

STATE OF ALABAMA
BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon ALBERT L. MONTGOMERY and KENNETH MEIKLEJOHN, d/b/a M & M ENTERPRISES, to appear within thirty days from the service of this writ in the Circuit Court to be held before said County at the place of holding the same, then and there to answer the Complaint of Sumar Contractors, Inc., a corporation.

WITNESS my hand this the 31 day of July, 1972.

Eunice B. Blackburn
Clerk

* * * * *

COMPLAINT

SUMAR CONTRACTORS, INC.,)	IN THE CIRCUIT COURT OF
a corporation,)	
)	BALDWIN COUNTY, ALABAMA
Plaintiff,)	
)	AT LAW
v.)	
)	
ALBERT L. MONTGOMERY and)	
KENNETH MEIKLEJOHN, d/b/a)	CASE NO. <u>10,519</u>
M & M ENTERPRISES,)	
)	
Defendants)	

COUNT ONE

Plaintiff claims of defendants the sum of Thirty Thousand and No/100 Dollars (\$30,000.00) damages for the breach of a contract entered into by the parties on, to-wit, August 12, 1971, in substance as follows: Plaintiff agreed to pay defendants the sum of Twenty-Three Thousand Three Hundred and No/100 Dollars (\$23,300.00) to construct a series of golf cart paths on the golf course being constructed at Gulf State Park in Baldwin County, Alabama, and plaintiff says that although it has complied with all its provisions on its part, defendants have failed to comply with the following provisions thereof, viz.: Defendants did not complete the job, they allowed their work to erode and deteriorate by inattention, and they performed their work in such a negligent and unworkmanlike manner that it was necessary for plaintiff to secure the services of another contractor who had to completely rework the job done by the defendants, at a substantial loss to plaintiff.

COUNT TWO

Plaintiff claims of defendants the sum of Thirty Thousand and No/100 Dollars (\$30,000.00) as damages for the breach of a contract entered into with defendants on, to-wit, August 12, 1971, in which plaintiff agreed to pay defendants a certain amount per lineal foot for the construction of golf cart paths on a golf course being constructed in Gulf State Park in Baldwin County, Alabama; said contract to approximate Twenty Three Thousand Three Hundred Dollars (\$23,300.00) in value. A copy of said contract is attached hereto as Exhibit "A" and incorporated herein.



Plaintiff avers that the major portion of the work done by defendants was performed during the month of October, 1971. Thereafter defendants requested a partial payment on the contract based on the work done up to that time. Plaintiff subsequently agreed to pay to defendants and defendants agreed to accept the sum of Seven Thousand and No/100 Dollars (\$7000.00), less credits agreed upon that were due plaintiff, and on December 3, 1971 said payment was made. Plaintiff made payment with the understanding and the reliance thereon, that defendants were paid in full to date, and that the defendants would complete their work under the terms of the contract as soon thereafter as possible. A copy of the check by which the payment was made is attached hereto as Exhibit "B" and incorporated herein.

Plaintiff avers that after said payment was made virtually no work was performed on the contract by the defendants and after numerous requests and demands made upon the defendants to complete the job, plaintiff telegraphed the defendants on, to-wit, April 4, 1972, that the contract was being terminated. A copy of this telegraph is attached and designated Exhibit "C" and incorporated herein.


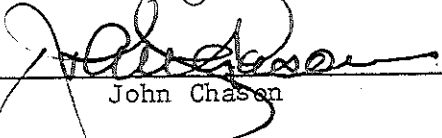
Plaintiff avers that it was then necessary to get someone else to finish the job and that on, to-wit, May 23, 1972, an agreement was entered into with C. E. Colquett Construction Company for the equivalent sum of Twenty-Five Thousand Four Hundred Forty-Five and 80/100 Dollars (\$25,445.80). This was some Two Thousand Dollars (\$2000.00) in excess of the original contract entered into with defendants because defendants had not performed their job in a workmanlike manner and because they had left

their work unattended for several months during which much of it eroded and was of no value to plaintiff.

Plaintiff avers that it has complied with all the provisions of the contract on its part, that it was put to much expense in and about completing the construction of the golf cart paths at Gulf State Park Golf Course; and plaintiff further alleges that all of its aforesaid expenses and damages were the direct and proximate result of said breach of contract by defendants in that defendants failed or refused to complete the job according to specifications, or within a reasonable period of time under the terms of the contract, all to the plaintiff's great damage as aforesaid.


