

1417

K. L. STOCKES,

Plaintiff,

vs.

W. S. HOWARD and BIANCA  
EVA HOWARD,

Defendants.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.  
AT LAW. No. 1417

This day in open Court came the parties with their attorneys, and this cause coming on to be heard, an issue having been joined between the plaintiff and the defendants, this cause having been regularly set for trial on the 30th day of March, 1950, thereupon, in open Court on the <sup>5th</sup> day of April, 1950, in the presence of the plaintiff, the defendants and their respective attorneys, came a jury of good and lawful men, to-wit, D. H. Gaar, and eleven (11) others, who, having been duly empaneled and sworn, according to law, well and truly to try the issue joined between the plaintiff and the defendants, and a true verdict render according to the evidence, and who, having heard the evidence and the charge of the Court, and upon their oaths in open Court, on this day in the presence of the plaintiff, the defendants and their respective attorneys, do say:

We the Jury find in favor of the Plaintiff, against the Defendants for the sum of \$2,000.00 with interest at the rate of 6% per year for the period June 18, 1949 to March 18, 1950 and order a lien against the property described in the Complaint until the amount is paid in full by the Defendants

It is therefore, ORDERED and ADJUDGED by the Court that the plaintiff do have and recover of the defendants the sum of TWO THOUSAND and no/100 (\$2,000.00) DOLLARS, with interest thereon at the rate of six per cent (6%) per annum from June 18, 1949 to March 18, 1950, together with all costs of Court

in this cause created, for the recovery of which let execution issue.

It is further ORDERED and ADJUDGED by the Court that the plaintiff be and he is hereby granted a materialman's lien on the property described in the complaint, viz:

Lots One, Two, Three and Four of Block 30,  
Edgewater Park Addition to Lillian, Alabama,  
as per plat recorded in the Probate records,  
Map Book 1, Page 161, Baldwin County, Alabama,

for the satisfaction of this judgment.

And, it is further ORDERED and ADJUDGED by the Court that said property, be, and the same is hereby ordered, condemned and sold for the satisfaction of the judgment and costs in this cause.

DONE this 5th day of April, 1950.

Telfair J. Maslbury, Jr.  
JUDGE

RECORDED

K. L. STOCKES,  
Plaintiff,

-vs-

W. S. HOWARD and BIANCA  
HOWARD,  
Defendants.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
NO. 1417

MOTION TO RETAX COSTS

Come the Defendants in the above styled cause and move the Court to make an order directing the Clerk to retax the costs in this cause assessed or charged against the Defendants, and show unto the Court that for the trial of said cause the Plaintiff subpoenaed, to-wit, twenty-one witnesses and that only one of said witnesses testified at the trial of said cause and the remainder gave no testimony in the case.

And as grounds for said motion Defendants assign the following, separately and severally:

1. That the said Clerk erred in the performance of her ministerial duties in improperly taxing the costs for said witnesses against the Defendants in that twenty of the said witnesses were not examined by the Plaintiff.

2. Clerk erred in assessing the costs for twenty of the said witnesses against the Defendants in that the costs for said witnesses should have been assessed against the Plaintiff, the Plaintiff having subpoenaed the same but did not examine them during the trial.

3. Taxation of costs against the Defendants is excessive in that the costs for the said witnesses subpoenaed by the Plaintiff should have been taxed to the Plaintiff under Section 50, Title 11, Code of Alabama, 1940.

4. Taxation of said costs against the Defendants was excessive in that the costs for said witnesses should have been taxed against the Plaintiff in that the same

were not examined by the Plaintiff and there was no real or apprehended necessity for their use.

5. The taxation of costs against the Defendants is improper and excessive in that only one of said witnesses was examined by the Plaintiff, hence the costs of said witnesses should have been taxed against the Plaintiff is required by Section 77, Title 11, Code of Alabama, 1940.

6. The Taxation of costs against the Defendants is improper and excessive in that only one of said witnesses was examined by the Plaintiff, hence the costs of said witnesses should have been taxed against the Plaintiff is required by Section 50, Title 11, Code of Alabama, 1940.

WHEREFORE, Defendants pray this Court to make an order directing the Clerk to retax the costs in this cause by omitting or striking therefrom the charges for, to-wit, twenty of the witnesses subpoenaed by the Plaintiff who were not examined during the trial.

J. B. Blalock

Robert E. Hatcher

ATTORNEYS FOR DEFENDANTS

on the other hand, it is not necessary for the  
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FILED  
MAY 11 1950  
ALICE I. DUCK, Clerk

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K. L. STOCKES,		
Plaintiff,		IN THE CIRCUIT COURT OF
vs.		BLADWIN COUNTY, ALABAMA.
W. S. HOWARD and BIANCA EVA		AT LAW. NO. 1417
HOWARD,		
Defendants.		

Comes the plaintiff, K. L. STOCKES, in the above entitled cause, and moves the court to strike the motion to re-tax the costs heretofore filed by the defendants on the following separate and several grounds:

1. Because from aught appearing the costs were taxed as directed by the court, and a motion to re-tax will not lie.

2. Because a motion to re-tax costs will not lie where the judgment of the court gives the plaintiff costs.

3. Because the judgment of the court entered in this cause on April 5, 1950 gave all costs created in the cause to the plaintiff, and a motion to re-tax costs will not lie.

4. Because taxation of costs against the defendants in accordance with the judgment was proper and such cannot be changed on a mere motion for re-taxation of costs.

5. Because the defendants' motion comes too late.

6. Because the judgment of the court entered in this cause was on April 5, 1950 and defendants' motion was not filed until May 11, 1950, which was more than thirty (30) days from the date on which the final judgment was rendered.

7. Because after the lapse of thirty (30) days from the rendition of the final judgment in this cause, on April 5, 1950, the court cannot modify said judgment.

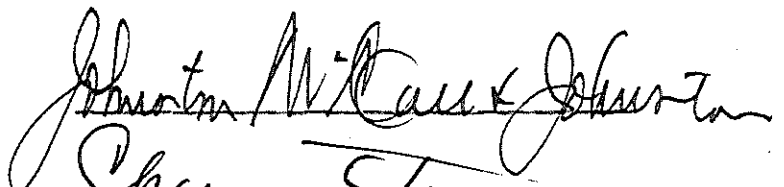
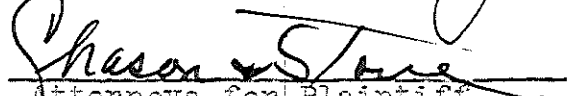
8. Because the court does not have jurisdiction to either alter or vacate the judgment rendered in this cause on the motion of either of the parties after the lapse of thirty (30) days from the date of entry.

9. Because more than thirty (30) days elapsed from the date of the judgment rendered in this cause before the defendants filed their motion to re-tax costs.

