

G. R. GIPSON,  
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 now the Complainant, G. R. Gipson, 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 building contractor  
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 improve-  
ments in Baldwin County, Alabama, which are situated at Orange  
Beach.

SECOND: That during the month of to-wit, April, 1952, the  
Complainant and the Respondent entered into an agreement whereby  
the Complainant was to furnish to said Respondent certain labor and  
materials necessary to construct a caretaker's cottage on land  
hereinafter described and owned by the Respondent; and that the  
Respondent agreed to pay your Complainant the sum of \$1531.92 for  
his services and the material used by your Complainant in the con-  
struction of said cottage. That your Complainant, in accordance  
with the terms of the agreement aforesaid, purchased the necessary  
materials and employed the necessary labor in order to fully per-  
form the contract or agreement referred to above and that your  
Complainant did complete the said caretaker's cottage as agreed

between your Complainant and the Respondent but that on the completion thereof the Respondent requested certain additional work to be performed thereon by your Complainant and, in compliance with the request of the Respondent your Complainant performed additional labor and furnished additional materials for use on said cottage, which amounted to \$434.44, all of which the Respondent agreed to pay. That the work on the said cottage was completed on August 16, 1952, and there was then due to your Complainant from the Respondent the total sum of \$1966.36. That since the last mentioned date the Respondent has paid to your Complainant the sum of \$900.00 under the terms of the contract, aforesaid, leaving a balance presently due to the Complainant of \$1,066.36, all as shown by the itemized statement attached hereto and marked Exhibit "A" and by reference made a part hereof as though expressly included herein. That although your Complainant has, in all respects, complied with the terms of the contract referred to above the Respondent has refused and continues to refuse to pay to your Complainant the amount due him and agreed upon under the terms of said contract.

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 January 16, 1953, which instrument is recorded in Book 4 of Exemptions & Liens at pages 49-50, 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 constructed by your Complainant 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 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.

FOURTH: The Complainant claims of the Respondent One Thousand Sixty-six and 36/100 Dollars (\$1,066.36) due from it by account on the 16th day of August, 1952, which sum of money with the interest thereon, is still unpaid.

FIFTH: The Complainant claims of the Respondent the sum of One Thousand Sixty-six and 36/100 Dollars (\$1,066.36) for work and labor performed by the Complainant at the request of the Respondent, which sum of money, together with the interest thereon, from August 16, 1952, is still unpaid.

SIXTH: The Complainant claims of the Respondent the sum of One Thousand Sixty-six and 36/100 Dollars (\$1,066.36) for money on the 16th day of August, 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 caretaker's

cottage, which is 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.

  
\_\_\_\_\_  
G. R. Gipson.

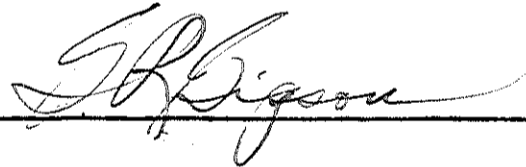
STATE OF ALABAMA

BALDWIN COUNTY

Before me, Alvie L. Miller, a Notary Public, in and for said County in said State, personally appeared G. R. Gipson, 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 G. R. Gipson, and that he is one and the same person as the Complainant in the above Bill of Complaint and that his name is signed thereot. 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 15<sup>th</sup> day of January, 1953.

  
\_\_\_\_\_

Sworn to and subscribed before  
me this 15<sup>th</sup> day of January, 1953.

Alvie L. Miller  
Notary Public, Baldwin County, Ala.

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 G. R. Gipson as Complainant, against Gulf Gate Lodge, Inc., a Corporation, as Respondent.

Witness my hand this 19<sup>th</sup> day of January, 1953.

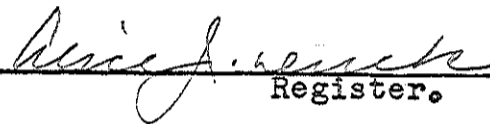
  
Register.

EXHIBIT "A"

G. R. G I P S O N  
Fairhope, Alabama

In Account With:

Gulf Gate Lodge, Inc.  
Orange Beach, Alabama

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CONSTRUCTION OF CARETAKER'S QUARTERS AT ORANGE BEACH, ALA:

I. Agreed Construction Price.....			\$ 1531.92
II. Additional work installed at request of owner:			
a. Finish ceiling (sheetrock).....	\$59.60		
b. Insulation (Rock wool batts).....	44.20		
c. Plumbing.....	10.00		
d. Electrical work (6 outlets).....	35.00		
e. Sink stand.....	12.60		
f. Light posts for wharf.....	19.87		
g. Paint (3 coats & trim).....	89.40		
h. Replacing pipe from Lodge to Cottage			
1. Price differential.....	\$59.82		
2. Labor.....	103.95		
	<u>163.77</u>	163.77	
		<u>\$434.44</u>	<u>434.44</u>
III. Total Amount Due.....			\$ 1966.36
IV. Less:			
A. Payments received.....			<u>900.00</u>
V. Balance Due.....			\$ 1066.36

270.67  
103.95  
374.62

1531.92  
270.67  
1802.59  
73.00  
1875.59  
800.00  
975.59

9 27 39

EXHIBIT "B"

STATE OF ALABAMA

BALDWIN COUNTY

G. R. GIPSON, files this statement in writing, verified by the oath of G. R. Gipson, who has personal knowledge of the facts herein set forth.

The said G. R. Gipson claims a lien upon the following described property situated in Baldwin County, Alabama, to-wit:-

One (1) caretaker's house 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 One Thousand Sixty-six and 36/100 Dollars (\$1,066.36) with interest from to-wit, August 16, 1952, for labor and materials furnished by G. R. Gipson.

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

  
\_\_\_\_\_  
Claimant

STATE OF ALABAMA

BALDWIN COUNTY

Before me Alice L. Miller, a Notary Public, in and for the County of Baldwin, State of Alabama, personally appeared G. R. Gipson, 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.

*J. P. Gipson*

Sworn to and subscribed before  
me this 12<sup>th</sup> day of January,  
1953.

*Alice L. Miller*  
Notary Public, Baldwin County, Ala.



STATE OF ALABAMA

BALDWIN COUNTY

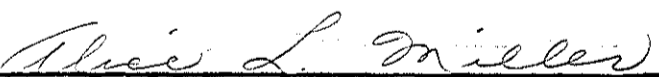
Before me, Alice L. Miller, a Notary Public, in and for said County in said State, personally appeared Norborne C. Stone, Jr., who is known to me, and who, after being by me first duly and legally sworn, did depose and say under oath as follows:

That his name is Norborne C. Stone, Jr., and that he is one of the Solicitors for the Complainant in the cause of G. R. Gipson 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, 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 19<sup>TH</sup> day of January, 1953.

  
Norborne C. Stone, Jr.

Sworn to and subscribed before  
me this 19<sup>TH</sup> day of January,  
1953.

  
Notary Public, Baldwin County, Ala.

G. R. GIPSON,	)	
	)	IN THE CIRCUIT COURT OF
VS. Complainant,	)	BALDWIN COUNTY, ALABAMA
	)	IN EQUITY
GULF GATE LODGE, INC.,	)	
	)	
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 commissioner, on June 23, 1953.
7. Testimony of George Stone taken before Louise Dusenbury, acting as commissioner, on June 23, 1953.
8. 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 17<sup>th</sup> day of November, 1953.

Register

J. T. Blackburn  
Solicitor for Respondent



	:	IN THE CIRCUIT COURT
	:	OF BALDWIN COUNTY, ALABAMA. IN
G. R. GIPSON,	:	EQUITY. NO. 2948
Complainant,	:	
VS.	:	
GUEF GATE LODGE, INC., a	:	
Corporation,	:	
Respondent.	:	
	:	

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 the Respondent entered into an agreement for the construction of certain improvements upon lands in Baldwin County, Alabama, for an agreed price of FIFTEEN HUNDRED THIRTY-ONE AND 92/100 (\$1531.92) DOLLARS.

2. That the Complainant and Respondent also entered into an agreement for the construction of additional improvements, for which there was no agreed price;

3. That the Complainant claims of the Respondent the sum of FOUR HUNDRED THIRTY FOUR AND 44/100 (\$434.44) DOLLARS for the additional improvements.

4. That the total amount claimed by the Complainant, including both projects, is NINETEEN HUNDRED SIXTY-SIX AND 36/100 (\$1966.36) DOLLARS.

5. That the Respondent was indebted to the Complainant, on the original agreement in the sum of FIFTEEN HUNDRED THIRTY ONE AND 92/100 (\$1531.92, and for the additional work TWO HUNDRED NINETY FIVE AND 47/100 (\$295.47) DOLLARS.

6. That the Respondent has paid to the Complainant the sum of NINE HUNDRED (\$900.00) DOLLARS, leaving a balance now due by the Respondent to the Complainant of NINE HUNDRED TWENTY-SEVEN AND 39/100 (\$927.39) DOLLARS:

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 TWENTY SEVEN AND 39/100 (\$927.39) 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 under the two agreements above mentioned, 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 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,

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.

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**FILED**  
FEB 23 1954.

ALICE J. DICK, Register

G. R. GIPSON,

VS.

GULF GATE LODGE, INC.,  
A Corporation,

Complainant,

Respondent.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

IN EQUITY NO. 2948

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. Blalock*  
Solicitor for respondent.

FILED

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RECORDED

ANSWER

G. R. GIPSON,  
Complainant,  
VS.  
GULF GATE LODGE, INC.,  
A Corporation,  
Respondent.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
IN EQUITY NO. 2948

FILED

4-17-53

ALICE J. DUCK, Register

RECEIVED

TO THE COURT OF EQUITY OF BALDWIN COUNTY, ALABAMA  
G. R. GIPSON, Complainant,  
vs.  
GULF GATE LODGE, INC., A Corporation, Respondent.

FILED  
APR 17 1953  
BALDWIN COUNTY, ALABAMA  
ALICE J. DUCK, Register

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APR 17 1953  
BALDWIN COUNTY, ALABAMA  
ALICE J. DUCK, Register



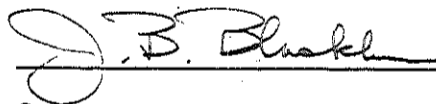
G. R. GIPSON,  
Complainant,  
VS.  
GULF GATE LODGE, INC.,  
A Corporation,  
Respondent.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
IN EQUITY. NO. 2948

DEMURRER

Now comes the Respondent and demurs to the Bill of Complaint heretofore filed in the above styled cause, and as grounds for such 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 they are 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 him.
5. It does not allege that the Respondent requested the Complainant to furnish materials for him.
6. It does not allege that the Respondent requested the Complainant to furnish labor and materials for him.



Solicitor for Respondent.

RECORDED  
DEMURRER

G. R. GIPSON,

VS.

Complainant,

GULF GATE LODGE, INC.,  
A Corporation,

Respondent.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
IN EQUITY NO. 2948

FILED

FEB 19 1953

ALICE J. DUCK, Register

G. R. GIPSON,	)	
	)	IN THE CIRCUIT COURT OF
VS. Complainant,	)	BALDWIN COUNTY, ALABAMA
	)	IN EQUITY
GULF GATE LODGE, INC.,	)	
Respondent.	)	

AMENDED ANSWER

Now comes the respondent and amends the last answer filed by it in this cause so that, as amended, the said answer will read as follows:

1. Respondent admits the allegations of Paragraph First of the Bill of Complaint.
2. Respondent denies each and all of the allegations of Paragraph Second of the Bill of Complaint, except that it admits that it has paid the sum of \$900.00 to the complainant.
3. Respondent denies each and all of the 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. For further answer to the said Bill of Complaint, the respondent says that it, through its duly authorized officer, C. R. Baldwin, made and entered into an oral agreement with the complainant whereby the complainant was to furnish all labor and material and erect for it a building or caretaker's cottage, which was to be erected in the same manner as the small cottage formerly erected by the complainant for the respondent, and paint the said cottage so erected with three coats of paint. The said agreement also provided that the complainant was to furnish all labor and material for the erection of the said building, including wire from the service pole at or near respondent's hotel building down to the house to be erected, and water pipe from the pump near the lodge or hotel of the respondent to the cottage to be erected by the complainant.

