

414

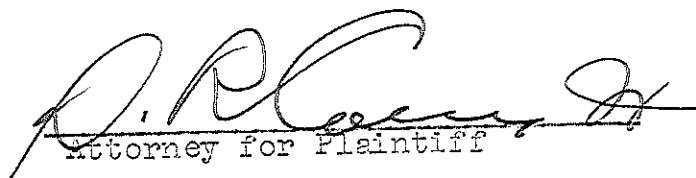
G. V. WARD,)
Plaintiff,)
-vs-) IN THE CIRCUIT COURT OF
TOWN OF FAIRHOPE, a municipal)
corporation,) BALDWIN COUNTY, ALABAMA.
Defendant.)

Comes the Plaintiff and with leave of Court first had and obtained, amends Counts One and Two respectively of the complaint filed herein, to read as follows:

COUNT ONE: Plaintiff claims of the Defendant the sum of \$2500.00 damages for that on, to-wit, the first day of November, 1937, when he was engaged in the operation of a restaurant or cafe in the Town of Fairhope, Alabama, in connection with the operation of which it was necessary and convenient that he use electricity and water, the Defendant, which was then and there engaged in the furnishing of electric and water service in said Town of Fairhope, Alabama, and to said Plaintiff for use in the operation of his said business, for remuneration, and while he was not in default, in payment therefor, and knowing the facts and that if Plaintiff was deprived of the use of water and of electricity, he would be grievously damaged and injured, and his business damaged, wrongfully and unlawfully and without any just reason or excuse, discontinued electric and water service to his said place of business, so that a lot of fruits, vegetables and meats which the Plaintiff then and there had on hand for use in the operation of his business, were damaged and lost; he was unable to continue the operation of his business, and was compelled to close the same, and his business became and was a total loss to him; all as a proximate consequence of the unlawful and wrongful conduct of the Defendant as aforesaid, and to the damage of the Plaintiff in the sum of \$2500.00.

COUNT TWO: Plaintiff claims of the Defendant the sum of \$5000.00 damages for that on, to-wit, the first day of November, 1937, the Defendant was a corporation, and as such was engaged in supplying electric and water service to the resi-

dents of the Town of Fairhope, Alabama, including Plaintiff, for remuneration; that at said time and place, the Plaintiff was a resident of the Town of Fairhope, engaged in the operation of a restaurant business, in connection with which it was necessary and convenient for him to keep on hand supplies of fresh meats, groceries and vegetables, and it was absolutely necessary that he have adequate electric and water service, all of which facts were then and there well known to the Defendant. That at such time and place he had contracted with Defendant for electric and water service for use in his said business, and Defendant was supplying him with same for remuneration, and he was not in default in payment therefor. That, notwithstanding these facts, and with the full knowledge thereof, the Defendant wantonly and willfully injured the Plaintiff by discontinuing electric and water service to his said place of business, without lawful reason or excuse, on, to-wit, the 1st day of November, 1937; as the result whereof the Plaintiff suffered the loss of a lot of vegetables, meats and food supplies, his business was totally ruined and became a total loss to him, all as a proximate consequence of the willful and wanton conduct of the Defendant as aforesaid, and to the Plaintiff's damage in the sum of \$5000.00.


Attorney for Plaintiff

Plaintiff demands a trial by Jury.


Attorney for Plaintiff.

Worcester

vs

James J. Standage

4/14

Amendment to Complaint

Filed August 18, 1938

R. S. Devick, Clerk

G. V. WARD,)	IN THE CIRCUIT COURT OF
Plaintiff,)	
)	BALDWIN COUNTY, ALABAMA.
vs.)	
)	AT LAW.
TOWN OF FAIRHOPE,)	
Defendant.)	

Comes the defendant in the above entitled cause and moves that the plaintiff be non-suited in this cause, and for grounds therefor says:

That said complaint shows on its face that if the defendant is liable at all, some agent, officer or employe of the said defendant is also liable for the act complained of, and such agent, officer or employe is not made a party defendant to said suit.

W. C. Beebe

Attorney for Defendant.

G. S. Duck

RECORDED 8-271

Motion for Non-Suit

Filed August 18, 1885
P. S. Duck, Clerk

G. V. WARD,

Plaintiff,

vs.

