LILLIAN M. BACH, ET AL,	)	
Plaintiffs,	)	IN THE CIRCUIT COURT OF
VS.	)	BALDWIN COUNTY, ALABAMA
BALDWIN COUNTY ELECTRIC MEMBERSHIP CORPORATION,	)	AT LAW NO. 9576
Defendant.	)	

AMENDED COMPLAINT

Now come the plaintiffs in the above styled cause and amend the complaint in said cause so that, as amended the said complaint will read as follows:

COUNT ONE

The plaintiffs claim of the defendant the sum of Ten Thousand Dollars ($10,000.00) for that heretofore at various and continuing times within one year next preceding the filing of the complaint in this cause, the defendant furnished to plaintiffs at their dwelling house in Baldwin County, Alabama, which is situated in the West Half of the Northeast Quarter of Section 7, Township 8 South, Range 5 East, electrical power for lighting the plaintiffs' said residence and for the purpose of operating electrical appliances, including a heat pump, electric hot water heater and electric stove and oven; that the voltage used and furnished by the said defendant to the said plaintiffs was highly dangerous, and much greater than that which should be used for the purpose for which it was furnished; that during the period of time within one year next preceding the filing of the complaint in this cause, the plaintiffs continually resided in the dwelling house situated on the said property and the defendant, for a reward, furnished electricity to plaintiffs' residence for the purposes as aforesaid; that within one year next preceding the filing of the complaint in this cause, that the electric current furnished plaintiffs by defendant was so excessive as to cause the compressor, which is a part of the heat pump of the plaintiffs situated at their residence, to be damaged, burned and rendered useless on three different occasions; that during said period of time the said electric current furnished by defendant to the plaintiffs was so

dangerous and excessive that the electric hot water heater of plaintiffs was burned and damaged; the electric oven of plaintiffs was burned, damaged and rendered useless; the said excessive voltage so furnished during said period of time by the defendant did cause electrical shocks to plaintiffs when they attempted to use the plumbing fixtures installed in their said dwelling house. The plaintiffs aver that their said damages were caused by reason of the negligence of the agents, servants or employees of defendant, acting within the line and scope of their authority in that they negligently charged or allowed the wire that furnished electricity to plaintiffs be charged with an unreasonable, unnecessary and dangerous amount of electricity, which was transmitted to plaintiff' residence, which said electric current damaged them as aforesaid, hence this suit.

Attorney for Plaintiffs

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing pleading has been served upon counsel for all parties to this proceeding, by mailing the same to each by First Class United States Mail, properly addressed and postage prepaid on this 26 day of Feb, 19 71.

Attorney for Plaintiffs

FILED

FEB 26 1971

EUNICE B. BLACKMON CIRCUIT CLERK

LILLIAN M. BACH, ET AL,	)	IN THE CIRCUIT COURT OF
Plaintiffs	)	BALDWIN COUNTY, ALABAMA
vs.	)	AT LAW
BALDWIN COUNTY ELECTRIC MEMBERSHIP CORPORATION,	)	
Defendant.	)	CASE NO. 9576

REFILED DEMURRER

COMES NOW THE Defendant in the above styled cause, and refiles its Demurrers heretofore filed to the Plaintiffs' Complaint and each count thereof, separately and severally, as last amended separately and severally.

LYONS, PIPES AND COOK
Attorneys for Defendant

By: Wesley Pipes

CERTIFICATE OF SERVICE

I do hereby certify that I have on this [illegible] day of [illegible] served a copy of the foregoing pleading [illegible] for all parties [illegible] by mailing the same by United States Mail, properly addressed, and first class postage prepaid.

FILED

MAR 8 1971

EUNICE B. BLACKMON CIRCUIT CLERK

9576

LILLIAN M. BACH, ET AL, Complainants, VS. BALDWIN COUNTY ELECTRIC MEMBERSHIP CORPORATION, Respondent.	)	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA IN EQUITY NO. 7495

ORDER

This cause coming on to be heard on this date is submitted on the respondent's demurrer to the bill of complaint and it appearing to the court that the complainants have stricken from the original bill of complaint the prayer for an injunction and it further appearing that there is no equity in the bill of complaint as amended, it is, therefore, ORDERED, ADJUDGED AND DECREED by the court that this cause be and it hereby is transferred from the equity side of the Circuit Court of Baldwin County, Alabama, to the law side of the Circuit Court of Baldwin County, Alabama.