The said agreement further provided that the electric line would be of lead wire enclosed in conduit, and that the water pipe to be so used would not be of black pipe. The total price to be paid by the respondent to the complainant for furnishing all of the said material and doing all of the said work was \$1531.92.

After the said original agreement was made between the complainant and the respondent, it was further agreed that the complainant would finish the ceiling in the said building to be erected by him for an additional charge of \$59.60; that he would insulate the building with rockwool bats for an additional charge of \$44.20; that he would do certain plumbing work for an additional charge of \$10.00; do electrical work consisting of six outlets for \$35.00; furnish a sink stand for \$12.60; and a light post for the wharf for \$19.87, making total additional charges of \$181.27.

The respondent paid to the complainant to apply on the total amount due the sum of \$900.00.

After the said sum of \$900.00 was paid by the respondent to the complainant, and before the balance due by the respondent to the complainant was paid, the Gulf Shores Building Supply Company of Gulf Shores, Alabama, a business in which a Mr. Peavy is interested, communicated with respondent's officer, C. R. Baldwin, and insisted on payment of the sum of over \$300.00 due to it by the complainant for materials furnished to the complainant and used in the construction of the building being erected for the respondent.

The United Appliance Company of Silverhill, Alabama, also notified the respondent that the complainant was indebted to it for materials furnished to the complainant and used in the construction of the said building for the respondent.

Both the claim of Gulf Shores Building Supply Company and the claim of United Appliance Company were made within a period of six months after complainant completed the work which he was to do for the respondent, during which time the said parties could have commenced a proceeding against the respondent to subject any unpaid balance due by the respondent to the complainant to the payment of the said amounts due them.

Before the balance that was due by the respondent to the complainant was paid, and during the period of six months immediately following completion of the said work, W. L. Walker of Fairhope, Alabama, made a claim against the respondent for certain electrical work alleged to have been done by him, which was included in the contract between the complainant and the respondent. The said W. L. Walker thereafter, and on, to-wit, the 25th day of November, 1952, filed in the Circuit Court of Baldwin County, Alabama, a suit against this respondent, which is Case No. 2929, which is now pending in the said court, in which the said complainant, Walker, claims that this respondent is due him the sum of \$945.50 with interest from July 24, 1952, and in which case the said complainant, Walker, is attempting to fix a lien on the property of the respondent for the said work.

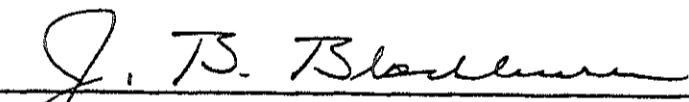
In the said suit the said W. L. Walker is claiming that this respondent is indebted to him for furnishing material and labor in laying an electric line from the service pole near the respondent's hotel building to the building to be erected by the complainant, Gipson, for the respondent, as described above, and is also claiming compensation for all electrical work and materials furnished in the said building which the complainant, Gipson, contracted to erect for the respondent.

Respondent admits that it is indebted to the complainant, Gipson, in the sum of \$813.19, provided it is not required to pay the above described claim of Gulf Shores Building Supply Company, the above described claim of United Appliance Company, or pay to W. L. Walker, the complainant in the above described suit, for any work done and materials furnished by the said W. L. Walker which is included in the contract between the complainant, Gipson, and the respondent, and which work was to have been done and materials furnished by the complainant, Gipson. In the event the respondent is required to pay any of the said charges of the three said parties, the amount which respondent is required to pay should be deducted from any balance due by the complainant to the respondent.

Any balance that was due by the respondent to the complainant for furnishing materials and doing work included in his contract with the respondent would have been paid by the respondent prior to the commencement of this suit, if it had not been for the said claims being made against respondent by the Gulf Shores Building Supply Company, the United Appliance Company, and the fact that claims were being made by both the complainant and the said W. L. Walker against the respondent for work which the complainant had contracted to do and for materials which he had contracted to furnish. Respondent further alleges that it did not contract with the said W. L. Walker to do any part of the work or furnish any of the material for the said building or caretaker's cottage which the complainant had so contracted to erect for the respondent.

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.

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TELEPHONE CENTRAL 0400



FLAGS - BANNERS  
FEZES  
PENNANTS

# BALDWIN REGALIA COMPANY

MANUFACTURERS

704 WASHINGTON AVENUE

SAINT LOUIS

April 1, 1952



CHENILLE, EMBROIDERED  
AND FELT  
LETTERS AND EMBLEMS

Mr. G. R. Gipson  
Fairhope, Alabama

Dear Gip:

I hope by this time that things are well under way with the tree boxes or the bulkheading of the slip and basin. I am extremely interested in getting the trees boxed at an immediate date. I do not want to lose any more of those trees than is absolutely necessary. Please keep in mind, however, that you are not to box any of the trees which are already dead. I believe I impressed you with this idea when I was in your home, but I want to put it in writing so there will be no questions. I want to keep all of this cost down just as low as I possibly can. The approximate price which you quoted me sounded very reasonable and I would not want it to exceed this price too much. In fact, in my opinion, if it is at all possible a lower figure will be greatly appreciated.

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.

While writing there are a few things which I wish to take up with you. First, it was my understanding from Mrs. McGinnis that you were going to put two ladders for swimming purposes at the ends of the pier. I believe a ladder at both ends of the 40' ell would be very usable; placed right up against the end piling and recessed into the edge of the wharf itself so that it will have the protection of the projecting piling. If the cypress wood does not splinter too readily and if it is advisable for this purpose, I believe these ladders should be made from cypress. If copper toxing will in any way help preserve cypress, kindly use it; however, it has been my understanding that cypress is in no way affected by water of any kind but the coppertox may help so far as barnacles, etc., are concerned. You know best about this.

Also, I believe if you could get another strip of fire hose as a bumper for the south side of the pile at the southeast corner of the wharf, it would be of great assistance. As you will note, there is only one piece of hose on this particular pile. Also if you were to get a piece of this hose for the west side of the two pile at the end of the 40' section of the pier, it also would be of great assistance.

When we were talking about the electrical equipment which you had figured into your bid on the bulkhead and cottage, I did not mention

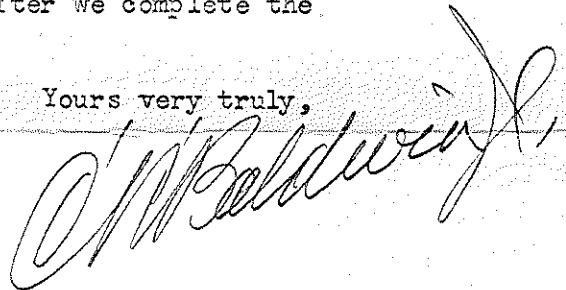
how many light standards I would want on the wharf. I believe if we have four lights -- one at each end of the 40' ell, one at the north end of the main wharf, and one in the center of the main wharf, that will be sufficient light to keep everything illuminated. Please figure on having this put in at the same time the other electrical equipment is installed in George Stone's cottage. Please get all of this work started at the earliest possible date as I would like to have it completed within the next two to three weeks if at all possible.

You didn't mention the fire hose bumpers or whatever you call them on the piling around the turn basin. I presume you are going to use them the same as you did on the wharf and of course they will be added to the figure you originally gave me.

I just received a bill from Franklin Smart for digging out around the trees. What sort of a job did he do and is \$26.00 the right price for the work? If it is, I will send him a check to take care of his labor.

Here is another item which I wish you would look into when you have a chance. Jim Riedemann and I have finally reached an agreement and he is to have nothing to do with the main house at the plantation. It, therefore, is up to me to do the painting on the outside and also the repairing of the roof. Will you figure on painting the outside of the building as it should be painted and doing the necessary roof repairing as I believe Jim Riedemann spoke about sometime ago. I want the paint to be of a good quality oil and lead paint of the same color as is now on and I believe it should have three coats in order to preserve it properly. I also ~~think~~ believe this should be brushed on and not sprayed on. Give me a firm bid for doing this work and I will let you know if you are to proceed with it after we complete the bulkheading at the turn basin.

Yours very truly,







RECORDED

G. R. GIPSON,

Complainant,

vs.

GULF GATE LODGE, INC.,

Respondent.

\*\*\*\*\*

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY

\*\*\*\*\*

NOTE OF TESTIMONY

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FILED

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ALICE J. DUCK, Register

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G. R. GIPSON,  
COMPLAINANT,  
VS.  
GULF GATE LODGE, INC.  
Defendant.

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

June 23, 1953.

A P P E A R A N C E:

FOR THE COMPLAINANT: Messrs. Chason & Stone,  
Bay Minette, Alabama.

FOR THE DEFENDANT: Hon. J. B. Blackburn,  
Bay Minette, Alabama.

LOUISE DUSENBURY,  
Commissioner.

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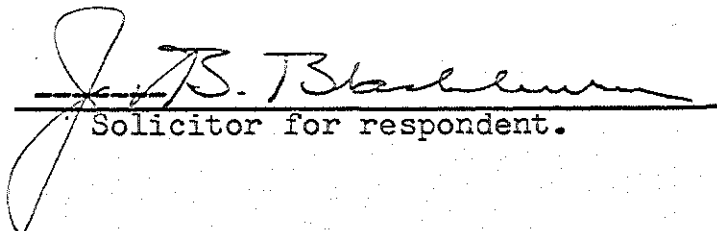
S T I P U L A T I O N :

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 Complainant and the testimony for the Respondent shall be taken before Louise Dusenbury, acting as Commissioner.
2. The issuance of a Commission to her is waived.
3. The testimony shall be taken down and transcribed and certified by the said acting commissioner, and the signing of the respective witnesses is waived.
4. That said Commissioner shall furnish a copy of said testimony to the Solicitors 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.

MR. G. R. GIPSON, THE COMPLAINANT, BEING FIRST DULY SWORN,  
TESTIFIED AS FOLLOWS:

---

Direct Examination by Mr. Stone.

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

A. Yes, sir.

Q. Mr. Gispon are you the Complainant in this case - case of  
G. R. Gipson vs. Gulf Gate Lodge, Inc., a Corporation?

A. Yes, sir.

Q. Are you over the age of 21 years, and a resident citizen of  
Baldwin County, Alabama?

A. Yes, sir.

Q. Where do you live?

A. Fairhope, Alabama.

Q. are you now engaged in the contracting business?

A. Yes, sir.

Q. Were you engaged in the contracting business in May or April  
of 1952?

A. Yes, sir.

Q. How long have you been engaged in the contracting business?

A. For the last 10 years.

Q. Where has your work been done?

A. Largely in Baldwin and Mobile Counties.

Q. Now Mr. Gipson, did you enter into an agreement or contract  
with Mr. J. R. Baldwin, Jr. to do certain construction work  
at Orange Beach, Baldwin County, Alabama?

A. Yes, sir.

Q. What did this consist of?

A. This in particular was a bulk-head around a turn basin and a walk-way to the west and south west sides, and a caretaker's quarters erected on 14 foot piling, seven feet from the ground.

