

STATE OF ALABAMA )  
BALDWIN COUNTY )

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon RIVIERA UTILITIES, of  
Foley, Alabama, to appear within thirty days after the service of  
this summons in the Circuit Court to be held for said County, then  
and there to demur or plead to the complaint of SUPERIOR TRUCKING  
COMPANY, INC.

Witness my hand this 18 day of May, 1972.

Eunice B. Blackmon  
Clerk

\* \* \* \* \*

SUPERIOR TRUCKING COMPANY, INC. )

A CORPORATION, )

Plaintiff )

v. )

RIVIERA UTILITIES, INC., )

alias )

UTILITIES BOARD OF THE )

CITY OF FOLEY, INC., )

Defendant )

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 10,406


COMPLAINT

COUNT ONE The Plaintiff claims of the Defendant Two Hundred and  
ten and no/100ths Dollars (\$210.00), damages for the breach of an  
agreement in writing, entered into by the Defendant's employees  
or agents in the line or scope of their authority on the 16th day  
of July, 1971, in substance as follows: Plaintiff agreed to ship  
one 2500 KVA 44/12KV Transformer, Serial # UAV 4600-04, weighing  
16,618 lbs., from Pt. Clear, Alabama, to So. Boston, Virginia,  
and Defendant was to pay the freight costs, which amounted to  
\$758.50, and said agreement was under the provisions of the Uni-  
form Straight Bill of Lading.

And the Plaintiff says that, although it has complied with  
all its provisions on its part, the Defendant has failed to comply

with the following provisions thereof, viz; the Defendant has not paid the entire freight bill, but only \$548.50, and there is still \$210.00 owed by the Defendant to the Plaintiff.

COUNT TWO The Plaintiff claims of the Defendant Two Hundred and ten and no/100ths Dollars (\$210.00), due for work and labor done by the Plaintiff for the Defendant at its request on or about to-wit July 16, 1971, which sum of money, with the interest thereon, is now due.



Daniel E. Robison  
Plaintiff's Attorney

FILED

MAY 18 1972

EUNICE B. BLACKMON CIRCUIT  
CLERK

Received 18 day of May 1972  
and on 5 day of June 1972  
I served a copy of the within Att. 1  
on Riviera Utilities, Inc.

By service on \_\_\_\_\_

TAYLOR WILKINS, Sheriff  
By Charles Lawrence D. S.

Sheriff claims 72 miles at  
Ten Cents per mile Total \$ 7.20  
TAYLOR WILKINS, Sheriff  
BY Charles Lawrence D. S.  
DEPUTY SHERIFF

Superior Trucking Co.  
Inc. a corp.

vs:

Riviera Utilities, Inc. @  
Utilities Board of the  
City

FILED

MAY 18 1972

EUNICE B. BLACKMON CIRCUIT  
CLERK

MAY 18 1972

DATE  
SHERIFF

Daniel E. Robinson

SUPERIOR TRUCKING COMPANY, INC. )  
A CORPORATION,

Plaintiff )

vs. )

RIVIERA UTILITIES, INC.,  
alias  
UTILITIES BOARD OF THE  
CITY OF FOLEY, INC.,

Defendant. )

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 10,406

ANSWER

Comes the Defendant in the above styled cause and in answer to the Complaint heretofore filed therein and to each count separately and severally, shows separately and severally as follows:

Without in any way confessing the Plaintiff's claim or demand, the Defendant says as a defense to action of the Plaintiff that at the time said action was commenced the Plaintiff was indebted to the Defendant in the sum of <sup>Two hundred Sixty-two and 25/100</sup> ~~Seven Hundred Eighty-four and 75/100~~ <sup>1262.25</sup> Dollars (\$1262.25) for this: On or about the 13th day of July, 1971, an oral agreement was reached with the Plaintiff wherein it was agreed by and between the Plaintiff and the Defendant that the Plaintiff would have a low boy trailer unit at the site of a substation of the Defendant at Point Clear, Alabama, not later than 8:00 o'clock a.m. on the 15th day of July, 1971, at which time and place the Defendant had a crane belonging to Tex Edwards Co., Inc., of Pensacola, Florida, and a crew of men employed by the Defendant standing by to load a transformer on the low boy trailer of the Plaintiff. However, said low boy trailer of the Defendant was not placed at the substation site of the Defendant in Point Clear, Alabama, until approximately 8:00 o'clock a.m., on the 16th day of July, 1971, in breach of the oral agreement, all to the damage of the Defendant as aforesaid, and which the Defendant hereby offers to set off against the demand of the Plaintiff and its claims judgment for the excess.

FILED

JUN 20 1972

CHASON & UNDERWOOD  
Attorneys for Defendant

By [Signature]

C & U

EUNICE B. BLACKMON CIRCUIT CLERK

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Accept service 6-21-72  
Daniel E. Bohannon  
attorney for Plaintiff