

MILES MALONEY

Ø

PLAINTIFF

Ø

IN THE CIRCUIT COURT OF

Vs

Ø

BALDWIN COUNTY, ALABAMA

BOBBY MORRIS, A/K/A
ROBERT MORRIS, AND W. C.
ROGERS

Ø

AT LAW

Ø

DEFENDANTS

Ø

CASE NO: 9868

COUNT ONE:

PLAINTIFF CLAIMS OF THE DEFENDANTS THE SUM OF THREE THOUSAND FIVE HUNDRED AND NO/100 (\$3,500.00) DAMAGES FOR A BREACH OF WARRANTY IN THE SALE AND CONSTRUCTION OF A SWIMMING POOL INSTALLED UPON THE PROPERTY OF THE PLAINTIFF, AT HIS RESIDENCE, ROUTE 2, BOX 177-F, DAPHNE, ALABAMA, WHICH WAS SOLD BY THE DEFENDANTS TO THE PLAINTIFF, ON JULY 31, 1970, WHICH THE DEFENDANTS WARRANTED TO BE IN GOOD CONDITION AND CAPABLE OF PERFORMING THE FUNCTIONS FOR WHICH IT WAS DESIGNED, TO-WIT; A POOL CAPABLE OF HOLDING AND RETAINING WATER, TOGETHER WITH A FILTER FOR CLEANING SAID POOL OF UN-CLEAN OBJECTS, WHEN IN FACT THE SAID SWIMMING POOL WILL NOT HOLD AND RETAIN WATER, BUT LEAKS, AND THE FILTER DOES NOT FUNCTION PROPERLY AND AT TIMES COMPLETELY FAILS TO OPERATE.

COUNT TWO:

PLAINTIFF CLAIMS OF THE DEFENDANTS, SEPARATELY AND SEVERALLY THE SUM OF THREE THOUSAND FIVE HUNDRED AND NO/100 (\$3,500.00) DOLLARS, DAMAGES FOR A BREACH OF WARRANTY IN THE SALE OF ONE SWIMMING POOL BY THEM TO THE PLAINTIFF ON, TO-WIT, JULY 31, 1970, WHICH THE DEFENDANTS WARRANTED TO BE IN GOOD CONDITION AND CAPABLE OF PERFORMING THE FUNCTIONS FOR WHICH IT WAS DESIGNED, TO-WIT, TO HOLD WATER FOR THE PURPOSES OF SWIMMING THEREIN, WHEN IN FACT THE SWIMMING POOL HAS FAILED AND CONTINUES TO FAIL TO PROPERLY RETAIN WATER BECAUSE OF VARIOUS LEAKS, WHICH MUST BE REPAIRED AT THE EXPENSE OF THE PLAINTIFF IN ORDER TO PLACE THE SAID SWIMMING POOL IN A CONDITION TO PROPERLY OPERATE, AS WARRANTED BY THE DEFENDANTS TO THE PLAINTIFF.

PLAINTIFF FURTHER AVERS THAT ALL OF THE SAID DAMAGES RESULTED FROM THE BREACH OF WARRANTY AS AFORESAID, WHEREFORE HE SUES.

COUNT THREE:

