

HENRY MILLER,)	
	)	IN THE CIRCUIT COURT OF
Plaintiff,)	
	)	BALDWIN COUNTY, ALABAMA
vs.)	
	)	AT LAW
LEON COURINGTON and)	
DOROTHY A. COURINGTON,)	
)	
Defendants.	)	CASE NO. 9410

REPLICATION

Comes the Plaintiff in the above-styled cause and for reply to Defendants answer and each and every paragraph and allegation thereof separately and severally says as follows:

1. Plaintiff says that Defendants are justly indebted to Plaintiff as alleged in Plaintiff's Complaint.

2. The Plaintiff denies that part of paragraph 2 of Defendants' Answer whereby the Defendants deny that Plaintiff only did a part of the work contracted for and left the job site and did not return to complete the work, and that thereafter much of the work done by the Plaintiff had to be removed as it was not done in keeping with health and sanitation laws, and that the Plaintiff broke the Agreement and that he did not perform the work contracted for in the manner in which it was contracted for, and that the Defendants are not indebted to the Plaintiff, and in reply thereto to that portion of paragraph 2 says as follows:

That the Plaintiff did all of the work contracted for and did not leave the job site until after the completion of the work contracted for; that it was not necessary for the work done by the Plaintiff to be removed and that it was not necessary in keeping with health and sanitation laws to have Plaintiff's work removed, and that Plaintiff did not break any agreement between Plaintiff and Defendants for the work contracted for, and that further, that the work contracted for was done in a workman like manner, and that the Defendants are justly indebted to the Plaintiff for the sum of Two Hundred Fifty Dollars (\$250.00).

3. The Plaintiff denies that portion of paragraph 3 of Defendant's Answer whereby the Defendant alleges that the Plaintiff did only a part of the work contracted for and left the job site

and did not return to complete the work, and that thereafter much of the work done by the Plaintiff had to be removed as it was not done in keeping with the health and sanitation laws, and that the Plaintiff broke the agreement and that the Defendants were put to the necessity of employing another plumber to do the work which the Plaintiff was to have done, and Plaintiff further alleges as to that portion of paragraph 3 which has been specifically denied above that the Plaintiff did all of the work contracted for and did not leave the job site and that it was not necessary for the work done by the Plaintiff to be removed, and that it was not necessary for Defendants to employ another plumber to do the work which the Plaintiff had done.

Thomas W. Underwood Jr.
Attorney for the Plaintiff

I do hereby certify that I have on the 21st day of September, 1970, served a copy of the foregoing pleading on counsel for all parties to this proceeding by mailing the same by United States mail, properly addressed, and first class postage prepaid.

Thomas W. Underwood Jr.

FILED

SEP 21 1970

ALICE J. DUCK CLERK
REGISTER

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

HERNRY MILLER,

PLAINTIFF,

VS.

LEON COURINGTON and
DOROTHY A. COURINGTON,

DEFENDANTS

REPLICATION

CECIL G. CHASON

Attorney at Law

P. O. DRAWER 458
216 W. LAUREL AVENUE
FOLEY, ALABAMA 36535

HENRY MILLER,	:	IN THE CIRCUIT COURT OF
Plaintiff,	:	BALDWIN COUNTY, ALABAMA
-VS-	:	AT LAW
LEON COURINGTON and	:	
DOROTHY A. COURINGTON,	:	
Defendants.	:	CASE NO. 9410

REJOINDER

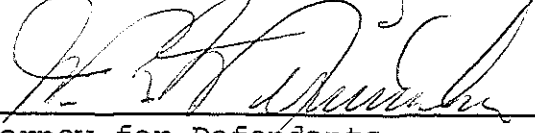
Comes now the defendant in the above entitled cause and for answer to Plaintiff's replication and each and every paragraph and allegation thereof separately and severally says as follows:

1. Defendants deny Plaintiff's replication Number 1 and joins issue thereon.

2. Defendants deny Plaintiff's replication Number 2 and join issue thereon.

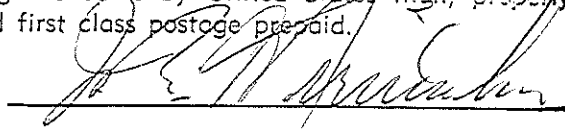
3. Defendants deny Plaintiff's replication Number 3 and join issue thereon.