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

A. Yes, sir.

Q. At the Gulf Gate Lodge?

A. Yes, sir.

Q. Have you completed this contract, Mr. Gipson?

A. Yes, sir.

Q. Have you finished all of the construction work that you were requested to do by Mr. Baldwin?

A. Yes, sir.

Q. Have you been paid for the work which you did at his request?

A. No, sir.

Q. Have you been paid for some of that work?

A. Yes, sir.

Q. Now Mr. Gipson, what was the contract price upon which you and Mr. Gipson agreed for the caretaker's cottage?

A. Building alone was \$1531. and some odd cents; I don't recall the exact figure.

Q. \$1531.92?

A. I would say yes.

- Q. Now was this caretaker's cottage, Mr. Gipson, constructed in accordance with the agreement between you and Mr. Baldwin?
- A. Yes, sir.
- Q. I show you here, Mr. Gipson, the bill of complaint in this cause, and the exhibit attached to it and marked Exhibit A. I will ask you if that is a true and correct statement of the agreed construction price of this caretaker's cottage at Gulf Gate Lodge?
- A. Yes, sir.
- Q. Did you do additional work on the caretaker's cottage, or on the fixtures after the completion?
- A. Yes, sir.
- Q. Was this done at the request of Mr. C. R. Baldwin, Jr.?
- A. Yes, sir.
- Q. What did this consist of?
- A. Talking up the black 3/4" pipe and replacing it with plastic pipe and the removal of shams on top of the piling so that the building would rest on the piling.
- Q. Whate type building did Mr. Baldwin ask you to construct for him when you first agreed with him?
- A. A building to be of the same appearance as the hotel - same type siding - the only difference, this building would be up seven feet, resting on 14 foot piling, seven feet from the ground and it was not to be ceiled inside and this room - 10 x 10 room partitioned off and ~~was~~ ceiled on one side only; one side of the framing.

Q. All right, did you put some sheet rock in this building?

A. Yes, sir, over-head ceiling.

Q. Was that work done at the request of Mr. Baldwin?

A. Yes, sir.

✓Q. Was that work included in your original contract price of \$1531.92?

A. No, sir.

✓Q. Is the sum of \$59.60 the contract price for this additional work for finishing ceiling with sheet rock?

A. Yes, sir.

Q. Agreed contract price for that?

A. Yes, sir.

Q. Did you insulate this building?

A. Yes, sir.

Q. Was the insulation of this building included in the original contract price?

A. No, sir.

Q. Did Mr. Baldwin request that you insulate this building?

A. Yes, sir.

Q. What was the agreed price for this additional insulation?

✓A. I made him a quotation of  $7\frac{1}{2}$ ¢ per square foot, which totaled \$44.20.

Q. Did you do some additional plumbing work?

A. Yes, sir.

Q. What?

A. Outlet for sink and faucets.

Q. Was that figured in your original contract price?

A. No.



- Q. Did Mr. Baldwin request that this be done?
- A. Yes, sir.
- Q. Was the amount of \$10.00 the agreed price for this additional work?
- A. Yes, sir.
- Q. Did you place a sink stand in this building?
- a. Yes, sir.
- Q. Was the sink stand in the original agreed price or was it included in your original price of \$1531.92?
- A. No, sir.
- Q. Did you - Did Mr. Baldwin request that you pit that in there?
- A. Yes, sir.
- Q. Was the agreed price for that \$12.60?
- a. Yes, sir.
- Q. Did you place three light posts on the wharf there for M r. Baldwin?
- A. Yes, sir.
- Q. Was this work included in the original price of \$1531.92?
- A. No, sir.
- Q. Did Mr. Baldwin request that you put the light posts on the pier there?
- A. Yes, sir.
- Q. Was the sum of \$19.87 the agreed price for the placing of this additional work on the wharf?
- A. Yes, sir.
- Q. Did you paint the caretaker's cottage?
- A. Yes, sir.

Q. How much paint did you put on there?

A. Three coats of white lead, trimmed in green - also three coats.

q. Was the painting included in the original figure?

A. No, sir.

Q. Did Mr. Baldwin request that this be painted?

A. He said "By all means it should be".

Q. Was the sum of \$89.40 the agreed price for this

A. There was some controversy on that; he never agreed or denied that.

Q. He never agreed to pay the \$89.40?

A. He did in one of his letters.

Q. You and him never talked particularly labor and material in painting the cottage?

A. No, sir.

Q. Is \$89.40 the cost of labor and material used in painting the caretaker's cottage?

A. Yes, sir.

Q. Has there been an percent added to that for your profit or own use?

A. No, sir.

Q. Does the labor include your labor?

A. I hired the labor.

Q. You hired all of the labor?

A. I did some corking; I didn't count that.

- Q. \$89.40, is the labor and material that went in the painting of this caretaker's cottage?
- a. Yes, sir.
- Q. Did you replace some pipe that you had put in?
- A. Yes, sir.
- Q. Where was this pipe?
- A. It extended from the pump house, which would be on the southeast corner of the hotel property and south of that pump house - 355 feet - to the caretaker's quarters.
- Q. In your original contract with Mr. Baldwin wherein the sum of \$1531.92 was agreed upon, did that price include pipe from the pump house to the cottage?
- A. Yes, sir.
- Q. Was there anything said about the type of pipe that would be used?
- A. Yes, sir.
- Q. What was said?
- A. He asked about galvanized and I told it that it wasn't available and that black iron pipe was available and he agreed. Boats were to be washed down with this water and there was nothing wrong with using black iron.
- Q. Did you and Mr. Baldwin discuss the advisability of using black iron pipe?
- A. Yes, sir.
- Q. Did Mr. Baldwin specify black iron pipe?
- A. No, he didn't specify any particular kind.
- Q. Did he say to use it or not?

A. He said use it; it was laying on the ground and he said, "use it."

Q. Did Mr. Baldwin later object to the black iron pipe?

A. Yes, sir.

Q. When did this objection take place?

A. After the tenant moved in the caretaker's quarters.

Q. Did Mr. Baldwin discuss this objection with you?

A. After he moved in, yes, sir.

Q. What did Mr. Baldwin say?

A. That I would have to take it up and replace it with plastic or galvanized pipe and there was no galvanized available.

Q. Did you agree to take up the black iron pipe and replace it?

A. Under one condition: That he would pay the difference.

Q. Did he agree to pay the difference in the price and labor involved?

A. ~~xxxx~~ No, he agreed to pay me the balance --

Q. He requested you to take up the black iron pipe and replace it with plastic pipe?

A. Yes, sir.

Q. Did you do that?

A. Yes, sir.

Q. What was the difference in the cost of placing that particular pipe and the amount which you were allowed on the black iron pipe which was returned? \$59.80.

Q. I show you a statement there prepared on the statement or stationery of United Appliance Company of Robertsdale, Alabama, who prepared that, Mr. Gipson?

A. The bookkeeper of the United Appliance Co.

Q. Did you purchase the black-iron pipe from the United Appliance Company?

A. Yes, sir.

Q. Did you return the black iron pipe to them?

A. Yes, sir.

Q. Did you purchase the plastic pipe from the United Appliance Company?

A. Yes, sir.

Q. Is this the statement which they gave you showing the difference between the two items - in price?

A. Yes, sir.

MR. STONE: We would like to introduce in evidence this statement and have it marked Complainant's Exhibit 1, and made a part of the testimony of the Complainant.

Q. Now Mr. Gipson, I will ask you to examine that exhibit A. which is attached to your bill of complaint. Before you is there a sum of \$35.00 for electrical work shown on that statement?

A. Yes, sir.

Q. Should that amount have been included in your statement in view of the facts which you have learned from Mr. Walker?

A. No, sir.

Q. Does Mr. Baldwin, or the Gulf Gate Lodge, owe you that sum of \$35.00?

A. Well hardly half has been paid - I could say yes or no.

Q. It should not be included in that statement?

A. I would say that they do not owe it, and they have not

paid it.

Q. Still examining that exhibit A. How much have you received from Gulf Gate Lodge or C. R. Baldwin, Jr. on the statement which you have rendered?

✓ A. I would say \$900.00.

Q. Does that leave a balance then of \$1,066.36, less \$35.00, about which youj have just testified?

✓ A. Yes, sir.

Q. Then, what, Mr. Gipson, would you say was the balance due from Gulf Gate Lodge for the work that you did down there at the Gulf Gate Lodge at Orange Beach?

A. \$1066.36, less \$35.00.

✓ Q. That would be \$1,031.36, would it not?

A. Yes, sir.

Q. Now Mr. Gipson, did you purchase the materials that went into the construction that you have just testified to?

A. Yes, sir.

Q. Did you employ the necessary labor to complete this contract?

A. Yes, sir.

Q. All of this additional work that you have testified to was it at the request of Mr. C. R. Baldwin?

A. Yes, sir.

Q. Did he agree agree to pay for this extra work?

A. All except the exchange on the pipe.

Q. Were you the original contractor on this job?

A. Yes, sir.

Q. Mr. Gipson, I show you here a statement of lien under date of the 15th day of January, 1953. Is that your name signed to that lien?

A. Yes, sir.

MR. STONE: We would like to introduce at this time the state of lien signed by G. R. Gipson, as Claimant, which was filed for record January 16th. 1953, in the office of the Judge of Probate of Baldwin County, Alabama, and recorded in Book 4 of Exemptions and liens, at page 49-50, and ask that it be identified as Complainant's Exhibit 2e.

Q. Now Mr. Gipson, when was the last day that you worked on this caretaker's cottage under the terms of the contract, and the additional requests made by Mr. Baldwin?

A. August 16, 1952.

Q. Was that statement of lien that I have just shown you filed for record less than six months from that date?

A. Yes, sir.

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

Q. Mr. Gipson, you say your contract price on that caretaker's cottage in the beginning was \$1531.92?

A. Yes, sir.

Q. What did that include?

A. The construction of the building.

Q. Nothing else?

A. No, sir.

- Q. Did it include the running of a water line from the pump house as you described it, down to the building?
- A. Yes, sir.
- Q. Then why did you state that it just included the construction of the building and nothing else?
- A. I overlooked that one point.
- Q. All right, this water line that you ran down from the pump house with the black pipe - where did you take that to?
- A. To the caretaker's - in the caretaker's quarters.
- Q. Up in it?
- A. No, sir, stopped at the cottage, under the middle.
- Q. This extra plumbing - did you take it up in the house?
- A. Yes, sir.
- Q. You didn't wash down any boats in the caretaker's quarters?
- A. No, sir.
- Q. Did you take it to the wharf?
- A. I gave an outlet.
- Q. How far is that from the slip?
- A. 80 foot walk, excepting the building from the bulk head.
- Q. How long have you been in the contracting business?
- A. Contracting about 10 years.
- Q. Did it take you 10 years to learn that you can't put black iron pipe in that locality and under ground?
- A. Of - if it is agreeable you can.
- Q. You say you washed boats-- put it there to wash boats?
- A. Yes, sir.
- Q. You also ran it in the house?
- A. Yes, sir.



- Q. You also say that this \$1531.92 did/<sup>not</sup>include painting?
- A. No, sir.
- Q. Isn't it a fact that your agreement with Mr. Baldwin and his corporation provided for the construction of this caretaker's house equal to that you had done on his hotel or lodge?
- A. Yes, sir.
- Q. Did you paint that?
- A. No, sir, it was already painted.
- Q. Did - you didn't do any painting?
- A. I put one coat on it at his request.
- Q. Now did this contract price of \$1531.92 include the running of a light line from the lodge, either at the pump house or that service pole, down to the cottage?
- A. No, sir.
- Q. Now Mr. Gipson, you - I asked you when you testified in the Walker case earlier today if you wrote Mr. Baldwin a letter dated April 6, 1952, and you stated that you did.
- A. I believe I stated that I didn't recall the date.
- Q. Did you send him a letter, even though you don't recall the date, in which the first and second paragraphs read like this: "enclosed you will find the original copy of your contract for your reconsideration. The paragraph and phrases pertaining to the bulk head are not too bad. I am sure you remember that the water line and power line was figured to the building only, and the reason I did not make any estimate on outlets is that I did not know what you wanted; therefore, was at a complete loss as to what to shoot at."

Q. Did you put that in that letter?

A. Something to that effect.

Q. If that light line wasn't included in the contract, why did you put it in the letter?

A. For the simple reason we were trying to arrive at a figure.

Q. If it wasn't in the contract between you and Mr. Baldwin for \$1531.92, why did you put that in the letter?

A. That is what I was trying to do.

Q. It looks like you are going a long ways around .

Q. I didn't know how much load it would require and what size wire and therefore, I could not make a price and I never did make him a price.

Q. You didn't say anything about the load in the letter?

A. No, sir.

Q. Price?

A. No, sir.

Q. Nor the size of the wire?

A. No, sir.

Q. Did you - Why did you put that in the letter?

A. I wanted to know the amount of load.

Q. You didn't ask him one question about load?

A. No, sir.

Q. Not one question about the size of the line?

A. We had talked about that.

that he remove it?

