C. S. TRAWICK, CLARENCE E. TRAWICK and H. E. TRAWICK, individually and as partners doing business under the firm name and style of C. S. TRAWICK AND SONS, a partnership, Plaintiffs, vs. E. H. SKIPPER, Defendant.	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA. AT LAW. No. 1666

COUNT ONE

Plaintiffs claim of the defendant the sum of TWO THOUSAND and no/100 ($2,000.00) DOLLARS for work and labor done upon, and building material, and supplies furnished by the plaintiffs to the defendant at his request for a pier, wharf or improvement upon the land of the defendant situated in the County of Baldwin, State of Alabama, described as follows:

> Lot Five (5), Block Two (2), Unit Five (5) of Gulf Shores, Alabama, according to a plat thereof recorded in Map Book 3, Page 121 in the office of the Judge of Probate of Baldwin County, Alabama.

Plaintiffs aver that said work and labor was performed and material and supplies furnished by them for the building or construction of a pier or wharf on the above described land of the defendant under and by virtue of a contract made and entered into by and between the plaintiffs with the defendant on the 10th day of November, 1950, supplemented by an agreement made and entered into by said parties on, to-wit, the 5th day of January, 1951, for which the defendant was to pay said plaintiffs the sum of FOUR THOUSAND FIVE HUNDRED ($4,500.00) DOLLARS, and although the plaintiffs have fully performed the provisions of said contract and supplement thereto, the defendant owes and is indebted to them under said contract in the sum of TWO THOUSAND and no/100 ($2,000.00) DOLLARS, with interest from to-wit, the 1st day of February, 1951, when the last item of work and labor was performed by the plaintiffs for the building or construction of said pier,

wharf or improvement on the above described land of the defendant, and plaintiffs further aver that on to-wit, the 6th day of March, 1951, which was within six (6) months thereafter, they 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 oath, 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 hereto attached, marked "Exhibit 1", and made a part hereof; wherefore, plaintiffs claim judgment against said defendant in the aforementioned sum of TWO THOUSAND and no/100 ($2,000.00) DOLLARS, with interest thereon from to-wit, the 1st day of February, 1951, which sum of money is due and still unpaid, and, a judgment establishing the lien and condemning said property to sale for the satisfaction thereof.

COUNT TWO

Plaintiffs claim of the defendant the sum of TWO THOUSAND and no/100 ($2,000.00) DOLLARS due by an account on to-wit, the 1st day of February, 1951, together with interest thereon which is past due and unpaid, and plaintiffs aver that said account represents work and labor performed by the plaintiffs, and building materials and supplies furnished by them to the defendant for the building or construction of a pier, wharf or improvement upon certain real property of the defendant, situated in the County of Baldwin, State of Alabama, as follows:

> Lot Five (5), Block Two (2), Unit Five (5) of Gulf Shores, Alabama, according to a plat thereof recorded in Map Book 3, Page 121 in the office of the Judge of Probate of Baldwin County, Alabama.

And, plaintiffs claim a lien on said real property as provided for mechanics and materialmen by law, and plaintiffs further aver that on to-wit, the 6th day of March, 1951, plaintiffs filed in the office of the Judge of Probate of the County of Baldwin, State of Alabama, a statement in writing, claim-

ing a lien upon the above described real property, verified by oath, containing the amount of the demand secured by said lien, after all just credits had been given, a description of the property upon 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, and plaintiffs pray that said lien may be established, and that said real property be condemned for the satisfaction of said indebtedness, and that the same be ordered sold to satisfy said indebtedness.

COUNT THREE

Plaintiffs claim of the defendant the sum of TWO THOUSAND and no/100 ($2,000.00) DOLLARS, due from him by account on the 1st day of February, 1951, which sum of money, with interest thereon, is still unpaid.

COUNT FOUR

Plaintiffs claim of the defendant the sum of TWO THOUSAND and no/100 ($2,000.00) DOLLARS, due from him for goods and chattels sold, and work and labor done for the defendant by the plaintiffs during the period of to-wit, November 10, 1950 to to-wit, February 1, 1951, at his request, which sum of money with the interest thereon is still unpaid.

