

WILLIAM R. TODD

PLAINTIFF

VS

DANIER P. ANGLE

DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

AT LAW

CASE No. 1909

Comes now the Plaintiff in the above styled cause and for answer to the interrogatories heretofore propounded to him by the Defendant, says:

1.

This interrogatory is answered by the caption of the bill of complaint.

2.

Builder and contractor.

3.

Fairhope, Alabama.

4.

Yes, about that time.

5.

I built a house.

6.

I don't think so.

7.

There was no agreement relative to a time limit in the original contract. There was no provision relative to extras in the original contract and no provision concerning a bond to be furnished by the Plaintiff.

8.

I do not have it.

9.

Rudy Dubrava, Fairhope, Alabama, Ed Dubrava, Silverhill, Alabama.

10. through 13.

This information is all ready in the hands of the Defendant.

14.

About August 27, 1952.

15.

No.

16.

None

17. through 22.

23.

No.

24.

25.

The materials were furnished by the Defendant.

26.

I believe so.

27.

As well as he let me.

28.

Yes.

29.

I gave him a list.

30.

About 10 days. Framing - cabinents - roofing.

31.

I don't know specifically.

32. through 45.

This information is as much within the knowledge of the Defendant as the Plaintiff; time cards were furnished the Defendant.

46.

Yes.

47 through 63.

See 32.

64.

I don't know.

65 through 67.

See 47.

68.

I completed the job.

William R. Todd

STATE OF ALABAMA

BALDWIN COUNTY

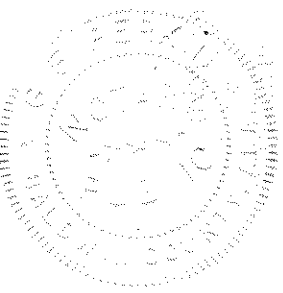
Before me, the undersigned authority, in and for said County and State personally appeared William R. Todd, who being by me first duly sworn, deposes and says: that the answers herein made to the interrogatories propounded to me are true and correct

William R. Todd

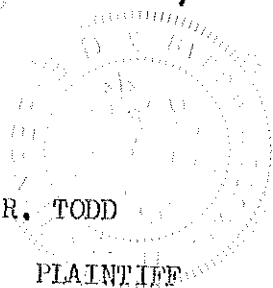
Sworn to and subscribed before me on this the 8 day of August, 1953.

G. C. Perkins

Notary Public, Baldwin County, Alabama



1909



WILLIAM R. TODD

PLAINTIFF

VS

LANIER P. ANGLE

DEFENDANT

ANSWER TO INTERROGATORIES

FILED

AUG 12 1953

ALICE J. DUCK, Clerk

WILLIAM R. TODD,
PLAINTIFF
VS.
LANIER P. ANGLE,
DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 1909

Comes now the defendant, by his attorneys, desiring the testimony of William R. Todd, plaintiff in this cause, and files the following interrogatories to be propounded to him:

Interrogatory 1. State your name.

Interrogatory 2. State your occupation.

Interrogatory 3. State your address.

Interrogatory 4. State whether or not you are the William R. Todd, who on August 13, 1952, entered into a contract with Lanier P. Angle to build a house for said Lanier P. Angle, at Fairhope.

✓ Interrogatory 5. State what was to be done by you under such contract.

Interrogatory 6. State whether or not the copy of contract attached hereto, as "Exhibit 1" is a true and correct copy of the contract.

Interrogatory 7. If said contract attached hereto and labeled "Exhibit 1" differs from the contract executed by you and Lanier P. Angle, state in what details said copy differs from the original.

Interrogatory 8. State whether or not you have the original of said contract and if so, attach the same as exhibit A to your answers.

Interrogatory 9. State how many people you hired to aid you in the performance of said contract, and give their names and addresses.

✓ Interrogatory 10. State the date or dates, and the hours thereof, that each such employee worked for you during the month of August, 1952, in the performance of your contract with Lanier P. Angle.

