Gipson contract?

A. Oh yes. You see my contract with Mr. Gipson was to bring electricity down to the cottage and bring water to the cottage.

Q. Mr. Baldwin, have you, in the last few days, made some measurements relative to the distance down there?

A. I have.

Q. Who was with you?

A. Mr. Ingram, of the Ingram Electricity - Ingram Electric Company - and Mr. Nelson and Mr. Stone a part of the time - not all of the time.

Q. Do you know how many lights are on the sign up at the canal

bridge?

A. I believe there are two?

ON CROSS EXAMINATION OF THE RESPONDENT, BY MR. STONE, HE TESTIFIED:

Q. That sign is operating, isn't it?

A. Yes, sir.

Q. The lights are burning?

A. Yes, sir.

Q. It has a time clock on it?

A. I don't know.

MR. BLACKBURN: With reference to the reasonable value of the work and the material in putting in the two flood lights on the cottage, running the line from the cottage down to the wharf, down and around the wharf and putting the lights on there, are you ready now to pay Mr. Walker the reasonable value of that labor and material?

A. I will write him a check immediately.

MR. BLACKBURN: Even though he placed the lights on the sign and did the other things, without express authorization from you, are you willing also to pay him the reasonable value of that?

A. I am, because he more than likely would have gotten the job in the first place.

MR. STONE CONTINUES CROSS EXAMINATION OF RESPONDENT.

Q. As I understand it, you agreed that that material was placed there, and that certain labor was necessary to do that work, and the lighted sign at the canal and highway is your sign and that it is functioning?

A. It is my sign, yes.

Q. Mr. Baldwin, you requested Mr. Walker -- I withdraw that. Tell me this, Mr. Baldwin, do you consider the sum of \$35.00 reasonable charge for running a conduit and lead wire under ground from the pole at the Hotel down to the care-taker's cottage?

A. I hardly think anybody could get the labor for that.

Q. Do you consider that reasonable?

A. Definitely not.

Q. I will ask you this: You have testified that in your contract with Mr. Gipson he was to put that electrical service in -- from the pole to the care-taker's cottage?

A. That was in the original figure

Q. What was the total figure in that contract?

A. I believe Mr. Blackburn has it.

Q. Did you pay Mr. Gipson for the work that he did on the bulk-head?

A. I paid for the work on the bulk-head complete.

Q. Did you pay for the work he did on the wharf?

A. I did.

Q. Have you paid him any amount of the work on the care-taker's cottage?

A. Part of it.

Q. I believe you paid him \$800.00 or \$900.00?

A. Part of it.

Q. Have you paid Mr. Gipson anything else?

A. Nothing except what I paid him--

Q. You paid him for the bulk-head and paid him for the wharf?

A. Yes, sir.

Q. You have not completed paying for the care-taker's cottage?

A. That is correct.

Q. And wiring, is that correct?

A. Yes, sir.

Q. I will ask you if you wrote Mr. Gipson on September 5, 1952, and said, in substance, as follows: "The original figure of \$1521.92 for material and labor on the cottage is absolutely correct. I agreed to \$59.60 for the ceiling, \$44.20 for the insulation (incidentally, George Stone informs me that the batts were only 1/2 thickness instead of full thickness as they should have been) plumbing \$10.00, electrical work \$35.00, sink stand \$12.60, lights post for wharf \$19.87--" Did you write that to Mr. Gipson?

A. I did.

Q. Did you, Mr. Baldwin, on April 1, 1952, write a letter to Mr. Gipson, in which you said, in substance, as follows:

"I am enclosing herein the contract drawn up in duplicate in the same manner we did when you built the servants' quarters. You did not break down the labor and material in the caretaker's quarters; therefore, I have taken a flat figure of \$1,000.00 for the material and \$531.92 for the labor as the figure for this building. I don't imagine I am very far wrong so far as this is concerned.--"

Did you write that?

A. Do you want a "Yes" or "No" answer, or do you want me to explain?

A. Did you write that?

A. I did.

Q. You have testified that Mr. Gipson has been paid for everything excepting the wiring -- the wiring from the hotel to the cottage, and the balance due on the cottage, is that right?

A. The wiring on the pole - from the pole to the cottage; that is a part of the original contract about the cottage, but you might take that \$35.00 out of there as a part of the electrical work, and say I have not paid him for the fixtures, but the electrical work from the pole to the cottage is in the original figure.

Q. You are telling this Court then that Mr. Gipson agreed with you to run electrical service from the pole to the caretaker's cottage, consisting of lead conduit, in which would be a number 10 - 2 wire under ground, or a distance of approximately 400 feet more or less and contract for you a caretaker's cottage on piling next to the wharf, cottage insulated and

and in the same manner of constructing as the Hotel for \$1591.15?

A. Except that he didn't specify as to how he was going to bring that electrical service into the cottage.

Q. You had no agreement?

A. I did.

Q. He never told you how much that would be?

A. Not broken down at any time.

Q. In this contract that you sent to him, did you type in the contract material for building cottage, \$1,000?

A. Yes, sir.

Q. That didn't include material for running service into the cottage?

A. Yes, definitely.

Q. Material for building cottage, includes all of the wire?

A. Yes, sir and the plumbing work.

Q. You are tell this Court that Mr. Gipson agreed to contract just what I just went over for a little over \$1500.00?

A. Except that he didn't mention the size of the wire.

Q. That is his total figure?

A. This \$1,000 is my figure.

Q. For material for the cottage?

A. That is correct. That wasn't his figure; I believe his figure was more than that.

Q. Didn't you write him on September 5th that the original for \$1531.92 for the material and labor is absolutely correct?

A. Absolutely.

- Q. You submit then that that figure includes running this wire from the pole near the hotel?
- A. That is right.
- Q. All right, when did Mr. Gipson tell you what kind of wire he would use?
- A. I don't believe he never told me at any time.
- Q. Did you tell him to get Walker to do that job?
- A. I did, because he was familiar with the hotel there and had done the rest of the electrical work there.
- Q. When Mr. Gipson wrote you on May 5, 1952, or sometime thereafter, and included in his letter an item of electrical work of \$35.00, what did you consider that was for?
- A. He itemized that - There was \$5.00 item for side plugs and \$7.50 for over-head lights - each over-head light - that's what the \$35.00 included; that was after the electrical service was brought down to the cottage; we didn't know because Mr. Stone wasn't there, and we didn't know what George would need and it was up to Mr. Stone to say what he needed and he was to give me a figure, which he did and I agreed.
- Q. You testified on direct examination that you did not contract with Mr. Walker directly. What did you mean by that?
- A. What I meant was this: I suggested to Mr. Gipson that I would prefer that Mr. Walker have the work.
- Q. Did Mr. Gipson tell you that he didn't know what ^{it} would be because he didn't know what the electrical work would be?
- A. When we finally arrived at a figure he would do that for.

- Q. This agreement was never signed by both of you?
- A. That is correct.
- Q. You say your final agreement with Gipson was the one formulated in his home?
- A. As far as the final agreement was concerned was this figure.
- Q. That is the one you entered into in the room there?
- A. The final was what is in the contract.
- Q. Didn't you testify that your agreement with Gipson was made in the front room of his home?
- A. That is correct.
- Q. And that was for \$1531.91?
- A. Yes, sir.
- Q. Did you discuss electrical work at that time?
- A. Certainly.
- Q. What did Gipson say it would cost to run the line there?
- A. He didn't break it down.
- q. Tell you how much material would be necessary?
- a. He didn't break that down.
- Q. Did he tell you how much the piling and lumber and windows would be?
- A. He itemized certain figures of materials, as far as that was concerned, but as far as the amount of cost of each piling or the cost of the cottage--
- Q. That was all one contract?
- A. Yes, sir.

- Q. Cottage, pier and bulk head?
- A. I believe in the contract the bulk head - he has broken that down, so you have a certain figure for the piling and a certain figure for the cypress walk and creosote work, and as far as the actual material for the plumbing work and the roof, he didn't break that down.
- Q. Contract or agreement that you had with Gipson for the wharf, bulk-head and caretaker's cottage was all embodied in one agreement, was it not?
- A. The caretaker's cottage was one and the bulk-head was another agreement. The bulk-head has been paid for.
- Q. Three agreements?
- A. Yes, three.
- Q. This contract that was not signed wasn't embodied what you agreed on?
- A. The pier was made some time before that and the bulk-head and care-taker's cottage - I believe you will find on the same contract -- Separate contract for one.
- Q. You have paid Mr. Gipson for the pier and the bulk-head?
- A. Yes, sir.
- Q. You have not paid him for the caretaker's cottage?
- A. I have not.
- Q. And you do not consider the sum of \$35.00 a reasonable figure for running the service from the pole to the cottage?
- A. I do not.