10. Because the court has lost all power over the judgment rendered in this cause, and is without jurisdiction to modify, alter, amend or vacate said judgment.

11. Because defendants' said motion to alter the final judgment rendered by the court more than thirty (30) days prior to the filing of said motion, comes too late.

12. Because, instead of being a motion to re-tax costs for a mistake of the Clerk, defendants' motion is clearly one to alter the final judgment rendered by the court more than thirty (30) days prior to its filing, which cannot be done.

  
  
Attorneys for Plaintiff



FILED  
MAY 15 1950  
ALICE J. DUCK, Clerk

LAW OFFICES OF  
**HOWELL AND JOHNSTON**  
FIRST NATIONAL BANK ANNEX  
P. O. BOX 1652  
MOBILE 9, ALABAMA

THOMAS O. HOWELL, JR.  
THOMAS A. JOHNSTON, III  
ROBERT E. HODNETTE, JR.  
VERNOL R. JANSEN, JR.

November 25, 1949

Mrs. Alice J. Duck  
Clerk of the Circuit Court  
Baldwin County Court House  
Bay Minette, Alabama

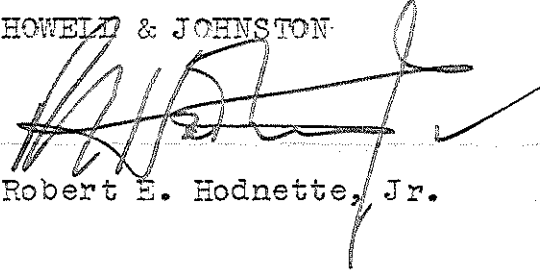
Re: Stockes  
Vs: Howard  
No: 1417

Dear Mrs. Duck:

I enclose interrogatories to be filed in this case for the Defendants. You will note that Mr. McCall, attorney for the Plaintiff, has accepted service.

Very truly yours,

HOWELL & JOHNSTON

  
Robert E. Hodnette, Jr.

REH:hd  
Encs.

JOHNSTON, MCCALL & JOHNSTON  
LAWYERS  
SUITE 804-807 FIRST NATIONAL BANK ANNEX  
MOBILE, ALABAMA

SAMUEL M. JOHNSTON  
DAN T. MCCALL, JR.  
WILLIAM E. JOHNSTON  
PERCY W. JOHNSTON, JR.  
SAMUEL M. JOHNSTON, JR.

November 19, 1949

MAILING ADDRESS:  
P. O. BOX 550  
MOBILE 4, ALABAMA

Mrs. Alice J. Duck  
Clerk of the Circuit Court  
of Baldwin County  
Bay Minette, Alabama

Re: Stockes v. Howard

Dear Mrs. Duck:

Enclosed is a demurrer of the plaintiff to Plea 3 and Plea 4, recently filed by the defendants. You will please note that the attorney for the defendants has accepted service of a copy of this.

Very truly yours,

  
Dan T. McCall, Jr.

DTM, jr/lg

Encl.

JOHNSTON, McCALL & JOHNSTON  
LAWYERS

FIRST NATIONAL BANK ANNEX

MOBILE, ALABAMA

SAMUEL M. JOHNSTON  
DAN T. McCALL, JR.  
WILLIAM E. JOHNSTON

(4)

Box 550

October 11, 1949

Mrs. Alice J. Duck  
Clerk of the Circuit Court of  
Baldwin County, Alabama  
Baldwin County Court House  
Bay Minette, Alabama

Dear Mrs. Duck:

Enclosed herewith is the original summons and complaint, and two (2) copies, thereof in the case of K. L. Stockes vs. W. S. Howard, et al. Will you please mark this matter filed and enter it on the Court docket. I will also thank you to sign the summons on the original and copies and have the papers delivered to the sheriff for service of process on the two defendants, whom I understand live in Lillian. When the sheriff makes his return, will you kindly let me know the date on which the defendants were served.

Very truly yours,

  
Dan T. McCall, Jr.

DTM, jr/lg

Encls.

JOHNSTON, MCCALL & JOHNSTON  
LAWYERS

FIRST NATIONAL BANK ANNEX

MOBILE, ALABAMA

SAMUEL M. JOHNSTON  
DAN T. MCCALL, JR.  
WILLIAM E. JOHNSTON

(4)

Box 550


October 11, 1949

Mrs. Alice J. Duck  
Clerk of the Circuit Court of  
Baldwin County, Alabama  
Baldwin County Court House  
Bay Minette, Alabama

Dear Mrs. Duck:

Enclosed herewith is the original summons and complaint, and two (2) copies, thereof in the case of K. L. Stockes vs. W. S. Howard, et al. Will you please mark this matter filed and enter it on the Court docket. I will also thank you to sign the summons on the original and copies and have the papers delivered to the sheriff for service of process on the two defendants, whom I understand live in Lillian. When the sheriff makes his return, will you kindly let me know the date on which the defendants were served.

Very truly yours,

  
Dan T. McCall, Jr.

DTM, jr/lg

Encls.

no 1417

K. L. Stocker

vs.

W. S. Howard and  
Bianca Eva Howard

on account  
filed 10-12-49

Johnston, the call Johnston

K. L. STOCKES,

Plaintiff,

vs.

W. S. HOWARD and BIANCA EVA  
HOWARD,

Defendants.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

AT LAW.

No. \_\_\_\_\_

COUNT ONE

Plaintiff claims of the defendants, W. S. Howard and Bianca Eva Howard, the sum of TWO THOUSAND THREE HUNDRED SEVENTY-FOUR and 06/100 (\$2,374.06) DOLLARS, for work and labor done upon, and material, fixtures and supplies furnished, by the plaintiff, to the defendants at their request, for buildings or improvements upon the land of the defendant, Bianca Eva Howard, situated in the Town of Lillian, County of Baldwin, State of Alabama, to-wit:

Lots One, Two, Three and Four of Block 30, Edgewater Park Addition to Lillian, Alabama as per plat recorded in the Probate records, Map Book 1, Page 161, Baldwin County, Alabama.

Plaintiff alleges that on, to-wit, the 17th day of June, 1949, the last item of work and labor was performed by the plaintiff for the building or improvements on the above described land of said defendant, Bianca Eva Howard, and on, to-wit, the 21st day of September, 1949, which was within six (6) months thereafter, the plaintiff filed in the office of the Judge of Probate of the County of Baldwin, State of Alabama, a statement in writing, claiming a lien upon the above described real property, verified by the oath of the plaintiff, containing the amount of the demand secured by said lien, after all just credits had been given, a description of the property on which the lien is claimed and the name of the owner thereof, as required by law, a copy of which lien is attached hereto, marked Exhibit "1" and made a part hereof;

WHEREFORE, plaintiff claims judgment against said defendants in the aforementioned sum of TWO THOUSAND THREE HUNDRED SEVENTY-FOUR and 06/100 (\$2,374.06) DOLLARS, which sum of money, with interest thereon, is still unpaid, and, a judgment establishing the lien and condemning said property to sale for the satisfaction thereof.