COUNT FIVE

Plaintiffs claim of the defendant the sum of ONE HUNDRED TWENTY-TWO and 51/100 ($122.51) DOLLARS, due from him by account on to-wit, the 1st day of October, 1950, which sum of money with the interest thereon is still unpaid.

COUNT SIX

Plaintiffs claim of the defendant the sum of ONE HUNDRED TWENTY-TWO and 51/100 ($122.51) DOLLARS, due from him for goods and chattels sold, and work and labor done for the defendant by the plaintiffs, in to-wit, the month of February,

1950, at his request, which sum of money with the interest thereon is still unpaid.

Cecil G. Chason

Chason and Stone

Johnston, McCall and Johnston

ATTORNEYS FOR THE PLAINTIFFS.

Count Four of the above and foregoing complaint is brought upon an itemized statement of account, verified by oath, which is attached hereto, marked "Exhibit 2" and made a part hereof.

Cecil G. Chason

Chason and Stone

Johnston, McCall and Johnston

ATTORNEYS FOR THE PLAINTIFFS.

STATE OF ALABAMA

BALDWIN COUNTY

C. S. Trawick & Sons, a partnership, files this statement in writing, verified by the oath of Clarence E. Trawick, a partner, who has personal knowledge of the facts herein set forth, that the said C. S. Trawick & Sons, a partnership, claims a lien upon the following property situated in Baldwin County, Alabama, to-wit:-

> Lot five (5), Block two (2), Unit five (5) of Gulf Shores, Alabama, according to a plat thereof recorded in Map Book 3, Page 121 in the office of the Judge of Probate of Baldwin County, Alabama.

This lien is claimed separately and severally as to both the buildings and improvements thereon and the said land; that said lien is claimed to secure an indebtedness of Two Thousand Dollars ($2,000.00) with interest from to-wit, the first day of February, 1951, for materials and labor in the construction of a building and pier on said land, all in accordance with a contract and agreement made and executed on the 10th day of November, 1950, and a supplemental contract and agreement made and executed on the 5th day of January, 1951. The name of the owner or proprietor of said property is Eugene H. Skipper.

C. S. TRAWICK & SONS, a partnership,

By /s/ Clarence E. Trawick
Claimant

STATE OF ALABAMA

BALDWIN COUNTY

Before me, Cecil G. Chason, a Notary Public in and for said County of Baldwin, State of Alabama, personally appeared Clarence E. Trawick, who being duly sworn, deposes and saeth: 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/ Clarence E. Trawick
Affiant

SEAL

Sworn to and subscribed before me, a Notary Public, on this 6th day of March, 1951.

/s/ Cecil G. Chason
Notary Public, Baldwin County
State of Alabama

STATE OF ALABAMA, BALDWIN COUNTY

Filed 3-6-51 4:30 P.M.
Recorded Ex & Lien book 3 page 78
/s/ W. R. Stuart
Judge of Probate

T-

"EXHIBIT 1"

~~Compl~~ Plaintiff Exhibit 5.
Ora D. Nelson
Court Reporter

ITEMIZED STATEMENT OF ACCOUNT DUE BY E. H. SKIPPER TO C. S. TRAWICK & SONS

STATEMENT OF STORM REPAIR IN SEPTEMBER, 1950:

2 pcs. glass 24" x 24"	$ 1.92
1 lb. putty	.20
1 small box points	.05
1/3 square Tite-on roofing shingles	3.00
4 pcs. 2 x 10 x 10' long	5.97
10 pcs. 2 x 6 x 12' long	6.00
10 pcs. 2 x 4 x 10' long	5.00
2 creosote fence post	1.40
Tax on materials	.47
23½ hours labor @ 1.00	23.50
50 hours labor @ 1.50	75.00
Total	$122.51

STATE OF ALABAMA }

COUNTY OF BALDWIN }

Before me, Cecil G. Chason, a notary public in and for said state and county, personally appeared CLARENCE E. TRAWICK, who upon being first duly sworn, on oath, deposes and says that he is one of the partners of the partnership composed of C. S. Trawick, Clarence E. Trawick and H. E. Trawick, doing business under the firm name and style of C. S. TRAWICK & SONS, and that he has personal knowledge of the correctness of the above and foregoing account, and that said account as above stated between the plaintiffs and the defendant is true and correct after the allowance of all credits to which the defendant is entitled.

