


RIDER CONSTRUCTION COMPANY, INC. , a corporation,	0	IN THE CIRCUIT COURT OF
	0	BALDWIN COUNTY
PLAINTIFF	0	AT LAW
VS.	0	NO. 9630
HOME SPECIALTY PEST CONTROL COMPANY, INC. , a corporation,	0	
DEFENDANT	0	

DEMURRER

Comes the Defendant, Home Specialty Pest Control Company, Inc., a corporation, in the above captioned matter and demurs to the Plaintiff's Complaint heretofore filed and to each allegation thereof separately and severally states as follows :

1. The Complaint does not state a cause of action against the Defendant.
2. The Complaint is vague and uncertain.
3. The Complaint does not sufficiently apprise the Defendant of what it is called upon to defend.
4. The Complaint is ambiguous and uncertain.

  
 MAURICE ROGERS, Attorney for Defendant  
 712-18th Street, Ensley  
 Birmingham, Alabama 35218

**FILED**

FEB 12 1971

EUNICE B. BLACKMON CIRCUIT CLERK

Bay Minette, Ala., Jan 7 1971

To the Sheriff of Jefferson County, Birmingham, Alabama  
I enclose herewith S+C for Home Specialty Pest Control  
1800 Warrior Rd.  
B'ham, Ala.

Please serve and return as early as possible.

Taylor Wilkins  
Sheriff, Baldwin County, Alabama

(If not found in your county, please advise promptly giving information as to present location if possible)

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 Home Specialty Pest Control Company, Inc., a corporation, 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 same, then and there to answer the Complaint of Rider Construction Company, Inc., a corporation.

Witness my hand this 2 day of January, 1971.

*Alice J. Deek*  
Clerk

RIDER CONSTRUCTION COMPANY,  
INC., a corporation,

X

IN THE CIRCUIT COURT OF

X

Plaintiff,

X

vs.

BALDWIN COUNTY, ALABAMA

X

HOME SPECIALTY PEST CONTROL  
COMPANY, INC., a corporation,

X

Defendant.

X

AT LAW

9630

COUNT ONE

The Plaintiff claims of the Defendant the sum of Three Thousand Two Hundred Seventy-two Dollars and Fifty-three Cents (\$3,272.53) as damages for that heretofore on, to-wit, the 17th day of August, 1970 the Plaintiff and the Defendant entered into an agreement or written contract, a copy of which is attached hereto and made a part hereof as though fully set out herein, and by the terms of said contract the Plaintiff agreed to effect certain repairs to the dwelling house of Mrs. J. C. Callaway in return for which the Defendant agreed to pay for all labor and

materials furnished including an additional charge of Twelve Percent (12%) of the actual labor cost incurred for overhead on labor and to further pay the Plaintiff as profit the sum of Twenty Percent (20%) of the combined cost of labor and materials if said cost is less than Five Thousand Dollars (\$5,000.00) total and Ten Percent (10%) of said cost if such total cost exceeds such total cost of Five Thousand Dollars (\$5,000.00); that the Defendant agreed to pay the contractor all amounts due under this contract within thirty days of the receipt of the statement from the contractor and the Plaintiff has fully performed his obligations under said contract and has secured a certificate of satisfaction from Mrs. J. C. Callaway for the repairs made on her property and has submitted a statement to the Defendant on or about September 25, 1970; that more than thirty days have passed since rendition of this statement and the Defendant has failed and refused to pay the Plaintiff any amount in payment of said statement, hence this suit.

CHASON, STONE & CHASON

By: John Earle Chason

Defendant may be served at:

1800 Warrior Road  
Birmingham, Alabama

**FILED**

JAN 7 1971

**ALICE J. DUCK** CLERK  
REGISTER

STATE OF ALABAMA

CONTRACT

BALDWIN COUNTY

This AGREEMENT, entered into this 17<sup>th</sup> day of August, 1970, by and between HOME SPECIALTY PEST CONTROL COMPANY, INC., a corporation, hereinafter referred to as "COMPANY", and PAUL F. RIDER, individually and doing business as RIDER CONSTRUCTION COMPANY, INC., a corporation, hereinafter referred to as "CONTRACTOR"

