

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon JUANITA EADY DANIELS 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 the same, then and there to answer the complaint of FLOYD MILSTID, JR.

WITNESS my hand this 26 day of June, 1972.

Eunice B. Blackmon
Clerk

FLOYD MILSTID, JR.

Plaintiff,

VS.

JUANITA EADY DANIELS,

Defendant.

)

)

)

)

)

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 10,465

1.

The Plaintiff claims of the Defendant the sum of FOUR HUNDRED FIFTY SEVEN DOLLARS AND THIRTY EIGHT CENTS (\$457.38), the balance due under a contract entered into by and between the Plaintiff and the Defendant on the _____ day of September, 1971.

WILTERS & BRANTLEY

BY: Wm Brantley
Attorneys for Plaintiff

FILED

JUN 26 1972

EUNICE B. BLACKMON
CIRCUIT CLERK

Received 27 day of June 1972
and on 29 day of June 1972
I served a copy of the within XXC
on Juanita Eddy Daniels

By service on Juanita Eddy Daniels

TAYLOR WILKINS, Sheriff

By C.W. Hatcher D.S.

Sheriff claims 20 miles at
Ten Cents per mile Total \$ 2.00
TAYLOR WILKINS, Sheriff
BY J.W. Hatcher DEPUTY SHERIFF

Wilters & Brantley

EUNICE B. BLACKMON CIRCUIT CLERK

JUN 27 1972

JUN 26 1972

FILED

vs.
Lloyd Milstid, Jr.
Juanita Eddy Daniels

10,465

MALONE CONSTRUCTION, INC.,	:	IN THE CIRCUIT COURT OF
a Corporation,	:	
Complainant,	:	BALDWIN COUNTY, ALABAMA
	:	IN EQUITY.
vs.	:	
GULF SHORES MOTEL, INC.,	:	
a Corporation,	:	
Respondent.	:	CASE NO. 11,994

D E M U R R E R

Comes now the Respondent Hartford Accident and Indemnity Company, a corporation, and demurs to the pleading styled Cross-Bill as Last Amended, and for separate and several grounds of demurrer to said Cross-Bill and, to each and every Aspect thereof, separately and severally, Respondent sets down and assigns, the following separate and several grounds:

1. There is no equity in said Cross-Bill.
2. There is no equity in said aspect of said Cross-Bill.
3. For that the Cross-Bill is multifarious.
4. For that there is a misjoinder of parties respondent.
5. For that there is a misjoinder of causes of action.
6. For that sufficient facts are not alleged therein to state a cause of action against this Respondent.
7. The Cross-Bill as Last Amended does not sufficiently describe the terms, conditions and obligations of the contract of Malone Construction, Inc. which this Respondent bonded and which were not performed in breach of said bond condition.

8. For that the facts averred which purport to allege a cause of action against this Respondent, do not sufficiently state a breach of the bond condition upon which this cross-complainant seeks to rely for its cause of action.

9. For that it affirmatively appears from the allegation of the cross-complaint that the contract between Complainant and Respondent, Gulf Shores Motel, Inc. was performed within the meaning of the bond condition.

10. For that the facts averred affirmatively show the performance of the contract which was bonded by this Respondent in satisfaction of the bond condition and that cross-complainant's cause of action is not for failure of performance but for negligent performance of said contract or the breach of and express or implied warranty arising from said contract, if any.

11. For that it affirmatively appears from the Cross-Bill as Last Amended (Exhibit D) that, "Any suit under this bond must be instituted before the expiration of two years from the date on which final payment under the contract falls due" and that more than two years have elapsed since the final payment under the contract which was bonded before the bringing of this action; therefore, this action cannot be maintained on said bond.

12. The allegations charging a cause of action against Respondent, Hal Daugherty for breach of contract and acting in combination with Complainant Malone Construction, Inc. to the detriment of cross-complaint do not state a cause of action against the bond of this Respondent; therefore the Cross-Complaint as Last Amended misjoins cause of action.



