

RAYMOND MARSHALL, individually)	IN THE CIRCUIT COURT OF
and d/b/a MARSHALL REFRIGERATION)	BALDWIN COUNTY, ALABAMA
COMPANY,)	
Plaintiff,)	AT LAW
vs.)	
HARRY HIGGENBOTHAM,)	<i>ms 9514</i>
Defendant.)	

COUNT ONE

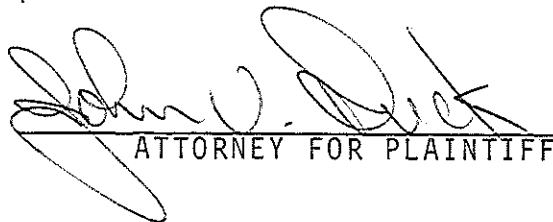
Plaintiff claims of the Defendant the sum of ONE HUNDRED SIXTY-SIX AND 50/100 (\$166.50) DOLLARS, damages for the breach of a written agreement, a copy of which is attached hereto and made a part hereof as though fully incorporated herein, and the Plaintiff says that although he has complied with all of the provisions on his part, the Defendant has failed to comply with the provisions of his agreement in that he has failed and refused to pay the balance of ONE HUNDRED SIXTY-SIX AND 50/100 (\$166.50) DOLLARS due under said contract.

COUNT TWO

Plaintiff claims of the Defendant the sum of ONE HUNDRED SIXTY-SIX AND 50/100 (\$166.50) DOLLARS due by account stated on, to-wit: the 1st day of October, 1970, which sum of money with the interest thereon is still unpaid.

COUNT THREE

Plaintiff claims of the Defendant the sum of ONE HUNDRED SIXTY-SIX AND 50/100 (\$166.50) DOLLARS due by open account from on, to-wit: the 1st day of October, 1970, which sum of money with the interest thereon is still unpaid.


ATTORNEY FOR PLAINTIFF

FILED

NOV 30 1970

ALICE J. DUCK CLERK
REGISTER

Raymond Marshall

Air Condition & Refrigeration Work

24 HOURS SERVICE ON ALL MAKES.
COMMERCIAL and RESIDENTIAL

Phone 928-2219

SALES and SERVICE

FAIRHOPE, ALABAMA

10 - 1 19 70

~~Henry Huggins~~
P.O. #1
P.O. #1
P.O. #1

DATE	DESCRIPTION	AMOUNT
2	elbow and extra pipe	16.50
	Balance on job	150.00
	job completed. man refuses to pay says he not pleased in work pipe and refuses to let the job be checked out. Also willing to send any contractor in to check out job.	
	TOTAL	166.50

MARSHALL REFRIGERATION COMPANY

SALES AND SERVICE ALL WORK GUARANTEED
Fairhope, Alabama P.O.Box 897 Telephone 928-2219

TO: Mr. Harry Higginbotham

FOR: Residence

LOCATION: Point Clear, Alabama

Submitted by MARSHALL REFRIGERATION CO.

One-36,000 BTU Bryant Condenser Unit. One-36,000 BTU Bryant
Coil. One-100,000 BTU Bryant Furnace. One-T87-P Honeywell
Thermostat. Seven-fresh air registers. One-return air
Metal duct wrapped with one inch aluminum foil insulation.

THIS CONTRACT DOES NOT INCLUDE:

Electrical box and gas line to equipment room.

WARRANTIES ON EQUIPMENT

One year warrenty on all electrical parts and motor.
Five year warranty on compressors and condensers.
Ten year warranty on heat exchanger.

As contractor-installers, we agree to execute the terms of the warranties as specified in the operating instruction booklet, under which terms this unit is sold to us, as authorized dealers and installers.

In addition to the factory warranties on the equipment itself, we personally warrant for a period of one year, all the details associated with installation of the unit.

During this period, we agree to repair and/or replace any equipment and to maintain installation so that it will render proper service within the standard for the unit and the type of installation provided.

