


and Company, Inc., a corporation, and is the controlling officer in Steele Investment Company, Inc., a corporation.

That in as much as the officers and directors of the construction corporation control the investment corporation, it is submitted that the said investment corporation is not an innocent purchaser for value and that both corporations should be subject to the warranty benefits to your defendant in as much as the said corporation prepares to benefit against said defendant's interest from faulty construction on the part of the parent corporation, S. S. Steele and Company, Inc. All to the damages of your defendant.

And further that despite the ten-year warranty which Mr. S. S. Steele, as president of S. S. Steele and Company, since your said defendant Mr. Woodie Alston, Exec. Vice-President of S. S. Steele and Company demanding payment on the mortgage alleged the ten-year warranty issued in 1966 has expired in December 1968,

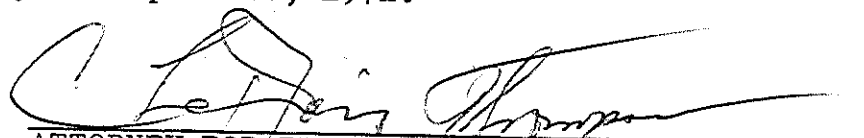
That the said Steele Investment Inc. has filed suit against your said defendant, Edmund O. Chancey, alleging his payment are in arrears whereas your said defendant claims credit for the damages for the faulty workmanship against the said payments alleged to be in arrears in the sum of \$700.00 wherefore this third-party complainant.

WHEREFORE, this third-party complaint.


ATTORNEY FOR EDMUND O. CHANCEY

I hereby certify that I have this day served a copy of the foregoing instrument on the attorney for the plaintiff Honorable J. Connor Owen, Jr. by depositing a copy in the United States mail postage-prepaid.

Done this 10th day of September, 1971.


ATTORNEY FOR EDMUND O. CHANCEY

FILED

SEP 10 1971

LUNICE B. BLACKMON CIRCUIT
CLERK

SUMMONS AND COMPLAINT

THE STATE OF ALABAMA
BALDWIN COUNTY

Circuit Court, Baldwin County

} No.....

.....TERM. 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon S. S. Steele

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

S. S. Steele, Third Party, Defendant

by Edmund O. Chancey

Third Party, Plaintiff

Witness my hand this 10 day of Sept 1971

Ernest B. Blackman, Clerk

8886

No. 9206 Page.....

THE STATE OF ALABAMA
BALDWIN COUNTY
CIRCUIT COURT

Plaintiffs

vs.

SS. Steele B14X
2671 Gov't Blvd Defendants

SUMMONS AND COMPLAINT

Filed 19.....

EXECUTED

Clerk

This 14 day of Sept, 1971
by serving a copy of the within on

RAY D. BRIDGES, Sheriff

By SEP 10 1971 D.S.

RAY D. BRIDGES
SHERIFF

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

2671 Gov't Blvd
Mobile
Received In Office

19.....

Sheriff

I have executed this summons

this 19.....

by leaving a copy with

Received and on 13 Day of Sept 1971
I served a copy of the within on SS. Steele
by service on 2671 Gov't Blvd
RAY D. BRIDGES, Sheriff
By [Signature]

Sheriff

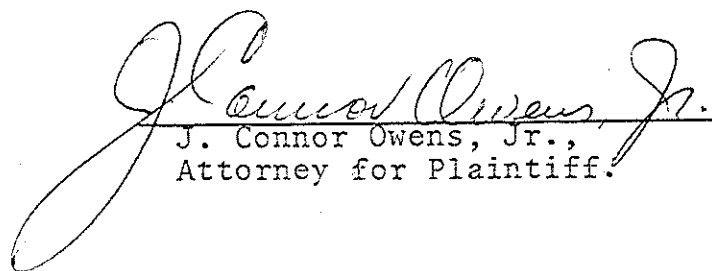
Deputy Sheriff

STEELE INVESTMENT CO., INC.,)	
A Corporation,)	
)	IN THE CIRCUIT COURT OF
Plaintiff,)	
vs.)	BALDWIN COUNTY, ALABAMA
)	
EDMUND O. CHANCEY,)	AT LAW.
)	9206
Defendant.)	

The Plaintiff claims of the Defendant the sum of ONE THOUSAND TWO HUNDRED FIFTY ONE AND 06/100 DOLLARS (\$1,251.06), the balance due by Promissory Note made by the Defendant on July 5, 1966, and payable in installments, commencing on September 1, 1966, with interest thereon from September 1, 1968; Plaintiff further alleges that in and by the terms of said note the failure to pay any installment accelerated the balance due under said note, and that said Defendant defaulted in his obligation to pay the installments as set out hereinabove.

Plaintiff further alleges that in and by the terms of said note, the Defendant waived all right of homestead under the Laws of the State of Alabama, and Plaintiff claims the benefit of said waiver.

Plaintiff further alleges that in and by the terms of said note the Defendant agreed to pay all costs of collection, including a reasonable attorney's fee, and Plaintiff claims the further and additional benefit of such reasonable attorney's fee in the premises.