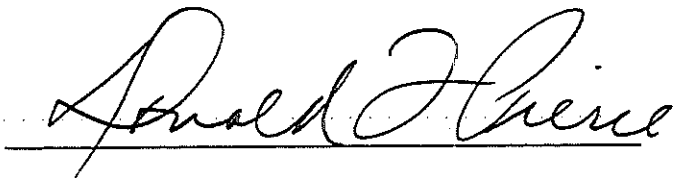
Donald F. Pierce
Solicitor for Respondent
The Hartford Accident and Indemnity Co.
First National Bank Building
Mobile, Alabama

OF COUNSEL

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON

CERTIFICATE OF SERVICE

I hereby certify that I have mailed a true and correct copy of the foregoing demurrer to Harry J. Wilters, Jr., Esquire, as attorney for Malone Construction, Inc., and James E. Moore, Esquire, as attorney for Gulf Shores Motel, Inc., by depositing a copy of same in the United States mail, postage prepaid, addressed to their offices in Bay Minette, Alabama, and Mobile, Alabama, respectively, on this the 18th day of September, 1972.



FILED

SEP 19 1972

EUNICE G. TINDAL, Register
Baldwin Co., Ala.

FLOYD MILSTID JR.	*	IN THE CIRCUIT COURT OF
PLAINTIFF	*	BALDWIN COUNTY, ALABAMA
vs	*	AT LAW.
JUANITA EADY DANIELS	*	CASE NO. 10,465
DEFENDANT	*	

Comes now the defendant in the above styled cause and moves this Honorable Court to require the said plaintiff to answer in detail the interrogatories heretofore filed in said cause with specific answers to the following:

1. As to original interrogatory number three, have you had an accounting with the defendant, if your answer is yes attach a copy.

2. As to original interrogatory number four, attach an itemized statement of the charges by you against the said defendant.

3. As to original interrogatory number five, have you been paid any monies by the said defendant?

4. As to original interrogatory number six, attach an itemized statement of the payments made to you by the defendant.

5. As to original interrogatory number seven list the number of workmen who were employed by you under the alleged contract.

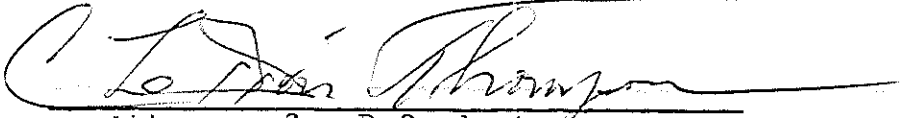
6. As to original interrogatory number eight, give the amounts paid each workman for work on the said contract and set out the hours actually worked.

7. As to original interrogatory number nine, state whether or not you completed in detail the work scheduled under the alleged contract, if any.


8. As to original interrogatory number ten, state in detail the remodeling which was actually completed and attach to this answer a copy of the plans and specifications allegedly provided by the defendant.

9. Attach the name and address of the insurance company which the Plaintiff allegedly insured with together with a copy of the said policy covering the alleged project.

10. Set out the amount you charged the defendant for insurance covering the project involved and the amount which you charged the defendant for said insurance.


Attorney for Defendant

I hereby certify that I have this the 20 day of September, 1972 served a copy of the foregoing on Honorable Tolbert Brantley, Attorney at Law, Bay Minette, Alabama, Attorney for the Plaintiff, by depositing a copy of same in the United States Mail postage prepaid.