- Q. You testified as to a contract you had with Mr. Walker. Who did you say was present?
- A. Mr. Nelson.
- Q. And Mr. Walker?
- A. Yes, sir.
- Q. Does Mr. Nelson work for you now?
- A. Mr. Nelson does - Pardon me - he works with me.
- Q. In your employ?
- A. No, he is not in my employ.
- Q. What did Mr. Walker tell you at that time about price for doing the electrical work that you asked him to do?
- A. He told me that it would cost approximately \$400.00, plus 20% for the work between the cottage and the end of the pier, and putting in four lights and two flood lights.
- Q. Didn't you ask him how much it would cost-- Did you ask him how much it would be?
- A. Certainly.
- Q. And in response, didn't he tell you that he had approximately \$400.00 worth of equipment and material on the truck then?
- A. He told me that he had approximately that much, but that had nothing to do with his contract with me.
- Q. He did tell you that he had approximately \$400.00 worth of material on the truck?
- A. Yes, sir, but that was in connection with the Gipson deal.
- Q. That was in response to your question?
- A. I questioned the figure of \$400.00.
- Q. That - Was that in response to your question as to how much

it would cost?

A. It had nothing to do with it.

Q. Did he tell you approximately how much it would cost?

A. \$400.00

Q. When?

A. At the time me and him and Mr. Nelson were in the conversation.

Q. Was he discussing the matter with you?

A. He is an electrician himself.

Q. You have not paid the statement sent to you by Mr. Walker,

A. No, sir.

Q. You do have electrical service from the pole to the caretaker's cottage?

A. Yes, sir.

Q. And service on your wharf and in the caretaker's cottage at this time?

A. Yes, sir.

Q. This electrical service is carried from the pole near the hotel to the cottage under the ground with lead condulets?

A. Galvanized.

Q. It is underground service to the cottage - caretaker's cottage?

A. Yes, sir.

Q. Is that being used by you now?

A. Yes, sir.

Q. Does it function properly?

A. I have not been down here, but I have had no complaint.

- Q. That material was place there by Mr. Walker, was it not?
- A. Well from my knowledge it was.
- Q. Didn't you say you saw him digging the ditch?
- A. Yes, sir.
- Q. That's the same Mr. Walker that is the complainant in this case?
- A. Yes, sir.
- Q. You testified also on direct examination that you wanted Walker to do the electrical work because he had done work for you at the hotel. Did he do the wiring at the hotel?
- A. Yes, and I thought he was adequately qualifed, because he knew the outlets and boxes and I figured that a stranger would not have the knowledge that Mr. Walker had and I thought he would be the better man to do it.
- Q. Did you ever tell Mr. Walker that you wanted a written contract with him?
- A. I asked him to send me a written figure on exactly what it was going to cost me for the electrical work within the cottage, including everything from the cottage to the wharf and the two flood lights.
- Q. Did you ever ask him for a written contract from the service pole to the caretaker's cottage?
- A. I had nothing to do with that.
- Q. You didn't ask him for that in the conversation you had with him?
- A. No.

- Q. Mr. Walker didn't respond that he didn't know the figures and couldn't give you a written contract at that time?
- A. No, sir.
- Q. Did you ask Mr. Walker in that conversation if he would handle the electrical work from the pole to the cottage and from the cottage to the end of the pier on the same basis that he handled the hotel job on?
- A. I don't believe that was discussed at all.
- Q. Did you ask Mr. Walker at any time if he would do the electrical work outside of the hotel on the same basis that he did the hotel work?
- A. I don't believe I did in the words; however the work from the caretaker's cottage -- No, it couldn't have been because is proposition to me was cost, ~~plus~~ plus, and it was not cost plus on the hotel.
- Q. Did you tell him in that conversation that when he finished the electrical work to mail you a bill and that you would see that it was paid?
- A. No.
- Q. Did you ever tell him that you would pay the bill?
- A. I told him that I would from the wharf to the caretaker's cottage, and if he could work out a deal with Mr. Gipson I would take care of that.
- Q. That you would take care of Mr. Gipson's?
- A. Yes, sir.
- Q. Did he send you a bill?
- A. Yes, sir, but it has nothing to do with this situation.
- Q. The amount was \$945.30?
- A. Yes.

- Q. And now you testified on direct examination that you were willing to pay Mr. Walker for the work that he had done at your request, is that right?
- A. That is right
- Q. And which you received?
- A. Yes, sir.
- Q. Have you figured that amount?
- A. Yes.
- Q. What, in your opinion, is that amount?
- A. \$360.00.
- Q. That then would be deducted from the balance due Mr. Gibson?
- A. That has nothing to do with Mr. Gipson; that is the part that I contracted with Mr. Walker to do.
- Q. Mr. Walker did the work from the caretaker's cottage to the pole?
- A. That has nothing to do with this.
- Q. He did the work?
- A. Yes, sir.
- Q. According to the testimony that work is included in your \$1531?
- A. From the caretaker's cottage to the pole is included in Mr. Gipson's figures.
- Q. Any amount that you paid Walker would be deduced from the \$1531?
- A. Absolutely not.
- Q. All right, as I understand it, you said you had an original contract with him to do the work from the caretaker's cottage to the end of the L. and you said you owed him \$360. for that work?

- A. That is what the cost has been figured on the agreement that Mr. Walker and I came to.
- Q. Did you ever agree with Mr. Walker on that?
- A. No figures of any kind.
- Q. From the wharf to the caretaker's cottage?
- A. That is right.
- Q. You have never requested that Walker to the work from the pole to the caretaker's cottage?
- A. Indirectly I did; like I told you originally.
- Q. Did you tell Mr. Walker in the telephone conversation that you would pay him for the work that he did from the caretaker's cottage to the pole?
- A. If it was agreeable with Mr. Gipson.
- Q. When, Mr. Baldwin, did you request that Mr. Walker send you a statement?
- A. I requested him to send me a statement at the same time we had the discussion at the hotel - I asked him to send me a statement immediately.
- Q. For what work?
- A. From the care-taker's cottage to the pier.
- Q. Also the amount of work he was contemplating doing on the sign?
- A. Yes.
- Q. When was that conversation?
- A. I don't remember the exact date.

ON RE-DIRECT EXAMINATION OF THE RESPONDENT BY MR. BLACKBURN,
HE TESTIFIED:

Q. Mr. Baldwin, I believe I asked you about a letter from Mr. Gipson to you dated July 9th., did I not - 1952?

A. I believe you did.

Q. In my questions I asked that you give me that letter to be added to your testimony, but I said nothing about identification. That would be identified as Respondent's exhibit 2. Next we offer in evidence and ask that it be identified as respondent's exhibit 3, the unsigned contract.

Q. I hand you, Mr. Baldwin, a copy of a letter dated April 6, 1952, from G. R. Gispon to you. Please examine that copy?

A. Yes, sir.

Q. Did you receive the original of that letter?

A. I did.

Q. Do you have the original?

A. I have in my file.

Q. Will you furnish me that letter to be ~~added~~ added to your testimony, which will be identified as Respondent's exhibit 4?

A. Yes, sir.

Q. This letter contained this statement, didn't it? "I am sure you remember that I told you the water line and power line was figured to the building only, and the reason I did that - the reason I did not make any estimate for outlets is that I didn't know what you wanted?"

A. That is correct.

ON RE-CROSS EXAMINATION OF THIS WITNESS BY MR. STONE:

Q. When this letter was sent to you, Mr. Baldwin, he returned the contract that you had sent him for his signature?

A. I presume he did.

Q. "Enclosed you will find original contract for your consideration---"

A. I believe so.

Q. You know whether that was sent back or not?

A. I presume he did send it back.

Q. Mr. Gipson discussed this matter with you in the front room of his home, didn't he?

A. Yes, sir.

Q. Was that before or after this letter?

A. Way before this letter.

Q. You discussed it and went back to St. Louis and sent this contract?

A. That is correct.

Q. In your conversation with Mr. Gipson about the electrical line, where was the electrical line to be from?

A. From whatever contact Mr. Walker would decide on at the terminal - at the hotel down to the building.

Q. Isn't it a fact that you all discussed running the service line from the pump house to the wharf and caretaker's cottage?

A. I don't recall there was any particular terminus at that end.

Q. You didn't say that you were not talking about the pump house?

A. I left it strictly up to Mr. Walker; I don't know a thing

about electrical work.--wherever Mr. Walker wanted to start it from; I had nothing to do with that at all.

Q. And Mr. Gipson told you that he didn't make any estimate on how much the electrical would be: "I am sure you remember I told you the water line and power line was figured to the building and the reason I didn't make any estimate was because I didn't know what you wanted"--

A. Yes, sir.

Q. Then his figures for this caretaker's cottage didn't include any amount for electrical work?

A. Bringing the power down to the cottage, but the \$35.00 which he has there was the number of outlets that was to be added to the figure.