TOWN OF FAIRHOPE,
a Municipal Corpora-
tion,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

Comes the defendant in the above styled cause, and demurring to plaintiff's complaint and to each Count thereof, separately and severally, says:

FIRST: That said complaint does not state a cause of action.

SECOND: Said complaint does not allege that the Town of Fairhope was under any legal or contractual obligation to furnish electricity and water to the plaintiff.

THIRD: Said complaint does not allege that the defendant breached any duty imposed by law or by contract on the defendant to continue electric and water service to the plaintiff's place of business.

FOURTH: Said complaint does not allege that an injury or wrong was done or suffered through the negligence, carelessness or unskillfulness of some agent, officer or employe of the defendant engaged in work therefor.

FIFTH: For aught that appears from said complaint the damage to the plaintiff was the result of his own negligence or misconduct.

SIXTH: It does not appear from the said complaint that the alleged damage to the plaintiff was the result of any breach of any legal or contractual obligation on the part of the defendant to the plaintiff.

SEVENTH: It does not appear from the said complaint that the alleged damage to the plaintiff was the proximate result of any negligence, carelessness or unskillfulness of some agent, officer or

employee of the defendant engaged in work therefor.

EIGHTH: For aught that appears from said complaint that the action complained of was done by the Town of Fairhope in the performance of a governmental function.

Beebe Hall & Beebe
Attorneys for Defendant.

G. V. WARD,
Plaintiff,

vs.

TOWN OF FAIRHOPE,
a Municipal Corporation,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

414

DEMURRER.

Filed February 23, 1938

R. S. Duck, Clerk.

G. V. WARD,

Plaintiff,

vs.

TOWN OF FAIRHOPE, a
Municipal Corporation,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

COUNT ONE: Plaintiff claims of the Defendant the sum of \$2500.00 damages for that on, to-wit, the 1st day of November, 1937, when he was engaged in the operation of a restaurant or cafe in the Town of Fairhope, Alabama, in connection with the operation of which it was necessary and convenient that he use electricity and water, the Defendant, which was then and there engaged in the furnishing of electric and water service in said Town of Fairhope, Alabama, and to said Plaintiff, and knowing the facts and that if Plaintiff was deprived of the use of water and of electricity, he would be grievously damaged and injured, and his business damaged, wrongfully and unlawfully and without any just reason or excuse, discontinued electric and water service to his said place of business, so that a lot of fruits, vegetables and meats which the Plaintiff then and there had on hand for use in the operation of his business, were damaged and lost; he was unable to continue the operation of his business, and was compelled to close the same, and his business became and was a total loss to him; all as a proximate consequence of the unlawful and wrongful conduct of the Defendant as aforesaid, and to the damage of the Plaintiff in the sum of \$2500.00.

COUNT TWO: Plaintiff claims of the Defendant the sum of \$5000.00 damages for that on, to-wit, the 1st day of November, 1937, the Defendant was a corporation, and as such was engaged in supplying electric and water service to the residents of the Town of Fairhope, Alabama. That at said time and place, the Plaintiff was a resident of the Town of Fairhope, engaged in the operation of a restaurant business, in connection with which it was

necessary and convenient for him to keep on hand supplies of fresh meats, groceries and vegetables, and it was absolutely necessary that he have adequate electric and water service, all of which facts were then and there well known to the Defendant.

That notwithstanding these facts, and with the full knowledge thereof, the Defendant wantonly and willfully injured the Plaintiff by discontinuing electric and water service to his said place of business, without lawful reason or excuse, on, to-wit, the 1st day of November, 1937; as the result whereof the Plaintiff suffered the loss of a lot of vegetables, meats and food supplies, his business was totally ruined and became a total loss to him, all as a proximate consequence of the willful and wanton conduct of the Defendant as aforesaid, and to the Plaintiff's damage in the sum of \$5000.00.


ATTORNEY FOR PLAINTIFF

Plaintiff demands a trial by jury.


ATTORNEY FOR PLAINTIFF

RECORDED, Dec
8-1916

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

G. V. WARD,

Plaintiff,

vs.