Attorney for Defendant

FILED

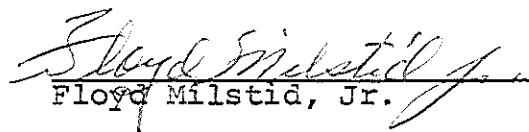
SEP 20 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

FLOYD MILSTID, JR.,)	
Plaintiff,)	IN THE CIRCUIT COURT OF
VS.)	BALDWIN COUNTY, ALABAMA
JUANITA EADY DANIELS,)	AT LAW
Defendant.)	CASE NO. 10,465

Comes now the Plaintiff in the above styled cause and files the following Answers to the Interrogatories heretofore propounded to the Plaintiff by the Defendant:

1. Floyd Milstid, Jr., Rabun Route, Bay Minette, Alabama.
2. Yes.
3. Yes.
4. This information has heretofore been furnished to the Defendant.
5. Yes.
6. The Defendant already has this information. She knows when she made her payments.
7. From nine to twelve people.
8. The Defendant paid all the work men on this job except the carpenters. The Defendant has already been furnished a copy of this information.
9. Yes. The Plaintiff had no fixed time within which to complete this contract.
10. The remodeling was done in accordance with the requests of the Defendant. She is completely aware of every part of the remodeling done to this house. It was done in accordance with her wishes and she is fully aware of all the work that was done by the Plaintiff.
11. The answer to this question is immaterial.


Floyd Milstid, Jr.

STATE OF ALABAMA
BALDWIN COUNTY

Before me, the under signed authority, personally appeared Floyd Milstid, Jr., who is known to me, and who being by me first

duly sworn, deposes and says: That he has read the foregoing Answers and that the same are true and correct to the best of his knowledge and belief.

Floyd Milstid, Jr.
Floyd Milstid, Jr.

Sworn to and subscribed before me on this the 8th day of Sept, 1972.

Johnni L. Watts
Notary Public

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 12 day of Sept 1972, served a copy of the foregoing pleading on counsel for all parties to this proceeding by mailing the same by United States Mail, properly addressed, and first class postage prepaid.

WILTERS & BRANTLEY

By: JMB

FILED

SEP 12 1972

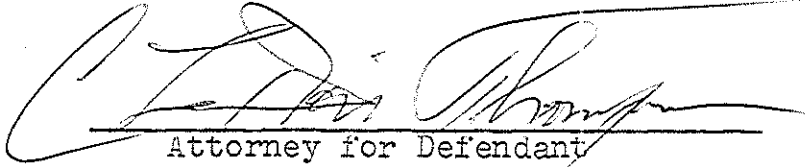
EUNICE B. BLACKMON CIRCUIT CLERK

FLOYD MILSTID, JR. * IN THE CIRCUIT COURT OF
 Plaintiff * BALDWIN COUNTY, ALABAMA
 vs * AT LAW
JUANITA EADY DANIELS * CASE NO. 10,405
 Defendant *

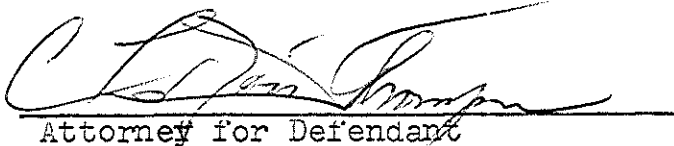
Comes the Defendant in the above styled cause and demurs to the complaint filed in said cause and for demurrer shows as follows:

1. Said complaint fails to allege whether the alleged contract was an oral contract or a contract in writing.

2. Said complaint fails to allege the date on which the alleged contract was entered into by the parties to this suit.


Attorney for Defendant

I hereby certify that I have this the 14th day of July, 1972 served a copy of the foregoing demurrer and interrogatories on Honorable Tolbert Brantley, Attorney at Law, Bay Minette, Alabama, Attorney for the Plaintiff, by depositing a copy of same in the United States Mail postage prepaid.