COUNT TWO

Plaintiff claims of the defendants the sum of TWO THOUSAND THREE HUNDRED SEVENTY-FOUR and 06/100 (\$2,374.06) DOLLARS, due from them by account on the 17th day of June, 1949, which sum of money with interest thereon is still unpaid.

COUNT THREE

The plaintiff claims of the defendants the sum of TWO THOUSAND THREE HUNDRED SEVENTY-FOUR and 06/100 (\$2,374.00) DOLLARS, due from them for goods and chattels sold, and work and labor done for the defendants by the plaintiff, during the period of, to-wit, May 27, 1949 through June 17, 1949, at their request, which sum of money, with the interest thereon is still unpaid.

  
Attorneys for the plaintiff

Defendants' address is:

Lillian, Alabama.



STATE OF ALABAMA |  
COUNTY OF BALDWIN |

K. L. STOCKES files this statement in writing, verified by the oath of the said K. L. STOCKES, who has personal knowledge of the facts herein set forth:

That said K. L. STOCKES claims a lien upon the following property situated in the Town of Lillian and County of Baldwin, State of Alabama, to-wit:

Lots One, Two, Three and Four of Block 30 Edgewater Park Addition to Lillian, Alabama as per plat recorded in the Probate records, Map Book 1, Page 161, Baldwin County, Alabama.

The lien is claimed, separately and severally, as to both the buildings and improvements thereon, and the said land.

The said lien is claimed to secure an indebtedness of TWO THOUSAND THREE HUNDRED SEVENTY FOUR and 06/100 (\$2374.06) DOLLARS, with interest thereon from to-wit, the 17th. day of June, 1949, for work and labor performed, and for building material, supplies and fixtures furnished by the claimant on the above described property.

The name of the owner or the proprietor of the said property is ~~W. S. HOWARD~~. Bianca Eva Howard.

BY /s/ K. L. Stokes  
Claimant

STATE OF ALABAMA |  
COUNTY OF BALDWIN |

Before me, /s/ Ora S. Nelson, a Notary Public

EXHIBIT "1"

in and for the County of Baldwin, State of Alabama, personally appeared K. L. STOCKES, 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.

/s/ K. L. Stokes  
Affiant

Subscribed and sworn to before me  
this 21st day of September, 1949.

/s/ Ora S. Nelson  
NOTARY PUBLIC, ~~BALDWIN-COUNTY~~, ALABAMA, at Large  
State of

(SEAL)

STATE OF ALABAMA, BALDWIN COUNTY

Filed 9-21-49 8 A. M.  
Recorded Ex & Lien book 3 page 60  
/s/ W. R. Stuart  
Judge of Probate H.

STATE OF ALABAMA  
COUNTY OF BALDWIN

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commended to summon W. S. Howard and  
Bianca Eva Howard to appear within thirty (30) days from  
the service of this writ in the Circuit Court to be held  
in said County at the place for holding the same, then and  
there to answer the complaint of K. L. Stockes.

WITNESS my hand this 12<sup>th</sup> day of October, 1949.

Alfred J. Welch  
CLERK

1417

SUMMONS AND COMPLAINT

Moore Printing Co.

THE STATE OF ALABAMA,  
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. 11,17

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon W. S. Howard and Bianca Eva Howard

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

W. S. Howard and Bianca Eva Howard

Defendant

by

K. L. Stockes

Plaintiff

Witness my hand this 12th day of October 1949

*Alvin J. Smith*

Clerk

*Baldwin*  
**RECORDED**

No. 1417

Page \_\_\_\_\_

**THE STATE OF ALABAMA**  
BALDWIN COUNTY

**CIRCUIT COURT**

K. L. Stookes

Plaintiffs

vs.

W. S. Howard and

Bianca Eva Howard

Defendants

**SUMMONS and COMPLAINT**

Filed 10-12, 19 49

*Alvin D. Welch* Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED IN OFFICE

Oct. 12, 1949

*Taylor Watkins*, Sheriff

I have executed this summons

this Oct 19, 1949  
by leaving a copy with

*W. S. Howard*

*Bianca Eva Howard*

We the jury find in favor of  
the Plaintiff against the  
defendant to the sum of  
\$2000.00 with interest at  
the rate of 6% per year for the  
period June 18, 1949 to Nov  
18, 1950, and order a lien against  
the property ~~disposed with~~  
~~by the defendant~~ <sup>the amount</sup>  
is paid in full by the defendant.

*D. H. Gaar* Foreman

*Taylor Watkins* Sheriff

*H. F. Hall* Deputy Sheriff

K. L. STOCKES,

Plaintiff,

vs.

W. S. HOWARD AND BIANCA  
EVA HOWARD,

Defendants.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

AT LAW.

No. 1417

Comes the plaintiff in the above entitled cause and demurs to Plea Three and Plea Four, separately and severally, on the following separate and several grounds:

1. Because said Plea fails to state a defense in this cause.

2. Because the allegation that the work and labor was not done in a competent and workmanlike manner is a conclusion of the pleader unsupported by any facts.

3. Because said Plea fails to aver wherein the plaintiff failed to do the work and labor in a competent and workmanlike manner.

4. Because said Plea fails to show a duty or obligation on plaintiff's part to complete said work.

5. Because said Plea fails to allege the terms of the oral agreement referred to.

6. Because said Plea fails to allege the substantial terms of the said oral agreement.

7. Because said Plea does not allege wherein the plaintiff failed to complete the erection of the building for the defendants in accordance with plans.

8. Because said Plea fails to allege the plans allegedly furnished to the plaintiff by the defendants.

9. Because the plaintiff is not liable in damages for the completion of said building in accordance with the alleged plans.

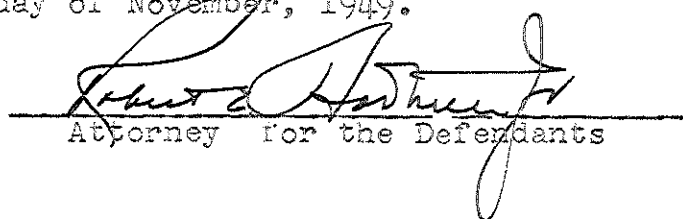
10. Because no facts are averred entitling the defendants to damages for the completion of their said building.

11. Because there is no duty owing by the plaintiff to reimburse the defendants for monies expended by them or to be expended by them in completing their said building.

12. Because said Plea fails to aver wherein the defendants have been damaged.

  
Attorneys for the Plaintiff

I hereby accept service of a copy of the above and foregoing demurrer this 19th day of November, 1949.

  
Attorney for the Defendants



RECORDED  
RECORDED

FILED  
NOV 21 1949  
ALICE J. DUCK, Clerk

K. L. STOCKES,

Plaintiff,

vs.

