

455

STATE OF ALABAMA)
COUNTY OF BALDWIN)

To Any Sheriff of The State of Alabama:

You are hereby commanded to summon MALBIS PLANTATION, INC., a Corporation, to appear within thirty days from the service of this writ in the Circuit Court to be held in said County at the place of holding the same, then and there to answer the complaint of MARVIN D. WILSON.

Witness my hand, this 9th day of June, 1938.

R. S. Luck

Clerk.

MARVIN D. WILSON,
Plaintiff

-vs-

MALBIS PLANTATION, INC.,
a Corporation,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
AT LAW

COMPLAINT

Count One: The Plaintiff claims of the Defendant, Malbis Plantation, Inc., a corporation, the sum of TWENTY THOUSAND DOLLARS (\$20,000.00) damages for the breach of an oral contract entered into by the Defendant by its agents or servants acting within the scope of their authority on or about, to-wit: the middle of October, 1935, by the terms of which contract Defendant agreed with the Plaintiff that the Plaintiff would be provided with a place in which to live and that he would be paid from month to month an amount not less than Seventeen Dollars (\$17.00) per month, this agreement running from month to month, and the payments to be received from month to month and that the Plaintiff was to be employed by the Defendant as long as and until he was pronounced well and one hundred per cent physical ability by doctors and that his physical ability and condition was pronounced one hundred per cent and that he was in the same physical condition as he was before he received the injuries on the Defendant's premises. And that the Defendant agreed and the Plaintiff avers that Defendant agreed that the terms, conditions and provisions should be renewed from month to month until he was completely recovered from the above stated injuries, that it was agreed and understood between the parties to the said contract that in the event that the Plaintiff did not regain his physical ability to a sufficient degree to perform manual labor that the Defendant would provide from month to month an income to the plaintiff not less than Seventeen Dollars per month in addition to providing a place for him and his family to live, and that on, to-wit: during the month of June 1936 the Defendant demanded the Plaintiff to vacate the premises if he could not do the manual labor that was required of him and at which time the Plaintiff was compelled to vacate the premises of the Defendant, hence this suit. Plaintiff avers that he went to work under the said contract and did the work according to the terms of the said contract to the best of his ability but was prevented from the further compliance with the terms of the said contract

-Page Two-

by reason of the Defendant's breach of the said contract in this; That on or about the month of June, 1936 the Defendant refused to let the Plaintiff proceed with the work further under said contract although up to said time Plaintiff had complied with his part of said contract and although at the time of the said breach of the contract the Plaintiff offered to proceed thereunder, and was ready and willing to so proceed with the work under said contract and that the Defendant assigned him duties which he could not perform due to his physical condition, and Plaintiff further alleges that by the reason of the Defendant's breach of the contract as aforesaid he was caused to suffer damages in that he lost the profit that would have accrued to him had he been permitted to carry out his part of the said contract. Plaintiff further alleges that he is physically incapacitated from doing manual labor or public work due to the injuries received while employed by the Defendant and that due to the breach of the terms of the said contract by the Defendant to furnish him with a place to live with his family and a salary of not less than Seventeen Dollars per month that by the breach of the said contract by the Defendant he has suffered damages of Twenty Thousand Dollars under the terms of said contract had he been allowed to continue working under said contract, all of which he lost by reason of the Defendant's breach of the contract as aforesaid.


Solicitor for Plaintiff.

Entered this 28th
day of June 1938
By leaving a copy
of the within writ
on John Woods
as representative of the
Marble Plantation, Inc.,
Marble Plantation, Inc.,
Attorney - Henry
Boyd Woods Esq.

453

MARVIN D. WILSON,

Plaintiff,

vs.

MARBLE PLANTATION, INC.,
a Corporation,

Defendant.

AT LAW.

SUMMONS AND COMPLAINT

Filed this 9 day of June 1938
R. S. Duck
Clerk-Register

John Woods

MARVIN D. WILSON,
Plaintiff,

vs.

MALBIS PLANTATION, INC.,
a corporation,
Defendant.

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

)
) AT LAW.
)

Comes the defendant in the above styled cause, and demurs to plaintiff's complaint, and as grounds therefor, says:

1. Said complaint is vague and indefinite and does not apprise defendant of what it is called upon to defend.

2. Said complaint does not state a cause of action.

3. Said complaint does not allege any agreement on the part of defendant to employ plaintiff beyond the time it is alleged that defendant did employ him.

4. Said complaint shows on its face that defendant employed plaintiff for the full period of the alleged agreement.

5. Said complaint does not allege any breach by defendant of the contract alleged.

6. Said complaint does not allege any consideration for defendant's alleged promise to employ plaintiff.

7. Said complaint shows on its face that the alleged agreement is void under the statutes of frauds.

8. Said complaint does not allege any damages proximately resulting from defendant's alleged breach of the contract alleged.

9. Said complaint does not allege that contract sued on was in writing.

10. Said complaint alleges a contract not to be performed within one year and does not allege that such contract or some note or memorandum thereof, expressing the consideration, is in writing and subscribed by the defendant or some person by it thereunto lawfully authorized in writing.

BEEBE, HALL & BEEBE,

By

W C Beebe
For Defendant.

MARVIN D. WILSON,
Complainant,

vs.

MALBIS PLANTATION, INC.,
a corporation,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
AT LAW.

DEMURRER.

Filed July 19, 1938.

R. S. Duck
Clerk.