


THOMAS K. LEE and ELOISE P. LEE,	)	
	(	
Plaintiffs,	)	IN THE CIRCUIT COURT OF
	(	
vs.	)	BALDWIN COUNTY, ALABAMA
	(	
GEORGE McINVALE, d/b/a GEORGE'S	)	AT LAW
HEATING AND AIR CONDITIONING,	(	
	)	CASE NO. 9649
Defendant.	(	

MOTION FOR DEFAULT JUDGMENT

Comes the Plaintiffs in the above styled cause and file this their motion for default judgment for the amount sued for against the Defendant on the grounds that more than thirty (30) days have elapsed since service of the summons and complaint upon said Defendant and that said summons was duly served according to law and that said Defendant has failed to answer, plead, or demur to the Complaint in this cause.

  
Attorney for Plaintiffs

FILED

DEC 14 1971

EUNICE B. BLACKMON CIRCUIT  
 CLERK

CECIL G. CHASON

THOMAS W. UNDERWOOD, JR.  
ASSOCIATE

*Attorney at Law*

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

April 9, 1971

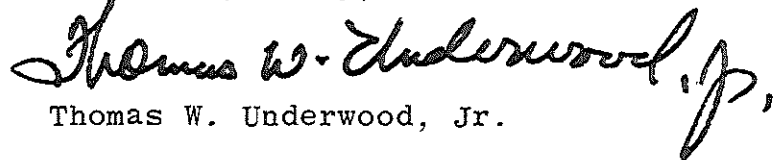
Mrs. Eunice B. Blackmon  
Circuit Clerk  
Bay Minette, Alabama

Re: Lee vs. McInvale  
Case No. 9649

Dear Mrs. Blackmon:

Please have the Defendant in the case mentioned above served by personal service at his residence, 1309 Middlerring Road, Mobile, Alabama, or at his business address, Howard Air Conditioning, Inc., 713 Lakeside Dr., Mobile, Alabama.

Yours very truly,

  
Thomas W. Underwood, Jr.

TWU, Jr/jc

STATE OF ALABAMA)  
BALDWIN COUNTY) . . . . . IN THE CIRCUIT COURT . . . LAW SIDE

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon GEORGE McINVALE 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 THOMAS K. LEE and ELOISE P. LEE.

WITNESS my hand this the 25 day of January, 1971.

Ernie B. Blackmon  
Clerk

COMPLAINT

THOMAS K. LEE and ELOISE P. LEE,	)	IN THE CIRCUIT COURT OF
	)	
Plaintiffs,	)	BALDWIN COUNTY, ALABAMA
	)	
vs.	)	AT LAW
	)	
GEORGE McINVALE, d/b/a GEORGE'S	)	
HEATING AND AIR CONDITIONING,	)	
	)	
Defendant.	)	CASE NO. <u>9649</u>

COUNT I

Plaintiffs claim of the Defendant the sum of Nine Hundred Dollars (\$900.00) as damages due as a result of the Defendant's breach of an oral contract to install a central heating and air conditioning system in the Plaintiffs' home located in Elberta, Alabama. This contract was made on, to-wit: September 20, 1970. Under the terms of said contract, the Defendant agreed to furnish all materials, equipment and labor necessary to install a complete central heating and air conditioning system in Plaintiffs' home, and for this consideration the Plaintiffs agreed to pay the Defendant a total sum of \$1,500.00. The Plaintiffs issued three checks to the Defendant totaling \$1,500.00 as consideration for the Defendant's installation of said heating and air conditioning system. The Defendant accepted the Plaintiffs' \$1,500.00 and agreed to purchase the necessary equipment and to immediately complete the entire job. The Defendant, however, only purchased and installed the heating unit and air ducts. The

Defendant has never installed the air conditioning unit, thermostat, registers and accompanying equipment and accessories as he agreed to do and has acknowledged to the Plaintiffs that he no longer has the money which the Plaintiffs paid the Defendant, and that he has not purchased the remaining equipment with which to complete the job. The Defendant agreed as a term of the oral agreement that he would purchase all necessary materials and equipment with the \$1,500.00 which the Plaintiffs paid the Defendant and immediately complete the installation of this equipment. The Defendant has in fact not purchased all the necessary equipment and has informed the Plaintiffs that he will not complete the job as he agreed. The Defendant has thereby breached his oral agreement and has not performed as he contracted to do and has received unjust enrichment in the sum of \$900.00.