W. S. HOWARD and BIANCA  
EVA HOWARD

Defendants.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

AT LAW.

No. 1417

Comes the plaintiff in the above entitled cause and demurs to the defendants' amended plea three, amended plea four, plea five and plea six, separately and severally, on the following separate and several grounds:

1. Because said plea fails to allege a special contract existing between the plaintiff and the defendants.

2. Because the facts alleged are insufficient to show that a contract existed between the plaintiff and the defendants.

3. Because said plea fails to allege a valid and definite consideration to support the alleged oral agreement between the plaintiff and the defendants.

4. Because the allegation that the defendants have performed their part of said oral agreement is a conclusion of the pleader, unsupported by any facts.

5. Because no facts are averred to show that the defendants have performed their part of said oral agreement.

6. Because the defendants have not alleged wherein they have performed their part of said oral agreement.

7. Because from aught appearing, the defendants have paid the plaintiff nothing for the work and labor and materials, fixtures and supplies furnished by the plaintiff.

8. Because the defendants have averred no facts sufficient to entitle them to recover against the plaintiff by way of set off.

9. Because the defendants have averred no facts to entitle them to recover against the plaintiff by way of recoupment.

10. Because the defendants have failed to aver in said plea any facts showing that they have been damaged.

11. Because the facts averred in said plea do not show that the defendants have been damaged.

12. Because said plea fails to aver that the defendants have purchased any material or paid for any labor.

13. Because there is no obligation on the plaintiff's part to purchase materials or pay for labor to correct the alleged defective work.

14. Because no facts are averred to show an obligation on the part of the plaintiff to purchase additional material, or pay for additional labor to correct the alleged defective work.

15. Because said plea fails to aver the plans and specifications going into the construction of said ten unit apartment building.

16. Because said plea fails to aver what labor and materials were necessary to complete the construction of said ten unit apartment building.

17. Because said plea fails to describe the ten unit apartment building to be completed by the plaintiff.

18. Because from aught appearing, the defendants stopped the plaintiff in the course of his performance of said work.

19. Because from aught appearing, the defendants ordered the plaintiff not to complete construction of said ten unit apartment building.

20. Because said plea fails to aver what sums of money the defendants have been forced to expend to correct the alleged defective work of the plaintiff.

21. Because the allegation that the defendants have been forced and will be forced to expend great sums of money to correct the alleged defective work of the plaintiff, is a conclusion of the pleader.

22. Because no facts are averred to show the existence of an implied warranty on the part of the plaintiff.


23. Because the matters averred in said plea are not the subject of an implied warranty.

24. Because said plea fails to aver what is a reasonable charge for the work performed and furnished by the plaintiff.

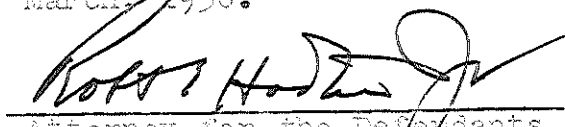
25. Because said plea fails to aver what would be a reasonable charge for the work allegedly agreed to be performed by the plaintiff.

26. Because said plea fails to aver what was a reasonable charge for the materials and supplies to be furnished by the plaintiff.

27. Because no facts are averred to show that the charges made by the plaintiff for work and labor performed, and materials and supplies furnished is unreasonable.

  
Sherman and Stone  
Attorneys for the Plaintiff

I hereby accept service of a copy of the above and foregoing demurrer this 15 day of March, 1950.

  
Robert H. Hodges  
Attorney for the Defendants

# JURY LIST, FIRST WEEK

Spring Term, March 27, 1950

No. Name Occupation Address

1 Frank Schwartz, farmer, Elberta

2 ~~Claude Cooper, farmer, Rosinton~~

3 ~~Everett M. Gidmanson, farmer, Silverhill~~ Q6

4 ~~William S. Alexander, Newport employee, Bay Minette~~ Q5

5 ~~Joe E. Still, auto dealer, Bay Minette~~ Q7

6 Charlie Gill, farmer, Rabon

7 David H. Gaar, insurance, Foley

8 ~~Sam Freeman, merchant, Robertsdale, Route~~

9 Charles Head, Jr., farmer, Stapleton

10 ~~Clarence W. Hansen, fisherman, Daphne~~ Q1

11 ~~Lawrence Dukes, pool room, Foley~~

12 ~~Clyde Steele, merchant, Bay Minette~~

13 ~~A. Kihn, carpenter, Foley~~ P5

14 ~~Irwin Stamps, laborer, Bay Minette~~

15 ~~John R. Allen, merchant, Bon Secour~~

16 ~~Bennie McComb, farmer, Elberta~~ P6

17 Henry Biggs, farmer, Lottie

18 Dewey Beech, farmer, Bon Secour

19 ~~Joseph Frolick, farmer, Silverhill~~

20 ~~Mark L. Fell, Defense, Foley~~

21 ~~Edward D. Noonan, Supt., Newport Bay Minette~~

22 ~~John W. Morris, merchant, Gateswood~~ Q2

23 Joe Long, merchant, Summerdale

24 Hans Lindorfer, Defense, Elberta

25 James D. Dreisback, farmer, Little River

26 Jennings Thomas, farmer, Foley

27 ~~John B. Hadley, dealer, Bay Minette~~

28 ~~Frank J. Mancini, Jr., farmer, Daphne~~ Q3

29 ~~Joe Manley, produce clerk, Foley~~ P7

30 ~~Howard Rhodes, farmer, Summerdale~~

31 Paul L. Cleverdon, farmer, Summerdale

32 Preston Long, farmer, Bon Secour

33 ~~Claud Laurendine, butcher, Foley~~ P3

34 ~~William C. Osborne, laborer, Foley~~ P4

35 ~~John Bitto, farmer, Elberta~~

36 ~~Harry I. West, insurance, Bay Minette~~

37 ~~James J. Palmer, salesman, Robertsdale~~ Q4

38 ~~Leo Stedham, butcher, Foley~~ P2

39 ~~Lee Parker, ship yard, Fairhope~~

40 ~~Herman P. Krueger, farmer, Foley~~ P1

41 ~~William A. Bryant, farmer, Stockton~~

42 ~~Oscar Skeoglund, merchant, Robertsdale~~

43 ~~Harry Nelson, postal clerk, Bay Minette~~

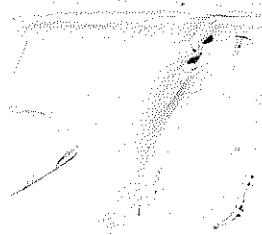
44 ~~Tom Hobbs, farmer, Robertsdale, Rt.~~

45 ~~Hiram C. Taylor, farmer, Bay Minette~~

P. 5' ++++++ + +

N. 5' ++++++ + +

29/5/18  
6/13



K. L. STOCKES,

Plaintiff,

-vs-

W. S. HOWARD and  
BIANCA EVA HOWARD,

Defendants.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 1417

INTERROGATORIES

Come the Defendants in the above cause, separately and severally and propound the following interrogatories to the Plaintiff:

1. Please attach to your answers to these interrogatories an itemized statement of all the work and labor which you claim you performed or furnished to the Defendants specifying the names of the workers, the dates the work and labor was performed or furnished, the number of hours per day of each laborer, and the exact work done by each laborer.