Q. He did bring the water from the pump house to the cottage?

A. Sure.

Q. You also discussed running the electrical line -- I withdraw that -- This figure of \$1531.92 which you and Mr. Gipson agreed upon for the caretaker's cottage, was broken down into labor and material by you?

A. It was broken down for a purpose by me.

Q. It was broken down by you -- that was your break down and not his?

A. No--

Q. You mean the \$500.00 and \$1,000?

A. That was my break down.

Q. Now that is what you meant in your letter to him of April 1 when you said: "I am enclosing herein the contract drawn up in duplicate in the same manner we did when you built the

servants' quarters. You did not break down the labor and material in the caretaker's quarters; therefore, I have taken a flat figure of \$1,000. for the material and \$531.92 for the labor as the figure for this building. I don't imagine I am very far wrong so far as this ~~am~~ is concerned."

That is what you had broken down - his figure of \$1531.92?

A. Yes, sir.

ARCHIE NELSON, A WITNESS FOR THE RESPONDENT, BEING FIRST DULY SWORN, TESTIFIED:

Direct examination by Mr. Blackburn.

Q. What is your name, please?

A. Archie Nelson.

Q. Mr. Nelson, do you know Mr. Baldwin here, and the Complainant, Mr. Walker?

A. Yes, sir.

Q. Were you present sometime in the early part of last year at a conversation between Mr. Baldwin and Mr. Walker that took place at Gulf Gate Lodge?

A. Yes, sir.

Q. Was that conversation relative to the doing of some work by Mr. Walker?

A. Yes, sir.

Q. What was the conversation and agreement that they had in your presence?

A. Mr. Walker, at the present time, was doing some work on the premises and Mr. Baldwin inquired as to the price that it would cost for him to light the wharf, and as I recall Mr. Walker's

answer, being an estimate, was around \$400.00.

- Q. Did they say how Mr. Walker's charge was to be made up?
- a. His charges, as I understood it, were to be cost plus -- cost of labor and material, plus 20%.
- q. Now you mentioned the fact that Mr. Walker was doing some work there. If you know, what was he doing at the time you all got down there? Did you and Mr. Baldwin go together?
- A. Yes, sir.
- Q. What was Mr. Walker doing when you all got down there?
- A. He was working in the back of his truck when we talked to him -- he was working out of the back of his truck; as I recall he was making up a big flood light; I believe he had some men working between the line proper and the fishing camp. The camp occupied by Mr. George Stone.
- Q. Was anything said in that conversation about a light on a sign at the Canal bridge?
- A. There was some talk of the sign being lighted up there, and as I remember there wasn't any figure or anything of that nature arrived at.
- Q. No agreement relative to that sign?
- A. No, sir.
- Q. Are you familiar with the sign?
- A. Yes, sir.
- Q. How many lights are there on it?
- A. Two.
- Q. What kind of lights are they?
- A. Shaded lights and when I removed the bulbs they were 150 watt bulbs.

Q. Have you had an experience in electrical work?

A. Yes, sir.

Q. What was that?

A. I have had a little - I have did a little electrical work in the telephone work for four and one half years.

Q. Were you with Mr. Baldwin and some other parties yesterday when you made some measurements from the pole near the hotel down to the caretaker's cottage, and from there out to the wharf?

A. Yes, sir

Q. Do you recall the measurements?

A. Yes, sir. Very nearly the distance between the pole and termination of the -- George Stone cabin, would be right at 485 feet.

Q. The distance from the cabin around the wharf to the end of the wharf?

A. That would be very nearly 421 feet.

Q. How much additional around the L?

A. That would include that.

Q. You all - Did you all inspect any of the work that had been done between the cottage and the end of the whaff?

A. Yes, sir.

Q. Did you look at any of the conduits?

A. Yes, about 150 feet.

Q. What kind of conduit was that?

A. 70 feet of black enamel conduit and the remainder was galvanized.

ON CROSS EXAMINATION OF THIS WITNESS BY MR. STONE:

Q; You say 70 feet?

A. Yes, sir.

Q. Where do you live?

A. Fairhope.

Q. Do you work for Mr. Baldwin?

A. I and Mr. Baldwin have a contract.

Q. Who do you work for?

A. Myself.

Q. You run the Baldwin Plantations?

A. Yes, sir.

Q. Run that on a commission?

A. Share basis.

Q. You heard Mr. Baldwin and Mr. Walker discussing this matter that afternoon Mr. Baldwin asked him how much it would cost to light the wharf?

A. He asked for an estimate.

Q. You testified that he asked for price to light the wharf?

A. Estimate.

Q. Was there electricity to the wharf at that time?

A. No.

Q. No electricity there at that time?

A. No.

Q. Mr. Walker told him, I believe you testified, that he would do it for the cost of labor and material, plus 20%?

A. Yes, sir.

Q. You say you have had some electrical experience, is that right?

A. Yes, sir.

Q. In order to light the wharf you would have to run electricity to it?

A. Yes, sir.

Q. In order to run electricity to it you would have to tie on to it?

A. Yes, sir.

Q. Where was the present electricity at that time?

A. Present electricity working at that time - I would say that the closest would be at the Lodge.

Q. Was there a service pole there then?

A. Yes, sir.

Q. Any electricity on that pole?

A. Yes, sir.

Q. That was the nearest to the wharf?

A. Nearest working electricity.

Q. Who measured this conduit yesterday?

A. I did.

Q. Did you handle the tape?

A. A and Mr. Baldwin.

Q. Who else was present?

A. Mr. George Ingram.

Q. What does Mr. Ingram do?

A. Electrical contractor.

Q. Does he work for Mr. Baldwin?

A. No, sir.

Who else was present?

A. Mr. George Stone a portion of the time.

Q. He wasn't there all of the time?

A. No, sir.

Q. Anybody else?

A. No, sir.

Q. When did you all begin measuring it?

A. It was in the afternoon; I imagine it was a little after five.

Q. What kind of tape did you have?

A. Steel tape.

Q. Did you handle both ends?

A. One.

Q. Which end did you handle?

A. Foremost.

Q. Which end--How far did you say it was?

A. 485 feet from ther service pole to the cottage, liberally speaking.

Q. 424 feet from the cottage where George Stone lives to the end of the wharf going around the edge?

A. 421 feet.

Q. When did you all did up the conduit?

A. That afternoon.

Q. After you measured?

A. Yes, sir

Q. Dug up 150 feet of conduit after five o'clock?

A. Yes, sir.

Q. After dark?

A. No, sir.

Q. How long did it take you to measure these distances?

A. I imagine it would have taken us roughly speaking 25 to 30 minutes.

Q. Do you know of your personal knowledge whether or not Mr. Baldwin agreed to put black pipe or lead pipe to carry the wire to the pier?

A. Black pipe or lead pipe?

A. Do you know of your own knowledge what pipe he agreed to put there?

A. No, sir.

Q. Do you know of your own personal knowledge-- I withdraw that. Now did you hear Mr. Walker in this conversation that you testified to tell Mr. Baldwin that he had approximately \$400.00 worth of equipment on the truck at the time?

A. Seems to me there was a figure mentioned like that.

Q. Did you hear him tell him how much it would cost to light the wharf - approximately?

A. Yes, sir.

Q. What did he say to that ?-- What did Mr. Walker say to that?

Q. What?

A. When Mr. Baldwin asked for an estimate on lighting the wharf?/

A. \$400.00

Q. Then you heard \$400. twice; you heard something said about

\$400.00 worth of equipment ~~on~~ on the truck and also Mr. Walker said it would cost approximately \$400.00 to light the Wharf?

A. Yes, sir.

Q. Which \$400.00 did you hear first?

A. Agreement first.

Q. You heard this agreement?

A. Yes, sir.

Q. You heard an agreement?

A. Estimate.

Q. You didn't hear an agreement?

A. No.

Q. You heard Mr. Baldwin - Mr. Walker answer in response to question of Mr. Baldwin, say that it would be approximately \$400.00; that is what you are testifying?

A. Repeat that question?

Q. You heard Mr. Walker say, in response to a question by Mr. Baldwin to estimate the price to light the wharf, that it would be approximately \$400.00?

A. Yes, sir.

Q. You also heard Mr. Walker say there was approximately \$400.00 worth of equipment on the truck then?

A. Yes, sir.

- Q. Which of these \$400.00 did you hear first, the estimate or the conversation regarding the amount of equipment on the truck?
- A. As I recall he made the estimate agreement first.
- Q. Later in that same conversation you heard Mr. Walker say there was approximately \$400.00 worth of equipment on the truck, is that right?
- A. Yes, sir.
- Q. All right, now were you present the whole time that Mr. Walker and Mr. Baldwin were conversing there?
- A. Yes, sir.
- Q. What were you doing there?
- A. I was accompanying Mr. Baldwin.
- Q. Were you working at the Lodge or with him?
- A. No, sir, I was with him; I was down here to see about the plantation.
- Q. Were you living in Baldwin County at the time?
- A. No, sir, that was my first trip to Alabama.
- Q. Where did you live then?
- A. California.
- Q. First time you had seen Mr. Walker?
- A. Yes, sir.
- Q. The first time you had seen the Gulf Gate Lodge?
- A. No, sir, I had been there for several days.
- Q. On this trip?
- A. Yes, sir.

