

RUFFLE'S COMPANY, INC.,
A CORPORATION

PLAINTIFF

VS.

MARY A. CRAFTON

DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

NO. 1340

Now comes the Defendant and for answer to the Interrogatories heretofore filed by the Plaintiff, and to each, separate and severally, says:

1.

Elinore M. Gilpin owns a part of Lots 20 and 21, Block 4, Magnolia Beach; that she ~~is the owner of the other part of said lots.~~ is the owner of the other part of said lots.

2.

Yes.

3.

Yes, there is a dwelling on the North 85 feet of Lots 20 and 21, Block 4, Magnolia Beach Addition to Fairhope.

4.

Elinore M. Gilpin. In June and July, 1947, I believe.

5.

J. E. Gilpin.

6.

None so far as the Defendant is concerned.

7.

Absolutely none with me. It is my understanding that Mr. Gilpin and Mr. Ware had some agreement as to the construction of the Garage apartment; that Mr. Ware entered into a contract with Mr. Gilpin to build the garage apartment, and Mr. Ware was paid weekly for any amount that was due him at such time.

8.

There was no agreement either oral or written between Mr. Ware and this Defendant. This Defendant had absolutely nothing to do with the construction of the building.

9.

There was no agreement either verbal or written between Mr. Ware and me. I understood that Mr. Ware contracted with Mr. Gilpin to construct the building for \$3600.00; that said amount was paid in full.

10.

I did not check any bills for labor and material on the building; I had no interest therein and likewise no right to check any bills.

11.

I paid nothing toward the materials and labor in the building. I had nothing to do with it. It is my understanding that Mr. Ware was paid in full by Mr. Gilpin. I did at one time, Mr. Gilpin being out of town, advanced some money to Mr. Ware, however, this amount was repaid by Mr. Gilpin to me upon his return to Fairhope, later the same afternoon. This payment was not on my account but for the convenience of Mr. Ware and Mr. Gilpin. I had no interest whatever in the construction of the building.

12.

Mr. Ware was paid by Mr. Gilpin. I do not know how much, however, am advised that he was paid in full amount of the contract, to-wit, \$3600.00.

13.

I presume that Mr. Gilpin paid the two bills mentioned. I at one time, on June 28, 1947, I believe, Mr. Gilpin being out of town, advanced \$362.72, and was repaid by Mr. Gilpin, the same afternoon. This was not in payment of any debt or amount that I owed, but merely for the convenience of Mr. Ware. On July 5, 1947, I understand Mr. Gilpin paid to Mr. Ware, by check \$326.72, drawn on the Merchants National Bank, Mobile, Alabama, for work and labor.

14.

I do not know how much Mr. Gilpin paid to Mr. Ware, however, am advised that it was approximately \$3600.00. I paid him nothing on my own account. I did pay Mr. Ware for Mr. Gilpin \$362.72, and was immediately reimbursed by Mr. Gilpin upon his return to town the same afternoon. Mr. and Mrs. Gilpin were out of town this particular afternoon and Mr. Ware appealed to me on the condition that he needed money and I advanced the same on the account of Mr. Gilpin. This amount was not paid by me for any work and material, but only for Mr. Gilpin.

15.

I know of no payments made to any one other than Mr. Ware.

16.

The Building was not completed at the time Mr. Ware left. Mr. Gilpin hired other men after Mr. Ware left. Various parties were hired. I had absolutely nothing to do with the hiring and firing of labor or the buying of material or any arrangement with Mr. Ware or any other parties. I had absolutely nothing to do with or toward the construction of the building, and have no interest therein.

Mary A. Crafton

STATE OF ALABAMA §

BALDWIN COUNTY §

Before me, the undersigned authority in and for said County, in said State personally appeared Mary A. Crafton, and who being by me first duly sworn deposes and says: That the foregoing answers to interrogatories heretofore propounded by the Plaintiff are true and correct.

Mary A. Crafton

Sworn to and subscribed before me, on this the 2 day of Aug, 1949.

[Signature]
Notary Public, Baldwin County, Alabama

1340

FILED
AUG 10 1949
ALICE J. DUCK, Clerk

RUFFLE'S COMPANY, INC.,
A Corporation,

Plaintiff,
vs.