J. Connor Owens, Jr.,
Attorney for Plaintiff.

FILED

APR 10 1970

ALICE J. DUCK CLERK
REGISTER

SUMMONS AND COMPLAINT

THE STATE OF ALABAMA
BALDWIN COUNTY

Circuit Court, Baldwin County

No.

.....TERM. 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to SummonEDMUND O. CHANCEY.....
.....ROUTE 2.....
.....BAY MINETTE, ALABAMA.....

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.....

EDMUND O. CHANCEY Defendant.....

by STEELE INVESTMENT CO., INC., a corporation

FILED

Plaintiff.....

Witness my hand this 10th day of April 1970

APR 10 1970

Alice J. Duck
ALICE J. DUCK

CLERK
REGISTER

No. 92-016

Page.....

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

STEELE INVESTMENT CO., INC.,

a corporation

Plaintiffs

vs.

EDMUND O. CHANCEY

Defendants

SUMMONS AND COMPLAINT

Filed April 10 19 70

Clerk

FILED

APR 10 1970

ALICE J. DUCK CLERK
REGISTER

J. CONNOR OWENS, JR.,

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Route 2
Bay Minette, Alabama

Received In Office

April 10 19 70

Taylor Wilkins Sheriff

I have executed this summons

this April 13 19 70
by leaving a copy with

Edmund Chancey

Taylor Wilkins Sheriff

W. A. Zeller Deputy Sheriff

Moore Printing Co. - Bay Minette, Ala.

4 miles north of Bay

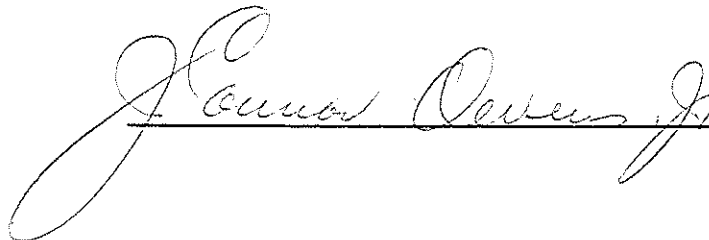
STEELE INVESTMENT CO., INC.,)	
A Corporation,)	IN THE CIRCUIT COURT OF
)	
Plaintiff,)	BALDWIN COUNTY, ALABAMA
vs.)	
)	AT LAW. NO. 9206
EDMUND O. CHANCEY,)	
)	
Defendant.)	

Now comes the Plaintiff, Steele Investment Company, Inc., a corporation, by its attorney, and files this its demurrer to the motion to transfer this case to the Equity Court and as grounds therefor, sets forth the following, separately and severally:

1. For aught appears, the Defendant has an adequate remedy at law.
2. No warranty is set forth in the pleadings.
3. The allegation that Steele Investment Company, Inc., and S. S. Steele & Company, Inc., are subject to the alleged warranty benefit is a conclusion of the pleader and no facts are alleged or set forth which show the same.
4. Said motion does not show that the Defendant seeks to make S. S. Steele & Company, Inc., a corporation, a party to this action.


 Attorney for Plaintiff.

I, the undersigned, Attorney of Record for the Plaintiff in the foregoing cause, do hereby certify that I have caused a copy of the foregoing to be served on C. LeNoir Thompson, the attorney of record for the defendant in said cause, by depositing the same in the United States Mail, properly addressed with postage prepaid, this 31st day of May, 1971.


 Attorney for Plaintiff.

FILED

JUN 1 1971

EUNICE B. BLACKMON
CIRCUIT CLERK

STEELE INVESTMENT CO., INC., *
A Corporation, *

Plaintiff, *

vs., *

EDMUND O. CHANCEY, *

Defendant. *

IN THE CIRCUIT COURT OF

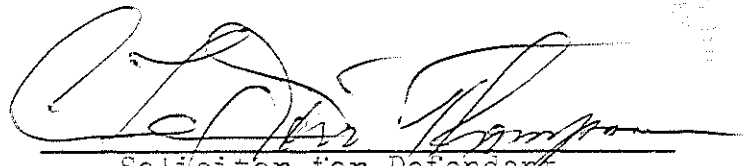
BALDWIN COUNTY, ALABAMA

AT LAW CASE NO. 9206

DEMURRER:

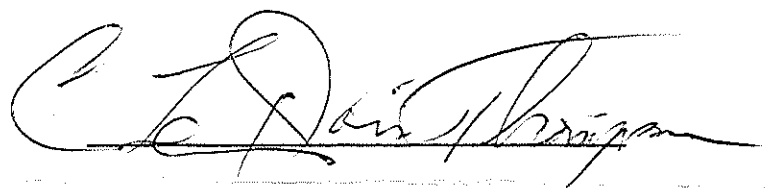
Comes the defendant and demurs to the Complaint filed
in said cause, and for demurrer shows unto this Honorable
Court as follows:

That the said Complaint fails to state a cause of action.


Solicitor for Defendant.

I hereby certify that I have this day mailed a copy
of the foregoing DEMURRER to Honorable J. Connor Owens,
Jr., Attorney for Plaintiff, by depositing a copy of the
same in U.S. Mail, postage prepaid.

