

EDWIN WARLEY A/K/A
ED WARLEY,

PLAINTIFF

VS

DALE WERHAN AND ALABAMA
AIRCRAFT INC., AN
ALABAMA CORPORATION

DEFENDANTS

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO: 9867

COUNT ONE:

THE PLAINTIFF CLAIMS OF THE DEFENDANTS THE SUM OF TEN THOUSAND AND NO/100 (\$10,000.00) DOLLARS, DAMAGES FOR THE BREACH OF A WRITTEN AGREEMENT, A COPY OF WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS IF THOUGH FULLY SETOUT HEREIN, ENTERED INTO BY THEM ON TO-WIT, MAY 22, 1969, BY WHICH THE DEFENDANTS PROMISED AND AGREED TO PAY THE PLAINTIFF THE SUM OF SIXTEEN AND NO/100 (\$16.00) DOLLARS PER HOUR FOR EACH HOUR THE PLAINTIFF'S AIRPLANE, TO-WIT, A PIPER PA-28-180-R, WAS UTILIZED BY THE DEFENDANT, ALABAMA AIRCRAFT, INC., AND FURTHER THAT THE DEFENDANTS WOULD NOT PURCHASE FOR A PERIOD OF TWO YEARS AN AIRPLANE SIMILAR IN DESCRIPTION TO THE AIRPLANE HEREIN DESCRIBED BELONGING TO THE PLAINTIFF: AND FURTHER THAT THE DEFENDANTS WOULD CHARTER THE SAID AIRPLANE WHENEVER POSSIBLE. PLAINTIFF AVERS THAT DEFENDANTS HAVE WHOLLY FAILED AND REFUSED TO ABIDE BY THE TERMS OF SAID WRITTEN AGREEMENT IN THAT ALABAMA AIRCRAFT, INC. AND DALE WERHAN, DEFENDANTS, OR THEIR AGENTS, EMPLOYEES OR ASSIGNS DID PURCHASE AND OPERATE AN AIRPLANE SIMILAR TO THE AIRPLANE OF THE PLAINTIFF, IN BREACH OF THE AGREEMENT HEREIN SET FORTH, AND FURTHER THAT THE DEFENDANTS FAILED AND REFUSED TO CHARTER THE PLAINTIFF'S AIRPLANE WHENEVER POSSIBLE, AND FURTHER FAILED AND REFUSED TO FURNISH THE PLAINTIFF COMPLETE AND ACCURATE INFORMATION PERTAINING TO THE USAGE OF SAID AIRPLANE. (PLAINTIFF AVERS THAT, AS A DIRECT AND PROXIMATE CONSEQUENCE OF THE AFORESAID BREACH OF AGREEMENT, AS HEREIN-ABOVE ALLEGED, HE HAS SUFFERED GREAT LOSS AND EXPENSE IN THAT HE WAS FORCED TO SELL THE AIRPLANE IN ORDER TO SATISFY AN INDEBTEDNESS UPON SAID AIRPLANE, ALL TO THE KNOWLEDGE OF THE DEFENDANTS, AND THAT THE DEFENDANTS WITH FULL KNOWLEDGE OF THE CONSEQUENCES AND DAMAGES TO

BE INCURRED BY THE PLAINTIFF FAILED AND REFUSED TO COMPLY BY THE TERMS OF THE SAID WRITTEN AGREEMENT AND PLAINTIFF SUSTAINED GREAT DAMAGES IN THE LOSS OF GOOD WILL AND BUSINESS FOR THAT THE PLAINTIFF UPON OCCASION USED SAID AIRPLANE IN AND ABOUT HIS BUSINESS; WHEREFORE THE PLAINTIFF SUES AND CLAIMS DAMAGES IN THE SUM AFORESAID.

COUNT TWO:

PLAINTIFF CLAIMS OF THE DEFENDANTS THE SUM OF TEN THOUSAND AND NO/100 (\$10,000.00) DOLLARS, DAMAGES FOR THE BREACH OF A WRITTEN CONTRACT, A COPY OF WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS IF THOUGH FULLY SET-OUT HEREIN, ENTERED INTO BY THEM ON THE 22ND DAY OF MAY, 1969, BY WHICH THEY PROMISED TO USE AND CHARTER AN AIRPLANE DESCRIBED AS A PIPER PA-28-180-R, BELONGING TO THE PLAINTIFF AND PAY FOR THE USE THEREOF SIXTEEN AND NO/100 (\$16.00) DOLLARS PER HOUR, AND FURTHER THAT THE DEFENDANTS, THEIR AGENTS OR ASSIGNS WOULD NOT PURCHASE A SIMILAR AIRPLANE TO USE IN COMPETITION WITH THE CHARTERING OF THE PLAINTIFF'S AIRPLANE. THE DEFENDANTS WHOLLY FAILED AND REFUSED TO COMPLY BY THE TERMS OF SAID WRITTEN AGREEMENT IN THAT THEY FAILED AND REFUSED TO CHARTER THE AIRPLANE BELONGING TO THE PLAINTIFF WHENEVER POSSIBLE AND PURCHASED AN AIRPLANE SIMILAR TO THE PLAINTIFF'S AIRPLANE ALL OF WHICH IS IN BREACH OF THE AGREEMENT AS AFORESAID. PLAINTIFF AVERS THAT AS A DIRECT AND PROXIMATE CONSEQUENCE OF THE BREACH OF SAID WRITTEN AGREEMENT THE PLAINTIFF WAS FORCED TO SELL SAID AIRPLANE AND HE SUFFERED GREAT DAMAGES AN LOSS OF BUSINESS AND LOSS OF GOOD WILL TO HIS BUSINESS BY REASON THEREOF, WHEREFORE HE SUES.

COUNT THREE:

PLAINTIFF CLAIMS OF THE DEFENDANTS THE SUM OF FIVE THOUSAND SIX HUNDRED (\$5,600.00) DOLLARS, DAMAGES, FOR BREACH OF A WRITTEN CONTRACT ENTERED INTO BY THEM WITH THE PLAINTIFF ON, TO-WIT, THE 22ND DAY OF MAY, 1969, A COPY OF SAID AGREEMENT BEING ATTACHED HERETO AND BEING MADE A PART HEREOF, BY THE TERMS OF WHICH, THE DEFENDANTS WERE TO PERMIT THE CHARTER OF THE AIRPLANE DESCRIBED IN SAID

WRITTEN AGREEMENT WHENEVER POSSIBLE IN THE OPERATION OF THE DEFENDANTS' BUSINESS, WHICH THE DEFENDANTS COMPLETELY FAILED AND REFUSED TO DO, RESULTING IN GREAT LOSSES AND DAMAGES TO THE PLAINTIFF, IN THAT THE PLAINTIFF WOULD HAVE RECEIVED \$5,600.00 IN CHARTER FEES, IF THE DEFENDANTS HAD CONTINUED TO CHARTER AND USE THE PLAINTIFF'S AIRPLANE UNTIL THE TERMINATION OF SAID CONTRACT FROM THE DATE OF THE BREACH OF SAID CONTRACT. PLAINTIFF AVERS THAT, AS A DIRECT AND PROXIMATE CONSEQUENCE OF THE AFORESAID BREACH OF CONTRACT HE SUFFERED GREAT DAMAGES; WHEREFORE PLAINTIFF SUES AND CLAIMS DAMAGES IN THE SUM AFORESAID.

BAILEY & TAYLOR

BY:

Robert E. Taylor
ATTORNEY FOR PLAINTIFF

FOR THE TRIAL IN THIS CAUSE

THE PLAINTIFF DEMANDS A TRIAL BY
JURY.

Robert E. Taylor

FILED

JUN 7 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

CASE NO: 9867

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

EDWIN WARLEY A/K/A
ED WARLEY,

PLAINTIFF

VS.

DALE WERHAN AND ALABAMA
AIRCRAFT INC., AN ALABAMA
CORPORATION

DEFENDANTS

DEFENDANTS MAY BE SERVED AT
FAIRHOPE MUNICIPAL AIRPORT
FAIRHOPE, ALABAMA

JAN 27 1972

(Second Serving)

and on 27 day of Jan 19 72
I served a copy of the within 27 & 2
in Dale Werhan
Dale Aircraft Inc.
by service on Dale Werhan
H. H. HAN
TAYLOR WILKINS Sheriff
by D. S. Clark D. S.

10A1
Sheriff claims 80+80 miles at 816.00
Ten Cents per mile Total \$ 816.00
TAYLOR WILKINS Sheriff
by [Signature]
DEPUTY SHERIFF

JAN 27 1972

SUMMONS AND COMPLAINT

THE STATE OF ALABAMA
BALDWIN COUNTY

Circuit Court, Baldwin County

No. 9867

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Dale Werhan & Alabama Aircraft Inc., an
Alabama Corporation

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
Dale Werhan & Alabama Aircraft Inc., an Alabama Corporation, Defendant

by Edwin Warley a/k/a Ed Warley
Plaintiff

Witness my hand this 7th day of June 71 19.....

Eunice B. Blackburn, Clerk

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

EDWIN WARLEY a/k/a ED WARLEY

Plaintiffs

vs.