AGEE & MERIWETHER


 Attorney for Defendants

CERTIFICATE OF SERVICE

I do hereby certify that I have on the 19 day of Oct., 1970, served a copy of the rejoinder pleading on counsel for all parties to this proceeding by mailing the same by United States mail, properly enclosed, and first class postage prepaid.



FILED

OCT 20 1970

VOL 67 PAGE 145

ALICE J. DUCK CLERK REGISTER

HENRY MILLER,	:	IN THE CIRCUIT COURT OF
	:	BALDWIN COUNTY, ALABAMA
Plaintiff,	:	AT LAW
-VS-	:	
LEON COURINGTON and	:	
DOROTHY A. COURINGTON,	:	CASE NO. 9410
Defendants.	:	

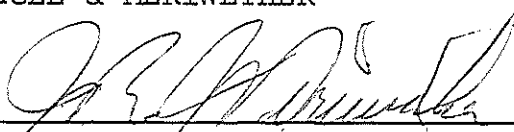
ANSWER

Come now the defendants in the above entitled cause and for answer to Plaintiff's complaint and each and every Count and Allegation thereof, separately and severally, says as follows:

1. Defendants say that they are not indebted.
2. The Defendants would show unto the Court that on or about July 25, 1969 defendants entered into an oral agreement with the Plaintiff by the terms of which agreement the Plaintiff was to do the "rough-in" plumbing which was to include both labor and materials for a residential structure to be built on Lot 53, Bay Shore Avenue, Gulf Shores Alabama, for the sum of \$250.00; that the Plaintiff did only a part of the work contracted for and left the job site and did not return to complete the work; that thereafter much of the work done by the Plaintiff had to be removed as it was not done in keeping with the Health and Sanitation laws; that Plaintiff having broken the agreement, in that he did not perform the work contracted for in the manner in which it was contracted, the defendants are not indebted to the Plaintiff.
3. The Defendants would show unto the Court that on or about July 25, 1969, defendants entered into an oral agreement with the Plaintiff by the terms of which agreement the Plaintiff was to do the "rough-in" plumbing which was to include both labor and materials for a residential structure to be built on Lot 53, Bay Shore Avenue, Gulf Shores Alabama, for the sum of \$250.00; that the Plaintiff did only a part of the work contracted for and left the job site and did not return to complete the work; that

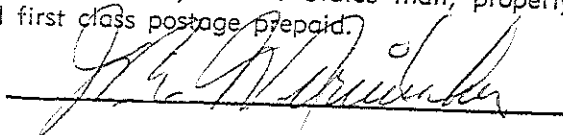
thereafter much of the work done by the Plaintiff had to be removed as it was not done in keeping with the Health and Sanitation laws; that Plaintiff having broken the agreement, defendants have been put to the necessity of employing another plumber to do the work which Plaintiff was to have done, the cost of the work to complete the plumbing being in excess of \$250.00, which costs of completing the plumbing work the defendants plead in set off and recoupment.

AGEE & MERIWETHER


Attorneys for the Defendants

CERTIFICATE OF SERVICE

I do hereby certify that I have on the 11th
day of Sept., 1970, served a copy of the
foregoing pleading on counsel for all parties to this proceeding by mailing the same by United States mail, properly addressed, and first class postage prepaid.



FILED

SEP 14 1970

ALICE J. DUCK CLERK
REGISTER

STATE OF ALABAMA)
BALDWIN COUNTY) IN THE CIRCUIT COURTLAW SIDE . .

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon LEON COURINGTON and DOROTHY A. COURINGTON to appear within thirty (30) 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 HENRY MILLER.

WITNESS my hand this the 3rd day of August, 1970.

Alice J. Duck
Clerk

COMPLAINT

HENRY MILLER,	)	IN THE CIRCUIT COURT OF
Plaintiff,)	
vs.	)	BALDWIN COUNTY, ALABAMA
)	
LEON COURINGTON and	)	AT LAW
DOROTHY A. COURINGTON,)	
	)	9410
Defendants.)	