Attorney for Defendant

FILED

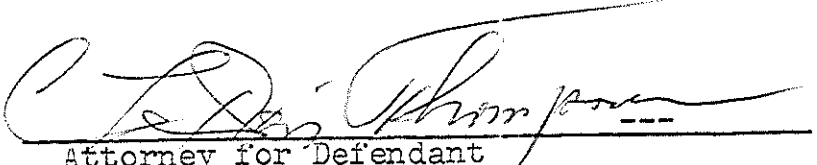
JUL 14 1972

EUNICE B. BLACKMON CIRCUIT
 CLERK

FLOYD MILSTID JR. * IN THE CIRCUIT COURT OF
 Plaintiff * BALDWIN COUNTY, ALABAMA
 vs * AT LAW.
JUANITA EADY DANIELS * CASE NO. 10,465

Comes the Defendant in the above styled cause and propounds the following interrogatories to the Plaintiff, Floyd Milstid Jr.:

1. State your name and address.
2. Are you the Plaintiff in this cause?
3. Have you had an accounting with the Defendant?
4. Attach to your answer an itemized statement of the charges by you against the said Defendant.
5. Have you been paid any monies by the said Defendant?
6. Attach an itemized statement of the payments made to you by the said Defendant.
7. List the number of workmen who were employed by you under the alleged contract.
8. Give the amounts paid each workman for work on the said contract.
9. State whether or not you completed in detail the work scheduled under the alleged contract, if any.
10. State in detail the remodeling which was actually completed and attach to this answer a copy of the plans and specifications allegedly provided by the Defendant.
11. Attach the name and address of the insurance company which the Plaintiff allegedly insured with together with a copy of the said policy covering the alleged project.


Attorney for Defendant

FILED

JUL 14 1972

EUNICE B. BLACKMON CIRCUIT
 CLERK

STATE OF ALABAMA

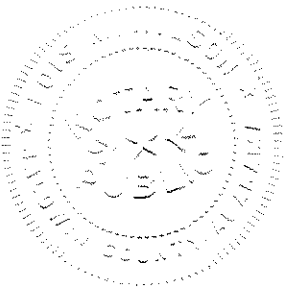
BALDWIN COUNTY


Before me, the undersigned Notary Public, in and for said State and County, personally appeared C. LeNoir Thompson, who being by me first duly sworn, deposes on oath and says as follows:

My name is C. LeNoir Thompson, I am the Attorney of Record for the Defendant in the above entitled cause and as such, I am authorized to make this affidavit. I further state that the answer of the Plaintiff to the foregoing interrogatories will, if truthfully made, be material evidence for the Defendant on the trial of said cause.


C. LeNoir Thompson

Subscribed and sworn to before me by the said C. LeNoir Thompson on this the 14 day of July, 1972.




Lois M. Wilson
Notary Public, Baldwin County, Alabama.

FILED

JUL 14 1972

EUNICE B. BLACKMON CIRCUIT CLERK


FLOYD MILSTID JR.	*	IN THE CIRCUIT COURT OF
Plaintiff	*	BALDWIN COUNTY, ALABAMA
vs	*	AT LAW.
JUANITA EADY DANIELS	*	CASE NO. 10,465
Defendant	*	

Now comes Defendant and for answer to the complaint, and to each count thereof separately and severally, says there has been an accord and satisfaction of the demand upon which this suit is brought in this:


1. That heretofore, on to-wit, the 4th day of January, 1972, and before the filing of this suit, there was a bona fide dispute between the plaintiff and the defendant as to the amount of the plaintiff's claim; that the defendant prior to the filing of the suit paid to the plaintiff on, to-wit the 4th day of January, 1972, by check the sum of Three Thousand Five Hundred (\$3500.00) Dollars; that the plaintiff accepted said payment of said sum in full satisfaction and discharge of said claim; wherefore the plaintiff ought not to maintain this action.

2. The Defendant denies the allegations of said complaint.

3. The defendant for answer to the said complaint, says that she has paid the debt for the recovery of which this suit was brought, before the action was commenced.


ATTORNEY FOR DEFENDANT

I hereby certify that I have this the 29 day of October, 1972 served a copy of the foregoing answer on H^Onorable Tolbert Brantley, Attorney at Law, Bay Minette, Alabama, Attorney for the Plaintiff, by depositing a copy of same in the United States Mail postage prepaid.


ATTORNEY FOR DEFENDANT

FILED

NOV 30 1972

EUNICE B. BLACKMON CIRCUIT CLERK