ON RE DIRECT EXAMINATION OF THIS WITNESS BY MR. BLACKBURN, HE TESTIFIED: 1/2 P

Q. Your answer a while ago with reference to working electricity - Your reference awhile ago to one of Mr. Stone's questions to working electricity, what did you mean by that statement?

A. Well, sir, at the time I was there there was electricity being brought from the Lodge to George Stone's cabin.

Q. Was that what you meant?

A. Yes, sir.

ON RE CROSS EXAMINATION OF THIS WITNESS BY MR. STONE:

Q. Mr. Walker was in the process of bringing the electricity down there?

A. Yes, sir.

Q. None there at the time?

A. No.

Q. The nearest electricity was at the Service Pole?

A. Yes, sir.

Q. That was the nearest at that time?

A. Yes.

Q. No electricity at the cottage, or on the wharf at that time?

A. No.

ON RE-RE-DIRECT EXAMINATION OF THIS WITNESS BY MR. BLACKBURN:

Q. Was there any connection between the \$400.00 item that Mr. Stone asked you about - that is the \$400.00 estimate that Mr. Walker gave Mr. Baldwin for lighting the wharf and the \$400.00 worth of material on the truck?

A. I believe the reason for that statement was Mr. Walker was

impressing Mr. Baldwin with the cost of electrical equipment.

ON RE RE CROSS EXAMINATION BY MR. STONE:

Q. When was the last time you did any electrical work?

A. About four months ago.

Q. For Mr. Baldwin?

A. Yes, sir.

Q. When was the last time before you heard the conversation and this trip to Alabama, that you had done any electrical work?

A. I worked for the telephone company in the electrical work before coming to Alabama.

Q. Where was that?

A. Long Beach California.

Q. You don't know anything about the price of electrical work in Alabama, and did not know at that time, did you?

A. Not any more than I would know universally.

Q. Who have you talked to about this case?

A. No one in particular.

Q. You have not talked to any one about it?

A. I don't understand the question.

Q. Have to talked to any one about this case?

A. I have mentioned it to people.

Q. To whom have you mentioned it?

A. Well I have been present with Mr. Blackburn and Mr. Baldwin when it was discussed.

Q. Talked to Mr. Blackburn and Mr. Baldwin?

A. Yes, sir.

Q. Did Mr. Baldwin tell you what to say?

A. No, sir.

Q. Did you discuss it with Mr. Baldwin about two days ago?

A. About two days ago, I did.

Q. Did Mr. Baldwin, at that time, ask you to go with him and measure the wharf?

A. Not at that time.

Q. Did Mr. Baldwin ask you at that time to go dig up the conduit?

A. No, sir.

Q. When did he ask you to do that?

A. When - We decided to do that yesterday.

Q. Was this a part of your contract with Mr. Baldwin that you would go to Gulf Gate Lodge and do anything he wanted done there?

A. As a friend I would.

ON RE RE RE DIRECT EXAMINATION OF THIS WITNESS BY MR. BLACKBURN.

Q. Was this conduit very deep or shallow?

A. Some places it was - the shallowest place about five inches and the deepest about 1 foot in sand.

MR. GEORGE STONE, A WITNESS FOR THE RESPONDENT, BEING FIRST
DULYNSWORN, TESTIFIED:

Direct examination by Mr. Blackburn.

Q. Are you Mr. George Stone?

A. Correct.

Q. Mr. Stone, where are you living at the present time?

A. I am living at Old Orange Beach.

Q. Now?

A. Gulf Gate Lodge now.

Q. During the latter part of May and the first part of June of last year, where were you living then?

A. Up until about the 26th day of June I was living at Old Orange Beach close to the boat yard.

Q. Then did you go to Gulf Gate Lodge?

A. I was there.

Q. Do you recall the visit Mr. Baldwin and Mr. Archie Nelson made to the Lodge during the latter part of May -- the first visit?

A. I believe it was when Mr. Nelson was here on his first trip.

Q. I will ask you whether Mr. Helson and his crew were already at work at the Lodge when Mr. Baldwin got there - I mean Mr. Walker and his crew?

A. They were there about 8 o'clock and I arrived there shortly afterwards.

Q. What was Mr. Walker doing?

A. He had the stuff on the truck and had stuff on the ground and had also started to work on the small ditch to lay the

conduit.

Q. From where to where?

A. From the power line down to the cottage that was being built for my own use.

Q. Do you recall what time of the day Mr. Baldwin and Mr. Nelson got there?

A. Approximately 10 o'clock.

ON CROSS EXAMINATION OF THIS WITNESS BY MR. STONE, HE TESTIFIED:

Q. Do you know, Mr. Stone, of your own personal knowledge of any agreement to do electrical work that existed between Mr. Walker and Mr. Baldwin - of your own personal knowledge?

A. Yes.

Q. Do you own of your own personal knowledge whether or not Mr. Walker telephoned Mr. Baldwin in St. Louis approximately a week before this?

A. I do not.

Q. Do you know of your own personal knowledge whether this - whether they had an agreement as to the electrical work before this time?

A. Only a question of price given and answer given.

Q. Before this date?

A. I have no knowledge.

Q. You wouldn't say there wasn't a contract or agreement?

A. I can't say there was or not.

ON RE-DIRECT EXAMINATION OF THIS WITNESS BY MR. BLACKBURN, HE
TESTIFIED:

Q. Did you hear any conversation on this particular day?

a. They were talking at the rear of the building and later on

I was there to see Mr. Baldwin on some other stuff and we
moved around to the front porch and there Mr. Baldwin

asked: This job is going to cost approximately \$400.00--

What brought up the conversation was the difference between
the 12 wire and the number 10 wire, because I didn't think

No. 12 wire would carry the load; we walked on to the front

porch and Mr. Walker said: "This job is going to cost ap-

proximately \$400.00--Mr. Baldwin said that and Mr. Walker

said: "I have more than \$400.00 worth of equipment out

there now on the truck.

Q. That is the gentleman here?

A. Yes, sir.

GEORGE INGRAM, A WITNESS FOR THE RESPONDENT, BEING FIRST DULY
SWORN, TESTIFIED:

Q. What is your name, please?

A. George T. Ingram.

Q. Where do you live?

A. Foley, Alabama.

Q. What business are you in?

A. Electrical contracting business.

Q. What experience have you had in electrical work and
contracting?

A. About 12 years experience.

Q. Consisting of what?

- A. Wiring and repairing and other contracting.
- Q. Your first work was where?
- A. In Opelika, Alabama. - You mean when I first started out? I started out in Opelika, Alabama.
- Q. How long have you been operating your own business?
- A. About 7 years.
- Q. All in Foley?
- A. Yes, sir.
- Q. Did you go down yesterday with Mr. Baldwin and some other parties at Mr. Baldwin's request to Gulf Gate Lodge?
- A. Yes, sir.
- Q. Did you make an examination of the electrical work, consisting of two flood lights on the cottage, the ~~fix~~ the underground wiring from the cottage to the wharf, and around the wharf and around the L. on the wharf, and the lights on the wharf?
- A. Yes, sir.
- Q. What kind of examination did you make? Did you determine what material was used or necessary?
- A. We made a material list as near as we could, sir.
- Q. Did you make some measurements?
- A. Yes, sir.
- Q. Was Mr. Archie Nelson present at the time?
- A. Yes, sir.
- Q. Mr. Baldwin and you?
- A. Yes.

- Q. I will ask you to look at this sheet here, Mr. Ingram. Did you prepare that?
- A. Yes, sir.
- Q. You made this?
- A. Yes, sir, and there are a few more fittings that we didn't get on there, which were some odds and ins and screws, lock nuts and maybe some straps.
- Q. Will you read slowly for the record, the list of the material and appliances there?
- A. 220 feet of 12 - 2 lead cable, from the list that was given to me, as we didn't open up the conduit to find that; we took his list on that; the wire and lead cable. We have 320 feet of lead cable at \$142.00 a thousand; that's wholesale price, and that is the middle column; we have three columns on that and we took the middle; we have 4 - 12" reflectors, \$1.01 each. I am getting these prices from the National Price service that gives you up to date prices; they are current prices.
- Q. Is the current prices higher?
- A. \$10% to 15% higher.
- Q. This national Price service is a recognized price book?
- A. It is among most of them; some of them don't subscribe to it, but others do; most of the contractors make up their working material from this book here.
- Q. 40 feet $\frac{1}{2}$ " Conduit at \$12.20; 6 $\frac{3}{8}$ " condulets at \$.77 each.
- A. Yes. 8 T. Condulets, \$.77 each; 8 $\frac{1}{2}$ " L. B. condulets, \$53.90 per 100. 1 $\frac{3}{4}$ " C. Condulet, \$60.20 per 100; 420 feet of $\frac{3}{4}$ "

Condulet at \$15.20 a hundred. 70 feet of that was black conduit.