COUNT I

The Plaintiff claims of the Defendants Two Hundred Fifty Dollars (\$250.00) due from them for work and labor done and materials furnished for the Defendants by the Plaintiff on the 28th day of July, 1969, at their request, with the interest thereon, is still unpaid.

[Signature]
Attorney for Plaintiff

Defendants may be served at:

Route 3, Box 301
Mobile, Alabama 36608

FILED

AUG 3 1970

ALICE J. DUCK
CLERK REGISTER

Received 3 day of August 1970

at _____ of _____

I served a copy of the within S & C

on Leon & Dorothy A. Courington

By service on _____

Sheriff claims _____ miles at _____

Ten Cents per mile Total \$ _____

TAYLOR WILKINS, Sheriff

BY _____

DEPUTY SHERIFF

EXECUTED

This 23 day of August, 1970

by serving a copy of the within on

Leon & Dorothy A. Courington

RAY D. BRIDGES, Sheriff

By A. Shook D.S.

TAYLOR WILKINS, Sheriff

By _____ D. S.

9410
8267
SUMMONS AND COMPLAINT

HENRY MILLER,

Plaintiff,

VS.

8-23X

LEON COURINGTON and
DOROTHY A. COURINGTON, 8-23X

Defendants

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,
Law Side

FILED

AUG 3 1970

ALICE J. DICK CLERK
REGISTER

CECIL G. CHASON

Attorney at Law

P. O. DRAWER 458

216 W. LAUREL AVENUE

FOLEY, ALABAMA 36535

LAW OFFICES OF
AGEE & MERIWETHER
215 EAST MAIN STREET, P. O. BOX 10366
PRICHARD, ALABAMA 36610
October 15, 1970

ALLWIN T. AGEE
J. R. MERIWETHER

457-2378

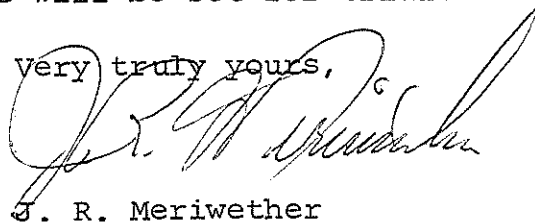
Mrs. Alice Duck, Clerk
Circuit Court, Baldwin County
County Courthouse Building
Bay Minette, Alabama

Re: Henry Miller vs. Leon Courington and Dorothy A.
Courington - Case No. 9410

Dear Mrs. Duck:

Please find enclosed pleadings, and we request that you
advise us of the date the case will be set for trial.

Very truly yours,

A handwritten signature in dark ink, appearing to read "J. R. Meriwether", is written over the typed name. The signature is fluid and cursive.

J. R. Meriwether

JM:mm

CECIL G. CHASON

Attorney at Law

THOMAS W. UNDERWOOD, JR.
ASSOCIATE

P. O. DRAWER 458
216 W. LAUREL AVENUE
FOLEY, ALABAMA 36535
PHONE 205/943-3171

April 21, 1971

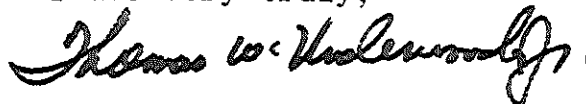
Mrs. Eunice B. Blackmon
Clerk of Court
Bay Minette, Alabama

Re: Miller vs. Courington
Case No. 9410

Dear Mrs. Blackmon:

Enclosed is Amended Judgment in the above styled case, which corrects the clerical error made regarding the amount of damages.

Yours very truly,



Thomas W. Underwood, Jr.

TWU, Jr/jc
Encl.

CECIL G. CHASON

Attorney at Law

CHARLES H. SIMS III
ASSOCIATE

July 31, 1970

P. O. DRAWER 458
216 W. LAUREL AVENUE
FOLEY, ALABAMA 36535
PHONE 205/942-3171

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

Re: Henry Miller vs.
Leon Courington and
Dorothy A. Courington

9410

Dear Mrs. Duck:

I am enclosing an original and two copies of the summons and complaint in the above styled cause to be filed in your office.

Yours very truly,


C. G. Chason

CGC/vd
Enc.