DALE WERHAN & ALABAMA AIRCRAFT INC., AN
 ALABAMA CORPORATION Defendants

SUMMONS AND COMPLAINT

Filed June 7, 1971

EUNICE B. BLACKMON Clerk

6246 SAN MOWICA
 PENSACOLA, FLA.

(SERVE HERE)

BAILEY & TAYLOR

Plaintiff's Attorney

Defendant's Attorney

SEP 9 1971

DALE WERHAN
 SHERIFF

Defendant lives at

Received In Office

June 8 1971

(Taylor Wilkins) Sheriff

I have executed this summons

this 19.....

by leaving a copy with

CR

Dale Werhan

Returned 10 day of June 1971

Not found in my county after diligent search and in-

quiry

Taylor Wilkins, Sheriff

Deputy Sheriff

TAYLOR WILKINS, Sheriff

DEPUTY SHERIFF

Returned 10 day of June 1971

Not found in my county after diligent search and in-

quiry

Taylor Wilkins, Sheriff

Deputy Sheriff

Moore Printing Co. - Bay Minette, Ala.

Div. No. _____

CERTIFICATE OF APPEAL. (Civil Cases,)

No. 9867

Baldwin County, Circuit Court.

Edward Warley a/k/a Ed Warley
Plaintiff.
vs.

Dale Werhan & Ala. Aircraft Inc. An Ala. A Corporation
Defendant.

I, Eunice B. Blackmon Clerk of Circuit Court,
of Baldwin County, Alabama, hereby certify that in the
cause of Edward Warley a/k/a Ed Warley plaintiff,
vs.

Dale Werhan & Ala. Aircraft Inc. An Ala. Corporation defendant,
which was tried and determined in this Court on the 8th day of
October 19 73, in which there was a judgment for
\$2,000.00 Dollars, in ~~favor of the plaintiff;~~ (or judgment
for defendant,) the Plaintiff on the 14th day of
May 19 74, took an appeal to the Civil Court
of Alabama to be holden of and for said State.

I further certify that Lloyd E. Taylor
filed security for cost of appeal, to the Court of Civil Appeals ~~court~~, on
the 14th day of May 19 74, and that Lloyd E. Taylor,
is
~~surety~~ surety on the appeal bond.

I further certify that notice of the said appeal was on the 10th
day of June 19 74, ~~served on~~ ^{was accepted} by James R. Owen
as attorney of record for said appellee, and that the amount sued for
was \$3,000.00 by counter claim Dollars. (Or certain lands)
(Or personal property.)

Witness my hand and the seal of this Court, this the 10th
day of June 19 74.

Eunice B. Blackmon
Clerk of the Circuit Court of
Baldwin County, Alabama.

THE STATE OF ALABAMA—JUDICIAL DEPARTMENT
THE COURT OF CIVIL APPEALS OF ALABAMA

October Term 19 74-75

_____ Div. No. Civ. 392

Edward Warley a/k/a Ed Warley

Appellant

v.

Dale Werhan and Alabama Aircraft, Inc., an Alabama Corporation

Appellee

On appeal from Baldwin Circuit Court

To the Clerk ~~Register~~ of the foregoing stated Court, Greeting:

Whereas, the record and proceedings of the Court below, in the above cause, were brought before the Court of Civil Appeals by appeal taken pursuant to law,

Now, it is hereby certified that upon consideration thereof the Court of Civil Appeals of Alabama, on the 5th day of November, 19 74, dismissed said appeal for want of prosecution

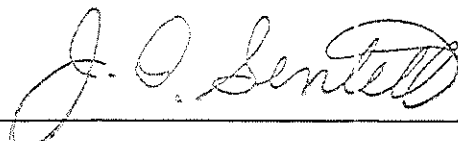
and ordered that appellant Edward Warley a/k/a Ed Warley

and Lloyd E. Taylor

sureties for the costs of appeal, pay the costs of appeal in this Court and in the Court below, for which costs let execution issue.

And it appearing that said parties have waived their rights of exemption under the laws of Alabama, it was ordered that execution issue accordingly.

Witness, J. O. Sentell, Clerk of the Court of Civil Appeals of Alabama, at the Judicial Department Building, this the 5th day of November 19 74.



Clerk of the Court of Civil Appeals of Alabama.

THE COURT OF CIVIL APPEALS
OF ALABAMA

October Term, 19 74-75

 Div., No. Civ. 392

Edward Warley a/k/a

Ed Warley

Appellant,

v.

Dale Werhan and Alabama

Aircraft, Inc., an Alabama
Corporation

Appellee.

From Baldwin Circuit Court.

9867

CERTIFICATE OF DISMISSAL

The State of Alabama,

 FILED County. } *Filed*

this day of NOV 7 1974

EUNICE B. BLACKMON CLERK