Interrogatory 11. State the date or dates, and the hours thereof, that each such employee worked for you during the month of September, 1952, in the performance of your contract with Lanier P. Angle.

Interrogatory 12. State the date or dates, and the hours thereof, that each such employee worked for you during the month of October, 1952, in the performance of your contract with Lanier P. Angle.

Interrogatory 13. State the date or dates and the hours thereof, that each such employee worked for you during the month of November, 1952, in the performance of your contract with Lanier P. Angle.

Interrogatory 14. State the date on which work was started under the contract executed by you with Lanier P. Angle.

Interrogatory 15. State whether or not you hired any sub-contractors in the performance of the contract executed by you with Lanier P. Angle.

Interrogatory 16. State their names.

Interrogatory 17. State what work was to be done and what material was to be furnished by each such sub-contractor.

Interrogatory 18. State the number of hours that each such sub-contractor worked, and the dates on which they performed such work and what materials were furnished by each if any.

Interrogatory 19. State their compensation and who paid the same.

Interrogatory 20. State whether or not you guarantee their work in accordance with the terms of said contract.

Interrogatory 21. State whether or not you maintained full and complete records of the time worked by the sub-contractors.

Interrogatory 22. State whether or not you turned said records over to the defendant, Lanier P. Angle.

Interrogatory 23. State whether or not the contract executed by you with Lanier P. Angle requires the execution of a performance bond.

- ✓ Interrogatory 24. State whether or not you executed such performance bond in favor of Lanier P. Angle.
- Interrogatory 25. State whether or not you certified to Lanier P. Angle all the materials used in the construction of the house as to quality and quantity.
- Interrogatory 26. State whether or not your certification to Lanier P. Angle of the time and hours worked by your employees was correct, and if not correct state the correct time and hours that were actually⁴⁹ worked by each.
- Interrogatory 27. State whether or not you adhered to the specifications made a part of the contract executed by you with Lanier P. Angle.
- Interrogatory 28. State whether or not you returned to the suppliers the materials left over from the construction of the house and if any what such materials were left.
- Interrogatory 29. State whether or not you certified to Lanier P. Angle the amount of material left over from the construction of the house.
- ✓ Interrogatory 30. State the day or days, if any, and the hours thereof, that you were prevented from performing under the contract for lack of materials, and state what such materials were.
- Interrogatory 31. State the days, and the hours thereof, that you were prevented from performing the contract for reasons beyond your control and state what was such cause.
- Interrogatory 32. State the days, and the hours thereof, on which you worked on the house during August, 1952.
- Interrogatory 33. State the days, and the hours thereof, on which you worked on the house during September, 1952.
- Interrogatory 34. State the days, and the hours thereof, on which you worked on the house during October, 1952.
- Interrogatory 35. State the first week that you and your employees worked on the house, and the hours each worked during the week.

Interrogatory 36. State the second week that you and your employees worked on the house, and the hours each worked during the week.

Interrogatory 37. State the third week that you and your employees worked on the house, and the hours each worked during the week.

Interrogatory 38. State the fourth week that you and your employees worked on the house, and the hours each worked during the week.

Interrogatory 39. State the fifth week that you and your employees worked on the house, and the hours each worked during the week.

Interrogatory 40. State the sixth week that you and your employees worked on the house, and the hours each worked during the week.

Interrogatory 41. State the seventh week that you and your employees worked on the house, and the hours each worked during the week.

✓ Interrogatory 42. State the eighth week that you and your employees worked on the house, and the hours each worked during the week.

Interrogatory 43. State the ninth week, if any, that you and your employees worked on the house, and the hours each worked during the week.

Interrogatory 44. State the tenth week, if any, that you and your employees worked on the house, and the hours each worked during the week.

Interrogatory 45. State the eleventh week, if any, that you and your employees worked on the house, and the hours each worked during the week.

Interrogatory 46. State whether or not you worked at any other job during the period mentioned in Interrogatories 32 through 45.