Q. Is black worth as much?

A. Not enough to fuss about, but it will deteriorate more rapidly in salt air.

Q. 1 3/4 F. S. Condulet, \$1.05, the cover is \$2.10; that is weather proof cover on that. 1 3/4 F. S. Condulet, \$1.26, plus \$2.10 for cover.

Q. You have two single pole switches, .35 each?

A. Yes, and 5 3/4" reducers, 18¢ each.

100' 12 - 2 roomex at \$68.00 a thousand; we estimated that, because it was too hot to get in the attic and we didn't have a ladder. 1 Large flood light, \$11.37; one small flood ~~light~~ light, same; we took his figure \$8.75; One 750 flood lamp, the list price is \$2.90 plus 30¢ Federal tax; the other light we didn't fool with that. This gets everything except some sma.l fittings that we didn't figure were worth fooling with.

W. Would you estimate an over-all price?

A. Give him \$25.00 for that - tape and screws, etc.

Q. That would well cover the actual cost?

A. Yes, sir.

Q. Did you estimate the labor cost of installing this work?

A. If it took more than a week - I don't know what he pays for his helper; I pay \$2.00 an hour, which is a fair price; we figured down in our country that would be \$80.00; they probably wouldn't work on Saturday - I would say \$100.00; that would give him a few dollars for travel time.

Q. What would that give you as the total over-all price?

A. Material \$206.17, and I think we said \$125.00 for labor, or \$331.17 all told. If --

Q. A cost plus contract, would you add 20% to that?

A. Yes, sir.

ON CROSS EXAMINATION OF THIS WITNESS BY MR STONE, HE TESTIFIED:

Q. Mr. Ingram, are you telling the Court it would take \$25.00 worth of material to run the service from the service pole to the wharf?

A. I have not said anything from the service pole at all.

Q. Where were you going from?

A. Little house to the wharf. The service was under another contract.

Q. Do you know of your own personal knowledge whether or not Mr. Walker had a contract with Mr. Baldwin?

A. No, sir.

Q. Do you know of your own personal knowledge any of the terms of any sort of agreement between Mr. Walker and Mr. Baldwin?

A. No, sir.

Q. Who requested you to go down there?

A. Mr. Baldwin.

Q. Did he pay you to go there?

A. No, sir.

Q. Did he say he would pay you?

A. We didn't talk money.

Q. Do you intend to make a charge for your services in going there and coming to Court here today?

A. We have not discussed that.

Q. Do you usually do this free of charge?

A. Sometimes, yes.

Q. Are you going to do it for Mr. Baldwin free of charge?

A. He is good enough friend of mine to do it for him.

Q. How good a friend?

A. I sell him some material and do a little work for him.

Q. Do you sell him wholesale or retail?

A. Retail.

Q. \$2.90 is a good price on a 750 watt lamp?

A. List price.

Q. In fact, you have to pay 30¢ extra tax?

A. Yes.

Q. If Mr. Walker just charged him \$2.90 on that he didn't charge him what it cost him - if he charged him \$2.90 for a 750 watt lamp he didn't charge him the total cost?

A. Right sir.

Q. He didn't charge him the total cost?

A. You have to add Federal Tax.

Q. If Mr. Walker just charged Mr. Baldwin \$2.90 for a 750 watt clear lamp and then he didn't charge him the full price, is that correct?

A. Right.

Q. Now did you measure the distance from the service pole to the care-taker's cottage?

- A. I believe I did, sir.
- Q. Did anybody assist you?
- A. Mr. Baldwin, and what is his name-- Nelson.
- Q. Did you have a tape?
- A. We had a 50 foot tape.
- Q. Who held the tape?
- A. Mr. Baldwin and Mr. Nelson.
- Q. If Mr. Nelson testified that you held one end of the tape, then that isn't true is it?
- A. Not on that run, no, sir. Because Mr. Baldwin had it.
- Q. What else did you measure?
- A. From the caretaker's cabin to the end of the pier.
- Q. Did you hold the tape?
- A. No, sir.
- Q. If Mr. Nelson testified that you held one end and he the other, then that wouldn't be right would it?
- A. No, sir.
- Q. Now did you examine the lamp post on the pier and all of the fittings around the top of the lamp post and pipe, taking the wire up to the lamp?
- A. We didn't open the pipe at all.
- Q. Do the lights work?
- A. I didn't try them.
- Q. You didn't go in the attic?
- A. No, sir.

- Q. You don't know what was up there?
- A. No, sir I don't.
- Q. Did you examine underneath the wharf?
- A. Yes, sir.
- Q. Just tell me, Mr. Ingram, what Mr. Baldwin instructed you to do?
- A. To come down and check all of the material list that was there on the premises is all that he asked me to do.
- Q. He didn't say from the cottage to the end of the pier?
- A. He told me the contract ran from the cottage to the pier.
- Q. You checked the electrical work from the cottage to the pier?
- A. Right.
- Q. You don't know anything about the work from the service pole to the cottage?
- A. We checked the footage and that is all.
- Q. Mr. Baldwin and Mr. Nelson did that?
- A. I was with them; I was keeping tally.
- Q. Did you look at the tape or did you rely on what they told you?
- A. I was right with them.
- Q. Which end of the tape were you on?
- A. Both ends.
- Q. Every time?
- A. No, it is impossible to be at both ends every time.
- Q. Now Mr. Ingram, what is an F. S. 1 condulet?
- A. Shall I show you a picture?
- Q. No?
- A. It is a metal box.

- Q. Did you find any F. S. 1 Condulets on the property that you investigated?
- A. I don't know what you mean - F. S. 1 Condulets. We don't carry them.
- Q. You testified that you found one F. S. 31 Condulet, what is that?
- a. Box.
- Q. Did you find any T. Condulets?
- A. Yes, sir.
- Q. How many did you find?
- A. Six $3/4$ condulets under the wiring from the house to the end of the pier.
- Q. Are these condulets all made out of the same material?
- A. Melerable iron.
- Q. Nobody makes one out of any other kind of material?
- A. Stell but not a F. S. Condulet. Make them out of aluminum.
- Q. You don't know of your own personal knowledge what Mr. Walker charged Mr. Baldwin for this work do you?
- A. I just saw the bill.
- Q. You don't know what he was charged, do you?
- A. No, sir.
- Q. Who went over this with you? Who all was present when you all went over the wirs?
- A. Same four I told you a while ago.
- Q. Was George Stone there?
- A. He was there after we started from the house down to the little house.

- Q. What time did you start measuring?
- A. I left the shop a little after five; just locked up the shop and went on down.
- Q. Had they already dug up the pipe when you got there?
- A. No, sir, dug it up after I got there.
- Q. Measured first?
- A. Yes, sir, checked to see how many C. Condulets under the ground.
- Q. Did you do any of the digging?
- A. No, sir.
- Q. Who did that?
- A. Nelson.
- Q. Archie Nelson?
- A. Yes, sir.
- Q. How many feet of Conduit would you say they dug up?
- A. We didn't dig any up; we just scaled the top of the ground - on top of the pipe to see where the fittings were.
- Q. Didn't dig it up?
- A. No, sir.
- Q. Just uncovered it?
- A. Yes, sir - not all of it. We just went from joint to joint to see how many pull boxes he used.
- Q. What was the space between the digging?
- A. 10 feet.
- Q. How deep was the pipe?
- A. 6, 7 or 8 inches deep.
- Q. Is that a standard depth for pipe like that?

Q. Supposed to be about a foot, but depends on how deep you want to go.

Q. You don't know whether they agreed on put it a foot or 10 inches or what?

A. No, sir.

Q. You don't know whether they agreed on the kind of pipe to be used?

A. No, sir.

ON RE RE DIRECT EXAMINATION OF THIS WITNESS BY MR. BLACKBURN:

Q. You didn't write down the labor and material?

A. We had \$181.17 and gave them \$25.00 for miscellaneous, which made \$206.17, and \$125.00 on top of that for labor, made \$231.17.