PLAINTIFF CLAIMS OF THE DEFENDANTS, SEPARATELY AND SEVERALLY, THE SUM OF THREE THOUSAND FIVE HUNDRED AND NO/100 (\$3,500.00) DOLLARS FOR DAMAGES, IN BREACH OF WARRANTY IN THE SALE OF ONE SWIMMING POOL INSTALLED UPON THE PREMISES OF THE PLAINTIFF AT ROUTE 2, BOX 177-F, DAPHNE, ALABAMA, BY THEM TO THE PLAINTIFF ON, TO-WIT, THE 31ST DAY OF JULY, 1970, IN THAT: PRIOR TO THE SAID SALE PLAINTIFF MADE KNOWN TO THE DEFENDANTS THAT THE SAID SWIMMING POOL WAS INTENDED FOR USE BY THE PLAINTIFF AND PLAINTIFF'S FAMILY FOR A RECREATIONAL SWIMMING POOL, AND FURTHER THAT SAID SWIMMING POOL WOULD NECESSARILY HAVE TO HOLD WATER AND NOT LEAK, AND THAT THE FILTER MUST OPERATE PROPERLY, AND DEFENDANTS WARRANTED TO THE PLAINTIFF THAT SAID SWIMMING POOL WAS MADE AND SOLD FOR THE AFORESAID PURPOSE FOR WHICH THE SAME WAS INTENDED, AND THAT SAID SWIMMING POOL WAS OF GOOD QUALITY AND REASONABLY ADAPTED TO SUCH USES. PLAINTIFF AVERS THAT THE AFORESAID WARRANTY WAS BREACHED IN THAT THE SAID SWIMMING POOL WAS NOT IN FACT CAPABLE OF HOLDING WATER, THE SAME WAS NOT OF GOOD QUALITY, AND THE SAID SWIMMING POOL SUFFERED FREQUENT MALFUNCTIONING OF THE COMPONENT PARTS THEREOF, AND STILL FAILS TO FUNCTION PROPERLY, AND FURTHER SAID SWIMMING POOL LEAKS AND WHOLLY FAILS TO RETAIN WATER AS WARRANTED BY THE DEFENDANTS. PLAINTIFF AVERS THAT, AS A DIRECT AND PROXIMATE CONSEQUENCE OF THE AFORESAID BREACH OF WARRANTY, HE SUFFERED GREAT LOSS AND EXPENSE IN THE PURCHASE OF THE AFORESAID SWIMMING POOL AND IN THE PURCHASE OF ITS COMPONENT PARTS; PLAINTIFF MUST SPEND GREAT SUMS IN REPAIRS TO THE SAID SWIMMING POOL, AND PLAINTIFF SUSTAINED GREAT DAMAGES IN THE LOSS OF THE USE OF SAID SWIMMING POOL; WHEREFORE PLAINTIFF SUES AND CLAIMS DAMAGES IN THE SUM AFORESAID..

FILED

JUN 7 1971

EUNICE B. BLACKMON CIRCUIT CLERK

BAILEY & TAYLOR

BY:

Attorneys for Plaintiff

CASE No: 9868

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

MILES MALONEY

PLAINTIFF

VS.

BOBBY MORRIS, A/K/A
ROBERT MORRIS, AND W. C.
ROGERS

DEFENDANTS

DEFENDANT BOBBY MORRIS A/K/A
ROBERT MORRIS MAY BE SERVED AT
HIS RESIDENCE IN:
BREWTON, ALABAMA

SUMMONS AND COMPLAINT

THE STATE OF ALABAMA
BALDWIN COUNTY

Circuit Court, Baldwin County

No. 9868

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Bobby Morris, a/k/a Robert Morris, and
W. C. Rogers

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.....
Bobby Morris, a/k/a Robert Morris, and W. C. Rogers, Defendant.....

by Miles Maloney
..... Plaintiff.....

Witness my hand this 7th day of June 1971

Eunice B. Blackburn, Clerk

No. 9868

Page.....

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

MILES MALONEY

Plaintiffs

vs.

BOBBY MORRIS, a/k/a ROBERT MORRIS
& W. C. ROGERS

Defendants

SUMMONS AND COMPLAINT

Filed June 7, 1971

EUNICE B. BLACKMON Clerk

BAILEY & TAYLOR

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

June 8 1971

(Taylor Wilkins) Sheriff

I have executed this summons

this 11 June 1971

by leaving a copy with

Robert Morris

W. C. Rogers
Deputy Sheriff

Sheriff's Claims 1.50

miles in executing this 10.00

10 at 10c per 2.50

Deputy Sheriff

SUMMONS AND COMPLAINT

THE STATE OF ALABAMA
BALDWIN COUNTY

}

Circuit Court, Baldwin County

No. 9868

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Bobby Morris, a/k/a Robert Morris, and W. C. Rogers
....., Defendant.....

by Miles Muloney

....., Plaintiff.....