#### COUNT II

The Plaintiffs claim of the Defendant Nine Hundred Dollars (\$900.00) in damages as a result of the Defendant breaching an oral agreement with the Plaintiffs to install a complete central heating and air conditioning system in the home of the Plaintiffs located in Elberta, Alabama. On or about, to-wit: September 20, 1970, the Defendant orally promised/<sup>to</sup>purchase all equipment necessary to install a central heating and air conditioning unit and to install same in Plaintiffs' home for a total price of \$1,500.00. The Plaintiffs agreed to pay the Defendant \$1,500.00 which sum was to cover the cost of all materials, equipment and labor to complete a finished installation of a central heating and air conditioning system. According to the terms of the above mentioned contract, the Defendant was to purchase the necessary equipment and immediately install same in the Plaintiffs' house. The Plaintiffs paid the Defendant a total sum of \$1,500 as the Plaintiffs agreed to do, but the Defendant only purchased and installed a heater and air ducts and acknowledged to the Plaintiffs upon being questioned as to when the Defendant intended to complete the job, that he had not purchased the remaining materials to complete the job and would not refund the Plaintiffs' money.

Plaintiffs claim that the Defendant has been unjustly enriched by failing to perform as the Defendant agreed to do and by retaining the money that he accepted from the Plaintiffs for compensation for work that the Defendant has not performed.

*Thomas W. Underwood Jr.*  
Attorney for Plaintiff

Defendant may be served at  
Foley, Alabama OR BON SECOUR,  
ALABAMA

FILED

JAN 25 1971

*Ernie B. Blackman*  
Clerk

$\mathcal{H}^1(\mathbb{R}^n) \subset \mathcal{H}^1(\mathbb{R}^n)$  and  $\mathcal{H}^1(\mathbb{R}^n) \subset \mathcal{H}^1(\mathbb{R}^n)$  are the Hardy spaces of functions of vanishing mean and of vanishing mean and vanishing mean, respectively.

~~Subscribed~~ 14 Day of April 1971  
and on \_\_\_\_\_ Day of \_\_\_\_\_ 19\_\_\_\_  
I served a Copy of the within \_\_\_\_\_  
on \_\_\_\_\_  
by service on \_\_\_\_\_  
RAY D. BRINGS JR. - 166  
By \_\_\_\_\_ D. S.

~~THIS 2d day of Decr, 1931~~  
~~BY SENDING A COPY OF THE WITHIN ON~~  
~~TO WILLIAM W. BRIDGES, Sheriff~~  
~~D.S.~~

RETURNED 6/16/11  
Not found in the County after dilig-  
ent search and inquiry.

RAY D. FRODOGS, Sheriff

DIANUS D.S.

8901  
5-558  
9649  
5-24-  
9649  
5-558

Theresa H. Fee & Elsie



NF. 20.

George McEwenale, Altha  
George's Mother &  
All conditions

Yes, Mr. Daniel

11/3

Abbeville Dec 11

100

Dec 25 1911

Ernie B. Blackman

9-22-71

23

*[Faint, illegible markings]*

[illegible]

Therese Anderson

Received 25 day of Jan 19 74  
and on \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
I served a copy of the within 54C  
on George McInnis  
\_\_\_\_\_  
By service on: \_\_\_\_\_

TAYLOR WILKINS. Sheriff  
By \_\_\_\_\_ D. S.

Sheriff claims \_\_\_\_\_ miles at  
Ten Cents per mile Total \$ \_\_\_\_\_  
TAYLOR WILKINS, Sheriff  
BY \_\_\_\_\_  
DEPUTY SHERIFF

DAVID L. JONES  
SHERIFF

APR 12 1971

Entered 31 day of March 1971  
Not found in any records of diligent search and in-  
quiry.

By Childrens? Deputy Sheriff

THOMAS K. LEE and ELOISE P. LEE, )

Plaintiffs, )

vs. )

GEORGE McINVALLE, d/b/a GEORGE'S )  
HEATING AND AIR CONDITIONING, )

Defendant, )

HOWARD AIR CONDITIONING, )

Garnishee )

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NUMBER 9649

Comes now the Plaintiffs by and through their attorney and  
file and acknowledge full payment of the Judgment rendered by  
this Court in favor of the Plaintiffs against George McInvale  
and hereby discharge the garnishee, Howard Air Conditioning, from  
any further responsibility.

CHASON & UNDERWOOD

By Thomas W. Underwood  
Attorneys for Plaintiffs

FILED

DEC 10 1973

EUNICE B. BLACKMON CIRCUIT  
CLERK