A. I refused to pay him until he did remove it and replace it with the proper pipe so a person could drink the water from it.

Q. Did he then replace it with this plastic pipe?

A. He did.

Q. Was there any agreement on your part whatever to pay him anything extra for putting in the plastic pipe?

A. Not only that, but I refused to pay.

Q. You didn't agree to pay a price differential of \$59.00?

A. No, sir.

Q. Nor labor of \$103.00?

A. I did not.

Q. In reference to the paint, I will ask you was it your understanding that he was to paint the house in the same way as the servant's quarters?

A. That was our agreement; this was to be an exact duplication of the small cottage that he had just completed, and that had paint on it to the extent of three coats.

Q. When did you first find out that he had not painted this cottage?

A. I believe that he wrote to me relative to an over-charge of some amount of money - Like I have always done, when I do business with any one I don't want them to lose money on the deal and I got sympathetic and told him if everything was all right I would take care of that amount.

- Q. I am talking about the letter?
- A. No, sir.
- Q. How much did it cost or <sup>what</sup> will it cost to run that electric line from the service pole down to the house in the way you describe it?
- A. No, sir.
- Q. How much would it cost?
- A. Well a size 2-12" wire at 15¢ a foot.
- Q. Was it 485 feet?
- A. No. 355 feet.
- Q. Water or light?
- A. It wouldn't make any difference; they go parallel.
- Q. 355 feet by how much per foot?
- A. 15¢. I don't know that that is the price. The reason I didn't make a price was that I didn't know what load it would take and the size wire it would take.
- Q. According to my figures, in multiplying 355 by 15 you get \$53.23.
- Q. How about your conduit?
- A. It was never discussed until Mr. Baldwin and Mr. Walker discussed it.
- Q. Isn't the light line from the service pole a lead wire inside a galvanized conduit?
- A. It is now.
- Q. How much does that cost per foot?
- A. I don't know; Mr. Walker figured that.
- Q. You don't know what that cost?

- A. I didn't have anything to do with that.
- Q. How much labor would it cost to run that down there?
- A. I'm not that well acquainted with labor.
- Q. Have you measured that distance?
- A. When I said 355 feet I went by the amount of water pipe I used.
- Q. Black pipe?
- A. And plastic pipe.
- Q. You say you brought that water pipe from the United Appliance Company?
- A. Yes, sir.
- Q. Isn't it a fact that Mr. Winstrom told you that galvanized pipe was available?
- A. No. He said that it was not.
- Q. Isn't this the true situation: When Mr. Stone moved into the house and found that black iron pipe was what you had used in the beginning on the water line, didn't he come to you and have a conversation with you and make complaint about it?
- A. Mt. Stone didn't.
- Q. Did you hear from Mr. Baldwin?
- A. When I contracted him about my pay.
- Q. He demanded that you take it out - not only requested that you take it out, but demanded it?
- A. A little worse than that.
- Q. When you filed this suit against Mr. Baldwin, you owed a bill to the Gulf Shores Building & Supply Company for materials that

had been furnished you?

A. Yes, sir.

Q. Is that bill still outstanding?

A. Yes, sir.

Q. Do you know whether or not Mr. Peavy was after Mr. Baldwin for pay for that bill?

A. I received a letter from Mr. Baldwin stating that they had received a telephone call and a letter.

Q. Did you owe that when this suit was filed and do you still owe United Appliance Company for plumbing on that building?

A. Yes, sir.

Q. At the time the suit was filed they could have still filed a lien on the building?

A. Yes, sir.

Q. The six months is out now?

A. Yes, sir.

Q. You claim that this paint is due you over and above the amount of \$1531.92. <sup>That</sup> ~~what~~ is the amount of your contract to build this house?

A. Yes, sir.

Q. You also claim that \$59.82 for the price differential in the pipe?

A. Yes, sir, and \$103.00 labor for putting it in.

Q. If you had put the right pipe in at first the charge of \$59.82 and \$103. would not have been necessary?

A. Yes, part of it would.

Q. What part?

- A. Metal pipe is only required to be put 12 inches from the surface, and plastic is 23 and 24 inches deep and that deep in the sand will cave in as fast as you dig it.
- Q. You are positive it was 24 inches deep?
- a. When it was covered up.
- Q. It wouldn't rise to the top?
- A. No, but the wind carries the sand off; you can bury a board in the sand and in 12 months time it will be showing.
- Q. I hand you a copy of a letter from Mr. Baldwin to you dated October 28th. 1952. Please look at that letter - copy of that letter?
- A. Yes, sir, I remember that.
- Q. You got the \$400.00 check with it?
- A. Yes, sir.
- Q. You kept the check?
- A. Yes, sir.
- Q. He outlined there that he owed you a balance of \$813.?
- A. Yes, sir.
- Q. That would have been the correct balance if this wire from the pole down to the house had been included in it, wouldn't it?
- A. I don't know anything about that; I had no agreement about the wire from the pole to the house.
- Q. This letter also had this in it: "I wish you would also let me know how much of this indebtedness was for work supplied by Walker on this job. The amount that you owe him on this job must be paid by you as well as the

m

\$35.00 for the installations within the building. If you do not wish to handle it in this manner, please let me know at once as Mr. Walker is making claims for work at Gulf Gate Lodge, which are considerably confused so far as my records are concerned. I do not know if there are overlapping charges on your work, the additional work on the building, etc." That was October 28th of last year that he asked you for that information, didn't he?

A. I am very sure I answered the letter.

Q. Do you have a copy of your answer?

A. No, sir.

Q. You do have in this statement here that is set out by Mr. Baldwin in the letter the item of \$35.00 for additional electrical work?

A. Yes, sir.

Q. That you have just eliminated?

A. Yes, sir.

Q. If you also take out the price of this light line--

A. No price on it.

Q. That was in your contract with Mr. Baldwin?

A. That I was to furnish the line? No.

Q. Then again, why did you put it in this letter of April?

A. I tried to explain that. To get the answer as to how much load would be there.

Q. Why didn't you say something about load in the letter. With reference to letters. You also wrote Mr. Baldwin



another letter on July 9th., 1952, which contained the following: "I still have not got all of my outstanding bills. The largest one besides Gulf Shores Building & Supply Company is plumbing and wiring. You saw Walker put \$79.00 on to my bill for conduit. The size of wire was increased from 12 to 10---" If you had no contract with Walker, why did you, in that letter, state: "You saw Walker put \$79.00 on my bill"

A. Will you let me back up?

Q. If you had no contract with Walker, why did you make that statement about Walker putting \$79.00 on that bill?

A. Mr. Baldwin wanted me to furnish the wire from the line to the cottage, and I suggested 2-12 lead cable in the line; Walker said the underwriter's wouldn't accept that and he showed me how much it would cost and he asked Mr. Baldwin who was to foot that bill and Mr. Baldwin said: "I am".

Q. You are talking about your letter - you are talking about Walker taking or tacking \$79.00 to your bill. You just said you didn't have a contract with Walker?

A. That is right.

Q. That wasn't in your contract with Baldwin, even though you mentioned it in your previous letter that I questioned you about?

A. No, sir.

Q. So if that wasn't in your contract, and Mr. Baldwin is required to pay Mr. Walker for the installation of that,

- isn't he entitled to further reduction on that?
- A. When I made him no allowance.
- Q. If it was included in it, is it right for him to pay you and also pay Mr. Walker for the same work?
- A. No, sir.
- Q. Haven't you and Mr. Walker sooner gotten together and teamed up against Mr. Baldwin?
- A. No, sir, I have nothing to do with the electrical end. Mr. Baldwin assumed that.
- Q. Even though you do not have anything to do with it, you said in your letter that Mr. Walker had added \$79.00 to your bill?
- A. That was in the space that I was to furnish the wire to.
- Q. When Mr. Baldwin got there you already had Mr. Walker there?
- A. No, sir, he talked to Mr. Baldwin.
- Q. Did you hear him talk to him?
- A. That is their testimony.
- Q. Did Mr. Baldwin go into detail with you as to what was said?
- A. Nothing no more than what - than that Walker called.
- Q. Didn't you testify when you were last on this stand here that you heard the contract made between Mr. Walker and Mr. Baldwin at the Caretaker's house in your presence?
- A. Yes, sir.
- Q. Then the agreement wasn't made by 'phone?
- A. I don't know about the telephone conversation; what they talked among themselves. Walker asked who was responsible for the bill and he said he was.
- Q. I am talking about the agreement that you said was made in

your presence between Mr. Baldwin and Mr. Walker, and was not made over the phone?

A. I don't know; they agreed who was to pay for the electrical wiring; Mr. Baldwin told him that he would pay for it.

MR. BLACKBURN: We offer in evidence copy of letter from Mr. Baldwin to Mr. Gipson--

MR. STONE: I will introduce the original. We offer in evidence letter under date of October 28th 1952 to Mr. G. R. Gipson signed by Mr. C. R. Baldwin, and ask that it be identified as Complainant's Exhibit 3.

ON RE DIRECT EXAMINATION OF COMPLAINANT BY MR. STONE, HE TESTIFIED:

Mr. Gipson, this extra plumbing that you have set out in your bill of complaint in the amount of \$10.00, I believe you testified on cross examination was taking this pipe up from the position under the house into the house, is that right?

A. That is right.

Q. Now I will ask you, Mr. Gipson, if you received this letter under date of September 5, 1952, addressed to G. R. Gipson, Fairhope, Alabama, and signed by Mr. C. R. Baldwin, Jr.?

A. Yes, sir.

Q. I will ask you, Mr. Gipson, if it does not state in that letter as follows: " 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, etc.---" Does that letter state that?

A. Yes, sir.

MR. STONE: We offer this letter dated September 5, 1952, in evidence and ask that it be identified as Complainant's Exhibit 4.

Q. I show you a letter, Mr. Gipson, dated April 12, 1952, addressed to Mr. G. R. Gipson, Fairhope, Alabama, and signed, C. R. Baldwin, Jr. Did you receive that letter?

A. Yes, sir.

Q. I will ask you, Mr. Gipson, it if does not state in this letter as follows: "So far as painting of the carekaker's quarters, I can not understand why you didn't figure on painting it, as it was my understanding that you were to put the same type building as you put up for the servant's quarters. However, if you did not figure the painting job, I don't want you to lose any money, so we will figure how much paint will be needed to put on three coats of paint the same as is put on the servant's quarters". Does that letter state that?

A. Yes, sir.

Q. Now is the paint on this building the same as the servant's quarters?

A. Yes, sir.

Q. Is the figure of \$89.40 as set out in Exhibit A. attached to your bill for labor and materials, correct?

A. Yes, sir.

Q. Is that figure the exact amount of labor and material that went into the painting of this cottage?

A. Yes, sir.

MR. STONE: We would like leave to introduce before we rest, a certified copy of the deed to Gulf Gate Lodge, Inc., and the plat which is in the other suit. We had intended to try this case tomorrow---

MR. BLACKBURN: Go ahead and introduce them and supply them later.

MR. STONE: We would like to introduce in the record, certified copy of quitclaim deed from C. R. Baldwin, Jr. and Maurine Baldwin, his wife, dated November 3, 1951, to Gulf Gate Lodge, Inc. recorded - filed for record on May 8, 1952, and recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Deed Book 180 N. S. at pages 360-61, and ask that it be identified as Complainant's exhibit 5. We would also like to introduce at this time a certified copy of the map of the Berkhart 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, and ask that the same be identified as Complainant's exhibit 6.

- Q. Mr. Gipson, I show you here a map of the Berkhart property - photostatic copy of the same, showing among other things, Lots 33, 40 and 41 of the Berkhart property. Is the caretaker's quarters and the pier located on Lot 40 of the Berkhart property?
- A. Yes, sir.
- Q. Now Mr. Gipson, that caretaker's cottage about which you have been testifying was constructed by you at the request of Mr. C. R. Baldwin, Jr., was it not?
- A. Yes, sir.
- Q. Have you completed your work on this caretaker's cottage?
- A. Yes, sir.
- Q. What did, Mr. Gipson, did you do the last item of work on that property?
- A. August 16, 1952.