TOWN OF FAIRHOPE, a Municipal
Corporation,

Defendant.

COMPLAIN

Filed January 31, 1918
P. S. Carter, Clerk

D. R. COLLEY, JR.,
ATTORNEY FOR PLAINTIFF.

Executed Feb 10th 1918
by serving copy of within summons and
Complaint on

Stewart Judge
as Mayor of the
Municipality of Fairhope

M. H. Blackstone
By *John A. Blackstone* Deputy Sheriff

THE STATE OF ALABAMA, }
Baldwin County.

No. 414

CIRCUIT COURT

JANUARY

1938

To Any Sheriff of the State of Alabama :

You are hereby commanded to summon

TOWN OF FAIRHOPE, a Municipal Corporation,

to appear and plead, answer or demur, within thirty day from the service hereof, to the Complaint filed in
the Circuit Court of Baldwin County, State of Alabama at Bay Minette, Ala., against

TOWN OF FAIRHOPE, Defendant by G. V. WARD,

Plaintiff

Witness my hand this 31st day of January 1938

[Signature] Clerk.

COMPLAINT

G. V. WARD, Plaintiff versus TOWN OF FAIRHOPE, a Municipal Corporation,

The Plaintiff claims of the Defendant

TWENTY-FIVE HUNDRED (\$2500.00) Dollars, due by

for damages

Plaintiff's Attorney.

[illegible]

o'clock, ----- M., this ----- day of ----- 193----- levied

Returned this 20th day of January 1941 no property
of the plaintiff found in Baldwin County
W.R. Stuart Sheriff
By M. B. Hamilton D.S.

COLLECTION COSTS FROM

The State of Alabama, {
BALDWIN COUNTY

I hereby certify that the within-----
and costs in this case are correct, and there was
-----waiver of exemption as to personal prop-
erty under the Constitution and Laws of Ala-
bama.

This ----- day of ----- 193-----

Clerk.

Received in office November 20

1940
W.R. Stuart
Sheriff

Sheriff's Execution Docket, Page-----

Sheriff's Fee Book,----- Page 414

Sheriff

No. 414 Page

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT

H. V. Ward,

Plaintiff

vs.

Down by Fairbairn, a
municipal corp.-

Defendant

Civil Execution for Costs
Against Plaintiff

Costs - - - - - \$ 12⁰⁰

Civil Fee Book----- Page-----

Execution Docket----- Page-----

Filed November 20, 1940

R. S. Duvall Clerk.

D. R. Coley, Jr.
Plaintiff's Attorney

Baker + Hall

Defendant's Attorney

Received in Sheriff's Office
this 20 day of Nov- , 1940
W. R. STUART, Sheriff

CIRCUIT COURT

H. V. Ward

Plaintiff

VS.

Term, 193____, of the Circuit Court of said County,

DEAR SIRs: At the

for the sum of

besides

besides _____ Dollars, cost of suit, and execution
was duly issued thereon, commanding any Sheriff of the State that he cause to be made of the goods and chattels, land and tene-

ments of said

the amount of the judgment and costs, and the Sheriff has returned said exception indorsed, "No Property Found," and the costs have never been paid. In order to save you the additional expense of an execution against you, I herewith inclose an itemized statement of the costs which have accrued in said cause, and respectfully request that you will, on receipt of this, remit the amount. If I do not hear from you in a few days I will forward the execution to the Sheriff of your County for collection.

Respectfully yours, _____, Clerk.

