

THE STATE OF ALABAMA)
BALDWIN COUNTY)

IN THE CIRCUIT COURT

996

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Phil Brady, individually and doing business as Phil Brady Electric Company, to appear within thirty days from the service of this writ, in the Circuit Court to be held for said county, at the place of holding the same, then and there to answer the complaint of A. H. Coleman.

Phil Brady
Clerk of the Circuit Court

C O M P L A I N T

A. H. COLEMAN,

VS.

PHIL BRADY, INDIVIDUALLY AND
DOING BUSINESS AS PHIL BRADY
ELECTRIC COMPANY,

PLAINTIFF

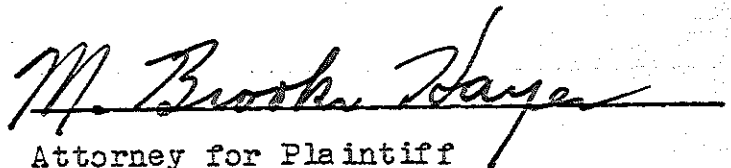
DEFENDANT

Count 1. The Plaintiff claims from the Defendant four hundred dollars (\$400.00) with interest from March 10, 1946, as damages for the breach of a covenant in writing entered into by Plaintiff and Defendant on, to-wit: the 4th day of February 1946, by which Defendant promised that for and in consideration of the sum of two thousand and seven hundred dollars (\$2,700.00) to be paid in accordance with a verbal agreement between Plaintiff and Defendant, Defendant was to sell Plaintiff a soda fountain, together with all fixtures; by said written covenant Defendant further promised to deliver and install said soda fountain, together with all necessary fixtures, by March 10, 1946, in the drug store building of Plaintiff, located at Jay, Florida; by said written covenant, it was acknowledged by Defendant that Plaintiff had made a cash deposit with Defendant, of five hundred dollars (\$500.00), on the purchase price of said soda fountain; by said written covenant Defendant agreed that, in the event he failed to install the said soda fountain within the time specified, he would return to Plaintiff the \$500.00 deposit, without any demand or court action. Plaintiff alleges that said soda fountain was not installed by March 10, 1946 and has not yet been installed. Plaintiff further alleges that Defendant failed to pay Plaintiff the \$500.00 which he deposited with Defendant, although by terms of the written covenant, Defendant should have refunded this \$500.00 on March 10, 1946. Plaintiff alleges that he

made demand on Defendant for payment of the five hundred dollars (\$500.00) and that after demand by Plaintiff, Defendant made one payment of one hundred dollars (\$100.00) on, to-wit: May 14th, 1946. Plaintiff further alleges that he has made repeated demands on Defendant for a refund of the remainder of the \$500.00 owed to him by Defendant under the terms of the written covenant sued on, but that Defendant has failed and refused to make said refund, all to the damage of the Plaintiff in the amount claimed, hence this suit.

Count 2. The Plaintiff claims of the Defendant the sum of four hundred dollars (\$400.00) for money on, to-wit: March 10, 1946, had and received by the Defendant to the use of the Plaintiff, which sum of money with interest thereon is still unpaid.

Count 3. The Plaintiff claims of the Defendant the sum of one hundred dollars (\$100.00) due on a check or bill of exchange drawn by Defendant on, to-wit: May 24, 1946 on the Bank of Fairhope, Fairhope, Alabama, for the payment of one hundred dollars (\$100.00) to the Plaintiff. The said check or bill of exchange has not been paid nor accepted. The said check or bill of exchange with interest and damages thereon is still unpaid.


Attorney for Plaintiff

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A H Calman
Ds

Phil Brady

Filed Sept. 17-1944
R. H. [unclear]
[unclear]

Executed by serving
Copy of the within
Sept 20. 1944 on
Phil Brady
C. E. Harrell Sheriff
H. F. Hall P. S.

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