THE COMPLAINANT RESTS.

MR. C. R. Baldwin, THE RESPONDENT, BEING FIRST DULY SWORN,  
TESTIFIED:

---

DIRECT EXAMINATION BY MR. BLAckburn.

Q. Are you Mr. C. R. Baldwin?

A. Yes, sir.

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

A. President of the Company and majority stockholder.

Q. You have heard Mr. Gipson's testimony. Did you receive from him this letter of July 9, 1952, that you heard me question him about?

A. Yes, sir.

Q. Do you have the original of that letter in your possession?

A. Yes, sir.

Q. Which we have asked you to supply in the Walker case?

A. Yes, sir.

Q. Will you supply a duplicate copp of that letter, and that exact copy we offer in evidence as Respondent's Exhibit 1.

Q. Mr. Baldwin, did you also receive from Mr. Gipson a letter dated April 6, 1952, which has in the second paragraph:  
"The paragraph and phrases relating to the bulkhead are not too bad, but the caretaker's quarters are too far overboard to salvage. I am sure you remember I told you the water line and power line was figured to the building only and the reason I did not make any estimate on outlets for either is that I did not know what you wanted--"

Did you receive that letter?

A. Yes, sir

Q. Do you have the original of that letter?

A. Yes, sir.

Q. That is the one that is to be introduced in the Walker case?

A. Yes, sir.

Q. Will you furnish the original - an exact copy of that letter?

A. Yes, sir.

MR. BLACKBURN: We will offer that letter in evidence as Respondent's  
exhibit 2.

Q. The contract that you had with Mr. Gipson whereby he was to erect this building for you for the sum of \$1531.92, I will ask you whether or not that included the wire from the service pole down to the house?

A. Yes, sir.

Q. I will ask you whether or not it included the water pipe from the pump at your Lodge or Hotel to the cottage?

A. Yes, sir.

Q. Was there any agreement with you and Mr. Gipson about that being black iron pipe?

A. Never.

Q. When and how did you find out that black iron pipe had been used?

A. When I came there and found out that he had put it in and George Stone complained about it.

Q. It had been placed in the building where Mr. Stone lived?

A. Yes, sir.

Q. And did you request Mr. Gipson to remove it, or did you demand



that he remove it?

A. I refused to pay him until he did remove it and replace it with the proper pipe so a person could drink the water from it.

Q. Did he then replace it with this plastic pipe?

A. He did.

Q. Was there any agreement on your part whatever to pay him anything extra for putting in the plastic pipe?

A. Not only that, but I refused to pay.

Q. You didn't agree to pay a price differential of \$59.00?

A. No, sir.

Q. Nor labor of \$103.00?

A. I did not.

Q. In reference to the paint, I will ask you was it your understanding that he was to paint the house in the same way as the servant's quarters?

A. That was our agreement; this was to be an exact duplication of the small cottage that he had just completed, and that had paint on it to the extent of three coats.

Q. When did you first find out that he had not painted this cottage?

A. I believe that he wrote to me relative to an over-charge of some amount of money - Like I have always done, when I do business with any one I don't want them to lose money on the deal and I got sympathetic and told him if everything was all right I would take care of that amount.

- Q. That was by way of compromise of this dispute?
- A. Yes, sir.
- Q. I hand you copy of your letter of October 28th to Mr. Gipson.  
Please examine those items at the top?
- A. Yes.
- Q. Now the original figure was \$1531.92?
- A. Yes, sir.
- Q. Additional ceiling also agreed on at \$59.60?
- A. Yes, sir.
- Q. Insulation at \$44.20?
- A. Yes, sir.
- Q. The insulation wasn't up to standard?
- A. My understanding was full batts; the idea actually was, it was to be a duplication of what was in the hotel and later on Mr. Gipson informed me that the insulation was half batts.
- Q. No dispute there?
- A. No, sir.
- Q. Additional plumbing item?
- A. No dispute there.
- Q. Electrical item of \$35.00 - if Walker claims that, you do not owe that?
- A. No, sir.
- Q. Sink stand agreed upon?
- A. Yes.
- Q. Light post for the wharf, \$19.00?
- A. Agreed on.

Q. The total would be \$1713.19?

A. Yes, sir.

Q. Having paid a total of \$900.00 would leave a balance of \$813.19? If there wasn't this duplication or over-lapping of claims?

A. Except the \$35.00.

Q. If Walker is not claiming \$35.00, you owe it to Gipson, but if you owe it to Walker, you do not owe it to Gipson?

A. That is right.

Q. Now at the time you were exchanging these letters with Mr. Gipson in the latter part of '52 and the early part of '53, had any of his creditors been after you in connection with money that Mr. Gipson owed to them?

A. Yes.

Q. Who were some of those?

A. Mr. Walker and the Gulf Shores Building Material Company.

Q. Mr. Peavey's outfit?

A. Yes, sir, and then certain conversation with Mr. Wingstrom.

Q. Who is he connected with?

A. United Appliance Company.

Q. You asked Mr. Gipson in this letter of October 28, 1952 for a full explanation of these over-lapping charges, and what was due Walker, etc. Did he ever furnish you that information?

A. He did not.

Q. I believe you stated here that in the case of Mr. Walker earlier today that Mr. Walker, through this testimony today, has not broken it down; he has given a lump sum and has not

broken down anything?

A. That is right.

Q. I believe you stated, in connection with other parties yesterday afternoon, that you measured the distance from the service pole to the house that Mr. Gipson built for you?

A. Yes, sir.

Q. What is that distance?

A. 485 feet.

Q. Let me give you a piece of paper and a pencil. Now in Mr. Walker's suit against you, he is attempting to charge you with 1,000 feet of 3/4" galvanized conduit at \$16.00 a hundred; what would 485 feet of that be at \$16.00 per 100?

✓ A. \$77.60.

Q. Now in Mr. Walker's suit against you he also claims compensation for 10-2 lead wire. Now he has a price of 720 feet at \$117.30 in one place and at another place he has 320 feet of 10-2 Lead wire at \$69.90. Have you determined the price of that wire?

A. Let's see - there was 700 and how much?

Q. What would 485 feet of this 10-2 Lead covered wire be worth at the price you ascertained per hundred?

A. \$19.10 per 100 - I believe that is \$92.64.

Q. I believe you heard Mr. Walker testify that his labor charge was \$3.00 an hour, didn't he?

A. Yes, sir.

Q. He said his helper got \$1.75 per hour. Now estimating that it would take two days to put in this 485 feet of Lead Covered

wire, what would that amount to?

A. \$48.00.

Q. You have not taken into consideration anything for switch boxes or any work inside of the cottage and the two flood lights that were installed - You have bought and sold electrical equipment?

A. Yes, sir.

Q. What, in your opinion, was the reasonable value of work and labor done inside of the cottage?

A. I couldn't say that; I wouldn't know, Mr. Blackburn.

Q. If, under your interpretation of the contract, Mr. Gipson was to furnish this line from the pole down to the cottage?

A. Yes, sir.

Q. And under that interpretation you owe Mr. Gipson for that work?

A. Yes, sir.

Q. On the other hand, if he, as he says in his testimony, that it wasn't in his contract, then you don't owe him for it?

A. That is right.

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

TESTIFIED:

Q. Mr. Baldwin, you are President of the Gulf Gate Lodge?

A. Yes, sir.

Q. This is an Alabama Corporation, is it not?

A. It is.

Q. And you were dealing with Mr. Gipson as President of the Gulf Gate Lodge?

A. I was.

Q. And this Caretaker's cottage and pier is located on property owned by the Gulf Gate Lodge?

A. Yes.

Q. When you were discussing with Mr. Gipson this laying of the wire - - this wiring from the pole or pump hoase to the cate-taker's cottage, whichever it was, did you all have the plan or idea to connect it in with the pump house and lay a wire under the ground to the caretaker's cottage?

A. There was some discussion - I said that I would prefer that Mr. Walker do the work - I left it up to Mr. Walker to recommend whatever he suggested.

Q. Did you all discuss tieing on at the pump house?

A. No, we didn't discuss tieing on at any place.

Q. You and Mr. Gipson did discuss this electrical service to the cottage?~~from the standpoint~~

A. From the standpoint that he was to bring electricity to the cottage.

Q. You told ~~him~~ him that you wanted Mr. Walker to do the work?

A. I did.

Q. You knew that Mr. Gipson was not an electrician?

A. That is correct.

Q. You requested that he have Mr. Walker do the work?

A. Correct.

Q. W hen did you first talk to Mr. Walker about this electrical work?

A. This particular work?

Q. Yes?

A. Mr. Walker, I believe, in his testimony, and I believe I

substantiated it, telephoned me in St. Louis and asked me who was to pay for this work.

Q. About when was that?

A. I have no idea.

Q. April - After April 6?

A. I couldn't say.

Q. You don't know whether it was before or after April 6th?

A. I don't know, sir.

Q. Was it after you sent Mr. Gipson the contract you typed up?

A. I wouldn't say that, because I am not sure.

Q. Was it after you received his letter of April 6th. and 7th?

A. I would not state what the date was.

Q. You don't know whether it was before or after?

A. No, sir.

Q. Do you know when Mr. Walker first started work there?

A. I believe the date Mr. Walker first started work there is the same day Mr. Nelson and I were there and we discussed the additional work.

Q. When was that?

A. I don't know; he evidently has a date on the bills.

Q. That is the day that Mr. Walker started the work?

A. Yes, sir.

Q. That is the date you discussed the wiring?

A. Additional wiring.

Q. What date, to the best of your knowledge and recollection was that?

A. I wouldn't say.

Q. Would you say that it was in 1952?

- A. Yes.
- Q. Would you say that it was in the summer?
- A. I would much rather not even give you the date, because I have no idea.
- Q. In other words, you don't know whether it was summer or Winter?
- A. I don't believe it was winter.
- Q. Was it spring?
- A. I believe it was.
- Q. Would you say it was as late as May?
- A. Well it was when Mr. Nelson came down there from California, whatever date that was is when it was; I believe you have some testimony there as to when he came down.
- Q. You heard Mr. Nelson testify in the Walker case?
- A. Yes. If you can get the date as to when Mr. Nelson came down here you can get the exact date.
- q. You don't remember of your own personal knowledge what the date was?
- A. I do not.
- Q. You wouldn't say it was May, June or July?
- A. I wouldn't say it was'nt in February.
- Q. Then you would not say it was before or after you got the letter from Mr. Gipson?
- A. I would not say it was before or after.
- Q. You would not say it was before?
- A. I would not testify it was after either.
- Q. Did Mr. Walker tell you at that time if you tied on to the pump



house with No. 12 wire in view of the fact that you had service already in the pump house and working the pump off of that that you wouldn't be able to tell whether the lights were on, even down there - on the pier - if you tied on at the pump house?

A. I don't know that there was any discussion about the pump house.

Q. Did he tell you, in substance, that the manner in which he had been told about the job was wrong? The manner in which it was to be done was wrong, and you would not get satisfactory service?

A. I don't remember that.

Q. You knew Mr. Gibson was not an electrician?

A. That is the reason I wanted Mr. Walker to do the work.

Q. Knowing that you knew that he would not be able to give you an estimate on the price of cable and pipe<sup>2</sup> and necessary fixtures in order to install this?

A. I figured that he would sub-contract it.

Q. Did you know on April 6, 1952, whether or not he had sub-contracted the job?

A. I believe you will find --

Q. Did you know?

A. I took it for granted that he had.

Q. No figure in there for electrical work?

A. A flat figure for the job.

Q. Didn't you testify in the Walker suit that you took his total figure and broke it down in \$1,000. and \$531.92?

A. Yes, sir.

Q. Didn't you testify that there was no definite figure for how much of that was electrical work and how much was labor and material and therefore you broke it down?