MARY A. CRAFTON,

Defendant

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

Comes now the Plaintiff in the above styled cause and propounds the following Interrogatories to the Defendant, Mary A. Crafton:

1. Who is the owner of the property known as Lots 20 and 21, Block 4, Magnolia Beach, Fairhope Addition, Baldwin County, Alabama?
2. Are Mary A. Crafton and Mrs. R. G. Crafton one and the same person?
3. Is there a dwelling house called a garage apartment located on the above described property?
4. If your answer to Interrogatory Number 3 is in the affirmative, please state who is the owner of said garage apartment and the date of its construction?
5. Who ordered the construction of this garage apartment?
6. What arrangements were made concerning the payment for the materials and labor used in the construction of said garage apartment?
7. What was Mr. T. A. Ware's relationship with you and Mr. G. E. Gilpin in the construction of this garage apartment?
8. Is there any written instrument setting out this relationship? If so, please attach a copy of such instrument to your answers hereto?
9. If there was any verbal agreement between you or Mr. G. E. Gilpin and Mr. T. A. Ware, please state what it was, between whom it was made, when it was made and before whom it was made?
10. Did you or Mr. Gilpin check any and all bills for labor and materials on this job before giving Mr. Ware the money for the same?
11. Was not Mr. Ware paid only for the cost of materials and labor including his own labor?
12. If your answer to the above Interrogatory is in the negative, please state for what and how much Mr. T. A. Ware was paid?
13. Who paid the following bills sent to Mr. Gilpin on July 1, 1947: "Ware - Crafton job, \$259.85", and "Ware Gilpin job, \$66.88? Why were they paid? How were they paid?

14. What was the total amount of money paid to Mr. Ware on this construction by you or Mr. Gilpin? Please state the date and amount of each payment?

15. What payments on this job for labor and materials were paid by you or Mr. Gilpin to anyone other than Mr. Ware?

16. Has the construction of the garage apartment been completely finished? When and by whom was it finished, or when and by whom was the work done after Mr. Ware left the job?

Norborne C. Stone
As one of the Attorneys for the Plaintiff.

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, known to me to be one of the Attorneys for the Plaintiff in the case of Ruffle's Company, Inc., a Corporation vs. Mary A. Crafton, and who being by me first duly and legally sworn doth depose and say: That the answers to the above Interrogatories Numbered 1 through 16 will be material testimony for the Plaintiff in the said case.

Norborne C. Stone

Sworn to and subscribed before
me, this 5th day of May,
1949.

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

Defendant Mary A. Crafton's Address:
Fairhope, Alabama

Received in Sheriff's Office
this 6 day of May, 1949
TAYLOR WILKINS, Sheriff

Executed 5, 7 1949
by serving copy of ~~within Summons and~~
Complaint ~~on~~ Inter-on

Mary A. Crafton

Taylor Wilkins Sheriff
By Zalee B. Griff Deputy Sheriff

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INTERROGATORIES

-to-

MARY A. CRAFTON,
Defendant.

RUFFLE'S COMPANY, INC.,
a Corporation,

Plaintiff,

vs.

MARY A. CRAFTON,

Defendant.

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

Filed May 5, 1949.

Archie J. Hensley
Clerk.

LAW OFFICES

HYBART, CHASON & STONE
BAY MINETTE, ALABAMA

RUFFEE'S COMPANY, INC.
A CORPORATION.

PLAINTIFF

VS.

MARY A. CRAFTON

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA


AT LAW

NO. 1340

Now comes the Defendant and for answer to the Plaintiff's
complaint and to each count thereof, separately and severally, say:

1.

The facts therein alleged are untrue.


Attorney for the Plaintiff.

RECORDED
-CORDED

RUFFLE'S COMPANY, INC.
A CORPORATION.

PLAINTIFF

VS.

MARY A. CRAFTON

DEFENDANT

NO. 1340

Filed 9-9-49
Wm. J. French
Clerk

RUFFLE'S COMPANY, INC., A
CORPORATION.

PLAINTIFF

VS.

MARY A. GRAFTON

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

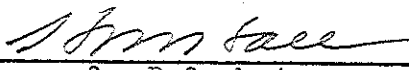
AT LAW

NO. 1340

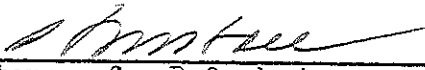
Now comes the Defendant and for answer to the Plaintiff's complaint
and to each count thereof, separately and severally, says:

1.

The Defendant pleads, in short, the general issue, with the right
to introduce in evidence, any facts and matters that might be relevant
with the right of the Plaintiff to introduce in rebuttal thereto, any
facts and matters that may be material and relevant.


Attorney for Defendant

The Defendant demands a trial by jury.


Attorney for Defendant

RECORDED

RUFFLE'S COMPANY, INC., A
CORPORATION.

PLAINTIFF

VS.

MARY A. GRAFTON

DEFENDANT

NO. 1340

FILED
MAY 27 1949
ALICE J. DUCK, Clerk

RUFFLE'S COMPANY, INC.,
A Corporation,

Plaintiff,

vs.

MARY A. CRAFTON,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW.