Manly Veilding

John Chason
ATTORNEYS FOR PLAINTIFF

Plaintiff demands a trial by jury in this cause.


Manly Veilding

John Chason
ATTORNEYS FOR PLAINTIFF

DEFENDANTS' ADDRESSES:

Albert L. Montgomery
The Lamplighter Restaurant
Gulf Shores, Alabama 36542

Kenneth Meiklejohn
Dunes Restaurant
Gulf Shores, Alabama 36542

PLAINTIFF'S ADDRESS:

Robert T. Gamble, Superintendent
Sumar Contractors, Inc.
Gulf Shores, Alabama 36542

FILED
OCT 25 1972
EUNICE B. BLACKMON CIRCUIT CLERK

FILED
JUL 31 1972
EUNICE B. BLACKMON CIRCUIT CLERK

SUMAK

CONTRACTORS, INC.

913 NORTH 21st STREET - BIRMINGHAM, ALA. 35203

Above Purchase Order No.
must appear on all packing
slips and invoices.

TO

AUG 17 1972

SHIP PREPAID TO

M & M Enterprises

P.O. Box 234

Gulf Shores Ala 36542

DATE: 8-12-71

FOR JOB NO.:

Gulf State Park

QUANTITY

ContractConstruct Cart Paths on Golf Course
as per Specs.

6 foot Cart Paths @ \$1.95 per Linear foot

12 foot Cart Paths @ \$2.95 per Linear foot

Terminal aprons @ \$90.00 each

Pay each month as per estimate

Paid 4031.15 CR 2454 12917 12-3-71

Ken McIntyre

FILED

☐ CONFIRMATION

OCT 25 1972

EUNICE B. BLACKMON

CIRCUIT
CLERK

By

Raymond L. Hamble

GOLF COURSE IRRIGATION AND CONSTRUCTION - COMMERCIAL GRADING AND CONSTRUCTION

70-519

SECTION 19CART PATHS19.01 ALIGNMENT:

The alignment of the cart paths shall be in accordance with the plans. It shall be the responsibility of the Contractor to layout all cart paths and to establish fairway stationing necessary for alignment in accordance with plans.

19.02 SITE PREPARATION:

The work specified in this item consists of the complete removal of all trees, bushes, stumps, roots, rubbish, and undesirable material in their entirety to a depth of at least 12 inches below existing ground surface within the limits of areas to be paved that have not already been cleared in fairway clearing. All waste materials, which in the opinion of the Engineer, are unsuitable for reuse shall be removed from the job site. The Contractor in addition to the above shall prepare the cartbed in accordance with Alabama State Highway Department Specification Section 114.02.

19.03 BASE:

The Contractor shall mix and place 4" compacted base course in conformity to Alabama State Highway Department Specification Sections 209 and 201.06.

19.04 PRIME COAT:

Emulsified Asphalt-AEMC-1 shall be applied to the base course in accordance to Alabama State Highway Department Specification Section 301.04. Rate of application .22 to .24 gallons per square yard.

19.05

ASPHALTIC CONCRETE SURFACE COURSE:

The work specified in this item consist of the construction of asphaltic concrete surface course in accordance with typical sections on the plans and shall conform to Alabama State Highway Department Specification Section 311-Mix A.

19.06

EXISTING CONTOURS:

All cart paths shown following existing contours on the plans shall have the cartbed brought to a smooth even surface before the compacted base course is applied.

RECEIVED

AUG 7 1972

TAYLOR WILKINS
SHERIFF

Sheriff's Office 200 Miles

Leg Cents per mile Total 2000

TAYLOR WILKINS

DEPUTY SHERIFF

I served a copy of the within on Albert J. Montgomery, 544-72, 8-14-72
Kenneth Meiklejohn 8-14-72

By service on

TAYLOR WILKINS, Sheriff

Charles Chason D.S.

10,519

SUMAR CONTRACTORS, INC., a
corporation,

Plaintiff,

vs.

ALBERT L. MONTGOMERY and
KENNETH MEIKLEJOHN, d/b/a
M & M ENTERPRISES,

Defendants.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

We the jury find
in favor of the defendant
Charles Chason
SUMMONS AND COMPLAINT

FILED

JUL 31 1972

EUNICE B. BLACKMON
CLERK

CHASON, STONE & CHASON
ATTORNEYS AT LAW
P. O. Box 120
BAY MINETTE, ALABAMA

ALBERT L. MONTGOMERY and
KENNETH MEIKLEJOHN, d/b/a
M & M ENTERPRISES,

Plaintiffs,

v.