Witness my hand this 7th day of June 1971

Eunice B. Blackmon, Clerk

No. 9868

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THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

MILES MALONEY

Plaintiffs

vs.

BOBBY MORRIS, a/k/a ROBERT MORRIS
& W. C. ROGERS Defendants

SUMMONS AND COMPLAINT

Filed June 7, 1971

EUNICE B. BLACKMON Clerk

BAILEY & TAYLOR

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

19.....

Sheriff

I have executed this summons

this 19.....

by leaving a copy with

Sheriff

Deputy Sheriff

MILES MALONEY

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Vs

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BALDWIN COUNTY, ALABAMA

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ROBERT MORRIS, AND W. C.
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FILED

JUN 7 1971

EUNICE B. BLACKMON
CIRCUIT CLERK

BAILEY & TAYLOR

BY: *Lloyd E. Taylor*

ATTORNEYS FOR PLAINTIFF

700 1 1821

BY: *[Signature]*
WITNESSES

LITIG

SAM WROBESVID.

SWIMMING POOL: WHEREFORE PLAINTIFF SUES AND CLAIMS DAMAGES IN THE
AND PLAINTIFF SUSTAINED GREAT DAMAGES IN THE LOSS OF THE USE OF SAID
PLAINTIFF MUST SPEND GREAT SUMS IN REPAIRS TO THE SAID SWIMMING POOL.
SAID SWIMMING POOL AND IN THE PURCHASE OF ITS COMPONENT PARTS.
THAT HE SUFFERED GREAT LOSS AND EXPENSE IN THE PURCHASE OF THE ABOVE-
DIRECT AND PROXIMATE CONSEQUENCES OF THE WROBESVID BREACH OF WARRANTY-
MAKER AS WARRANTED BY THE DEFENDANTS. PLAINTIFF STATES THAT AS A
THAT AND FURTHER SAID SWIMMING POOL DECKS AND SHORTLY AFTER TO BECOME
OF THE COMPONENT PARTS THEREOF AND SAID DECK TO FUNCTION PROPER-
SAFELY AND THE SAID SWIMMING POOL SUFFERED FREQUENT MALFUNCTIONING
WAS NOT IN FACT CAPABLE OF HOLDING WATER. THE SAME WAS NOT OF GOOD
THE WROBESVID WARRANTY WAS BREACHED IN THAT THE SAID SWIMMING POOL
SAFELY AND REASONABLY ADAPTED TO SUCH USES. PLAINTIFF STATES THAT
WHICH THE SAME WAS INTENDED AND THAT SAID SWIMMING POOL WAS OF GOOD
SAID SWIMMING POOL WAS MADE AND SOLD FOR THE WROBESVID PURPOSE FOR

OPERATE PROPERLY AND DEFENDANTS WARRANTED TO THE PLAINTIFF THAT
SAID POOL WAS TO BE USED FOR THE PURPOSES OF SWIMMING AND THAT THE POOL WAS
AT SWIMMING POOL. FURTHER THAT SAID SWIMMING POOL WAS DESIG-
ED FOR USE BY THE POOL AND DEFENDANTS, SELLERS FOR WROBESVID, IN-
MADE KNOWN TO THE PLAINTIFF THAT THE SAID SWIMMING POOL WAS INTEND-
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POOL INSTALLED UPON THE PREMISES OF THE PLAINTIFF AT HOUSE 3, BOX
TYPE FOR DAMAGES IN BREACH OF WARRANTY IN THE SUM OF ONE SWIMMING
THE SUM OF THREE THOUSAND FIVE HUNDRED AND NO/100 (\$3,500.00) DOL-

PLAINTIFF CLAIMS OF THE DEFENDANTS' NEGLIGENCE AND NEGLIGENCE

COUNT THREE:

ED FROM THE BREACH OF WARRANTY AS WROBESVID WHEREFORE HE SUES.

PLAINTIFF FURTHER STATES THAT ALL OF THE SAID DAMAGES RESULT-