

STATE OF ALABAMA

IN THE CIRCUIT COURT - LAW SIDE

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Ernest Wigstrom doing business as United Appliance Company 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 the same, then and there to answer the complaint of Glenn R. Taylor and Ethel C. Taylor.

Witness my hand this 18th day of September, 1970.

Alice J. Duck
Clerk

GLENN R. TAYLOR and ETHEL
C. TAYLOR,

Plaintiffs,

vs.

ERNEST WIGSTROM, doing
business as UNITED
APPLIANCE COMPANY,

Defendant.

X

X

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

9491

COUNT ONE

The Plaintiffs claim of the Defendant the sum of Forty-five Thousand Dollars (\$45,000.00) as damages for that heretofore on, to-wit, the 28th day of July, 1970, the Plaintiff's home in the community of Rosinton in Baldwin County, Alabama, was totally destroyed by fire and that said fire was caused by and was the direct and proximate result of the negligence of the Defendant acting by and through his agents, servants or employees who were engaged at the time and place hereinafter referred to in the line and scope of their authority as such agents, servants or employees

and that said negligence arises out of the following facts.

That the Plaintiff, Ethel C. Taylor, purchased from the Defendant a new Day and Night electric water heater on, to-wit, the 28th day of July, 1970, which said water heater was to be installed by the Defendant in the home of the Plaintiffs and that on, to-wit, the 28th day of July, 1970, the Defendant delivered said water heater to the home of the Plaintiffs in the possession of one or more employees who gained admittance to the Plaintiffs' home with a key left for them by the Plaintiffs and that they then proceeded to remove an old water heater and replace it with the new water heater purchased from the Defendant. Both Plaintiffs were at work during the installation of the water heater and no one else was at home during the time the Defendant installed the water heater. The installation of the new water heater was completed by the Defendant's workmen at approximately 2:00 P. M. and at approximately 2:30 P. M. a fire was discovered in the home of the Plaintiffs by a neighbor after which the fire department was called and all attempts to save the burning home were to no avail and the home was completely destroyed by fire together with all contents. The Plaintiffs allege that the Defendant acting by and through his agents, servants or employees who were engaged at said time and place in the line and scope of their authority as such agents, servants or employees, negligently installed and wired the heater in such manner that the wiring started an electrical fire which is the proximate cause of the loss to the Plaintiffs in the sum above mentioned, hence this suit.

COUNT TWO

The Plaintiffs claim of the Defendant the sum of Forty-five Thousand Dollars (\$45,000.00) as damages for that heretofore on, to-wit, the 28th day of July, 1970, the Plaintiff's home in the Rosinton community in Baldwin County, Alabama, was totally

destroyed by fire and that said fire was caused by and was the direct and proximate result of the negligence of the Defendant acting by and through his agents, servants or employees who were engaged at the time and place hereinafter referred to in the line and scope of their authority as such agents, servants or employees and that said negligence arises out of the following facts.

That the Plaintiff, Ethel C. Taylor, purchased from the Defendant a new Day and Night electric water heater on, to-wit, the 28th day of July, 1970, which said water heater was to be installed by the Defendant in the home of the Plaintiffs and that on, to-wit, the 28th day of July, 1970, the Defendant delivered said water heater to the home of the Plaintiffs in the possession of one or more employees who gained admittance to the Plaintiffs' home with a key left for them by the Plaintiffs and that they then proceeded to remove an old water heater and replace it with the new water heater purchased from the Defendant. Both Plaintiffs were at work during the installation of the water heater and no one else was at home during the time the Defendant installed the water heater. The installation of the new water heater was completed by the Defendant's workmen at approximately 2:00 P. M. and at approximately 2:30 P. M. a fire was discovered in the home of the Plaintiffs by a neighbor after which the fire department was called and all attempts to save the burning home were to no avail and the home was completely destroyed by fire together with all contents. The Plaintiffs allege that the Defendant, acting by and through his agents, servants or employees, negligently allowed sparks or heated particles from a torch to fall around the area of installation of said heater and thereby negligently caused the fire which was the direct and proximate cause of the Plaintiffs'

loss in the sum above mentioned, hence this suit.

CHASON, STONE & CHASON

By: John Earl Chason
Attorneys for Plaintiffs

SEP 18 1970

ALICE J. DUCK

CLERK
REGISTER

VOL 67 PAGE 237

9-23-70

9491

GLENN R. TAYLOR AND ETHEL C.
TAYLOR,

Plaintiffs.

vs.