Clarence E. Trawick

Subscribed and sworn to before me this 25th day of May, 1951.

Cecil G. Chason
NOTARY PUBLIC, BALDWIN COUNTY, ALABAMA

"EXHIBIT 2"

C. S. TRAWICK, CLARENCE E. TRAWICK AND H. E. TRAWICK, individually and as partners doing business under the firm name and style of C. S. TRAWICK AND SONS, a partnership,	)	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, AT LAW NO. 1666
PLAINTIFFS	)	
VS	)	
E. H. SKIPPER	)	
DEFENDANT	)	

Now comes the Defendant and amends his answers heretofore filed in this cause, and for answer to the Plaintiff's complaint and to each count thereof separately and severally says:

A. That the facts therein alleged are untrue.

B. That the account sued on was paid in full before the commencement of this action.

C. And for further answer to Counts One and Two the Defendant says: That the account sued upon for which this suit was brought has failed in that the consideration for the said indebtedness was that the Plaintiff would furnish the work, labor, material and supplies for the building or construction of a pier or wharf on the property described in the Plaintiff's complaint and that the Plaintiffs have not complied with the terms and conditions of the said contract in that the said pier or wharf was not constructed in workman like manner; that the said pilings are not in accordance with the terms and conditions of the contract; that the said wharf is not braced in accordance with the terms and conditions of the said contract; that the said wharf or pier was not constructed according to the plans agreed upon by the Plaintiff and the Defendant; that the pilings used in the construction of the said wharf or pier were not of the length specified in the contract; that the said pilings in said wharf or pier were not driven into the ground as required by said contract; that the top of the wharf was not six feet above low tide as required by the said contract; that the said capsills were not placed or constructed in accordance with the terms and conditions of the contract; that the said sills were not fastened to or tied to the pilings as required by the terms and conditions of the contract,

Received in Sheriff's Office
this 31 day of May 1951
TAYLOR WILKINS, Sheriff

Executed 6-2 1951
by serving copy of within Summons and Complaint on

E. H. Skipper

Taylor Wilkins Sheriff
By Vt F Half Deputy Sheriff

We the Jury find for the Plantiff $1700.00 without Interest on Counts one through 4.

W. G. Hobbs
Foreman

We the Jury find for the Plantiff $122.57 without Interest on Counts 5 and 6.

W. G. Hobbs

No 1666

SUMMONS AND COMPLAINT

C. S. TRAWICK, CLARENCE E. TRAWICK and H. E. TRAWICK, Individually and as partners doing business under the firm name and style of C. S. TRAWICK AND SONS, a partnership,

Plaintiffs,

vs.

E. H. SKIPPER,

Defendant.

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

Filed: May 31, 1951.

Clerk.

RECORDED

LAW OFFICES
[redacted], CHASON & STONE
BAY MINETTE, ALABAMA

We, the jury, find for the Plaintiffs under counts 1 through 4 and assess their damages at $1700.00, without interest, and we further find that a material means! Lien has been established by the Plaintiffs on the pier and land on which the same is situated as claimed in the complaint.

W. G. Hobbs.
Foreman

in a workman like manner; that the decking on the wharf or pier was not in accordance with the terms and conditions of the contract, in that it was not of uniform thickness and laid in accordance with the terms and conditions of the contract in a workman like manner; that the said wharf or pier is not straight as required by the terms and conditions of the said contract; that the said Wharf is not level as required by the terms and conditions of said contract; that the bannisters was not constructed in accordance with the terms and conditions of the contract and in accordance with the agreement between the Plaintiff and the Defendant; that the materials, except piling, were not treated with coopertox in accordance with the terms and conditions of the contract; that the drift bolts were not placed or fixed in accordance with the terms and conditions of the contract and in a workman like manner; that the said decking on the pier has cracks between the decking boards varying from one eighth of an inch to three inches; that the decking on the said pier is laid in such a menner as to make it hazardour for anyone, especially small children to walk out on the said pier or wharf; that the Plaintiff placed 2x6 boards, scrap lumber on top of the piling so as to raise them, contrary to the terms and conditions of the said contract; that the said wharf or pier was not constructed in a workman like manner.