HENRY MILLER,)	
	)	IN THE CIRCUIT COURT OF
Plaintiff,)	
	)	BALDWIN COUNTY, ALABAMA
vs.)	
	)	AT LAW
LEON COURINGTON and)	
DOROTHY A. COURINGTON,	)	CASE NO. 9410
)	
Defendants.)	

AMENDED JUDGMENT

That certain judgment rendered on the 11th day of March, 1971, in the above styled cause is hereby amended to correct a clerical error whereby the damages assessed against the Defendants was stated to be Two Hundred Twelve and 50/100 Dollars (\$212.50), which included the amount sued for of Two Hundred Fifty Dollars (\$250.00) and accrued interest from the 1st day of August, 1969, amounting to Twenty-two and 50/100 Dollars (\$22.50). This portion of said Judgment is hereby amended to read as follows:

The damages assessed are Two Hundred Seventy-two and 50/100 Dollars (\$272.50), which include the amount sued for of Two Hundred Fifty Dollars (\$250.00) and accrued interest from the 1st day of August, 1969, amounting to Twenty-two and 50/100 Dollars (\$22.50).

IT IS THEREFORE CONSIDERED, ORDERED and ADJUDGED BY THE COURT that the Plaintiff is entitled to recover from the Defendants and said issues are hereby found in favor of the Plaintiff and hereby assess the damages at Two Hundred Seventy-two and 50/100 (\$272.50), which includes the amount sued for and interest accruing from the 1st day of August, 1969, amounting to Twenty-two and 50/100 Dollars (\$22.50); that the cost of court be assessed against the Defendants.

DONE this the 22nd day of April, 1971.

Julian A. Madaleno
Judge, Twenty-eighth Judicial Circuit

Filed
4-22-71

Emmie B. Blackmon
clerk

VOL 67 PAGE 147

HENRY MILLER,

Plaintiff,

vs.

LEON COURINGTON and
DOROTHY A. COURINGTON,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 9410

JUDGMENT

This cause coming on to be heard and on this day came the Plaintiff in his own proper person and the Defendants personally and the parties announcing that they were ready to proceed with the hearing of said cause, the cause was tried before the court, without a jury, and the same being submitted to the court and the court having heard and considered the evidence, is of the opinion that the issues should be decided in favor of the Plaintiff:

IT IS THEREFORE CONSIDERED, ORDERED AND ADJUDGED BY THE COURT that the Plaintiff is entitled to recover from the Defendants and said issues are hereby found in favor of the Plaintiff and hereby assess the damages at Two Hundred Twelve and 50/100 Dollars (\$212.50), which includes the amount sued for of Two Hundred Fifty Dollars (\$250.00) and accrued interest from the 1st day of August, 1969, amounting to Twenty-two and 50/100 Dollars (\$22.50); that the cost of court be assessed against the Defendants.

DONE this the ^{7th} ~~1st~~ day of ^{April} ~~March~~, 1971.

Jeffrey J. Madaleno
Judge, Twenty-eighth Judicial
Circuit

FILED

APR 7 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

LAW OFFICES OF
AGEE & MERIWETHER
215 EAST MAIN STREET, P. O. BOX 10366
PRICHARD, ALABAMA 36610

ALLWIN T. AGEE
J. R. MERIWETHER

457-2378

October 28, 1970

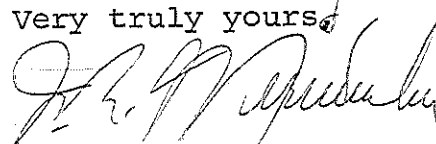
Mrs. Alice Duck, Clerk
Circuit Court, Baldwin County
County Courthouse Building
Bay Minette, Alabama

Re: Henry Miller vs. Leon Courington and Dorothy A.
Courington - Case No. 9410

Dear Mrs. Duck:

We would like to have you issue a subpoena to Mr. F.
Mitchell Garrett, R.S., Baldwin County Health Department,
Foley, Alabama, as a witness for the defendant in the above
entitled case. Please advise us as to the date on which the
case is set for trial.

Very truly yours,



J. R. Meriwether

JRM:mm

Not set

~~T. off Bradley~~

2. Minutes