A. Do you want to know the reason?

Q. Didn't you testify to that?

A. Yes, I certainly did.

Q. No definite figure shown as to the amount of electrical work in the figure Mr. Gipson gave you?

A. That is right.

Q. You do not know of your own personal knowledge whether Mr. Gipson contracted with Mr. Walker to do that work?

A. I wasn't present.

Q. You don't know that of your own personal knowledge?

A. I wasn't present and I don't know.

Q. You do know that you discussed with Mr. Walker the cost?

A. I discussed with him - I never discussed the cost; Mr. Walker would never give me a figure.

Q. Talking about it?

A. I asked him for a figure and he would never give it to me.

Q. You did discuss the figures?

A. Yes, sir.

Q. Mr. Walker did not give you any figures?

A. He did not.

Q. Did you tell Mr. Walker that he had treated you right on the other jobs that he had done for you and that you figured he would treat you right on this job?

Q. You told him that in relation to the sign, too didn't you?

A. No, I did not.

Q. Now on the painting, Mr. Baldwin of this caretaker's cottage. There were three coats on the servant's quarters were there not

A. I don't know; I wasn't present when it was painted.

Q. Did Mr. Gipson tell you that there were three coats?

A. Yes.

Q. And there was a trim on there - green trim perhaps?

A. I believe there is.

Q. On the caretaker's cottage it is white with green trim?

A. Yes, sir.

Q. You don't know the number of coats on either?

A. No I don't.

Q. You wouldn't say there were not three coats on the servant's Quarters?

A. No.

Q. Now when did you send Mr. Gipson this contract which was prepared by you, or under your supervision, that you testified to in the Walker suit?

A. Is there a date on it?

Q. No?

A. No date on the contract?

Q. No. It says the \_\_\_ day of \_\_\_\_\_, 1952?

A. I believe one of my letters there states that.

Q. Did you send that to him in response to his letter of April 6th?

MR. BLACKBURN: April 6th. is where Mr. Baldwin says that he was enclosing the contract.

Q. Sent it to him after?

A. After that.

Q. Was it sent on April 12?

A. I imagine some where in that neighborhood.

Q. Did you write Mr. Gipson on April 12, 1952 that so far as the painting of the caretaker's quarters, I cannot understand why you didn't figure on painting it, as it was my understanding that you intended to put up the same type building that you had put up for the servant's quarters. However, if you did not figure the painting job, I certainly don't want you to lose any money, so we will figure how much paint will be necessary to put on three coats of paint - the same as put on the servant's quarters. Did you write him that?

A. I did.

Q. Did Mr. Peavey of the Gulf Shores Building Material supply Company, or Mr. Wingstrom of the United Appliance Company, give you any notice in writing that they were extending credit to Mr. Gipson for materials to be used on your property at Gulf Gate Lodge, Inc?

A. Not at the time.

Q. Didn't give you notice at the time?

A. No, sir.

Q. Did they give you notice at any subsequent time?

A. Mr. Peavey--

Q. When did they give you notice that they were extending credit to Mr. Gipson?

A. They informed me that they had.

Q. Didn't give you notice that they were?

A. That they had.

Q. Did they say that they intended to hold you liable ?

A. That they were going to try to hold me liable.

Q. When was this notice given?

A. I have no date.

Q. Was it the first part of 1953?

A. I would not say.

Q. What year was it in?

A. I would say 1952 or 1953.

Q. Mr. Baldwin, in your agreement with Mr. Gipson relative to the construction of this caretaker's cottage, did you specify plastic pipe to be used in laying the pipe from the pump/to the caretaker's quarters?

A. I specified the same construction was to be taken care of in that cottage as was taken care of in the cottage that he had just completed.

Q. Did you specify plastic pipe?

A. I didn't specify any.

Q. Did you specify galvanized pipe?

A. Taken for granted.

Q. Did you specify black pipe?

A. No.

Q. Was any mention made of the type?

A. The only specification was that it was to be the same as used in the hotel and other building and there was no black pipe used in either one of those buildings.

Q. Do you know of your own knowledge whether galvanized pipe was available at that time?

A. Mr. Wingstrom informed me that it was.

Q. Do you know of your own personal knowledge?

A. I do not.

Q. Did - you did request, did you not, Mr. Baldwin, Mr. Gipson construct this caretaker cottage for the Corporation there at the Gulf Gate Lodge?

A. I did.

Q. You requested the additional work of sheet rock in the ceiling of the cottage?

A. Yes, sir.

Q. You requested that the cottage be insulated, did you not?

A. Yes, sir.

Q. In addition to the price?

A. Yes, sir.

Q. That this extra plumbing be done?

A. Are you speaking of the sink?

Q. Running the pipe up into the cottage?

Q. How much was that?

Q. \$10.00?

A. Correct.

Q. You agreed that, or requested Mr. Gipson to run the pipe from below the cottage up to it?

A. I didn't request any particular type; I requested that a sink be provided for.

Q. In addition?

A. Yes.

Q. There was no sink provided in the original contract?

A. No, sir.

Q. Was there a lavatory in the original contract?

A. No, sir.

Q. Was there any plumbing in the original contract?

A. No, sir.

Q. Where was the plumbing to run?

A. Down to the cottage.

Q. Where did he run it?

A. Down there and up in there too.

Q. He ran it down to the cottage, is that right?

A. I'm trying to answer you this way; this was added before he was completely finished.

Q. The original caretaker cottage had no plumbing inside?--  
neither a lavatory or sink or commode?

A. That is right.

Q. Plumbing was to run to the caretaker's cottage?

A. Yes, sir.

Q. Was he to put any fixtures on the end there?

A. That was to be determined or designated later.

Q. the piping was not to run into the caretaker cottage?

A. That was later on.

Q. Wasn't it to be used for washing boats?

A. Cooking water and washing boats, etc.

Q. Was there a place to cook there?

A. He has a hot plate there.

Q. Was that hot plate in there - did you know that he was going to put the hot plate there and cook in there when the

contract was entered into?

A. Certainly.

Q. But you didn't provide in the original contract that the pipe was to be inside the caretaker's cottage?

A. That was later.

Q. You agreed to the additional plumbing of \$10.00?

A. Yes, sir.

Q. And the sink stand?

A. Yes, sir.

Q. Did you -- What then was the purpose of the pipe as originally agreed upon?

A. The original reason for the pipe was for the use of Mr. Stone - to supply him with living water so far as his cooking was concerned and drinking water and washing down boats and supplying boats that might dock there.

Q. Did Mr. Stone work for you at that time?

A. He doesn't work for me now?

Q. Then?

A. Then or now.

Q. Did he at that time work for you?

A. No, sir.

Q. Had he rented that cottage from you?

A. He doesn't rent from me.

Q. Does he live in the cottage?

A. He does?

Q. Does he work for you?

A. Reciprocal agreement or proposition.



Q. Does he work for you?

A. Reciprocal agreement or proposition.

Q. What sort of services does he render?

A. He takes care of my boats.

Q. Did you have that agreement with Mr. Stone when the caretaker's cottage was put up?

A. Yes, sir.

Q. You agreed to the additional work and requested the additional work of \$12.60 for the sink stand?

A. Yes, sir.

Q. You agreed and requested the additional work of the light post did you not?

A. I did.

Q. Agreed to the price of \$19.87 for that?

A. I did.

ON RE DIRECT EXAMINATION OF THE RESPONDENT BY MR. BLACKBURN:

Q. Mr. Baldwin, in this letter that Mr. Gipson wrote you on the 6th day of April, he referred to a copy - to a contract. Is that a copy of the contract?

A. Yes, I believe it is.

MR. BLACKBURN: We offer this in evidence and ask that it be identified as Respondent's Exhibit 3.

Q. Mr. Baldwin, why did you break down this item of \$1531.92 in one of your letters to Mr. Gipson?

A. That is exactly what I have been wanting to tell you. When the original contract was made I told Mr. Gipson that I was going to have to amortize the payment for the material over

approximately a four month period; I had figured that we would pay his labor, which was the money he had to put out weekly as it came due and would amortize the material cost over a period of four months, due to the fact that I had no available cash at that time, which I had had when he did this previous work; this was the first contract that I had ever had with Mr. Gipson; originally that was agreeable to him; when he got into the deal he found that all of the suppliers would not agree to the four month period; only one or two would agree to it, and that is why he kept throwing the contract back, in view of the fact that he wanted to throw out the four month period. He had not given me the amount as to how much the cost of the material was and how much the cost of the labor was, so I, myself, broke it down in the proportion that I would pay throughout the period.

Q. That method was agreed by him in your verbal agreement?

A. Yes, sir.

Q. And which was the only agreement that you ever had with him?

A. Yes, sir.

Q. Mr. Stone asked you about the creditors - if they ever gave you notice before they furnished the material?

A. No.

Q. They were harrassing you about the payment while you still owed Mr. Gipson a balance?

A. Yes.

Q. And Mr. Walker didn't enter into your Gipson contract for the ~~xxxx~~ erection of this house in any way or manner, did he?

A. No.

Q. When you came down here in May, I believe you testified in the other case - late May or June - when Mr. Nelson was with you - I believe you stated that Mr. Walker was there on the ground doing work?

A. Yes, sir.

Q. I believe you said he had the ditches dug between the cottage and the pole preparing to lay conduit?

A. I believe he was laying conduit below the bluff. He had gotten it dug down about half way to the caretaker's cottage.

Q. Between the Service pole and the caretaker's cottage?

a. Yes, sir.

Q. And you didn't ask him to do it?

A. No, sir.

ON RE CROSS EXAMINATION OF THE RESPONDENT BY MR. STONE:

Q. That contract was not signed?

A. No, sir.

Q. By neither of you?

A. No, sir.

Q. You just testified that Mr. Walker didn't enter into this contract at all. Is that right?

A. Why no, not in the contract. The only way Mr. Walker could enter into it was on my request that he be given the job.

Q. Didn't you request specifically that he be given the job?

A. I requested it.

Q. Didn't you do this because Mr. Walker had treated you fair and square in all of his other dealings with you?

A. I thought he had, yes.

ON RE RE DIRECT EXAMINATION OF THE RESPONDENT BY MR. BLACKBURN:

Q. I believe you stated that you built that cottage with the idea that Mr. George Stone would live in it and occupy it?

A. Yes, sir.

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

Q. Are you Mr. George Stone?

A. Right.

Q. Mr. Stone, do you know the Complainant in this case, Mr. G. R. Gipson?

A. Yes, sir.

Q. Did you know him during the year 1951 when he was erecting this cottage that you occupy for the Gulf Gate Lodge?

A. I did.

Q. Did you have any discussion with him relative to the pipe - type pipe he had used to run the water into that place?

A. I did.

Q. When and where did that conversation take place?

A. Very shortly after it was installed and before I moved in the place. I asked him why he put in black pipe and he said it was apparently immaterial to Mr. Baldwin. I said I have to use that water to drink and it also has to go in the tank

and he said lots of people drink out of the black pipe, and I said, I'm not, and it wound up that it was replaced with plastic pipe after I moved in.

Q. Did you communicate this to Mr. Baldwin? - the kind of pipe that was used?

A. Yes, sir.

Q. And Mr. Gipson later replaced it?

A. Yes, sir.

ON CROSS EXAMINATION OF THIS WITNESS BY MR. STONE:

Q. Do you know of your own personal knowledge what kind of pipe was specified and agreed on in the contract between Mr. Baldwin and Mr. Gipson?

A. I do not.

Q. Do you know of your own personal knowledge any of the terms of the agreement for the construction of the caretaker's cottage between Mr. Baldwin and Mr. Gipson?