D. and for further answer to counts ~~three~~, ~~four~~, five and six of the Plaintiff's complaint the Defendant says: that there has been an accord and satisfaction of the demand upon which this suit is brought in this: that heretofore on to-wit, the 10th day of November, 1950, and before the filing of this suit there was a bona fide dispute between the Plaintiffs and the Defendant as to the amount of the Plaintiffs claim; that the Defendant prior to the filing of this suit paid to the Plaintiff, on to-wit, the 10th dayof November, 1950, in cash, or by releasing funds in the Farmers & Merchants Bank, Foley, Alabama, the sum of $79.89; that the Plaintiffs accepted said payment of said sum in full satisfaction and discharge of said claim; wherefore the Plaintiffs ought not to maintain this action.

Attorneys for the Defendant

RECORDED

Trawick
vs.
Skipper

Amended answer

Filed: 10-18-57.

Jeffairy, Marlborough
Judge.

C. S. TRAWICK, CLARENCE E. TRAWICK, and H. E. TRAWICK, individually and as partners doing business under the firm name and style of C. S. TRAWICK AND SONS, a partnership,	)	IN THE CIRCUIT COURT OF
Plaintiffs,	)	BALDWIN COUNTY, ALABAMA
vs.	)	AT LAW.
E. H. SKIPPER,	)	
Defendant.	)	

Come the Plaintiffs in the above entitled cause and demur to Plea C of the defendant's answer as last amended on the following separate and several grounds:

1. Because the same alleges no facts which are not available to the defendant under a plea of the general issue.

2. Because all of the facts avered by the defendant in said plea are available to him under a plea of the general issue.

3. Because said plea fails to aver what the contract between the parties was.

4. For aught that appears the contract referred to in the plea does not contemplate the separate instruments making up the agreement sued on.

5. Because the allegation that said pier or wharf was not constructed in a workman like manner is but a conclusion of the pleader.

6. Because the allegation that said pilings are not in accordance with the terms and conditions of the contract, is a conclusion of the pleader, unsupported by any facts.

Plaintiffs demur to Plea D of the defendant's answer as last amended on the following separate and several grounds:

1. Because said plea does not allege a valid consideration for accepting a less sum than $122.51, or for releasing the defendant from the payment of the account sued on.

2. Because from aught that appears the release allegedly given the defendant was without consideration.

3. Because of facts alleged in said plea, said plea does not show a payment in law of the account sued on.

4. Because the facts alleged are insufficient to show an accord and satisfaction.

Cecil G. Chason

Chason & Stone

Chason & Stone

Johnston, McCall & Johnston,

Attorneys for the Plaintiff.

RECORDED

Demurrer

Filed; 10-18-51.

Delfair J. Mattlebury Jr.
Judge.

C. S. TRAWICK, CLARENCE E. TRAWICK and H. E. TRAWICK, individually and as partners doing business under the firm name and style of C. S. TRAWICK AND SONS, a partnership,	I	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA AT LAW.
Plaintiffs,	I	
vs.	I	
E. H. SKIPPER,	I	
Defendant.	I	

Come the Plaintiffs in the above styled cause and join issue on the Defendant's Plea C and Plea D filed to the Complaint as last amended.

Cecil G. Chason

Chason & Stone

Johnston, McCall & Johnston

Attorneys for the Plaintiff.