CLERK'S FEES		@	Amount	SHERIFF'S FEES		@	Amount
1	Issuing Summons and Complaint,	\$1.25		1	Levying..... Attachment,	\$3.00	
2	Issuing..... copies thereof,	30	25	2	Entering and returning..... Attachment,	25	
3	Making every copy thereof, when over 200 words, per 100 words	15	30	3	Summoning..... garnishee and return,	1.50	
4	Entering..... Sheriff's return or copy thereof	20	25	4	Serving..... Summons and Return,	1.50	1 50
5	Docketing cause, to be charged but once,	25	20	5	Serving..... Subpoenas,	65	
6	Entering Appearance	20	40	6	Impaneling jury,	75	
7	Filing..... pleas, demurrer and other pleadings, for each,	10		7	Making deed,	2.50	
8	Every trial, with or without jury, and its incidents; not including judgments by default, or nil dicit,	75	10	8	Serving Summons, forcible entry, etc.,	1.50	
9	Entering..... Continuance, (each)	10	30	9	Executing writ of restitution or possession,	5.00	
10	Entering..... Judgment, (each)	30		10	Collecting, execution for cost	1.50	
11	Entering any other order of Court (each)	30	30	11	Serving..... Sci. Fa. notices, etc.,	1.50	
12	Issuing..... Scire Facias, or notice in the nature thereof, (each)	75		12	Serving any summons not provided for and return,	1.50	
13	Issuing..... Execution or copy thereof; (each)	50		13	Serving..... attachment for contempt,	1.50	
14	Entering return, or copy thereof, for each 100 words, 15 cents; but in no case less than	20		14	Taking and approving..... bond,	1.00	
15	Recording award of arbitrators, referees, auditors, etc., for each 100 words,	15		15	Seizing personal property in detinue.	3.00	
16	Issuing execution or attachment thereon, and entering return,	1.00		16	Collecting money under execution, 5% first \$200.00; 4% to \$500.00; 3% all over \$500.00,		
17	Taking bond for certiorari supersedeas, or appeal, or copy thereof and filing same,	75		17	Selling property attached, same for selling under execution,		
18	Issuing..... Subpoenas for Witness, (each)	30		18	Former Sheriff's fees,		1 50
19	Administering an oath, not relating to a trial pending and certifying the same,	25					
20	Issuing..... Attachment and taking bond, (ea.)	1.00					
21	Filing..... papers in attachment, (each)	10					
22	Issuing..... Summons for garnishee, (each)	50					
23	Swearing and taking examination for Garnishee and recording same, for each 100 words 15 cts; but not less than	50					
24	Order to advertise, or order of survey, or copy thereof,	50			Total Sheriff's Fees,		
25	Certificate of Judgment,	50					
26	Recording each surveyor and surveyor's report or copy thereof, each 100 words 15 cts; but not less than,	25			RECAPITULATION		
27	Issuing..... Commission to take depositions, or copy thereof,	75		1	Clerk's Fees,	7 00	
28	Making copy of interrogatories accompanying commission,	50		2	Clerk's Fees,	1 50	
29	Or for each 100 words,	15		3	Sheriff's Fees,		
30	Filing..... packages of depositions, (each)	10		4	Sneriff's Fees,		
31	Indorsing..... package of deposition, opened (each),	10		5	Witness Fees in Circuit Court,		
32	Issuing..... writ of ad quod damnum or writ in the nature thereof,	75		6	Justice of the Peace Fees,		
33	Recording the return and inquest thereon,	50		7	Witness Fees, in Justice of the Peace Court		
34	Or for each 100 words,	15		8	Commissioner's Fees,		
35	Issuing..... Writ of certiorari, prohibition, mandamus, or writ in the nature therof,	75		9	Commissioner's Residence,		
36	Filing the same and entering return,	15		10	Constable's Fees		
37	Making a complete record of a cause or copy thereof, for each 100 words,	15	4 00	11	Garnishee's Fees,		
38	Making copy of any paper not herein provided for, for each 100 words,	15		12	Printer's Fees,		
39	Making each certificate requiring the seal of office, and affixing seal,	50		13	Stenographer's Fees,	3 00	
40	Taking any bond not otherwise provided for,	75		14	Trial Tax,		
41	Making..... necessary certificates not otherwise provided for, (each witness),	25					
42	For certifying abstract, in lieu of fees for transcript under section 2851 of the Code,	5.00					
43	Record for Supreme Court, for each 100 words	15					
44	Each additional copy thereof, each 100 words	05					
45	Collecting money on judgments wherein said judgment has not been paid within 30 days after rendition, one half the per cent allowed sheriffs for same services for collecting money on executions,		7 00				
					Total Fees,	\$11 50	
				15	Judgment,		
				16	Date,		
				17	Interest,		
				18	Damages,		
					Total Judgment,		
					Interest and Damages,		
					Grand Total		
	Total Clerk's Fees.						