The 18 day of May, 1970.



FILED

MAY 8 1970

ALICE J. DUCK CLERK
REGISTER

FILED

MAY 8 1970

ALICE J. DUCK
CLERK
REGISTER

J. CONNOR OWENS, JR.
ATTORNEY AT LAW
DAHLBERG BUILDING
P. O. BOX 729
BAY MINETTE, ALABAMA 36507

February 21, 1974

TELEPHONE 937-9473

Mrs. Eunice B. Blackmon, Clerk
Circuit Court of Baldwin County
Bay Minette, Alabama 36507

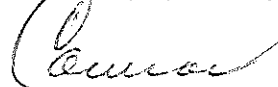
Subject: Steel Investment Co., Inc., vs. Edmund Chancey
Case No. 9206.

Dear Eunice:

This is with reference to your call recently informing me that execution had never issued against Mr. Chancey under the judgment dated December 21, 1971, and to request that you have execution issue.

Thank you for your consideration in this matter.

Sincerely yours,



J. Connor Owens, Jr.

JCO:am

STEELE INVESTMENT CO., INC.) IN THE CIRCUIT COURT OF
a corporation,
Plaintiff,)
-vs-) BALDWIN COUNTY, ALABAMA
EDMUND O. CHANCEY,)
Defendant.) AT LAW CASE NO. 9206

Now comes Edmund O. Chancey, the Defendant in the above styled cause, and alleges that he has an equitable defense to said action which can not be disposed of in the law side of the Court, and which depends upon the assertion of an equitable right by said claimant.

That said Edmund O. Chancey avers and shows that the substance of his equitable defense is as follows:

That S. S. Steele and Company, Inc., a corporation, completed the construction of a dwelling for the Defendant during the month of July, 1966, and that the said company, S. S. Steele and Company, Inc., issued to your said Defendant a ten-year warranty against structural defects on to-wit, August 12, 1966.

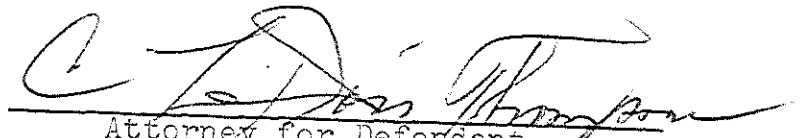
That your said Defendant notified in writing on September 2, 1968, that the roof constructed on the dwelling by the said S. S. Steele and Company, Inc. was defective and said roof leaked calling on the said corporation to make good the ten-year warranty issued by the said corporation against structural defects.

Your said Defendant, Edmund O. Chancey, avers that correspondence with the said corporation concerning his financing allegedly handled by Plaintiff, Steele Investment Company, Inc., a corporation, was all answered by officials of S. S. Steele and Company, Inc., a corporation; and further

Your said Defendant respectfully shows and submits to this Honorable Court that S. S. Steele is president of S. S. Steele and Company, Inc., a corporation, and is the controlling officer in Steele Investment Company, Inc., a corporation.


That in as much as the officers and directors of the construction corporation control the investment corporation, it is submitted that the said investment corporation is not an innocent purchaser for value and that both corporations should be subject to the warranty benefits to your Defendant in as much as the said corporation prepares to benefit against said Defendant's interest from faulty construction on the part of the parent corporation, S. S. Steele and Company, Inc. All to the damages of your Defendant.

Wherefore, the said defendant files in this cause this his written motion and moves the Court to make and enter an appropriate order transferring this cause from the law side of the Court to the equity side of the Court.

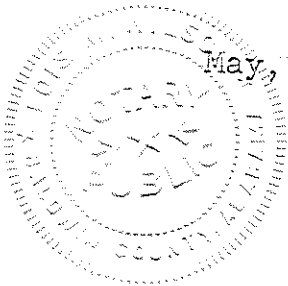

Attorney for Defendant.

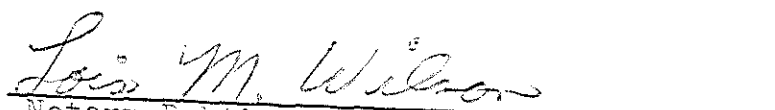
STATE OF ALABAMA
BALDWIN COUNTY

Before me, Lois M. Wilson, a Notary Public in and for said County, in said State, personally appeared C. LeNoir Thompson, who has knowledge of the facts set forth in the foregoing claim, who, being by me first duly sworn, says on oath that the facts hereinabove set forth are true and correct.


C. LeNoir Thompson, As Attorney
for Edmund O. Chancey, Defendant

Sworn to and subscribed before me on this 28th day of
May, 1971.




Notary Public, Baldwin County, Alabama

Filed May 28th 1971
Eunice B. Blackmon
Clerk

CERTIFICATE OF SERVICE

I, C. LeNoir Thompson, Attorney for the Defendant,
hereby certify that I have this day mailed a copy of the
foregoing instrument to Honorable J. Connor Owens, Jr.,
Attorney for the Plaintiff, by mailing of same in the
United States Mail, postage prepaid and properly addressed.

Filed May 28th 1971
Eunice B. Blackmon
Clerk-


C. LeNoir Thompson