Interrogatory 47. State whether or not, and how much, if any, you and your employees were paid for the time certified by you for the first week.

- Interrogatory 48. State whether or not, and how much, if any, you and your employees were paid for the time certified by you for the second week.
- Interrogatory 49. State whether or not, and how much, if any, you and your employees were paid for the time certified by you for the third week.
- Interrogatory 50. State whether or not, and how much, if any, you and your employees were paid for the time certified by you for the fourth week.
- Interrogatory 51. State whether or not, and how much, if any, you and your employees were paid for the time certified by you for the fifth week.
- Interrogatory 52. State whether or not, and how much, if any, you and your employees were paid for the time certified by you for the sixth week.
- Interrogatory 53. State whether or not, and how much, if any, you and your employees were paid for the time certified by you for the seventh week.
- Interrogatory 54. State whether or not, and how much, if any, you and your employees were paid for the time certified by you for the eighth week.
- Interrogatory 55. State whether or not, and how much, if any, you and your employees were paid for the time certified by you for the ninth week.
- Interrogatory 56. State whether or not, and how much, if any you and your employees were paid for the time certified by you for the tenth week.
- Interrogatory 57. State whether or not, and how much, if any, you and your employees were paid for the time certified by you for the eleventh week.
- Interrogatory 58. State the total work hours spent by you on the performance of the contract.
- Interrogatory 59. State the total work hours spent by your employees on the performance of the contract.
- Interrogatory 60. State the total work days spent by you on the performance of the contract.

Interrogatory 61. State the total work days spent by your employees on the performance of the contract.

Interrogatory 62. State the total work weeks spent by you in the performance of the contract.

Interrogatory 63. State the total work week spent by your employees in the performance of the contract.

Interrogatory 64. State the total work week spent by sub-contractors in the performance of the contract.

Interrogatory 65. State the total number of calender days spent by you in the performance of the contract.

Interrogatory 66. State the total number of calender days spent by your employees in the performance of the contract.

Interrogatory 67. State whether or not any amendments or changes were made to the contract executed by you and Lanier P. Angle on August 13, 1952, and if so what such changes.

Interrogatory 68. State whether or not you have fully complied with all undertaking made by you under such contract, and if not what item or items were not completed, and state the cost of completeing the same if you know.

STATE OF ALABAMA

BALDWIN COUNTY

L. M. Beche
J. Connor Owens, Jr.
Attorneys for Defendant

Before me the undersigned Notary Public in and for said State and County, this day personally appeared J. Connor Owens, Jr. who is known to me and who being by me duly sworn deposes and says that he is one of the attorneys for the defendant in the case of William P. Todd vs Lanier P. Angle; that the defendant desires testimony of the plaintiff; that the answers to the foregoing interrogatories will be material testimony for the defendant in said cause.

J. Connor Owens, Jr.

Sworn to and subscribed before me this the 26 day of July, 1953.

Madeline L. Byars
Notary Public, Baldwin Co., Ala.

AGREEMENT made this 13th day of August, 1952, between WILLIAM R. TODD, hereinafter called the builder, and MR. AND MRS. LANIER P. ANGLE, hereinafter called the owner, both parties of the City of Fairhope, County of Baldwin, State of Alabama.

NOW THEREFORE, the builder shall commence, and before the expiration of seven weeks from this date in all respects complete with materials, labor, work, tools, equipment, light, water, power, transportation and other provisions as may be necessary to construct, finish, and deliver to the owner in a good and workmanlike condition, free from liens, claims, counterclaims, or set offs, and to the entire satisfaction of the owner, a building and other improvements in and upon the premises and dwelling, as shown by the plans, Better Homes and Gardens Plan No. 2107, and specifications, identified and amended wherever applicable by the signatures and initials of the parties, and hereby made a part of this contract, and The site and any permanent building permit shall be provided at the owners expense. The builder shall within the time provided for completion, remove any scaffolding and return all unused materials to original suppliers and provide to the owner a certified and complete list of all such unused materials, for credit to the owner on the books of said suppliers. Until completion of the work and building and improvements, the builder shall receive, verify delivery to the job site as to quality and quantity, and so certify to the owner all materials provided by suppliers, keep time on the job of all employees and subcontractors entitled to payment by the owner under this contract and otherwise, on hourly, daily, weekly or monthly basis, and so certify with these personnel to the owner as a condition precedent to such payment, and The owner shall provide prompt payment on receipt thereof, and on regular payroll basis, to such personnel and