ORDERED, ADJUDGED AND DECREED on this the 18th day of May, 1970.

Julian McPhillips
Judge

FILED

MAY 21 1970

ALICE J. BUCK CLERK REGISTER

LYONS, PIPES & COOK
ATTORNEYS AT LAW
2510 FIRST NATIONAL BANK BUILDING
MOBILE, ALABAMA
36601

JOSEPH H. LYONS (1900-1957)
SAM W. PIPES
WALTER M. COOK
GORDON B. KAHN
G. SAGE LYONS
AUGUSTINE MEAHER, III
JAMES B. KIERCE, JR.
WESLEY PIPES
NORTON W. BROOKER, JR.
COOPER C. THURBER

AREA CODE 205
TEL. 432-4483
P.O. DRAWER 2727

July 30, 1971

Hon. Eunice B. Blackmon, Clerk
Baldwin County Courthouse
Bay Minette, Alabama 36507

Re: Lillian M. Bach, et al. vs. Baldwin County Electric Membership Corporation
In the Circuit Court of Baldwin County, Alabama.
CASE NO. 9576

Dear Mrs. Blackmon:

Enter

Enclosed herewith is a Certificate which we ask that you sign certifying that the above captioned case has been dismissed with prejudice, and the Court costs paid in full. Our check is enclosed for the purpose of paying the Court costs.

Very truly yours,

LYONS, PIPES AND COOK

Wesley Pipes

WP/see

Enclosure

LILLIAN M. BACH, ET AL, Plaintiffs, VS. BALDWIN COUNTY ELECTRIC MEMBERSHIP CORPORATION, Defendant.	)	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA AT LAW NO. 9576

AMENDED COMPLAINT

Now come the plaintiffs in the above styled cause and amend the complaint in said cause so that, as amended the said complaint will read as follows:

COUNT ONE

The plaintiffs claim of the defendant the sum of Ten Thousand Dollars ($10,000.00) for that heretofore at various and continuing times within one year next preceding the filing of the complaint in this cause, the defendant furnished to plaintiffs at their dwelling house in Baldwin County, Alabama, which is situated in the West Half of the Northeast Quarter of Section 7, Township 8 South, Range 5 East, electrical power for lighting the plaintiffs' said residence and for the purpose of operating electrical appliances, including a heat pump, electric hot water heater and electric stove and oven; that the voltage used and furnished by the said defendant to the said plaintiffs was highly dangerous, and much greater than that which should be used for the purpose for which it was furnished; that during the period of time within one year next preceding the filing of the complaint in this cause, the plaintiffs continually resided in the dwelling house situated on the said property and the defendant, for a reward, furnished electricity to plaintiffs' residence for the purposes as aforesaid; that within one year next preceding the filing of the complaint in this cause, that the electric current furnished plaintiffs by defendant was so excessive as to cause the compressor, which is a part of the heat pump of the plaintiffs situated at their residence, to be damaged, burned and rendered useless on three different occasions; that during said period of time the said electric current furnished by defendant to the plaintiffs was so

dangerous and excessive that the electric hot water heater of plaintiffs was burned and damaged; the electric oven of plaintiffs was burned, damaged and rendered useless; the said excessive voltage so furnished during said period of time by the defendant did cause electrical shocks to plaintiffs when they attempted to use the plumbing fixtures installed in their said dwelling house; that the said electric current badly burned the plaintiffs, violently shocked their nervous system and caused them to be sick, sore and nervous. The plaintiffs aver that their said injuries and damages were caused by reason of the negligence of the agents, servants or employees of defendant, acting within the line and scope of their authority in that they negligently charged or allowed the wire that furnished electricity to plaintiffs to be charged with an unreasonable, unnecessary and dangerous amount of electricity, which was transmitted to the plaintiffs' residence, which said electric current injured and damaged them as aforesaid, hence this suit.

Attorney for Plaintiffs

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing pleading has been served upon counsel for all parties to this proceeding, by mailing the same to each by First Class United States Mail, properly addressed and postage prepaid on this 9th day of Dec., 19 70.