RECORDED

Filed; 10-18-51.
Delfair J. Marshburn, Jr.
Judge

C. S. TRAWICK, CLARENCE E. TRAWICK, and H. E. TRAWICK, individually and as partners doing business under the firm name and style of C. S. TRAWICK AND SONS, a partnership, Plaintiffs, vs. E. H. SKIPPER, Defendant.	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA. AT LAW. NO._____

Come the plaintiffs in the above entitled cause, and demur to the first plea or "Count One" of the defendant's amended answer, on the following separate and several grounds:

1. Because the same contains no facts which are not available to the defendant under a plea of the general issue.

2. Because all of the matters averred by the defendant are available to him under a plea of the general issue.

3. Because said plea or "Count" alleges a mere conclusion unsupported by any facts.

4. Because said plea or "Count" fails to inform the plaintiffs of what they are to meet by way of a defense.

5. Because said plea or "Count" fails to aver what the agreement between the parties was.

6. Because no facts are averred to show that said contract was not completed as agreed upon between the parties.

7. Because the allegation that said contract was not completed as agreed upon between the parties is a conclusion of the pleader not supported by any facts.

8. Because the averment that said contract was not performed in a skilled and workmanlike manner is a conclusion of the pleader not supported by any facts.

9. Because no facts are averred to show that said contract was not performed in a skilled and workmanlike manner.

Plaintiffs demur to the second plea, or "Count Two", of the defendant's amended answer on the following separate and several grounds:

1. Because said plea or "Count" is neither in form nor substance, the general issue.

2. Because said plea or "Count" fails to aver that the allegations of the complaint are untrue.

3. Because said plea or "Count" does not constitute the general issue.

Plaintiffs demur to the third plea, or "Count Three", of the defendant's amended answer on the same separate and several grounds assigned herein by the plaintiffs, separately and severally, to the first plea, or "Count One" of the defendant's amended answer.

Plaintiffs demur to the fourth plea, or "Count Four", of the defendant's amended answer on the following separate and several grounds:

1. Because said plea, or "Count Four", fails to allege a consideration for accepting a less sum of money in satisfaction of the amount claimed.

2. Because said plea, or "Count", does not allege any facts showing a valid consideration for accepting a less sum than $122.51, or for releasing the defendant from the payment of the account sued on.

3. Because from aught that appears, the release allegedly given the defendant was without consideration.

4. Because the facts alleged in said plea, or "Count", do not show a payment in law of the account sued upon.

5. Because the facts alleged are insufficient to show an accord in satisfaction.

Cecil G. Chason

Chason and Stone

Johnston, McCall & Johnston

ATTORNEYS FOR THE PLAINTIFF

RECORDED

Re-filed: 10-18-51 to
answer as last
amended.
Tufair J. Madlibergh
Judge.

Filed 10-17-51
Alice Lenck
Clerk.

C. S. TRAWICK, CLARENCE E. TRAWICK and H. E. TRAWICK, individually and as partners doing business under the firm name and style of C. S. TRAWICK AND SONS, a partnership,	)	IN THE CIRCUIT COURT OF
Plaintiffs,	)	BALDWIN COUNTY, ALABAMA
vs.	)	LAW SIDE.
E. H. SKIPPER,	)	
Defendant.	)	

This day in open Court came the parties with their attorneys, and this cause coming on to be heard, and issue having been joined between the Plaintiffs and the Defendant, this cause having been regularly set for trial on the 17th day of October, 1951, thereupon, in open Court on the 19th day of October, 1951, in the presence of the Plaintiffs and the Defendent and their respective attorneys, came a jury of good and lawful men, to-wit, W. G. Hobbs, and eleven others, who, having been duly empaneled and sworn, according to law, well and truly to try the issue joined between the Plaintiffs and Defendant, and a true verdict to render, according to the law and 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 Plaintiffs, the Defendant, and their respective attorneys, do say:

We, the jury, find for the Plaintiffs under Counts I through 4 and assess their damages at Seventeen Hundred Dollars ($1700.00) without interest, and we further find that a materialman's lien has been established by the Plaintiffs on the pier and land on which the same is situated as claimed in the Complaint. W. G. Hobbs, Foreman.

We, the jury, find for the Plaintiffs One Hundred Twenty-two and 51/100 Dollars ($122.51) without interest, on Counts 5 and 6. W. G. Hobbs, Foreman.