The builder assumes full and complete responsibility to the owner of any acts and omissions by employees or subcontractors, or other job personnel, and in connection with claims or violations of others arising under this contract. The owner shall maintain fire and tornado insurance upon the building and other improvements and upon all materials to be incorporated therein situated on or about the premises, amounting to at least eighty per cent (80%) of the insurable value thereof, and payable in case of loss to the owner for the benefit of the owner and the builder as their interests may appear, and the builder shall maintain satisfactory insurance to cover the liability of the owner, builder, subcontractor, et al for personal injury, death, property damage and workmen's compensation, shall see to it that any taxes or licenses incident to the performance of the contract, including taxes for the protection, benefit, or social security of employees of the builder and any subcontractor, are paid and discharged, shall settle and discharge all liens arising out of this contract, shall be responsible for the work of any and all personnel, subcontractors, and others, shall keep and leave the premises in a good and presentable condition, shall comply with all laws and regulations, use only materials provided by owner, unless otherwise agreed upon as a part of this contract, shall employ only fit and competent employees and personnel, shall maintain order and efficiency on the job, shall protect his work and the property of the owner and other adjacent and adjoining owners, shall permit and facilitate inspection and supervision of the work by owner to insure compliance with the contract, and shall furnish the owner on request proof of adequate compliance with any of the foregoing requirements satisfactory to the owner, and

The builder warrants for himself, his executors, administrators and assigns, that he will complete all work rendered necessary in performance of the contract work, whether or not stated in the specifications and plans made a part hereof, and no additional payment shall be made to the builder, his executors,

administrators and assigns, except as included in this contract for the same, or for any extras, to full completion and delivery to the owner of the building and other improvements, and

The builder further warrants that the said building and other improvements, shall be free of defects in material and workmanship for a period of one year after delivery to the owner, and the builder without additional cost to owner shall make good any defects whatever in the contract work as a part of the consideration of this contract, and all the foregoing conditions and stipulations shall be mutually binding upon executors, administrators and assigns, and

The builder shall furnish the owner a bond in such amount and with such surety as may be satisfactory to the owner, conditioned that the builder shall well and truly perform all the terms and conditions of this contract, but if the said bond not be so conditioned or is not furnished, shall not operate to relieve the builder of any covenants, conditions, stipulations, or warranties contained in this contract, and If from any cause whatever the said work shall not be completely finished, and the said scaffolding removed and materials returned for credit to suppliers within the time and in the manner aforesaid, then the owner may deduct from any moneys then or thereafter due or payable to the builder the sum of fifteen dollars per day for every day after the expiration of seven weeks from this date, until such completion and return of materials shall be effected, as and for liquidated damages, and in case there shall not be sufficient money due the builder to make such deduction, then the excess shall be paid by by the builder to owner, and in the event of such default the owner may employ and pay other workman to finish the said work, and any use may be made of material on the premises for such purpose; and should the owner pay, or be liable to pay, a larger sum for finishing such work than the amount he would be indebted

for to the builder, then the excess shall be paid to him by the builder. In consideration thereof, the owner shall pay to the builder a fixed fee of Three Hundred Dollars (\$300.00) as full compensation under this contract for supervision, layout, timekeeping, material control, etc. at such time as the building and other improvements shall have been delivered to and accepted by the owner, and