SUMAR CONTRACTORS, INC.,
a corporation,

Defendant.

) IN THE CIRCUIT COURT OF
)
)
) BALDWIN COUNTY, ALABAMA
)
) AT LAW
)

CASE NO. 10,357

ANSWER OF DEFENDANT

Comes now Sumar Contractors, Inc., defendant in the a-
bove styled cause, and in defense of the Complaint, and each sep-
arate and several count thereof, interposes the following separate
and several pleas:

PLEA NO. 1

Defendant, for answer to the Complaint, saith that it
is not guilty of the matters alleged therein and does not owe the
money claimed. This is a plea of the general issue.

PLEA NO. 2

Defendant, for answer to the Complaint, saith that it
paid the plaintiffs the sum of Seven Thousand Dollars (\$7,000.00)
on, to-wit, December 3, 1971, which payment was a settlement in
full of all contractual obligations to the plaintiffs for work
performed to that time, and that the plaintiffs have not per-
formed any work after said date. This is a plea of accord and
satisfaction.

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing
pleading has been served upon counsel
for all parties to this proceeding, by
mailing the same to each by First Class
United States Mail, properly addressed
and postage prepaid on this 4 day
of Aug, 1972

Manly Yeilding
Manly Yeilding

John Chason
John Chason

Attorneys for Defendant

FILED

AUG 4 1972

70 - 522 EUNICE B. BLACKMON CIRCUIT CLERK

ALBERT L. MONTGOMERY and
KENNETH MEIKLEJOHN, d/b/a
M & M ENTERPRISES,

Plaintiffs,

vs.

SUMAR CONTRACTORS, INC., a
corporation,

Defendant.

* * * * *

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO: 10,357

* * * * *

ANSWER OF DEFENDANT

* * * * *

DOUGLAS
CONTRACTORS, INC.

913 NORTH 21st STREET - BIRMINGHAM, ALA. 35203

10519

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TO

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Ken M. Malyok

☐ CONFIRMATION

By

Raymond J. Grizzle

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COPY DONOT SEND

KEN MEIKLEJOHN, PHONE

M AND M ENTERPRISE BOX 234

PHONE 205-968-4593 AND MAIL SURE

RECEIVED

APR 5 1972

VR BIRMINGHAM ALA

APR 4 812A CST

90 5 EXTRA PDF CFM FL
205-328-6482

PHONE GULF SHORES
ALA 36542

ON THURSDAY MARCH 30TH 1972 YOU WERE NOTIFIED THAT
YOU WERE NOT PERFORMING WORK UNDER OUR PURCHASE ORDER 329. YOU WERE
NOTIFIED THAT UNLESS YOU HAD SUFFICIENT MEN AND EQUIPMENT
ON THE JOB MONDAY APRIL 3RD 1972 THAT WE WOULD BE FORCED TO
TERMINATE YOUR CONTRACT AND COMPLETE THE WORK WITH ANOTHER
CONTRACTOR YOU ARE HEREWITH NOTIFIED THAT YOUR CONTRACT IS
TERMINATED. ALL WORK YOU HAVE DONE UNDER THIS PURCHASE ORDER
HAS BEEN PAID IN FULL AND WE HAVE NO FURTHER OBLIGATION TO YOUR FIRM.

SUMAR CONTRACTORS INC 913 NORTH 21ST STREET BHAM WARREN T VANN

ALBERT L. MONTGOMERY and
KENNETH MEIKLEJOHN, d/b/a
M & M ENTERPRISES,

Plaintiff,

vs.

SUMAR CONTRACTORS, INC.,

Defendant.

X

X

X

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 10,357

SUMAR CONTRACTORS, INC.,

Plaintiff,

vs.

ALBERT L. MONTGOMERY and
KENNETH MEIKLEJOHN, d/b/a
M & M ENTERPRISES

Defendant.

X

X

X

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 10,519

ORDER

This day came the attorneys for Sumar Contractors, Inc., a corporation, and move the Court for a consolidation of the above styled causes for trial and it appearing to the Court that said causes are, in all respects, such that the same are entitled to be consolidated for trial; it is, therefore,

ORDERED, ADJUDGED and DECREED that each of the cases hereinabove styled are consolidated for the purpose of trial at the next term of this Court or at any subsequent time to which the same shall be continued.

WITNESS my hand this 6th day of April, 1973.

Jeffrey J. Washburn
Circuit Judge