2. Please attach to your answers to these interrogatories a detailed, itemized statement showing the materials, fixtures and supplies furnished by you to the Defendants, the charges for each item made by you for these materials, fixtures and supplies, the date each item was furnished, the cost to you of each item, and where and when each item used in the said building.

3. When did you commence work on the said building and when did you cease work on said building?

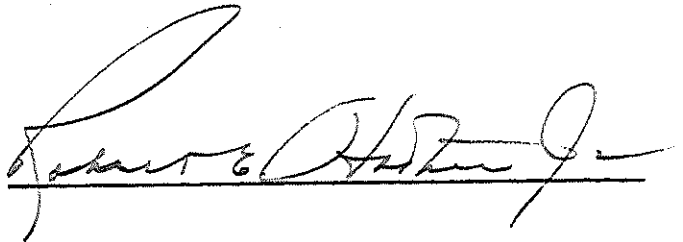
4. Please list in detail the actual construction work or improvements which you performed on the said building.

  
ATTORNEY FOR DEFENDANT.

STATE OF ALABAMA )  
COUNTY OF MOBILE )

Before me, the undersigned authority, personally

ROBERT E. HODNETTE, JR., who, by me being first duly sworn,  
deposes and says that he is the attorney for the Defendants  
in the above styled cause and that the answers to the fore-  
going interrogatories, if truthfully and completely made  
will constitute material evidence for the Defendants on the  
trial of said cause.



Subscribed and sworn to before me  
this 25<sup>th</sup> day of November, 1949.



*Merlene Schults*  
NOTARY PUBLIC, STATE OF ALABAMA AT LARGE

*Revised accepted this 25<sup>th</sup> day of November, 1949.*

*Sam. W. Ball, Jr.*  
*Attorney for Plaintiff*



Defendants Exhibit 7

...that ...  
...and ...  
...and ...  
...and ...  
...and ...

...

...

FILED  
NOV 25 1949  
MILITARY DIVISION  
U.S. DEPT. OF JUSTICE

1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 26

NAME OF WORKERS	WORK DONE	MAY 27	JUNE 1	JUNE 2	JUNE 3	JUNE 4	JUNE 6	JUNE 7	JUNE 8	JUNE 9	JUNE 10	JUNE 11	JUNE 13	JUNE 14	JUNE 15	JUNE 16	JUNE 17
H. Y. Miller	Plumber	2 hrs.	1 hrs.	3 hrs.	hrs.	hrs.	hrs.	6 hrs.	2 hrs.	1 hrs.	2 hrs.		3 hrs.	1-1/2 hrs.	1-1/2 hrs.	5 hrs.	9 hrs.
Lloyd Carlee	Plumber	9 "	9 "	9 "	9 "				9 "	9 "	9 "	4 hrs.	9 "	9 "	4 "	5 1/2 "	9 "
Travis Tillman	Plumber	9 "	9 "	9 "	9 "				9 "	9 "	9 "	4 "	9 "	9 "	4 "	5 1/2 "	9 "
W.T. (Wm.) Hall	Carpenter					5 "	9 "	9 "	9 "	9 "	9 "	5 "	9 "	9 "	8-1/2 "	9 "	9 "
Sam Gregory	Carpenter					5 "	9 "	9 "	9 "	9 "	9 "	5 "	9 "	9 "	8-1/2 "	9 "	
Mack Fell	Carpenter Hlpr.					5 "					4 "	5 "	9 "	9 "	8-1/2 "	9 "	9 "
Woodrow Walker	Painter					5 "	9 "	11 "	9-1/2 "		4 1/2 "	3-1/2 "	9 "	9 "	8-1/2 "	9 "	
J. T. Allen	Carpenter Hlpr.					5 "	9 "	11 "	9-1/2 "	9 "	9 "	5 "	9 "	9 "	8-1/2 "	9 "	
Wm.(Billy) Hall	Plasterer Hlpr.					5 "	9 "	9 "	9 "	9 "	9 "	5 "					
Howard Hall	Gen. Helper					5 "	9 "	9 "	9 "	9 "	9 "						
Curtis Cowart	Carpenter Hlpr.					5 "					4 "	5 "	9 "	9 "	8-1/2 "	9 "	9 "
Anton Werner	Plasterer					3-1/2 "	9 "	3 "		9 "	9 "						
Arnold Werner	Plasterer					3-1/2 "	9 "	3 "		9 "	9 "						
Chas. Werner	Plasterer Hlpr.					3-1/2 "	9 "	3 "		9 "	9 "						
Lyle Larson	Carpenter					5 "					4 "	5 "	9 "	9 "	8-1/2 "	9 "	9 "
Harold Sellers	Carpenter						9 "	9 "	9 "	9 "	9 "	5 "	9 "	9 "	8-1/2 "	9 "	
John Lindsey	Carpenter						9 "	9 "	9 "	9 "	9 "	5 "	9 "	9 "	8-1/2 "	9 "	
A. C. Lawson	Carpenter										9 "		9 "	9 "	8-1/2 "		
Riley Weeks	Carpenter																
K. L. Stockes	Gen. Foreman					5 "		7 "	9 "			3-1/2 "	9 "	12 "	8-1/2 "	6-1/2 "	7-1/2 "
C. W. Walker	Carpenter										4 "	5 "	9 "	9 "	8-1/2 "	9 "	9 "
	Concrete Mixer							2-1/2 "	5 "			2 "	1 "				
W. T. White	Gen. Helper											3-1/2 "	9 "	9 "	8-1/2 "	9 "	9 "

K. L. STOCKES,

Plaintiff,

vs.

W. S. HOWARD and BIANCA  
EVA HOWARD,

Defendants.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

AT LAW.

NO. 1417

Comes the plaintiff in the above entitled cause, and for answers to the interrogatories propounded to him by the plaintiffs says:

1.