NO. 1340

MOTION TO STRIKE

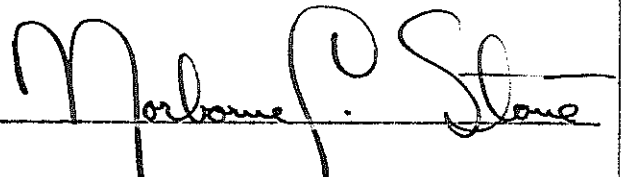
Now comes the Plaintiff in the above styled cause by its Attorneys and moves the Court to strike the plea heretofore filed by the Defendant, wherein the Defendant pleads in short, the general issue, with the right to introduce in evidence, any facts and matters that might be revelant with the right of the Plaintiff to introduce in rebuttal thereto, any facts and matters that may be material and revelant and as grounds for said motion says as follows:

1. That the Plaintiff has not consented to said plea.
2. That there has been no consent on the part of the Plaintiff to receive the plea as it is pleaded.
3. That the Plaintiff has not consented to a plea in short in this cause.

Respectfully Submitted,

Hybart, Chason & Stone

BY:



W1340

RECORDED

MOTION TO STRIKE

RUFFLE'S COMPANY, INC.,
A Corporation,

Plaintiff,

vs.

MARY A. CRAFTON,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW.

NO. 1340.

FILED

JUN 23 1949

ALICE J. DUCK, Clerk

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:-

You are hereby commanded to summon Mary A. Crafton, 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 Ruffle's Company, Inc., a Corporation.

Witness my hand this 30 day of April, 1949.

Heidi Duck
Clerk.

COMPLAINT:

RUFFLE'S COMPANY, INC.,
A Corporation,

Plaintiff,

vs.

MARY A. CRAFTON,

Defendant.

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

COUNT ONE:

The Plaintiff claims of the Defendant Eight Hundred Ninety-six and 04/100 Dollars (\$896.04), due from her by account on the 28th day of July, 1947, which sum of money, with interest thereon, is still unpaid.

COUNT TWO:

The Plaintiff further claims of the Defendant Eight Hundred Ninety-six and 04/100 Dollars (\$896.04) due from her for merchandise, goods, chattels and building materials sold to and for work and labor performed for the Defendant by the Plaintiff as requested and received by the Defendant between June 11, 1947 and July 28, 1947, to be, and which were used for the erection of a building on Lots 20 and 21, Block 4, Magnolia Beach, Fairhope Addition, Baldwin County, Alabama, which property is owned by Mary A. Crafton, the Defendant, and which sum of money, with interest thereon, is still unpaid.

COUNT THREE:

The Plaintiff further claims of the Defendant Eight Hundred Ninety-six and 04/100 Dollars (\$896.04), due from her for merchandise, goods, chattels and building materials sold to, and for work and labor performed for the Defendant as requested and received by the Defendant, or by T. A. Ware, her duly authorized Agent acting within the scope of his agency, or by J. E. Gilpin, Deceased, they duly authorized Agent of the Defendant, Mary A. Crafton, acting within the scope of his agency, between the dates June 11, 1947 and July 28, 1947, to be, and which were used for the erection of a building on Lots 20 and 21, Block 4, Magnolia Beach, Fairhope Addition, Baldwin County, Alabama, which property is owned by the Defendant Mary A. Crafton; and which sum of money, together with interest thereon, is still unpaid.

COUNT FOUR:

The Plaintiff further claims of the Defendant the sum of Six Hundred Fifty and 63/100 Dollars (\$650.63), due from her for merchandise, goods, chattels and building materials sold by the Plaintiff to the Defendant, or to T. A. Ware, her duly authorized Agent, acting within the scope of his agency, between the dates June 11, 1947 and July 28, 1947, to be and which were used for the erection of a building on Lots 20 and 21, Block 4, Magnolia Beach, Fairhope Addition, Baldwin County, Alabama, which property is owned by Mary A. Crafton, the Defendant; which sum of money, together with interest thereon, is still unpaid.

COUNT FIVE:

The Plaintiff claims of the Defendant the further sum of Two Hundred Forty-five and 41/100 Dollars (\$245.41) for work and labor done by the Plaintiff for the Defendant, between the dates June 11, 1947 and July 28, 1947, at her request, or at the request of T. A. Ware, her duly authorized Agent, acting within the scope of his agency; which sum of money, together with interest thereon, is still unpaid.

Hybart, Chason & Stone

BY: _____


Attorneys for Plaintiff.

Received in Sheriff's Office
this 30 day of April, 1949
TAYLOR WILKINS, Sheriff

Executed 5-3 19 49
by serving copy of within Summons and
Complaint on

Mary A. Crafton

Taylor Wilkins Sheriff
By John B. Giff Deputy Sheriff

720 1340
RECORDED

SUMMONS AND COMPLAINT

RUFFLE'S COMPANY, INC., a
Corporation,
Plaintiff,

vs.

MARY A. CRAFTON,
Defendant,

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

Filed 30 day of April,
1949.

Alice J. Newick
Clerk.

LAW OFFICES
HYBART, CHASON & STONE
BAY MINETTE, ALABAMA