Attorney for Defendants

FILED

DEC 4 1970

ALICE J. BUCK CLERK REGISTER

LILLIAN M. BACH, ET AL,	:	IN THE CIRCUIT COURT OF
Plaintiffs,	:	BALDWIN COUNTY,
VS.	:	ALABAMA
BALDWIN COUNTY ELECTRIC MEMBERSHIP CORPORATION,	:	AT LAW
Defendant.	:	CASE NO. 9576

D E M U R R E R

COMES NOW the Defendant in the above styled cause, and demurs to the Plaintiffs's complaint as a whole, and to each count thereof, separately and severally, and as grounds therefor sets down and assigns the following separately and severally:

1. Said count does not state cause of action.

2. Said count does not state facts upon which the relief prayed for can be granted.

3. For that the allegation that: " The electric current furnished Plaintiffs by Defendant was so excessive...." is a mere conclusion of the pleader, insufficient facts being alleged in support thereof.

4. For that said count does not allege what voltage the Plaintiffs expected to be furnished to them.

5. For aught that appears the electric current furnished by the Defendant was within the voltage limits the Plaintiffs contracted for.

6. Said count fails to allege the violation of any duty owed by the Defendant to the Plaintiffs.

7. Said count fails to allege any duty owed by the Defendant to the Plaintiffs.

8. That the facts alleged do not constitute simple negligence.

9. For that a greater degree of care is sought to be case upon the Defendant than the law imposes.

10. For aught that appears the injuries and damages complained of were not the proximate result of any act or failure to act of the Defendant.

11. For that it does not appear wherein the Defendant breached any duty owed to the Plaintiffs.

12. For that the averments set up, if true, do not show any liability on the part of the Defendant.

13. Said count attempts to set forth the facts showing negligence on the part of the Defendant, but the facts alleged do not constitute negligence as a matter of law.

14. For that said count seeks to charge the quo modo, but the facts alleged therein are insufficient to sonstitute negligence as a matter of law.

15. Said count fails to allege any causal connection between the alleged negligence of the Defendant and the alleged injuries and damages to the Plaintiffs.

16. Said count fails to allege any causal connection between the alleged breach of contract by the Defendant and the alleged injuries and damages to the Plaintiffs.

17. That it is not alleged that the defendant negligently furnished the electrical current.

18. For aught that appears the contract sued upon was an oral contract.

19. Said count does not incorporate the terms of the contract sued upon, nor does it allege the legal effect thereof.

20. For that said count neither sets out the terms of the contract sued upon nor attaches a copy thereto.

21. For the allegation of a promise by the Defendant is insufficient.

22. For that said count claims no allegation of a promise by the Defendant.

23. For aught that appears the Plaintiffs have not performed the conditions precedent to the Defendant's duties under the contract.

24. For that it does not appear what breach of contract was committed by the Defendant such that the Plaintiffs were excused from performing all of the conditions precedent to the Defendant's performance under the contract.

25. For aught that appears the alleged contract was not based upon a valuable consideration.

26. For that the allegation of a valuable consideration is insufficient.

27. For aught that appears the Defendant received no consideration for any promises on its part.

28. For that the allegation that the Defendant's breached the contract is a conslusion of the pleader.

29. For that said count alleges more than one breach of duty by the Defendant.

30. For that said count fails to allege the date on which the contract was breached.

31. For that said count fails to allege the dates on which the contract was breached.

32. For that there is a misjoinder of causes of action.

33. For that said count is duplicitous.

34. For that there is a misjoinder of parties Plaintiff.

35. For that there is a non-joinder of necessary parties Plaintiff.

36. For that it affirmatively appears that the Plaintiffs are suing in both tort and contract in the same count.

37. For that said count does not allege the terms of the contract sued upon, nor does it attach a copy thereto.

38. For there is a misjoinder of causes of action.

39. For that said count alleges more than one breach of more than one promise.

40. For aught that appears the property alleged to have been damaged was not the property of the Plaintiffs.

41. For that it does not appear from said count which items of property claim to have been damaged were the property of which plaintiff.

42. For aught that appears the Plaintiffs had no joint interest in the alleged personal injuries to each other.

43. For that the location of the Plaintiffs's house is not alleged with sufficient certainty.

LYONS, PIPES AND COOK
Attorneys for Defendant

WESLEY PIPES

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 21 day of January, 1971, 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

JAN 22 1971

Eunice B. Blackmon
Clerk