A. I saw a contract, which Mr. Gipson was criticizing.

Q. Was the contract signed?

A. By Mr. Baldwin, not by Gipson.

Q. You don't know what their final agreement was as to the contract?

A. I don't think any was reached.

Q. Do you know whether they ever agreed?

A. No specification - no contract signed.

Q. How do you know that?

A. Both of them told me so.

Q. You don't know of your own personal knowledge?

A. Both of them didn't lie to me.

Q. Do you work for Mr. Baldwin?

A. I do not.

Q. Do you live there?

A. I do.

Q. Do you pay rent?

A. I take care of his boats in exchange for my rent.

Q. Did you work for Mr. Baldwin in May of 1952?

A. No.

Q. June, 1952?

A. No.

Q. Did you work for Mr. Baldwin in July?

A. No, sir.

Q. When did you go to work for him?

A. I never have gone to work for him.

Q. When did you go there to take care of the boats?

A. I built the boats in the spring of '52. under contract and I moved in the cottage to take care of the boats in exchange for the use of the cottage.

Q. Do you live in that cottage now?

A. I do.

Q. Do you know whether Mr. Baldwin owes Mr. Gipson money or not?

A. According to Mr. Gipson he does.

Q. You don't know whether he does or not?

A. I have never seen any cancelled checks or nothing.

Q. Do you know whether Mr. Baldwin owes Mr. Gipson any money?

A. Only what Mr. Gipson says.

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

TESTIFIED.

(L0)

Q. When Mr. Gipson was putting the water pipe into the cottage he knew that you were going to live there?

A. Certainly; that was the original intent.

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

Q. How did he know?

A. In a conversation between us all.

Q. When did you tell Mr. Gipson that you were going to live there?

A. When they were working on the bulk head.

Q. When?

A. In May, 1952.

Q. Where did the conversation take place?

A. On the grounds.

Q. Where?

A. On the Lodge grounds.

Q. What point?

A. At the bulk head he built around the slip.

Q. Who else was there?

A. Mr. Gipson and I.

Q. Nobody else?

A. A negro laborer.

Q. Did he hear the conversation?

A. Not as I know of.

Q. What else took place in that conversation?

A. Several of them--

Q. What else did you all discuss?

A. The bulk head.

Q. What else?

A. We actually set there and I outlined where I would want the windows and where I would want the stair way, and they were all changed according to Mr. Baldwin.

Q. You told Mr. Gipson where you wanted the stair way, but Mr. Baldwin changed that?

A. Yes, sir.

Q. What did Mr. Gipson say when you told him that you were going to live in the caretaker's cottage?

A. I don't remember if he said anything.

Q. You remember telling him that you were?

A. When I was telling him how I wanted the cottage on piling and where I wanted the stair way and where I would like to have a sink and etc. It was apparent that I was going to live in it.

Q. Did you tell him that you were going to live there?

A. Certainly.

Q. Did you tell him in so many words, or you wanted the sink here?

A. Son, I don't enter into things that I'm not interested in. I wanted him to get it finished so I could move in.

Q. This was May?

A. June too - It took him a month and two weeks.

Q. Just answer the question. This conversation took place in June?

A. That's right.

Q. What date, do you remember?

A. No.

Q. You don't remember whether it was the first or last part of Jun



June?

A. First part of June.

Q. You were present and Mr. Gipson was present?

A. And a negro laborer ~~xxxx~~ was present - the three.

Q. The conversation took place at the bulk head there and on the exact spot where the building is setting?

A. On the exact spot.

Q. And were these negroes present up there? - Did they move up there with you?

A. No, they were working on the bulk head.

Q. They were not present when you told him where you wanted the windows?

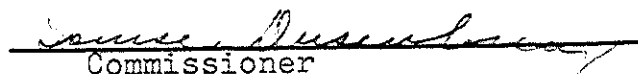
A. No.

MR. BLACKBURN: We rest with the understanding that these instruments that we have offered be supplied and that we amend our answer in accordance with the testimony.

MR. STONE: We rest.

---

Answered and sworn to before me this 23rd day of  
June, 1953.

  
Commissioner

FILED

JUL 21 1953

ALICE A. DICK, Register

2945

STATE OF ALABAMA

STATEMENT OF LIEN

BOOK 004 PAGE

49

BALDWIN COUNTY

G. R. GIPSON, files this statement in writing, verified by the oath of G. R. Gipson, who has personal knowledge of the facts herein set forth.

The said G. R. Gipson claims a lien upon the following described property situated in Baldwin County, Alabama, to-wit:-

One (1) caretaker's house located on Lot Forty (40) of the Map of the Burkhart 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 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.

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 One Thousand Sixty-six and 36/100 Dollars (\$1,066.36) with interest from to-wit, August 16, 1952, for labor and materials furnished by G. R. Gipson.

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

*G. R. Gipson*  
Claimant.

STATE OF ALABAMA

BALDWIN COUNTY

Before me Oliver L. Miller, a Notary Public, in and for the County of Baldwin, State of Alabama, personally appeared G. R. Gipson, who being duly sworn, doth depose and say:

BOOK 004 PAGE 50

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.

J. H. Simpson

Sworn to and subscribed before me this 15<sup>th</sup> day of January, 1953.

Alice L. Miller  
Notary Public, Baldwin County, Ala.

STATE OF ALABAMA, BALDWIN COUNTY  
Filed 1-16-53 ..... 4 P. M.  
Recorded Ex. Lien book 4 page 4950  
W. R. Stuart  
Judge of Probate

Com  
Sept 1

Robertsdale, Ala., Aug 14, 195 2

M. C. P. Gibson

Fairhope

# United Appliance Company

DEEP and SHALLOW WELLS — ELECTRIC and GAS APPLIANCES  
PLUMBING and HEATING

350 ft. 3/4" Blk Pipe	45.50
325 1/2 ft. 3/4" Plastic Pipe	57.86
	103.36
3% tax	3.57
	107.93
Returned pipe + fittings	48.13
	59.80

Accepted by  
United Appliance Co  
Frank Thomas



FLAGS - BANNERS  
FEZES  
PENNANTS

# BALDWIN REGALIA COMPANY

MANUFACTURERS

704 WASHINGTON AVENUE

SAINT LOUIS



CHENILLE, EMBROIDERED  
AND FELT  
LETTERS AND EMBLEMS

October 28, 1952

Mr. G. R. Gipson  
Fairhope, Alabama

Dear Sir:

Enclosed you will kindly find a check for \$400.00 as part payment of the indebtedness I owe you on the cottage for George Stone at Gulf Gate Lodge. As it now stands I have paid you \$900.00 on the following items:

Original figure for construction work	\$1531.92
Ceiling, additional	59.60
Insulation, additional	44.20
Plumbing, additional	10.00
Electrical work, additional	35.00 ✓
Sink stand, additional	12.60
Light posts for wharf, additional	19.87
	<u>\$1713.19</u>
Paid --	900.00
	<u>\$ 813.19</u>

I wish you would kindly pay at least \$300.00 of this check to the Gulf Shore Builders. I understand this firm is a very small concern and needs their money. I believe they have been extremely patient while your and my differences have been going on. You were well aware of the conditions when you took on this job, but they, no doubt, were not informed as to our original agreement. Immediately upon this payment being made, I wish you would kindly send me an invoice showing credit for the amount paid.

I wish you would also let me know how much of this full indebtedness is for the work supplied by Mr. Walker on this job. The amount that you owe him on this job must be paid by you as well as the additional \$35.00 for the installations within the building. If you do not wish to handle it in this manner, please let me know at once as Mr. Walker is making claims for work at Gulf Gate Lodge which are considerably confused so far as my records are concerned. I do not know if there are overlapping charges on your work, the additional work on the building, etc.

I will have another check for you next month to bring this total figure down considerably. I am sending a copy of this letter to the Gulf Shores Builders for their information.

Yours very truly,

*C. R. Baldwin, Jr.*  
C. R. Baldwin, Jr.



FLAGS - BANNERS  
FEZES  
PENNANTS

# BALDWIN REGALIA COMPANY

MANUFACTURERS  
104 WASHINGTON AVENUE  
SAINT LOUIS



CHENILLE, EMBROIDERED  
AND FELT  
LETTERS AND EMBLEMS

September 5, 1952

*Com Exp 5 in Washers vs 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.



Book 180, page 366

BOOK 180 PAGE 216

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 Kee Grant) Township 9 South, Range 5 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 Anderson 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.

BOOK 180 PAGE 217

Book 180, page 217

Laura Anderson  
Notary Public

STATE OF ALABAMA, BALDWIN COUNTY

Filed 5-8-52 ..... 8 a. m.

Recorded ..... book ..... page .....

and I certify that the following Privilege Tax has been paid.

Deed Tax ..... 50 .....

Mortgage Tax .....

W.R. Stewart  
Judge of Probate

By [Signature] .....



THE STATE OF ALABAMA, { PROBATE COURT  
Baldwin County

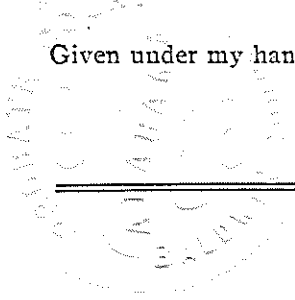
I, W. R. STUART, Judge of the Probate Court in and for said State and County, hereby certify that the within and foregoing Two photostatic pages contain a full, true and complete copy of the Deed from G. R. Baldwin, Jr. and Wife to Gulf Gate Lodge, Inc.,

as the same appears of record in my office in Deed Book No. 180 N.S.  
Page 360-361.

Given under my hand and seal of office, this 30th day of June, 1953.

W. R. Stuart

Judge of Probate



*Res Exp 3  
Gipson Corp*

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' 30% 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 3/8" - 18' @\$.45	486.00
22 Pile 3/8" - 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

GIPSON VS. GULF GATE LODGE  
Respondent's Exhibit 1,  
Page 26, Tr.

Fairhope, Ala.  
July 9, 1952

C  
O  
P  
Y

*Wipson*  
*Exp 1 P 26*

Mr. C. R. Baldwin, Jr.  
704 Washington Ave.  
St. Louis, Mo.

Dear Sir:

Inclosed you will find invoice from Gulf Shores Building Supply Co. You said in your letter you knew nothing of this bill. Naturally you would not because it was made to me as we agreed for the caretakers quarters. If you will check your carbon copies to me for the month of April, possibly 1st to 15th, maybe earlier, you said in effect: that it would be satisfactory to handle this part of the job same as we did the servant quarters.

I note by your letters you refer to a contract. When did you send me one? I don't have any, This entire job was finished without any signed contract. I am sure you know why I did not sign any of them.

Mr. Baldwin I am at a loss to know why you have changed your personal attitude toward me which is purely immaterial to me, but this has gone far enough as far as business is concerned. I will tell you what has happened if that is your intention then you should be satisfied. You recall the afternoon Harvey and yourself came by on your way to Mobile we discussed materials. I told you that the material for the bulkhead and walks was all that could be arranged to pay for on monthly payments and you mentioned that the caretakers quarters could be taken care of in two payments and the final payment would be made when complete and inspected and accepted. You may also recall the fact that it would be necessary for me to buy material from several places to due to kinds of material, prices, etc. I did that to make you as low a price as I did and to paralell this job with the servant qtrs. All materials were billed to myself and not you -- so you can see why you have no knowledge of such a bill and you will note who this one is made out to and is expected to pay it. If it was your intention to foul up my credit with the people I do business with to make my living I wish to congratulate you on a very effective job.

I still have not got all my outstanding bills -- the largest ones besides Gulf Shores Bldg. Supply is plumbing and wire. You saw Walker put \$79.00 onto my bill for conduit the size of wire was increased from #12 to #10 I have not ask you for any additional money for this, however I do feel that you should pay the material cost of this as you are the one whom will have the benefit.