2. The following materials, fixtures and supplies were furnished by the plaintiff to the defendants and were used in and about the construction of said building, on the dates indicated, and for the sum or sums of money set forth:

MAY 27, 1949

7½ doz. brass screws	\$ 1.65
25 - ½ x 15 bolts	4.25
140 lft. 1 x 2 cyp.	2.33
11 rls. - 30# felt	35.20.
	<u>43.43</u>
Sales Tax	.87
	<u>\$ 44.30</u>

JUNE 3, 1949

2 louvres 20 x 24	8.00
Sales Tax	.16
	<u>\$ 8.16</u>

JUNE 10, 1949

1 doz. sandpaper	.30
28# green concrete color	14.84
	<u>15.14</u>
Sales Tax	.30
	<u>\$15.44</u>

JUNE 16, 1949

24 lin. ft. 1 x 3 #C	.90
156 " " 1 x 2 #C	3.90
35 " " reinforce mesh	2.00
7 1/8 terra cotta bend	7.00
30 lft. 1 x 6 S 4 S #C	2.25
18 " 1 x 8 S 4 S #C	1.80
18 sq. ft. ½ plyboard	3.60
84 lft. 1 x 2 S 4 S #C	2.10
42 sq. ft. 3/4" plyboard	11.76
1# glass clips	.35
8 glass 15 x 20 double strength	8.00
13 " 12 x 16	4.80
15# steel sash putty	1.65
9 pr. cabinet hinges chrome	4.95

36 lft. 1 x 6 S 4 S #0

\$ 2.70

Sales Tax

57.76

1.16

Credit three brushes

58.92

-4.59

\$ 54.33

MAY 27, 1949 through JUNE 17, 1949:

160' 3/4" copper 56.00

100' 1/2" " 22.00

5' 3" C.I.S.H. pipe 4.50

4# lead 1.40

100' 1/2" tubing 22.00

160' 3/4" " 56.00

20' 1/2" " 4.40

80' 3/4" " 28.00

20' 1/2" " 4.40

40' 1/2" " 8.80

49 - 1/2" Ells 14.70

9 - 3/4" couplings 2.25

14 - 3/4" Tees 7.70

27 - 3/4 x 3/4 x 1/2" Tees 14.85

13 - 3/4" Ells 5.20

14 - 3/4 x 1/2" Ells 5.60

10 - 1/2" Adapters 3.00

3 - 1/2" Pipe Caps .45

3 - 1/2" Nipples .60

6 - Rolls Solder 8.10

4 Boxes paste 1.40

5 Gal. White Gas 1.50

12 - 1/2" Adapters 3.60

7 - 1 1/4" Nipples 2.45

1 - 1 1/4" Union 1.75

2 - 1 " Galv. Ells .70

6' - 1 " " Pipe 1.32

7' 1½" Pipe	2.10
2 - 1" Nipples	.60
2 - 1½" x 1" Bushings	.60
2 - ½" Plugs	.60
1 - 1½" Plug	.20
11 x ¾" Bushing	.25
2 ¾" Ells Copper	1.20
2 ¾" Adapters	.80
1 ¾" Tubing Valve	1.50
3 ½" Tail Pieces	1.50
8 ½" 45° Ells Copper	2.80
8 ½" Couplings Copper	2.00
2 rolls Solder	2.70
1 Box Paste	.35
2 Rolls Solder	2.70
2 Boxes Paste	.70
<del>20# Lead</del>	<del>7.00</del>
4 2" C. I. Tees	5.00
7 2 x ½" C. I. Bends	5.60
25' 2" S.H.C.I. Pipe	18.22
15' 2" D.H.C.I. Pipe	13.04
3 Sets Tail Pieces	1.20
3 1½" Slip Nuts	1.20
5# Oakum	1.50
80' ½" Copper	17.60
42½" Ells Copper	12.60
14 ½" Nipples	2.80
<del>3 Closet Collars</del>	<del>3.00</del>
3 Closet Cushions	1.50
6 Closet Bolts	.90
6# Lead	2.10
41½" 45° Ells	2.80

1 1½" 90° Ell	.55
3 1½" Slip Nuts	1.05
1 1½ x 1½" Bushing	.35
1 1½" Check Valve	6.50
2 1½" Couplings	.80
12 3/4" Tees	6.60
8 3/4" Ells	3.20
12 3/4" x 3/4" x 1/2" Tees	6.60
10 3/4 x 1/2" Ells	4.00
27 ½" Ells	8.10
4 ½" Tapped Ells	1.40
3 3/4" Couplings	.75
7 ½" Nipples	1.40
3 ½" Plugs	.45
20' 3/4" Tubing	7.00
40' ½" Tubing	8.80
1 Roll Solder	1.35
6 ½" Ells	1.80
5 3/4" Tees Copper	2.75
5 3/4 x 1/2" Ells Copper	2.20
1 ½" Tee Copper	.35
8 ½" Ells Copper	2.40
3 ½" Adapters	.90
1 ½" Nipple Galv.	.20
1 ½" Ell Galv.	.25
1 ½" Coupling Copper	.20
12 ½" Couplings Copper	3.00
6 ½" Adapters	1.80
Material	\$474.08
Tax	9.67
TOTAL	<u>\$483.75</u>
	\$ 605.98

The Plaintiff objects to stating the cost of each item to him, because the same calls for irrelevant, incompetent and immaterial evidence.

3. The plaintiff commenced work on or about April 26, 1949, and stopped work on the building under directions from the defendants on June 17, 1949.

4. The construction work or improvements which the plaintiff performed on said building were carpenter work, painting, plastering, and plumbing.

Johnston McCall & Phurston  
Keybank Chas. & Co.  
Attorneys for the Plaintiff

STATE OF ALABAMA )

COUNTY OF MOBILE )

Before me, a notary public in and for said State and County, personally appeared K. L. Stockes, who upon being first duly sworn on oath, deposes and says that the above and foregoing answers to interrogatories propounded to him by the defendants in the above entitled cause are true and correct.

K. L. Stockes  
K. L. Stockes

SUBSCRIBED and sworn to before me  
this 16 day of January, 1950.

Ellis J. Anderson  
NOTARY PUBLIC, MOBILE COUNTY, ALABAMA.

I hereby accept service of a copy of the above and foregoing Answers to interrogatories on this 17th day of January, 1950.

Robert E. Anderson Jr.  
Attorney for the Defendants.



FILED  
JAN 28 1950  
ALICE J. DUCK, Clerk

JOHNSTON, McCALL & JOHNSTON  
LAWYERS  
EIGHTH FLOOR FIRST NATIONAL BANK ANNEX  
MOBILE, ALABAMA

SAMUEL M. JOHNSTON  
DAN T. McCALL, JR.  
WILLIAM E. JOHNSTON  
PERCY W. JOHNSTON, JR.  
SAMUEL M. JOHNSTON, JR.

January 17, 1950

MAILING ADDRESS:  
P. O. BOX 550  
MOBILE 4, ALABAMA

Mrs. Alice J. Duck  
Clerk of the Circuit Court  
Baldwin County Court House  
Bay Minette, Alabama

Re: Stockes vs. Howard, et al.  
No. 1417.

Dear Mrs. Duck:

Enclosed herewith are the answers of the plaintiff to the interrogatories propounded to him by the defendants in the above matter. You will please note that the defendants' attorney has accepted service of a copy of the answers. Please mark the original answers filed in this cause.