It is therefore, ORDERED AND ADJUDGED by the Court that the Plaintiffs do have and recover of the Defendent the sum of Eighteen Hundred Twenty-two and 51/100 Dollars ($1822.51), 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 Plaintiffs have, and they are hereby granted, a materialman's lien on the pier located on Lot 5, Block 2, Unit 5 of Gulf Shores, Alabama, according to a plat thereof recorded in Map Book 3, page 121, in the Office of the Judge of Probate of Baldwin County, Alabama, and the land upon which such pier is located, until their judgment recovered by the Plaintiffs against the Defendant in this cause in the sum of Seventeen Hundred Dollars ($1700.00), together with costs of Court, is paid in full.

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 such judgment and costs in this cause.

Dated this 19th day of October, 1951.

Telfair J. Madlburn Jr.
Judge.

JUDGMENT

C. S. TRAWICK, ET AL.,

Plaintiffs,

vs.

E. H. SKIPPER,

Defendant.

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

Filed: October 19th, 1951.

Clerk.

RECORDED

C. S. TRAWICK, CLARENCE E. TRAWICK and H. E. TRAWICK, individually and as partners doing business under the firm name and style of C. S. TRAWICK AND SONS, a partnership, Plaintiffs, vs E. H. SKIPPER, Defendant.	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA. AT LAW. NO. _____

Comes the Defendant in the above styled cause and for answer thereof to each of the said counts, one through six separately and severally denies the allegations thereof.

C. L. Jim Thompson
Attorney for Defendant.

RECORDED

FILED

SEP 29 1951

ALICE A. [illegible], Register

Clerk

C. S. TRAWICK, CLARENCE E. TRAWICK and H. E. TRAWICK, individually and as partners doing business under the firm name and style of C. S. TRAWICK AND SONS, a partnership, Plaintiffs, vs E. H. SKIPPER, Defendant	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA. AT LAW. NO._____.

Now comes the Defendant in the above styled cause and demurs to the complaint and each count thereof both separately and severally amd for grounds for the demurrers assigns the following:

1. The complaint does not state a cause of action.

2. For aught that appears count one of the complaint does not show of what the alleged work and labor done, building material and supplies consisted.

3. For aught that appears count one of the complaint does not show any relation of the alleged supplement, to the original contract, does not show that it had bearing on said original contract or was part or parcel thereof.

4. For aught that appears count one of the complaint does not show that said work and labor was ever accepted by the defendant, or his agent.

5. For aught that appears count one of the complaint does not show that said work and labor was ever approved by the defendant or his agent.

6. For aught that appears count two of the complaint does not show of what the alleged work and labor done, building material and supplies consisted.

7. For aught that appears count two of the complaint does not show any relation of the alleged supplement, to the original contract, does not show that it had bearing on said original contract or was part or parcel thereof.

8. For aught that appears count two of the complaint does not show that said work and labor was ever accepted by the defendant or his agent.

9. For aught that appears count two of the complaint does not show that said work and labor was ever approved by the defendant or his agent.

10. For aught that appears count two of the complaint does not show that there are no prior liens or encumbrances which would take precedence over the alleged lien to plaintiff.

11. For aught that appears count two of the complaint does not allege the amount of the alleged original claim of plaintiff against defendant.

12. For aught that appears count two of the complaint does not allege the amount or kind of credit allowed, or the alleged amount due and unpaid.

13. For aught that appears count three of the complaint does not show of what the alleged account consisted.

14. For aught that appears exhibit one attached to the complaint and made a part thereof does not show of what the alleged materials and labor, allegedly furnished to the defendant consisted.

15. For aught that appears exhibit one attached to the complaint and made a part thereof does not show that the alleged supplemental agreement had any bearing on the alleged original contract or was any part or parcel thereof.

16. For aught that appears count four of the complaint does not allege any agreement between plaintiff and defendant for plaintiff to sell defendant the alleged goods and chattels or to do work and labor for defendant, for any specific price or amount.