Q. \$331.17?

A. Yes, sir.

ON RE RE CROSS EXAMINATION OF THIS WITNESS BY MR. STONE:

Q. Are you familiar with the Gulf Gate Lodge sign at the canal bridge?

A. I've seen it in passing.

Q. Do you know how many lights on it?

A. The best I remember there are two.

Q. You don't know whether there are three or four?

A. No, sir, I didn't examine it.

Q. Mr. Ingram, you testified that this is every bit of electrical appliances and equipment?

A. I didn't say anything about appliances.

Q. Every bit of appliances, brushes and every bit of material

necessary to run - that you found at the Gulf Gate Lodge from the cottage to the pier?

A. I told you we didn't put down nuts and screws and tape and we gave him approximately \$25.00 to take care of that.

Q. This list, with the exception of your miscellaneous things, such as tape and screws, etc. is everything /that you found from the cottage to the end of the pier?

A. That is on the pier lights, yes.

Q. Does this include the connection at the cottage with the line from the house?

A. No, sir, because he had that in the ~~contract~~ contract.

Q. Does it include the outlets under the caretaker's cottage?

A. That was a separate contract.

Q. Does it include that?

A. No, sir.

Q. Does it include outlet for battery chargers?

A. No.

Q. Did you see those?

A. No, sir; that was in another contract.

Q. This list includes everything Mr. Baldwin asked you to include, is that correct?

A. Yes, sir.

ON RE RE DIRECT EXAMINATION OF THIS WITNESS BY MR. BLACKBURN:

Q. He asked you to include everything pertaining to the flood light and the pier?

A. Yes, sir.

ON RE RE CROSS EXAMINATION BY MR. STONE:

Q. Did Mr. Baldwin tell you that he had ever done any electrical work?

A. No, sir.

Q. Did Mr. Baldwin tell you that he had contracted with Mr. Walker to bring the service from the pole to the end of the wharf?

A. I believe he mentioned it, yes.

ON RE RE RE DIRECT EXAMINATION OF THIS WITNESS BY MR. BLACKBURN:

Q. He didn't go into any details about that?

A. Didn't go into detail as to what contract it was; it seems like there were three or four contracts mixed up in one that he was trying to unbalance.

Q. He didn't go into detail with you about anything back beyond the Stone house and hotel?

A. No, sir.

ON RE RE RE CROSS EXAMINATION BY MR. STONE:

Q. You did go uncover the pipe?

A. No, sir.

Q. You didn't dig every 10 feet?

A. No, sir, that was on the other end.

Q. From where to where?

A. From the little house to the end of the pier.

Q. You didn't go from the caretaker's cottage to the pole?

A. Measured the distance.

Q. You didn't uncover any of the pipe there?

A. No, sir.

Q. Did anybody uncover that in your presence?

A. No, sir.

Q. You just went from the caretaker cottage to the pier?

A. Yes, sir.

Q. If Mr. Baldwin wasn't such a good friend as you say he is, how much would you charge him for going down and investigating and putting all of this down and coming up here today to testify?

A. Around \$25.00.

Q. For your services and coming here today?

A. It didn't cost me anything but a couple of hours work.

Q. He is a good friend of yours?

A. Yes, sir.

Q. You don't intend to charge him anything?

A. No, sir.

MR. BLACKBURN: We want to supply the exhibits and amend the answer to meet the testimony and with that we rest.

THE RESPONDENT RESTS:

MR. WALKER, THE COMPLAINANT, BEING RECALLED FOR FURTHER DIRECT EXAMINATION, TESTIFIED:

Examination by Mr. Stone.

Q. Now Mr. Walker you have heard the testimony of Mr. Baldwin and his witnesses in this case. Now when you had your

conversation with Mr. Baldwin what amount of work did he request that you give him an estimate on?

A. He asked me to - could I give him an estimate on all of it, and I told him that I could not.

Q. Did he ask you for an estimate on the electrical work from the service pole to the end of the pier?

A. No, sir.

Q. What was the estimate that he asked you for?

A. He asked me approximately what it would cost and I told him that I didn't know.

Q. From the electrical pole to the pier?

A. Yes, sir.

Q. What did you tell him?

A. I told him that there was no way I could tell him.

Q. Did you have any agreement with Mr. Baldwin or the Gulf Gate Lodge, Inc. to furnish any electrical supplies just from the caretaker's lodge to the end of the pier?

A. No, sir.

Q. Was your contract limited to that particular area down there?

A. No.

Q. In your telephone conversation with Mr. Baldwin before you started to work on this property, did you agree with Mr. Baldwin to do the work from the service pole to the end of the pier?

A. That is right.

Q. Did Mr. Baldwin request you to do that work?

A. Yes, sir, he did.

- Q. You heard Mr. Ingram up here testify as to the material that he found out there on the end of the pier, or from the caretaker's cottage to the pier. Was that list all that you put out there in that particular area?
- A. No, sir.
- Q. You also heard either Mr. Nelson or Mr. Ingram testify that they found some black pipe used as conduit for wire. Did you have any agreement with Mr. Baldwin that any other kind of pipe would be used, or what kind of pipe you would use?
- A. No, sir, conduit and lead wire.
- Q. In your conversation with Mr. Baldwin that Mr. Archie Nelson testified to, did - was the sum of \$400.00 mentioned twice in that conversation?
- A. No, sir.
- Q. Was Archie Nelson present the whole time you were talking to Mr. Baldwin that day?
- A. No, sir.
- Q. You heard Mr. George Stone testify that Mr. Baldwin asked you: "Now this job is going to cost \$400.00" Is that correct?
- A. No, sir.
- Q. Did Mr. Baldwin ask you that?
- A. No, sir.

ON CROSS EXAMINATION OF THE COMPLAINANT BY MR. BLACKBURN:

- Q. Mr. Walker, do you recall this morning when I took approximately an hour going over with you and trying to get you to tell us what part of the materials went in this work between the Stone cottage and the end of the wharf, don't you?

- A. Yes, sir.
- Q. You were not able to tell me?
- A. No, sir.
- Q. Now you can come back on re-direct examination and state as a matter of fact that the inventory or list of goods and materials that Mr. Ingram gave is not correct?
- A. Well when he says there was four lights, there has to be sockets to hold the shades.
- Q. Did you say there were four lights there?
- A. Yes, sir.
- Q. And later on you correct your statement and said four lights you described as abba lights were on the sign?
- A. The yard lights are the ones on the pole.
- Q. As a matter of fact, there are only two lights at the sign at the bridge?
- A. I don't know sir.
- Q. You did the work?
- A. Yes, sir.
- Q. This house you say you wired it and don't know how many lights are there?
- A. No, sir; I went back down there and Met Mr. Baldwin down there. Mr. Stone had called me or Mr. Baldwin called me and said they were getting shocks there from the wharf--
- Q. I asked you about the sign at the bridge, was what I was asking about?
- A. Well when I went down there two or three months after then I had to do some work - I can't think of the number of lights

but that sign had been tampered with then, because I stopped and looked at it.

Q. You still can't tell how many lights you put on it?

A. No I don't remember.

ON RE DIRECT EXAMINATION OF THIS WITNESS BY MR. STONE:

Q. Mr. Ingram - you heard Mr. Ingram testify that there were two covers out on the pier; did you hear him - Mr. Ingram - testify two condulets and two covers and this morning you told Mr. Blackburn there were six?

A. Well there are more than six.

Q. Did you hear Mr. Ingram testify that there were any pipe straps out there?

A. He said he didn't know.

MR. GIPSON RECALLED BY THE COMPLAINANT ON REBUTTAL, TESTIFIED:

Q. Mr. Gipson, I show you a letter under date of April 1, 1952, signed by ~~you~~ Mr. C. R. Baldwin and addressed to Mr.

C. R. Gipson, Fairhope, Alabama. I will ask you to look at that letter and tell me about - tell me and the court whether or not that letter was sent to you and did you

receive it?

A. Yes, sir.

Q. I will ask you in that letter if it is not stated: €

"I am enclosing herein the contract drawn up in duplicate in the same manner we did when you built the servants' quarters. You did not break down the labor and material in the caretaker's quarters; therefore, I have taken a flat figure of \$1,000. for the material and \$531.92 for the labor as the figure for this building. I don't imagine I am very far wrong so far as this is concerned--"

Is that stated in that letter?

A. Yes, sir.

MR. STONE: We would like to introduce this letter in evidence and ask that it be identified as Exhibit 4. We would also like leave to withdraw that letter and substitute a copy.

Q. I will also ask you, Mr. Gipson, to examine this letter and state whether that is addressed to you and dated September 5, 1952, addressed to Mr. C. R. Gipson, Fairhope, Alabama, and signed C. R. Baldwin, Jr. Did you receive that letter from Mt. Baldwin?

A. Yes, sir.

Q. I will ask you if in this letter the following is not stated:

"The original figure of \$1531.92 for material and labor on the cottage is absolutely correct. I agreed to \$59.60 for the ceiling, \$44.20 for the insulation (incidentally, George Stone informs me that the batts were only 1/2 thickness instead of full thickness as they should have been) plumbing \$10.00, electrical work \$35.00, sink stand \$12.60, light post for wharf \$19.87."