ERNEST WIGSTROM, doing business
as UNITED APPLIANCE COMPANY,
ROBERTSDALE, ALA.
Defendant.

* * * * *

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

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SUMMONS AND COMPLAINT

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CHASON, STONE & CHASON
ATTORNEYS AT LAW
P. O. BOX 120
BAY MINETTE, ALABAMA

Sheriff claims 50 miles in
Ten Cents per mile Total \$ 5.00
TAYLOR WILKINS, Sheriff
BY Baldwin
DEPUTY SHERIFF

Received 18 day of Sept 1949
and on 23 day of Sept 1949
I served a copy of the within 840
on Ernest Wigstrom
by service on _____

TAYLOR WILKINS, Sheriff
BY Atty Gen
R-dale.
50 miles RT
65

GLENN R. TAYLOR and ETHEL	:	IN THE CIRCUIT COURT OF
C. TAYLOR,	:	
	:	BALDWIN COUNTY, ALABAMA
Plaintiffs,	:	
	:	
Vs.	:	
	:	AT LAW
ERNEST WIGSTROM, d/b/a	:	
UNITED APPLIANCE COMPANY,	:	
	:	
Defendant.	:	CASE NO. 9491

ANSWER

Comes now ERNEST WIGSTROM, defendant in the above-styled cause, and for answer to the complaint, and each count thereof, separately and severally, says he is not guilty of the matters alleged therein.

JOHNSTON, JOHNSTON & KENDALL
Attorneys for Defendant

BY *Robert G. Kendall*
ROBERT G. KENDALL

CERTIFICATE OF SERVICE

This is to certify that I have this day served counsel for all parties in the foregoing matter with a copy of this pleading by depositing in the United States Mail a copy of same in a properly addressed envelope with adequate postage thereon.

This 29th day of September, 1970.

Robert G. Kendall
Attorney for Defendant

FILED

SEP 30 1970

CHASON, STONE & CHASON

ATTORNEYS AT LAW

P. O. BOX 120

BAY MINETTE, ALABAMA 36507

JOHN CHASON
NORBORNE C. STONE, JR.
JOHN EARLE CHASON
EBERHARD E. BALL

March 26, 1971

TELEPHONE 937-2191

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

Dear Mrs. Blackmon:

Re: Taylor vs. Wigstrom

This statement is for your files as evidence of the fact that the Defendant's Attorney and I have agreed that you may add \$50.00 to the Court costs in this case to be paid to Mr. Deupree who proved his attendance as a witness for the Plaintiff on the day set for trial. This cost is in the nature of an expert witness fee to be paid to him.

With best regards, we are

Yours very truly,

CHASON, STONE & CHASON

BY: 

JEC:lp

GLENN R. TAYLOR and ETHEL
C. TAYLOR,

Plaintiffs,

vs.

ERNEST WIGSTROM, doing
business as UNITED
APPLIANCE COMPANY,

Defendant.

X

X

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW NO. 9491

INTERROGATORIES PROPOUNDED TO DEFENDANT,
ERNEST WIGSTROM

Comes now the Plaintiff in the above styled cause and propounds the following Interrogatories to the Defendant, Ernest Wigstrom, an individual and doing business as United Appliance Company:

1. Do you own and operate United Appliance Company in Robertsdale, Alabama?

2. On the 28th day of July, 1970, were Bryant Alton Pope and Sammy Rigby employed by you?

3. If the answer to the preceeding question is yes, did such employees acting within the line and scope of their authority as such, on said day install an electric water heater for you in the home of Glenn R. Taylor and Ethel C. Taylor?

CHASON, STONE & CHASON

By: John S. Chason
Attorneys for Plaintiff

STATE OF ALABAMA

BALDWIN COUNTY

Before me, the undersigned authority, personally appeared John Earle Chason, who is known to me and who, after being by me first duly and legally sworn, did depose and say under oath as follows:

That he is one of the attorneys of record for the Plaintiff in the above styled cause and that the answers to the Interrogatories hereinabove propounded to the Defendant, Ernest Wigstrom, doing business as United Appliance Company, will be material evidence in the cause.

John Earle Chason
John Earle Chason

Sworn to and subscribed before
me this 15th day of March, 1971.

Lois M. Stough
Notary Public, Baldwin County, Alabama

FILED

MAR 15 1971

EUNICE B. BLACKMON CIRCUIT CLERK

I hereby accept service of these interrogatories
for Ernest Wigstrom, DBA United Appliance
Company. 3/15/71
G. J. Walton
att'y for the Defendant