W I T N E S S E T H :

That for and in consideration of the mutual covenants and agreements hereinafter set forth, both parties hereto do hereby mutually covenant and agree as follows:

1. That the Contractor will provide all labor and materials necessary to complete the work hereinafter set forth for Mrs. J. C. Callaway at her home in the Lagoon Community near Gulf Shores, Alabama.
2. Contractor agrees to repair or replace in the same condition as of June 23, 1960, any and all damaged timbers, door facings, window facings, all floors sagging or humped, all sleepers and rafters in the dwelling house of Mrs. J. C. Callaway damaged after June 23, 1960, which said damage was caused by active subterranean termites, as determined by Gregg W. O'Dell.
3. Company agrees to pay the Contractor for all labor and materials furnished including an additional charge of twelve percent (12%) of the actual labor costs incurred for overhead on labor and Company agrees to pay Contractor as profit the sum of twenty percent (20%) of the combined cost of labor and materials if said cost is less than Five Thousand Dollars (\$5,000.00) total and ten percent (10%) of said cost if such total costs exceed Five Thousand Dollars (\$5,000.00).
4. Contractor agrees that he shall diligently pursue

the work to be done and shall finish the same prior to the 15th day of October, 1970, that being the day on which the Company has previously obligated itself to Mrs. J. C. Callaway to have said work completed.

5. Company agrees to pay Contractor any and all amounts due pursuant to this contract within thirty (30) days after receipt of a statement of the amount due from the Contractor.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals effective the day hereinabove first written.

HOME SPECIALTY PEST CONTROL  
COMPANY, INC., a corporation,

By: Lloyd L. O'Dell Jr.  
As Its President

RIDER CONSTRUCTION COMPANY, INC.,  
a corporation,

By: Paul F. Rider  
As Its President

STATE OF ALABAMA

JEFFERSON COUNTY

I, Faye Cockrell, a Notary Public, in and for said County in said State, hereby certify that Lloyd L. O'Dell Jr., whose name as President of Home Specialty Pest Control Company, Inc., a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 17<sup>th</sup> day of August, 1970.

Faye Cockrell  
Notary Public, Jefferson County, Alabama

STATE OF ALABAMA

BALDWIN COUNTY

I, John E. Chason, a Notary Public, in  
and for said County in said State, hereby certify that Paul  
F. Rider, whose name as President of Rider Con-  
struction Company, Inc., a corporation, is signed to the foregoing  
instrument and who is known to me, acknowledged before me on this  
day that, being informed of the contents of the instrument, he,  
in his capacity as such officer and with full authority, executed  
the same voluntarily on the day the same bears date.

Given under my hand and seal this 7<sup>th</sup> day of August,  
1970.

John Earle Chason  
Notary Public, Baldwin County, Alabama

RECEIVED

JAN 7 1971

TAYLOR YOUNG  
SHERIFF

JAN 6 2 47 PM '71

SHERIFF'S  
OFFICE  
JAN. 1971

Melvin Bailey, Sheriff of  
Jefferson County, Alabama,  
claiming to be the owner of

\_\_\_\_\_ of  
\_\_\_\_\_

\_\_\_\_\_ process(es) or a total of

\$ \_\_\_\_\_

\_\_\_\_\_ Deputy Sheriff

9630

RIDER CONSTRUCTION COMPANY, INC.  
a corporation,

Plaintiff,

vs.

HOME SPECIALTY PEST CONTROL  
COMPANY, INC., a corporation,

Defendant.

\* \* \* \* \*

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

\* \* \* \* \*

SUMMONS and COMPLAINT

FILED

JAN 7 1971

ALICE J. DICK CLERK  
CHASON, STONE & CHASON  
ATTORNEYS AT LAW  
P. O. Box 120  
BAY MINETTE, ALABAMA

*Wilson*

Executed this the JAN 11 1971 day of Jan. 1971  
on Home Spec. Pest control  
by leaving a copy of within with  
Bobby Clark  
of said co  
By Wilson MELVIN BAILEY, Sheriff  
Jefferson County, Alabama D.S.  
by Wilson TRAVELING EXPENSE \$1.00 D.S.