Is that in that letter?

A. Yes, sir.

MR. STONE: We introduce this letter and ask that it be identified as Complainant's exhibit 5 with the right to withdraw it and substitute a copy.

Q. I will ask you to examine this letter dated June 12th. and addressed to G. R. Gipson, Fairhope, Alabama and signed by Mr. C. R. Baldwin, Jr. Did you receive that letter?

A. Yes, sir.

Q. I will ask you, Mr. Gipson, if the following is not stated in that letter: " You also have an amount of \$56.80 for nails on the bulk head. The original amount you quoted

was \$51.00. This is an overcharge of \$5.80. The other charges seem to be perfectly in order. The ceiling that you listed in your letter of September 5th of \$59.60, insulation \$44.20, plumbing \$10.00, electrical work \$35.00, sink stand \$12.60, light post for wharf \$19.87 I also considered satisfactory--

Did you receive that letter?

A. Yes, sir.

Q. Is that stated therein?

A. Yes, sir.

MR. STONE: I introduce this letter as Complainant's Exhibit 6.

Q. Mr. Gipson, do you recall having a conversation with Mr. Baldwin in the front room of your house sometime before you began work at Orange Beach?

A. Yes, sir.

Q. Did you at that time agree to do certain work for him at Orange Beach?

A. At that time as I recall it was as to the boxes around the trees.

Q. Did you discuss a wharf and bulk-head?

A. I don't know about that time; we did at one time.

Q. Have you ever discussed with Mr. Baldwin the electrical service from the main hotel lodge to the caretaker's cottage and on the the pier?

A. Yes, sir.

Q. Where did this conversation take place?

A. The first discussion was at the Fulf Lodge in the dining room

Q. Did you discuss running the electrical service from the

main hotel lodge to the -- from the service pole or the pump house?

A. Pump house.

Q. How far is the pump house from the caretaker's quarters?

A. 355 feet.

Q. Did you put any pipe from there to the caretaker's cottage?

A. Yes, sir.

Q. What kind of pipe?

A. 3/4" pipe.

Q. For water?

A. Yes, sir.

Q. Did you agree at any time to furnish electrical service from the pole?

A. No, sir, I never did make him a quotation on that due to the fact of the amount of load that was to be carried or supplied on the line, or from the line could never be named.

ON CROSS EXAMINATION OF THIS WITNESS BY MR. BLACKBURN:

Q. Mr. Gipson, was the furnishing and installing of underground electrical line from the service pole as you refer to it sometime, or from the pump house as you refer to it sometime, down to the caretaker's quarters that you built for Mr. Baldwin included in your contract with him?

A. No.

Q. Did you write Mr. Baldwin a letter dated April 6, 1952?

A. That was over a year ago and I don't recall.

Q. In that letter, Mr. Gipson, you say you were not to furnish or install that light line?

A. No, sir I never did tell him that I would or would not.

Q. Were you to furnish the water line?

A. Yes, sir.

Q. Let me read from your letter of April 6th. I am reading from the second paragraph: "—"I am sure you remember I told you that the water line and power line was to be furnished to the building only and the reason I did not make any estimate on outlets to either was because I didn't know what you wanted, therefore was at a complete loss as to what to shoot at—" Did you write that?

A. Yes, sir.

Q. If there wasn't an agreement on your part to put in the power line, why did you make that statement in that letter?

A. It was still under discussion. I wanted him to name the amount of the load.

Q. Did you say: "So now that you have named it, if you wish you may add \$5.00 for each base or plug and \$7.50 for ceiling drops; this is labor and material; the same applies to insulation - none was figured because the inside was not to be ceiled. If you want it insulated at $7\frac{1}{2}$ per square feet, you will have 440 square feet, add all of that and any other like items to the \$1531.92 before you send this back and \$5.00 for each water outlet?"

A. I wrote that.

Q. That was a part of your agreement, wasn't it?

A. Are you still referring to the electrical line?

Q. From the Pole. That is what you said: "I am sure you

remember I told you the water line and power line were figured to the building only". If you were not to figure that, why did you write that?

A. He changed the size of wire from 12 to 10.

Q. In the letter you didn't state a word about that, and in the letter of July 9th. you commented on that: "I still have not got all of my outstanding bills; the largest one besides Gulf Shores Building Supply company is the plumbing and electrical work. You saw Walker put \$79.00 on my bill. the size of the wire was increased from 10 to 12. However, I do feel that you should pay the material cost----

Walker put that on your bill because you are the one that was supposed to pay for that?

A. No, sir, he and Walker agreed that he would pay Walker.

Q. Isn't it a fact that you were not there when Mr. Walker and Mr. Baldwin had the agreement?

A. No, sir.

Q. And Archie Nelson was there?

A. Archie Nelson wasn't there, and if the place has not been painted the figures are still on the post there.

Q. You say you are positive that agreement was made on the cottage?

A. The figures are on the brace under the cottage if it has not been painted.

Q. If the agreement was made on the telephone that was wrong?

A. I don't know anything about that; All I know is that Walker informed him that Mr. Baldwin had assumed responsibility for it.

Q. I didn't ask you anything about this agreement between Mr. Baldwin and Mr. Walker having been made in your presence at the cottage.

A. You didn't ask me.

Q. I didn't ask you then?

A. It was something that you put in this morning - overlapping charge; I didn't charge it; I never did present him a figure on the wiring.

q. It was to be included in there?

A. No.

Q. That is still true regardless of your letter?

A. How could I make him a charge when I didn't know the size wire that would be used?

ON RE DIRECT EXAMINATION BY MR. STONE:

Q. Your figure of \$1531.92 did not include running the electrical service from the pump house to the cottage or from the service post to the cottage?

A. No.

ON RE RE CROSS EXAMINATION BY MR. BLACKBURN.

Q. If it didn't then why did you put that in the letter?

A. I was trying to draw him out and see how much load he was going to have

Q. You didn't say anything about the load in the letter?

A. No.

ON RE RE DIRECT EXAMINATION BY MR. STONE:

Q. Mr. Baldwin agreed on your final terms after this letter was written?

A. I don't recall the exact date, but it was sometime during this
(page 111)

period or the latter part of may or the first of June that this discussion came up and Mr. Walker informed him that it would be rather expensive to lay this ~~pipe~~ type wire in conduit and being as I had never made him a price on that, Mr. Baldwin says, "Yes, the bill is mine". They were discussing other things and they went out on the wharf and I didn't follow them.

ON RE RE RE CROSS EXAMINATION BY MR. BLACKBURN:

Q. Mr. Walker was doing his work - when Mr. Walker was doing his work there that was in late May or the early part of June of 1952?

A. Yes, sir.

Q. This last letter I asked you about was in April?

A. Yes, sir.

MR. STONE: I would like to introduce a statement of lien signed by W. L. Walker filed for record October 15, 1952 at 2:00 P. M. in the office of the Probate Judge of Baldwin County, Alabama, and recorded in Book 4 of Exemptions and liens, pages 41 and 42, and ask that it be marked Complainant's exhibit 7.

Complainant rest.

MR. BALDWIN, THE RESPONDENT WAS RECALLED ON REBUTTAL, AND TESTIFIED AS FOLLOWS:

BY MR. BLACKBURN.

Q. Mr. Baldwin, you just heard Mr. Gipson's testimony relative to the contract that he heard made between you and Mr. Walker at the cottage that Mr. Gipson was erecting for you. Did any such conversation as that take place?

A. No, it did not.

ON CROSS EXAMINATION BY MR. STONE, RESPONDENT, MR. BALDWIN,
TESTIFIED:

Q. Did you ever go on the wharf with Mr. Walker and put your foot where you wanted the light post located?

A. I can't say definitely, but I believe I did.

Q. Was Mr. Gipson working there then?

A. I imagine he was, because I believe he was going to put the post there.

Q. You did walk out on the pier with Mr. Walker and show him where the post would be and Mr. Gipson was working there?

A. I am not positive that he was; I wouldn't say - he should have been and I believe I would have pointed the post out for him.

Q. Would you state then, Mr. Baldwin, that Mr. Gispon didn't hear the conversation then taking place between you and Mr. Walker?

Q. What conversation?

Q. You were talking to Mr. Walker?

A. Certainly, I imagine whatever conversation we were holding all three were in on it.

ON RE DIRECT EXAMINATION BY MR. BLACKBURN:

Q. Were any figures written down on anything under the cabin there?

A. Not at the time I was there.

Answered and sworn to before me this 23rd day of
June, 1953.

Louise Dusenbury
Commissioner

is not in... on... of... removed...
... ..

... ..