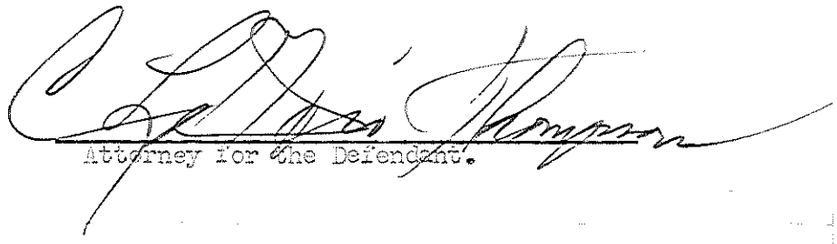
17. For aught that appears count four of the complaint does not state of what the alleged goods and chattels sold or the alleged work and labor done consisted.

18. For aught that appears no memorandum of the agreement between plaintiff and defendant is set out in the complaint or attached thereto as an exhibit, so as to give defendant notice of what or how to defend in this cause.

C. E. Thompson

Attorney for the Defendant.

Defendant demands trial by jury.



Attorney for the Defendant.

C. S. TRAWICK, CLARENCE E. TRAWICK and H. E. TRAWICK, individually and as partners doing business under the firm name and style of C. S. TRAWICK AND SONS, a partnership,

Plaintiffs,

vs

E. H. SKIPPER,

Defendant

FILED

JUN 25 1951

ALICE J. BUCK, Clerk

From the law offices of
C. LeNoir Thompson
Bay Minette, Alabama

RECORDED

RECOR-

C. S. TRAWICK, CLARENCE E. TRAWICK and H. E. TRAWICK individually and as partners doing business under the firm name and style of C. S. TRAWICK AND SONS, a partnership, Plaintiffs VS	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA AT LAW. NO. _____.
E. N. SHIFFER Defendant	

Comes the Defendant and amends his answer as amended, heretofore filed in said cause, to read as follows:

COUNT ONE

As to counts one and two, of said complaint, Defendant avers that the consideration for said agreement entered into by the parties to this cause was the full and complete performance of said contract, which Defendant avers was not performed in a skilled and workman like manner, and that said contract was not completed as agreed between the parties thereto, in that the piling in the pier does not meet the specifications of said contract and agreement and further that said pier was not constructed in accordance with the model as agreed between the parties to this cause.

COUNT TWO

Defendant says separately and severally of counts one through six of said complaint that the facts therein alleged are untrue.

COUNT THREE

As to count four of said complaint, Defendant avers that the consideration for said agreement entered into by the parties to this cause was the full and complete performance of said contract, which Defendant avers was not performed in a skilled and workman like manner, and that said contract was not completed as agreed between the parties thereto, in that said pier was not braced in a skilled and workman like manner and in that said pier was constructed in a manner that is hazardous to those using it and is of rough and irregular construction, and has other defects.

COUNT FOUR

As to counts five and six of said complaint, separately and severally, and prior to the institution of this suit on to-wit; November 10, 1950 Plaintiffs and Defendant compromised the claim alleged in said counts

wherein and whereby the Defendant paid to the Plaintiffs the sum of to-wit Seventy-nine ($79.00) Dollars in consideration of which said Plaintiffs released said Defendant of said indebtedness so that said Defendant would enter into a further contract with said Plaintiffs which execution being the contract, basis of the cause aforesaid; wherefore Defendant says he is not liable to said Plaintiffs.

C. L. Dail Thompson
Attorney for Defendant

RECORDED

AMENDED ANSWER

C. S. TRAWICK, CLARENCE E. TRAWICK and H. E. TRAWICK, individually and as partners doing business under the firm name and style of C. S. TRAWICK AND SONS, a partnership,	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA AT LAW
Plaintiffs	NO. _____.
VS	
E. H. SKIPPER	
Defendant	

Comes the Defendant and amends his answer heretofore filed in said cause, to read as follows:

COUNT ONE

As to counts one and two, of said complaint, Defendant avers that the consideration for said agreement entered into by the parties to this cause was the full and complete performance of said contract, which Defendant avers was not performed in a skilled and workman like manner, and that said contract was not completed as agreed between the parties thereto.