Very truly yours,

  
Dan T. McCall, Jr.

DTM,jr/lg

Encl.

cc: Messrs. Hybart, Chason & Stone  
Attorneys at Law  
Bay Minette, Alabama

K. L. STOCKES,

Plaintiff,

-vs-

W. S. HOWARD and  
BIANCA EVA HOWARD,

Defendants.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 1417

Come the Defendants, W. S. HOWARD and BIANCA EVA HOWARD, separately and severally and in answer to the Complaint of the Plaintiff and to each and every Count thereof, namely, Counts One, Two and Three, separately and severally file the following separate and several Pleas:

Plea One: The material allegations are untrue.

Plea Two: That the Defendants are not guilty of the matters alleged therein.

Plea Three: That the work and labor done as alleged by the Plaintiff was not done in a competent and workmanlike manner and Plaintiff failed to complete said work in a competent and workmanlike manner.

Plea Four: Plaintiff claims of the Defendants by way of recoupment the sum of Three Thousand and no/100 (\$3000.00) Dollars for that heretofore under and by virtue of the terms of the oral agreement sued on, Plaintiff agreed to complete the erection of a building for the Defendants in accordance with plans furnished him and the Plaintiff failed to complete said building in accordance with said plans and Defendants aver that they have been forced and will be forced to expend large sums of money to correct the work of the Plaintiff and in completing their said building in accordance with said plans all to their damage in the aforesaid sum of Three Thousand and no/100 (\$3000.00) Dollars.

  
ATTORNEY FOR DEFENDANTS

Defendants demand a trial of this cause by a jury.

  
ATTORNEY FOR DEFENDANTS

ALICE J. DUCK, Clerk

NOV 15 1949

FILED



the work performed on said building by the plaintiff was defective and not performed in a workman-like manner, labor hours and rates charged by plaintiff to defendants therefor were excessive, the work performed on said building by the plaintiff was so defective and unworkman-like that defendants have had or will have to expend great sums for new materials for correcting the defects in workmanship, the foundation of said building has no reinforcements, and is not level, hot water compartments and pump house attached to the building are breaking away from the main wall, the brick tile walls of said building are not straight, the mortar joints thereof are not sealed properly, the angle iron in same was improperly placed, the plumbing in said building was improperly installed and a tile wall had to be cut away by plaintiff in order to insert water lines, the concrete septic tank built by plaintiff was improperly constructed and not in accordance with requirements of the State Board of Health, the sewerage line from the ten units to the septic tank does not drain to the septic tank and has been condemned by the Board of Health, the individual outlets into the sewerage line from each of the ten units are improperly installed in that the flow from the bath room installations enter the sewerage lines or pipes in the opposite direction of the flow of the sewerage lines so that the same will not drain into the septic tank, the terra cotta drain tiles were improperly installed in that the same were laid directly over the well which supplies drinking water to the ten units and must be replaced with cast iron pipes, the door ways in said units were improperly constructed in that the same are too narrow to allow the heaters for the units of said building to be brought into the units even though

plaintiff was furnished with the required size of the doors to accommodate the heaters, the shower heads in the bath rooms were installed too low, no shutoff valves were installed on the lavatories, toilets, showers or kitchen sinks in the units, door and window frame moldings were not fitted properly but were left with spaces at the corners and joints, wood work trim around the windows were installed contrary to instructions of the defendants to place no wood work trim around windows, the brick tile partitions inside the building are not tied or fastened to the walls of the building but have cracked loose, the partitions between the kitchen and living room in, to-wit, four of the apartments are loose and improperly joined to the walls, the windows installed are loose in the frames and improperly installed, rain water seeps into the interior of the building between the windows and walls causing the plaster to be streaked and ruined, the doors installed or hung on the three southern most units were improperly fitted, the ceilings in three southern most units were not properly constructed, the trim work, that is, the crown molding on the inside of the units were spattered with paint when plaintiff painted the ceiling and must be replaced or cleaned, the kitchen sinks were not properly installed, the kitchen cabinets built in the kitchens of the three southern most units were left in an unfinished condition and the remainder of the cabinets in the remaining units were not even started, the composition table top coverings on the kitchen cabinets were cut too large to fit the cabinets and were installed improperly so that the same do not fit flat and even, the entire building is not properly tied

together in that the ceiling joists throughout the building were not lined up with the rafters nor nailed or secured to the rafters, the ten grease traps were not completed and are out of line so that the same will not drain properly.

And defendants say that the plaintiff has failed or refused to perform his part of said oral agreement as above set out and hence should not recover.

Plea Four:

And defendants, by way of set off or recoupment, say that the plaintiff failed or refused to perform his part of the oral agreement set out in Plea Three above, the allegations of which said Plea Three are adopted by reference herein, and that as a result of the defective workmanship and defects in the said building, the defendants have been forced and will be forced to expend great sums of money to correct the defective work of the plaintiff and in purchasing additional materials and in hiring additional labor to so correct defective work, all to the defendants' damage in the sum of Four Thousand and no/100 (\$4,000.00) Dollars;

WHEREFORE, defendants offer to set off or recoup said sum of Four Thousand and no/100 (\$4,000.00) Dollars and claims judgment against the plaintiff for the excess.

Defendants further amend their pleas by adding the following separate and several pleas to each and every count of the complaint separately and severally:

Plea Five:

Defendants say that the work and labor and materials, fixtures and supplies furnished by the plaintiff to the defendants and which is the subject of this suit were furnished under and by virtue of an oral agreement between



the plaintiff and the defendants entered into on, to-wit, April 20, 1949, whereby the plaintiff agreed to perform or furnish the necessary labor and materials to complete the construction of a ten unit apartment building on the property as described in Count One of the Complaint and the defendants agreed to pay the plaintiff the reasonable charges therefor and the plaintiff impliedly warranted that he would perform or furnish said labor in a workman-like manner and that he would make reasonable charges therefor and for the materials and supplies to be furnished by him and in completing the construction of said building in a reasonable length of time.

And defendants allege that though they have performed their part or are ready, willing and able to perform their part of said oral agreement the plaintiff has breached said implied warranty in that the labor performed or furnished by the plaintiff was excessive, the work performed on said building by the plaintiff was defective and not performed in a workman-like manner, labor hours and rates charged by plaintiff to defendants therefor were excessive, the work performed on said building by the plaintiff was so defective and unworkman-like that defendants have had or will have to expend great sums for new materials for correcting the defects in workmanship, which said defective work performed by plaintiff are as specified in Plea Three, hence plaintiff should not recover.