FILED
JUL 21 1953
ALICE J. BUCK, Clerk

Com Ect 7

STATE OF ALABAMA

BALDWIN COUNTY

W. L. WALKER, individually and doing business as W. L. WALKER ELECTRIC SERVICE & CONTRACTING, files this statement in writing, verified by the oath of W. L. Walker, who has personal knowledge of the facts herein set forth.

That the said W. L. Walker, individually and doing business as W. L. Walker Electric Service & Contracting claims a lien upon the following property situated in Baldwin County, Alabama, to-wit:

One (1) wharf or pier and One (1) caretaker's house and boat repair shop located on Lot Forty (40) of the Map of the Burkhardt Property as per plat thereof recorded in Map Book 1 page 145 in the Office of the Judge of Probate of Baldwin County, Alabama, and on the following described land on which the said improvements are situated: Beginning at the Southwest corner of Lot Forty (40) of the Map of the Burkhardt Property as per plat thereof recorded in the Office of the Judge of Probate of Baldwin County, Alabama, in Map Book 1 page 145, run thence North along the West line of said Lot Forty (40) 425 feet to a point; run thence North 83 degrees East 101 feet to a point, run thence South along the East line of said Lot Forty (40) to the Southeast corner of said lot on the margin of Bay Ornocor; run thence in a Westerly direction along the North edge of Bay Ornocor to the point of beginning, containing One (1) acre or less.

This lien is claimed separately and severally, as to both the improvements on the above described property and on the said lands.

This lien is claimed to secure an indebtedness of Nine Hundred Forty-five and 40/100 Dollars (\$945.40) with interest from to-wit, July 24, 1952, for labor and materials furnished by W. L. Walker, individually and doing business as W. L. Walker Electric Service and Contracting.

The name of the owner or proprietor of said property is Gulf Gate Lodge, Inc., a Corporation.

W L Walker
Claimant.

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BOOK 100

STATE OF ALABAMA

BALDWIN COUNTY

Before me, Norborne C. Stone, Jr., a Notary Public in and for the County of Baldwin, State of Alabama, personally appeared W. L. Walker, 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.

W L Walker

Sworn to and subscribed before me this 15th day of October, 1952.

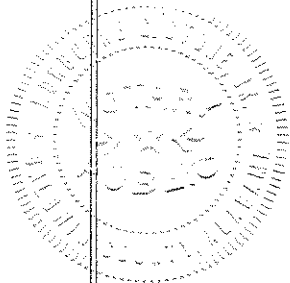
STATE OF ALABAMA, BALDWIN COUNTY

Filed 10-15-52 3 P.M.

Recorded Ex. 4 Lien book 4 page 41-2

M. Stone, Jr.
Judge of Probate

Norborne C. Stone, Jr.
Notary Public, Baldwin County, Ala.



Baldwin County Electric Membership Corporation
Robertsdale, Alabama

(Date) 6-20-52

RECEIVED FROM W. L. Walker - Gov

AMOUNT C. R. Baldwin - (Sign)

FOR 227

\$ 5⁰⁰
RN-94

Baldwin County Electric Membership Corporation

By Dorothy Lee

THE ROSEBUD NEWS, ROSEBUD, TEXAS

Form 341

Res Exp 32

A CONTRACT

I, G. R. Gipson, do agree to construct a bulkhead, walk, and caretakers cottage of the following dimensions and materials named, for C. R. Baldwin, Jr. on his waterfront property at site of Gulf Gate Lodge, Caswell, Alabama.

IT IS AGREED, The bulkhead will extend 100 feet across the north end of the turn basin, then in a southerly direction at each end of the turn basin 85 feet and then at a 45° angle towards the center of the slip 42 feet on each side. All measurements will be made as an overall measurement.

STRUCTURE will consist of creosote piles not less than 8 inches in diameter, 18 feet long run on the water side. There will be 10' bracer piles consisting of 22 pilings not less than 5" in diameter separated as consistent with good construction. The bulkhead will be made of 1"x6" (or wider) x 14' 80% heart pine creosoted under 14 pound pressure. Construction will be layered vertically double, layer courses breaking the formal course joints. There will be two stringer planks of 3"x6" materials.

All pilings, stringers, and bulkhead material will be creosoted under 14 pound pressure. All nails on the job will be galvanized.

IT IS AGREED, There will be a 4' cypress walk constructed of 1"x8" cypress planks on the west side of the turn basin 85' long. There will be a walk constructed of cypress planks 2"x6" along the southwest side of the turn basin 42' long and 8' wide. These walks will have proper bracing to adhere to the rules of good construction. All nails on the job will be galvanized. The planks will be spaced the same distance apart as on the wharf previously constructed.

IT IS AGREED, There will be a 20'x20' caretakers cottage adjacent to the 42' walk raised on 14' pilings 7' above the level of the walk. These pilings will be creosoted in the same manner as those used in the bulkhead and braced with braces as agreed so as to allow for three rows of skiffs two high to be placed beneath on hangers for winter storage. This building is to be constructed along the same plans and appearance as the hotel. There

will be two single windows of the same size as in the hotel on the southwest and two single windows on the northeast side of the building. There is to be one double window the same size as in the hotel on the southeast side of the building. There is to be a stairway extending from the walk to the floor level of the building 4' wide and with 2"x4" railing and with 4'x6' porch at the top for entrance into the building. There is to be a 10'x10' room partitioned in the northeast corner with one window and one door. The interior of this building is to be finished as agreed. There is to be one door from porch into the building with a roof over the entrance.

IT IS ALSO AGREED, Water will be brought in from the hotel to the building. Outlets in the building and one to be at the walk for use in washing boats and motors will be designated by George Stone and will be installed and ready for use at not over \$5.00 per outlet. All to be completed by time of final inspection.

IT IS ALSO AGREED, Electric current will be brought from the main building in weatherproof lead conduit to the building. Fixtures and interior connections to be purchased by C. R. Baldwin, Jr., at \$5.00 for each base plug and \$7.50 for each overhead drop. The location of all base plugs and fixtures to be determined by George Stone.

IT IS AGREED, The two doors and all windows will be comparable to those used in the hotel proper. There will be screens supplied for all outside openings. The roof of the building will be insulated with rock wool as in the hotel proper at an additional cost of \$.07 $\frac{1}{2}$ per square foot of insulation surface plus \$10.00 labor charge additional to contract figures.

IT IS ALSO AGREED by G. R. Gipson to furnish all labor in the construction for \$2925.17 (Two Thousand Nine Hundred and Twenty-Five Dollars and Seventeen Cents). One-quarter payment to be made with north bulkhead and one end bulkhead is completed, one-quarter payment when all bulkheads are complete, one-quarter payment when roof is on building and walks are complete, and the final one-quarter payment to be made when job is completely finished and inspection is made.

MATERIAL for the bulkhead and walks is outlined as follows:

| | |
|-------------------------------|----------------|
| 60 Pile 8/B - 18' @\$.45 | 486.00 |
| 22 Pile 8/B - 10' @\$.30 | 66.00 |
| 58 pcs. 3x6x12 | 172.00 |
| 10,500 1"x6" (or wider) x 14' | 1680.00 |
| Nails | 51.00 |
| 400 1"x8" cypress | 51.00 |
| 400 2"x6" cypress | 97.00 |
| | <u>2603.00</u> |

| | |
|-------------------------------|----------------|
| Material for building cottage | 1000.00 |
| | <u>3603.00</u> |

ALL MATERIAL is to be paid for in four equal payments on the 10th of each month beginning May 10, June 10, July 10, and August 10.

IT IS ALSO AGREED that if all of this material is not needed, a credit will be given to C. R. Baldwin, Jr., by G. R. Gipson at time of final settlement.

IT IS FURTHER AGREED that this contract be considered flexible for this purpose -- any changes, additions, or subtractions of items mentioned herein may after the disclosed cost of construction as the case may be, and agreed upon by contractor and owner.

IT IS AGREED, There will be one light in the center of the building overhanging the walk or two lights at the corners of the building overhanging the walk with an outside switch, all locations of which will be agreed upon at time of installation. There will be an outside light above the doorway in the center of the ceiling of the portico at the entrance of the building. The charges for this work will be presented by Walker Electric Company.

IT IS ALSO AGREED by G. R. Gipson to have Walker Electric Company present their price for extending the wiring to the wharf at Terry Cove for four lights extending above the wharf -- one at the north end, one in the center, one at the south end, and one at the west end of the extending ell. This last work to be done only after approval of the price and description by C. R. Baldwin, Jr., and if approved, will be completed at the same time other construction is completed.

IT IS AGREED, All fixtures shall be installed and in working condition

at time of final inspection.

Contractor

Owner

STATE OF ALABAMA,

BALDWIN COUNTY.

As to the signature of the contractor.

Sworn to and subscribed before me at _____,

this _____ day of _____, 1952.

Notary Public