COUNT TWO

Defendant denies the allegations separately and severally of counts one through six of said complaint.

COUNT THREE

As to count four of said complaint, Defendant avers that the consideration for said agreement entered into by the parties to this cause was the full and complete performance of said contract, which Defendant avers was not performed in a skilled and workman like manner, and that said contract was not completed as agreed between the parties thereto.

COUNT FOUR

As to counts five and six of said complaint, separately and severally, and prior to the institution of this suit on to-wit November 10, 1950 Plaintiffs and Defendant compromised the claim alleged in said counts wherein and whereby the Defendant paid to the Plaintiffs the sum of to-wit Seventy-nine ($79.00) Dollars in consideration of which said Plaintiffs released said Defendant of said indebtedness; wherefore Defendant says he is not liable to said Plaintiffs.

ATTORNEY FOR DEFENDANT.

Jurors — Fall Term of 1951

NO.	NAME	OCCUPATION	RESIDENCE
~~1.~~	~~L. B. BROCK~~	~~Farmer~~	~~Robertsdale~~
~~2.~~	~~J. NICK SAWYER~~	Salesman	Magnolia Springs
~~3.~~	~~BERNARD DYKEMA~~		Magnolia Springs
~~4.~~	~~HILLARD V. STREET~~	Ice Plant	Fairhope
5.	ELBERT M. RHODES	Farmer	Summerdale
~~6.~~	~~NORVELLE CABINESS~~	Filling Station	Bay Minette
7.	WILLIAM GILHART	Farmer	Fairhope
~~8.~~	~~DOUGAL TAYLOR~~	Laborer	Bay Minette
9.	W. GAITHER HOBBS	Merchant	Bay Minette
~~10.~~	~~W. H. SWIFT~~	Seafood Dealer	Bon Secour
11.	LAWRENCE SUIT	Carpenter	Foley
~~12.~~	~~GEORGE F. STEVENSON~~	Oil Agent	Bay Minette
~~13.~~	~~CLAUDE S. WOODSON~~	Furniture	Bay Minette
~~14.~~	~~ERWIN A. KOEHLER~~	Merchant	Elberta
15.	JESSIE ANDREW	Telephone Operator	Daphne
~~16.~~	~~PRESTON FULFORD~~	Seafood Dealer	Bon Secour
17.	CHARLIE BARNETT	Farmer	Gateswood
~~18.~~	~~LILBERT WILSON~~	Bookkeeper	Stapleton
~~19.~~	~~TOM HOLMES~~	R. E. A.	Stockton
20.	LLOYD CLAY	Laborer	Fairhope
~~21.~~	~~DENNIS C. BYRNE~~	Mechanic	Bay Minette
~~22.~~	~~LLOYD A. BALLARD~~	Radio Repair	Bay Mnette
~~23.~~	~~WILLIAM DRYER~~	Contractor	Daphne
~~24.~~	~~JAMES E. YOUNG~~	Merchant	Bay Minette
25.	GEORGE A. LYRENE	Farmer	Silverhill
~~26.~~	~~PHILLIP KRISS~~	Farmer	Silverhill
~~27.~~	~~HERSHEL GRAY~~	Farmer	Robertsdale
~~28.~~	~~DEAN E. BUSHNELL~~		Newport, Bay Minette
29.	MURREY BRYANT	Stockton	Stockton
~~30.~~	~~CHESTER R. WHITE~~	Mechanic	Bay Minette

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Amended Answer

RECORDED

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FILED

OCT 11 1951

ALICE J. RUCK, Clerk

STATE OF ALABAMA)
BALDWIN COUNTY) IN THE CIRCUIT COURT - LAW SIDE.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon E. H. Skipper 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 same, then and there to answer the Complaint of C. S. Trawick, Clarence E. Trawick and H. E. Trawick, individually and as partners doing business under the firm name and style of C. S. Trawick and Sons, a partnership.

Witness my hand this 31st day of May, 1951.

Alice J. Newton
Clerk.