Provided the builder shall accomplish the required work, inclusive of reasonable clearing, grubbing and preparation of the site, excavation, and masonry, and exclusive of electrical, plumbing, floor sanding and painting, but including all other subcontracts, services, fees, costs, remuneration and expenses whatsoever, except builder's fixed fee above referenced, which in aggregate total sums payable by the owner, may be in lesser amount than Two Thousand One Hundred Dollars (\$2,100.00), then the builder shall receive as additional compensation, one half ($\frac{1}{2}$) of the difference between the sum of Two Thousand One Hundred Dollars (\$2,100.00) and the aggregate total cost payable by the owner under this contract, and

Provided further, that if the aggregate total cost payable by the owner under this contract shall through any circumstance whatsoever, exceed the sum of Two Thousand One Hundred Dollars (\$2,100.00), then this entire contract and the performance of all the required work shall continue to completion and delivery to the owner, and to the acceptance by the owner, for a total fixed price of Two Thousand Four Hundred Dollars (\$2,400.00) in lieu of all other amounts payable by the owner under this contract and for full performance of the contract work by the builder who shall in such event assume and discharge all liabilities arising out of this contract to the owner, builder, subcontractors, persons or firms, and shall reimburse the owner any excess amount paid by the owner over the total contract price of Two Thousand Four Hundred Dollars (\$2,400.00), except that construction materials, electrical, plumbing, floor sanding and

painting, remain for account and payment by the owner under this contract.

In Witness Whereof:

Owner

Builder

ADDENDA TO CONTRACT, referenced herein and made a part thereof, and as follows:

AGREEMENT made this 19th day of August, 1952, between WILLIAM R. TODD, hereinafter called the builder, and Mr. and Mrs. LANIER P. ANGLE, hereinafter called the owner, and

Before the expiration of seven weeks from date of execution of lease of land from FAIRHOPE SINGLE TAX CORPORATION, and

Any delay to the builder of one or more days beyond control of either builder or owner, in the delivery or availability of materials for use on the job, shall operate to extend the time limit in such number of days of delay set forth under the contract as the period within which the work shall be completed, and

The builder shall be relieved of responsibility under the contract to the extent that the owner may fail in the discharge of due and proper obligations of payment arising under the terms of this contract, and

At all times during and on completion of the contract work, title to and in the construction work and materials shall vest in the owner, and all improvements pursuant thereto, except, of course, tools and equipment, of the builder and job personnel, and

The site selected under this contract, subject to execution of lease above referenced, is located on Morphy Avenue in the City of Fairhope, Alabama, near gully on old municipal golf course, across from party named Beaty, in some boundary lines 143' x 90' x 111' x 95.4', thus described in the absence of legal description thereof, and FAIRHOPE SINGLE TAX CORPORATION being lessor, i.e. potential lessor thereof, and to the said owner.

In Witness Whereof, We have hereunto set our hands and seals as of the day above written:

Owner

Builder

ADDENDA TO CONTRACT, referenced herein and made a part thereof, and as follows:

AGREEMENT made this 27th day of August, 1952, between WILLIAM R. TODD, hereinafter called the builder, and Mr. and Mrs. LANIER P. ANGLE, hereinafter called the owner, that

The site of the work to which this contract applies is changed and is located for all purposes and conditions of said contract on lot formerly owned by Boone-Huffman Development Corporation, Fairhope, Alabama across from Pecan orchard understood to be owned by Mr. Walter Poser, and sold to the said owner by Carl L. Bloxham Agency, Fairhope, Alabama, subject to execution of deed and abstract to be provided by said former owner, and all other conditions of said contract remain the same as heretofore.

In Witness Whereof, We have hereunto set our hands and seals as of the day above written:

Owner

Builder

Received in Sheriff's Office
this 3 day of July, 1953
TAYLOR WILKINS, Sheriff

Received 3 day of July, 1953
and on _____ day of _____, 19____

I served a copy of the within _____
on Tolbert M. Brantley
Partner of the Firm - Wilkins & Co.
By service on Brantley Attorneys

TAYLOR WILKINS, Sheriff
By W. F. Hall D. S.