Relative to the foolish talk you mentioned I may tell you this the only ones I have mentioned any phase of our business to was the ones directly concerned as I told you in the letter with the statement all of these bills were collectable within 30 days. I was forced to tell them something to satisfy their demands and when I told them you wanted to pay in 4 monthly payments None of them were happy. I am sure that was why Peavy called you of Gulf Shores Bldg. Supply. All I told any of them was that you and myself had not reached a settlement. I also told them when you mentioned the monthly payment

deal I went back and ask if they would consider that and you know what they said to that. So now you can do whatever you want to about this bill pay it or try to forget it, and about discrediting you to the merchants of the area of your friend you may do whatever is your pleasure -- as you know you have been strictly the dealer since I met you in December of 1950 and until this job I truthfully say it has been a pleasant acquaintance, now if you want to test the laws of Alabama relative to this bal. due situation in mention you still have the deck, deal it out. I have waited 30 days for a settlement I think that is long enough you know as well as I do that \$875.17 is not the correct figure for the labor involved and we have not made any original agreement other than you agreed to pay when I finished. the letter that the check followed to Gulf Gate Lodge had an unreasonable provision for me. Now if you want to send a check for the balance I will turn the keys over to Mrs. McGinnis or whoever you name. Until then I keep the keys as I said before I have no contract or anything but some debts to show and as of now you have not paid one cent on the caretakers quarters. I am sure you understand that, if you want the check of \$875.17 to go as part payment write Mrs. McGinnis to that effect and also send me a copy of the same. I will accept same.

If I should find it necessary to file any lein against your property would that show any manhood on my part would it be good advertising for your interest at Orange Beach. I am sure you know about these things as you seem anxious and willing to use your attorneys. Lets let this be the last resort. I still have resorses of livehood and don't intend to pay any court cost or attorney fees. You can ignore this letter if you desire. I still expect a settlement and soon.

As I said previously in this letter you may do as you like about this bill. I do know it is correct and just. I have checked it to my satisfaction as you will note a balance from May of \$605.40. I was expecting half payment when the roof was on the caretakers quarters. I have only paid \$225.00 to these people and I am sure they want their money but this is my bill.  
Understand.

Yours truly,

/s/ G. R. Gipson

C  
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Y

Fairhope, Ala.  
July 9, 1962

Mr. C. R. Baldwin, Jr.  
704 Washington Ave.  
St. Louis, Mo.

Dear Sir:

Inclosed you will find invoices from Gulf Shores Building Supply Co. You said in your letter you knew nothing of this bill. Naturally you would not because it was made to me as we agreed for the caretakers quarters. If you will check your carbon copies to me for the month of April, possibly 1st to 15th, maybe earlier, you said in effect: that it would be satisfactory to handle this part of the job same as we did the servant quarters.

I note by your letters you refer to a contract. When did you send me one? I don't have any. This entire job was finished without any signed contract. I am sure you know why I did not sign any of them.

Mr. Baldwin I am at a loss to know why you have changed your personal attitude toward me which is purely immaterial to me, but this has gone far enough as far as business is concerned. I will tell you what has happened if that is your intention then you should be satisfied. You recall the afternoon Harvey and yourself came by on your way to Mobile we discussed materials. I told you that the material for the bulkhead and walks was all that could be arranged to pay for on monthly payments and you mentioned that the caretakers quarters could be taken care of in two payments and the final payment would be made when complete and inspected and accepted. You may also recall the fact that it would be necessary for me to buy material from several places to due to kinds of material, prices, etc. I did that to make you as low a price as I did and to parallel this job with the servant qtrs. All materials were billed to myself and not you -- so you can see why you have no knowledge of such a bill and you will note who this one is made out to and is expected to pay it. If it was your intention to foul up my credit with the people I do business with to make my living I wish to congratulate you on a very effective job.

I still have not got all my outstanding bills -- the largest ones besides Gulf Shores Bldg. Supply is plumbing and wire. You saw Walker put \$79.00 onto my bill for conduit the size of wire was increased from #12 to #10 I have not ask you for any additional money for this, however I do feel that you should pay the material cost of this as you are the one whom will have the benefit.

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deal I went back and ask if they would consider that and you know what they said to that. So now you can do whatever you want to about this bill pay it or try to forget it, and about discrediting you to the merchants of the area of your friend you may do whatever is your pleasure -- as you know you have been strictly the dealer since I met you in December of 1950 and until this job I truthfully say it has been a pleasant acquaintance, now if you want to test the laws of Alabama relative to this bal. due situation in mention you still have the check, deal it out. I have waited 30 days for a settlement I think that is long enough you know as well as I do that \$875.17 is not the correct figure for the labor involved and we have not made any original agreement other than you agreed to pay when I finished. The letter that the check followed to Gulf Gate Lodge had an unreasonable provision for me. Now if you want to send a check for the balance I will turn the keys over to Mrs. McGinnis or whoever you name. Until then I keep the keys as I said before I have no contract or anything but some debts to show and as of now you have not paid one cent on the caretakers quarters. I am sure you understand that, if you want the check of \$875.17 to go as part payment write Mrs. McGinnis to that effect and also send me a copy of the same. I will accept same.

If I should find it necessary to file any law against your property would that show any meanness on my part would it be good advertising for your interest at Orange Beach. I am sure you know about these things as you seem anxious and willing to use your attorneys. Lets let this be the last resort. I still have resources of livelihood and don't intend to pay any court cost or attorney fees. You can ignore this letter if you desire. I still expect a settlement and soon.

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Understand.

Yours truly,

/s/ G. R. Gibson

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Gipson vs. Gulf Gate Lodge,  
Respondent's Exhibit 2"  
Page 27 Tr.

*Gipson*

Fairhope, Alabama  
April 6, 1952

*Ed  
Pa 7*

Mr. C. R. Baldwin, Jr.  
704 Washington Ave.  
St. Louis, Mo.

Dear Sir:

Inclosed you will find the original copy of your contract for your recon- sideration.

The paragraphs and phrases pertaining to the bulkhead are not too bad but the caretakers quarters is too far overboard to salvage, I am sure you remember I told you the waterline and power line was figured to the building only and the reason I did not make any estimate on outlets for either is I did not know what you wanted therefore was at a complete loss as to what to shoot at. So now that you have named it if you wish you may add \$5.00 for each base or plug in type receptacle and \$7.50 for ceiling drops, this is labor and material. the same applies to the insulation. None was figured because the inside of this building was not to be ceiled. If you want it insulated at \$.07 $\frac{1}{2}$  per sq. ft. you have about 440 sq. ft. about \$33.00 and about \$10.00 for labor. Add all this and any other like items to the \$1531.92 before you send this back (\$5.00 for eachwater outlet.)

I have already obligated myself on the strength of Mrs. McGinnis' telephone call to you last week for a jet and the other necessities to get the pileing down for this reason I will hold onto the second copy of the contract but I will not start until Tuesday. That is as late as I can wait before taking this equipment out. You should have this letter before the close of business that day then you can call me if you do not wish to make these allowances. As I said the contract relative to the bulkhead is o.k. the figure I quoted you on the caretakers quarters is just as low as possible to make and it does not include paint either. We have plenty time to figure this before we get to it if you want me to paint it.

I may call your attention to the last paragraph of this contract relative to the figures. Read carefully the printed amount and you have the first payment quite a ways from the beginning of the job. As you know it is the custom to deposit 1/3 down on a contract unless otherwise agreed upon. We mentioned this caretakers quarters as being the final payment of the job the reason I did not break it down as I did the bulkhead most of the materials will come from a different place and I will take care of the material myself so you may consider this when you rewrite the contract.

I am sure Bobby will write you this coming Mon. about the trees. I have figured every way to keep from buying more material and doing the job as cheap as possible. I have about 6 or 8 more hours work on the boxes. We were rained out last week but I believe you will be pleased. I will write you on this as soon as we have finished.

Respectfully yours,

/s/ G. R. Gipson

C  
O  
P  
Y

Fairhope, Alabama  
April 6, 1962

Mr. G. R. Baldwin, Jr.  
704 Washington Ave.  
St. Louis, Mo.

Dear Sir:

Inclosed you will find the original copy of your contract for your recon- sideration.

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Respectfully yours,

/s/ G. R. Gipson



BALDWIN

FLAGS - BANNERS  
FEZES  
PENNANTS

# BALDWIN REGALIA COMPANY

MANUFACTURERS

704 WASHINGTON AVENUE

SAINT LOUIS



BALDWIN

CHENILLE, EMBROIDERED  
AND FELT  
LETTERS AND EMBLEMS

*Don Exp 6*

June 12, 1952

Mr. G. R. Gipson  
Fairhope, Alabama

Dear Gip:

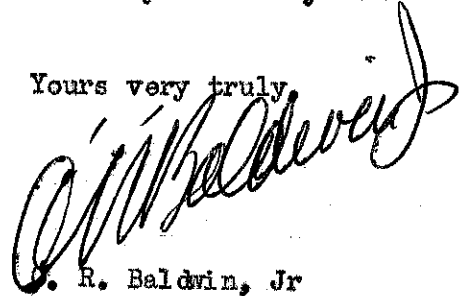
Your letter of June 11 has just been received. I note your remarks relative to having talked to Michael Baldwin and that you arrived at a conclusion as to how the building should be anchored. I note your remarks relative to having consulted several parties as to cyclone prevention, etc. I don't believe very many of those cottages, hotels, or anything else along the Gulf coast would withstand a cyclone as you have mentioned, so it won't be necessary to safeguard this ~~xxxxxxxxxxxxxxxx~~ coop in this manner. I am very pleased that the job is finally done and George Stone will be able to move in. As I want this to be inspected by George, Don, and Mrs. McGinnis, I have sent a check for \$875.17 which is the final amount for labor as originally agreed by you. The other charges which are material and also the charge which you have seen fit to make for additional work on the bulkhead will be paid for as I originally agreed to in four monthly payments. I also note that you are charging me for the electrical equipment and also for the plumbing. I wish, therefore, that considering the fact that you are charging these amounts, that you will have Mr. Walker informed of this fact and he in turn will send me a complete list of charges he intends to make for the work I have told him to do on the wharf. It was my understanding when I spoke with him last that the lighting in the building was to be put on this bill and charged directly to me by him. I took it for granted that Mr. Wegstrom would do the same on the plumbing, however, I would much rather handle the plumbing directly with you so there will be no bill of any kind coming from the plumber.

There are a few items which seem to be a difference of opinion. I received a bill which was agreed on by Bill Bain and myself of \$118.21 for the work you did extra on the bulkhead. I will be very frank with you that I in no way considered that I should pay even \$.01 of this bill, but Bill convinced me that considering the fact that you had told him that you were making very little on the job, that we should split this bill between us and pay you this amount. This I agreed to, but it now appears as though there has been an additional amount of \$9.08 added to it. You will kindly collect this amount from Bill as I only agreed to pay one-half of the above mentioned figure. You also have an amount of \$56.80 listed for nails on the bulkhead. The original amount which you quoted me and which I agreed to was \$51.00. This is an over charge of \$5.80. The other charges seem to be perfectly in order. The ceiling you listed in your letter of May 5 of \$59.60, in-sultion of \$44.20, two plumbing outlets \$10.00, two ceiling electrical outlets and four base plugs \$35.00. The additional charge of \$12.60 for the sink stand I consider perfectly satisfactory. The light posts for the wharf at \$19.87 I also consider perfectly satisfactory. I do, however, definitely

object to the charge of \$89.40 for painting the building which was supposed to be complete and ready to occupy when final payment was to be asked for, and when a definite figure had been made by you and accepted by me. When you and I agreed that I could afford to do this work, I told you very explicitly that the only part that I was in any way able to pay for at the present time was your labor and that all material would have to be paid for in an amortized manner over a four months period. You, at that time, listed how much it would cost for the bulkhead and how much material would be used for the bulkhead and gave me a flat figure as to my cost for putting up the building. We both agreed that this could be done in this manner. It now appears that you wish to collect for the material you have used in the building. I believe you will have to inform your suppliers as I originally thought you had that they will be paid as we originally agreed. I sincerely trust that this will be perfectly satisfactory with them and with yourself.

I have sent the check I mentioned above to Mrs. McGinnis who I have given complete authority to examine the job with Mr. McGinnis and George Stone, and that they are to turn the check over to you after examination has proven satisfactory and the keys have been turned over to George Stone for occupancy. I am doing this rather than waiting for a reply to come back from Mrs. McGinnis as to everything being satisfactory due to the fact that I am leaving St. Louis Saturday and will not return for a period of time, and I do not want this money held from you any longer than is absolutely necessary as I know you have bills to pay.

Yours very truly,



C. R. Baldwin, Jr

CRB:ca