Service under this warrenty, except for emergency calls, will be made only during the normal working hours, and does not include the replacement of fuses and filters.

After installation a qualified representative of contractor-installer will start, test, and provide instructions on the use and operation of the equipment.

WORKMANSHIP:

We guarantee that all work performed by us, as contractor-installers, will be done in the best workmanship like manner, and that it will conform to all existing local codes and regulations applying to the type of work performed.

PRICE:

The price is to be: Nine hundred fifty dollars. (950.00)

Title to this property herein shall not be passed until all payments here under are made;

TERMS OF PAYMENT ARE TO BE: Cash on Completion.

Respectfully submitted by:

Raymond Marshall
Marshall refrigeration co.

The above proposal is hereby accepted this 24 day of June 1970.

Harry Higginbotham
Purchaser

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 HARRY HIGGENBOTHAM

.....
.....
.....
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.....

..... HARRY HIGGENBOTHAM Defendant.....

by RAYMOND MARSHALL, ind. & dba MARSHALL REFRIGERATION CO.

..... Plaintiff.....
Witness my hand this..... 30 day of..... Nov 1970.....

..... Alice J. Duck Clerk

No. 9574

Page.....

THE STATE OF ALABAMA

BALDWIN COUNTY

CIRCUIT COURT

...RAYMOND MARSHALL, ind. & dba
MARSHALL REFRIGERATION COMPANY
Plaintiffs

vs.

HARRY HIGGENBOTHAM
Defendants

SUMMONS AND COMPLAINT

FILED

Filed 19.....

NOV 30 1970

..... Clerk

ALICE J. DUCK

CLERK
REGISTER

JOHN V. DUCK

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at
Harry's Dive Shop, Post Office
Building, Point Clear, Ala.

Recieved In Office

..... Nov 30 1970.....

..... Taylor Wilkins Sheriff

I have executed this summons

this 1-Dec 1970

by leaving a copy with

W

..... Harry Higgenbotham

..... Sheriff claims \$0 miles at

Ten Cents per mile Total \$ 8.00

..... TAYLOR WILKINS Sheriff

..... W. Cook
DEPUTY SHERIFF

..... Taylor Wilkins Sheriff

..... W. Cook Deputy Sheriff

JOHN V. DUCK
Attorney at Law
P. O. DRAWER Y - FAIRHOPE, ALABAMA

M E S S A G E

R E P L Y

TO Mrs. Alice J. Duck

Bay Minette, Ala.

DATE November 24, 1970

Re: Raymond Marshall, ind. & dba Marshall
Refrigeration Co. vs. Harry Higgenbotham

Dear Mrs. Duck:

Enclosed please find Bill of Complaint to
be filed, together with copy of same and
summons to be served.

Sincerely,

John V. Duck
(181)

SIGNED

DATE

no. 9574

FILED

NOV 30 1970

ALICE J. DUCK

SIGNED

RAYMOND MARSHALL, individually
and d/b/a MARSHALL REFRIGERATION
COMPANY

Plaintiff,

vs.

HARRY HIGGENBOTHAM,

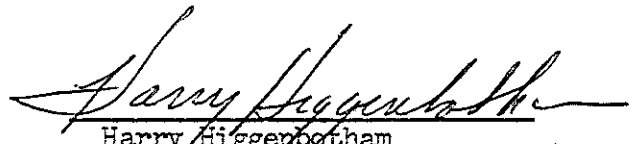
Defendant

) IN THE CIRCUIT COURT OF
)
) BALDWIN COUNTY, ALABAMA

) AT LAW

) RE: 9574

For answer to COUNTS One, Two and Three, the Defendant says
he does not owe the Plaintiff the amount sued for.


Harry Higgenbotham
12/16/70

The Defendant demands a trial by jury.


Harry Higgenbotham
12/16/70

FILED

DEC 17 1970

ALICE J. DUCK CLERK
REGISTER

Against Estate
9574



HARRY HIGGINBOTHAM
P.O. Box 447
POINT CLEAR, ALA

36564

PAID