**Plea Six:**

And defendants, by way of set off or recoupment, say that the plaintiff breached said implied warranty, as alleged in Plea Five, the allegations of which said Plea Five are adopted by reference herein, and that as a result of the

defective workmanship and defects in the said building, the defendants have been forced and will be forced to expend great sums of money to correct the defective work of the plaintiff and in purchasing additional materials and in hiring additional labor to so correct defective work, all to the defendants' damage in the sum of Four Thousand and no/100 (\$4,000.00) Dollars:

WHEREFORE, defendants offer to set off or recoup said sum of Four Thousand and no/100 (\$4,000.00) Dollars and claims judgment against the plaintiff for the excess.

J.B. Blackburn  
(Att)  
Robert H. Huth Jr.  
ATTORNEYS FOR DEFENDANTS

July 3-14-50  
Arch. Sect.  
cont.

471

K. L. STOCKES,

Plaintiff,

vs.

W. S. HOWARD AND BIANCA  
EVA HOWARD,

Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

LAW SIDE.

No. 1417.

Comes the Plaintiff in the above styled cause and joins  
issue on the Defendants' plea 3, plea 4 ~~as amended~~, plea 5 and  
plea 6 as amended.

*Chesnut & Stone*

*John M. Baker & Johnston*  
Attorneys for Plaintiff.

Filed: March 30, 1950  
J. Paul J. Marshall  
Judge.

K. L. STOCKES,	*	IN THE CIRCUIT COURT OF
Plaintiff,	*	BALDWIN COUNTY, ALABAMA.
vs	*	AT LAW. NO. 1417
W. S. HOWARD and BIANCA	*	
EVA HOWARD,	*	
Defendants.	*	
	*	
	*	

Come the defendants in the above cause and amend  
Plea Three as last amended as follows:

By changing the first paragraph of said Flea so that  
the same shall read as follows:

"Plea Three:

Defendants say that the work and labor and materials,  
fixtures and supplies furnished by the plaintiff to the  
defendants and which is the subject of this suit were  
furnished under and by virtue of an oral agreement between  
the plaintiff and the defendants entered into on, to-wit,  
April 20, 1949, whereby the plaintiff agreed to perform  
or furnish the necessary labor and materials to complete  
the construction of a ten unit apartment building on the  
property as described in Count One of the Complaint and  
the defendants agreed to pay the plaintiff the reasonable  
charges therefor and the plaintiff agreed that he would  
perform or furnish said labor in a workman-like manner  
and that plaintiff was to personally stay on the job and  
supervise the said construction using six workmen thereon  
and that he would complete the construction by the end of  
May, 1948."

By adding to the second paragraph of said plea the  
following:

"That plaintiff did not stay on the job or personally  
supervise said construction."

By changing Plea Four so that the same shall read  
as follows:

"Plea Four:

And defendants, by way of recoupment allege that the plaintiff failed or refused to perform his part of the oral agreement set out in Plea Three above, the allegations of which said Plea Three are adopted by reference herein, and that as a result of the defective workmanship and defects in the said building, the defendants have been forced and will be forced to expend great sums of money to correct the defective work of the plaintiff and in purchasing additional materials and in hiring additional labor to so correct defective work, all to the defendants' damage in the sum of Four Thousand and no/100 (\$4,000.00) Dollars;

WHEREFORE, defendants claim of the plaintiff by way of recoupment said sum of Four Thousand and no/100 (\$4,000.00) Dollars and claims judgment against the plaintiff for the excess. "

By changing Plea Six so that the same shall read  
as follows:

"Plea Six:

And defendants, by way of recoupment, say that the plaintiff breached said implied warranty, as alleged in Plea Five, the allegations of which said Plea Five are adopted by reference herein, and that as a result of the defective workmanship and defects in the said building, the defendants have been forced and will be forced to expend great sums of money to correct the defective work of the plaintiff and in purchasing additional materials and in hiring additional labor to so correct defective work, all

to the defendants' damage in the sum of Four Thousand and  
no/100 (\$4,000.00) Dollars;

WHEREFORE, defendants claim of the plaintiff by way  
of recoupment said sum of Four Thousand and no/100 (\$4,000.00)  
Dollars.

*J.B. Blackman*  
#  
*Robert E. Hodkin Jr.*  
ATTORNEYS FOR DEFENDANTS



Stockes  
vs.  
Howard

Filed: March 30, 1960

Jeffery M. Masliberry  
Judge.

K. L. STOCKES,

Plaintiff,

VS.



W. S. HOWARD AND BIANCA HOWARD,

Defendants.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

Come the Defendants and amend their Pleas heretofore  
filed by adding Plea 7, as follows:

"The Defendants for answer to the complaint saith that  
they have paid the debt, for the recovery of which this suit was  
brought, before action was commenced.

  
  
Attorneys for Defendants

Stockes

MS 1417

vs.  
Howard et al.

Plea

Filed: April 5, 1950

Jefair J. Middlebury Jr.  
Judge.

ELLIOTT G. RICKARBY

LAW OFFICES  
RICKARBY & RICKARBY  
FAIRHOPE, ALABAMA

E. G. RICKARBY, JR.

October 10, 1949

Mrs. Alice J. Duck, Register,  
Bay Minette,  
Alabama.

RE: AMERICAN COFFEE CO., VS HOILES FOOD  
STORES

Dear Mrs. Duck:

With this we hand you summons and complaint in the matter of the American Coffee Company vs Hoiles Food Stores; also deposit for costs in the sum of \$15.00, paid by client's check; also itemized and verified statement of account. The Defendant's address is Robertsdale.

Yours very truly,

RICKARBY & RICKARBY

By: *E. G. Rickaby Jr.*

EGRjr:hb

Enc - 3

cc - Dun & Bradstreet  
660

1417

American Coffee Co

vs.

Walter Hoiles

on account

---

filed 10-17-49

Rickaby

STATE OF Louisiana  
Parish  
~~COUNTY~~ OF Orleans

Before me the undersigned Notary Public personally appeared

-----George W. Dodge----- who, being first duly sworn, deposes

and says that he is the Vice-President of

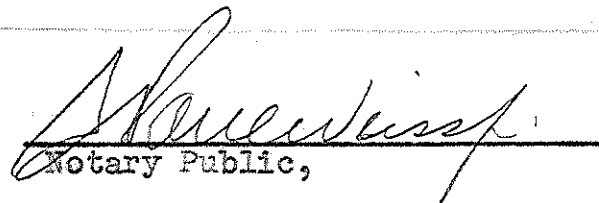
AMERICAN COFFEE CO., INC. , and as such has knowledge of the

correctness of the account between said firm and Hoiles Food Stores,  
Robertsdale, Ala., and that the attached itemized statement correctly

shows such account, and that the balance of Two hundred ninety-two & 97/100  
dollars  
as shown on said statement is still due and unpaid.

Subscribed and sworn to before me on this the 30 day of

September, 1949.

  
Notary Public,

1417 RECORDED

FILED

OCT 17 1919

ALICE J. DUCK, Clerk