1909

In the Circuit Court
Baldwin County Ala
In Law

William R. Todd
Plaintiff
vs.

James P. Angle
Defendant

FILED
JUL 31 1953
ALICE I. DUCK, Clerk

W. C. BEEBE
LAWYER
BAY MINETTE, ALA.

WILLIAM R. TODD,
PLAINTIFF

VS.

LANIER P. ANGLE,
DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.


AT LAW NO. 1909

Comes the defendant, Lanier P. Angle, by his attorneys
of record and respectfully shows unto your Honor:

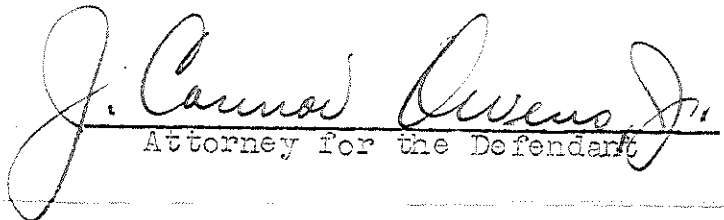
That heretofore on to-wit: the 31st day of July, 1953,
he filed interrogatories to the plaintiff in this cause,
and that on to-wit: the 12th day of August, 1953, the plaintiff
filed in this Court what he alleges and claims to be answers
thereto, and as will appear from the record, the said alleged
answers are not full and are evasive;

And the defendant moves that after due and proper notice
as required by Section 486 of Title 7 of the 1940 Code of
Alabama, this Honorable Court will require the plaintiff to
fully and completely answer the said interrogatories upon the
pains and penalties prescribed by law and the practice of this
Honorable Court.

This the 17th day of August, 1953.



Attorney for the Defendant



Attorney for the Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN LAW NO. 1909

William R. Todd,
Plaintiff
vs.

Lanier P. Angle,
Defendant

MOTION

FILED 8-18-54

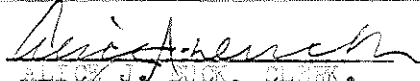
Archie H. Hensley
CLERK

STATE OF ALABAMA
BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA :

You are hereby commanded to summon LANIER P. ANGLE to appear within thirty days from the service of this writ in the CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, to be held for said County at the place of holding the same, then and there to answer the complaint of WILLIAM R. TODD.

Witness my hand , this 20th day of Jan, 1953.


ALICE J. COOK, CLERK.

WILLIAM R. TODD
PLAINTIFF

-VS-

LANIER P. ANGLE
DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

1.

The plaintiff claims of the defendant \$560.00 dollars, due from him by account to-wit: on the 11 day of November, 1952, which sum of money with the interest thereon, is still unpaid.

2.

The plaintiff claims of the defendant \$560.00 dollars, due from him for work and labor done for the defendant by the plaintiff to-wit: on the 11 th. day of November, 1952, at his request which sum of money with the interest thereon, is still unpaid.


HARRY J. WILTERS, JR.
ATTORNEY FOR PLAINTIFF

The plaintiff demands a trial by jury.


HARRY J. WILTERS, JR.
ATTORNEY FOR PLAINTIFF

1909

ORIGINAL

WILLIAM R. TODD
PLAINTIFF

VS

LAMIER P. ANGLE and
DEFENDANT

265 Fairhope Ave

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

Received in Sheriff's Office
this 27 day of Jan, 1953
TAYLOR WILKINS, Sheriff

Received 27 day of Jan 19
and on 4 day of Feb. 1953
served a copy of the within
n

y service on Lamier P. Angle

TAYLOR WILKINS, Sheriff
By 177 Hall D. S.

FILED
JAN 27 1953
MRS. J. BUCK, CLERK

WILLIAM R. TODD		IN THE CIRCUIT COURT OF
PLAINTIFF		
VS		BALDWIN COUNTY, ALABAMA,
LANIER P. ANGLE		
DEFENDANT		AT LAW

Comes the defendant in the above styled cause and in answer to plaintiff's complaint and each count separately and severally thereof, says:

1. The Matters therein alleged are untrue.
2. He has paid the demand sued on.
3. The plaintiff ought not to further prosecute this suit for this, the demand sued on grows out of a contract between the plaintiff and defendant entered into on August 13, 1952, wherein and whereby the plaintiff undertook and agreed to furnish all labor in and about the erection of a dwelling house for defendant in the City of Fairhope, Alabama, and in and by and as a part of the said contract the plaintiff agreed to furnish the labor for the installation of cabinets in the said dwelling house, for the construction of a concrete approach to said dwelling house, to cut and remove a pine tree, and to remove all rubbish and debris upon the completion of the said work, and the plaintiff has failed and continues to fail and refuses to complete the said contract, in that he has not furnished and has failed and refuses to furnish the labor to install and has not installed the said cabinets, nor constructed the said concrete approach, nor removed said pine tree and has not removed the rubbish and debris, and this defendant having fully complied with any and all agreements made by him in the said contract, the plaintiff ought not to further prosecute this suit.
4. The plaintiff was indebted to this defendant before the commencement of this suit in the sum of \$1770.00, in this, that on to-wit: the 13th day of August, 1952, the plaintiff entered into a contract with this defendant to furnish all labor in the erection

for the defendant of a dwelling house in the City of Fairhope and in and by and as a part of the said agreement the plaintiff contracted and agreed to complete the said dwelling house within seven weeks from the date of the said contract and in the event he should fail to complete the erection of the said dwelling house within the said seven weeks in and by the said contract the plaintiff agreed to pay to this defendant \$15.00 a day for each day in addition to the said seven weeks required to complete the said contract and this defendant alleges that the plaintiff did not and has not completed the contract to erect said building within the said seven weeks and has not yet completed the same and is indebted to the said defendant under this contract in the sum of \$15.00 for each day beginning October 2, 1952, a total of 118 days before the filing of this suit, and the plaintiff is thereby indebted to this defendant in the sum of \$1770.00, which sum of money is due and unpaid and this defendant claims the same of the plaintiff and offers to set off the same against the demand of the plaintiff, and prays judgment of the excess.

W. C. Baile
Attorney for Defendant.

1909

William R. Todd
Plaintiff

vs

Lanier P. Anger
Defendant

Answer

FILED

3-2-5 '09

ALICE L. DUCK, Clerk

REPLICATION

WILLIAM R. TODD,

Plaintiff,

VS.

LANIER P. ANGLE,

Defendant.

IN THE CIRCUIT COURT OF

BALEWEN COUNTY, ALABAMA.

AT LAW

CASE NO. 1909.

Comes now the Plaintiff in the above styled cause and for reply to the Defendant's answer says:

1. He joins issue on pleas 1, 2 and 3.

2. For answer to the Defendant's plea of off-set the Plaintiff says that he is not liable to the Defendant for this amount nor any amount. His contract with the Defendant fixed a seven (7) week time limit within which to complete the Defendant's house; it also contained a provision "Any delay to the builder of one or more days beyond control of either builder or owner, in the delivery or availability of materials for use on the job, shall operate to extend the time limit in such number of days of delay set forth under the contract as the period within which the work shall be complete,". Plaintiff avers that as builder he was delayed on the completion of the Defendant's house in that there was a delay in the delivery or availability of materials and that this was beyond the Plaintiff's control. The Plaintiff further avers that he completed the Defendant's house within the Seven (7) week period of time plus the time he was delayed because of said non-delivery or availability of materials.

WILTERS & BRANTLEY

By:

Robert M Brantley

REPLICATION

WILLIAM R. TODD,

Plaintiff,

VS.

LANIER P. ANGLE,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

AT LAW

CASE NO. 1909

FILED

3-11-53

ALICE J. DUCK, Clerk