

STATE OF ALABAMA  
COUNTY OF BALDWIN

Ø  
Ø

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY ALABAMA  
AT LAW

TO ANY SHERIFF OF THE STATE OF ALABAMA:

YOU ARE HEREBY COMMANDED TO SUMMON SS STEELE & COMPANY, INC.  
A CORPORATION, TO APPEAR AND ANSWER, PLEAD OR DEMUR, WITHIN THIRTY  
DAYS FROM THE SERVICE OF THIS WRIT, TO A BILL OF COMPLAINT FILED  
AGAINST IT IN CIRCUIT COURT, AT LAW, FOR SAID COUNTY AND STATE BY  
MR AND MRS. BENFORD RAY WESTON.

HEREIN FAIL NOT. DUE RETURN OF THIS WRIT MAKE AS THE LAW  
DIRECTS.

WITNESS MY HAND THIS THE 2nd DAY OF <sup>Aug.</sup>~~July~~, 1972.

Eunice B. Blackmon  
CLERK

MR. AND MRS. BENFORD RAY WESTON, Ø

PLAINTIFFS

Ø

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY ALABAMA

VS.

Ø

AT LAW

S. S. STEELE & COMPANY, INC.,  
A CORPORATION

Ø

DEFENDANT

Ø

CASE NO: 10,523

COUNT ONE:

THE PLAINTIFFS CLAIM OF THE DEFENDANT THE SUM OF FIVE THOUSAND  
(\$5,000.00) DOLLARS AS DAMAGES FOR THE BREACH OF A WRITTEN CONTRACT  
ENTERED INTO BETWEEN THE PLAINTIFFS AND THE DEFENDANT ON OR ABOUT,  
TO-WIT, THE 29TH DAY OF NOVEMBER, 1970, A COPY OF WHICH CONTRACT IS  
IN THE POSSESSION OF THE DEFENDANT AND OF WHICH THE PLAINTIFFS HAVE  
NO COPY, IN AND BY THE TERMS OF WHICH CONTRACT THE DEFENDANT AGREED  
TO CONSTRUCT A HOME FOR THE PLAINTIFFS AND IT HAS BREACHED SAID  
CONTRACT BY FAILURE TO BUILD SAID HOME IN A GOOD AND WORKMANLIKE  
MANNER FOR THAT THE FLOOR JOISTS ARE NOT CORRECTLY SECURED TO THE  
EXISTING GIRDERS, CAUSING THE FLOOR OF THE SAID PROPERTY TO BECOME  
UNLEVEL, AND FURTHER THAT THERE ARE NOT ENOUGH GIRDERS UNDER SAID  
FLOOR TO SUPPORT SAID FLOOR, ALL TO THE DAMAGE OF THE PLAINTIFFS

IN THE SUM ABOVE MENTIONED, HENCE THIS SUIT.

COUNT TWO:

THE PLAINTIFFS CLAIM OF THE DEFENDANT THE SUM OF FIVE THOUSAND (\$5,000.00) DOLLARS AS DAMAGES FOR THE BREACH OF A WRITTEN WARRANTY EXECUTED BY THE CORPORATION ON MAY 13, 1971, A COPY OF WHICH IS ATTACHED HERETO AND MADE A PART HEREOF, IN THAT THE HOUSE AS CONSTRUCTED FAILS TO MEET THE REQUIREMENTS OF SAID WARRANTY AS FOLLOWS: THE FLOORS ARE DEFECTIVE IN THAT THEY ARE UNLEVEL AS A RESULT OF THE INADEQUATE INSTALLATION OF THE FLOOR JOIST AND GIRDERS, WHICH HAVE SEPARATED; THE LIVING ROOM AND HALL CEILINGS ARE CRACKED AND BROKEN; THE BEDROOM DOORS ARE WARPED AND WILL NOT CLOSE PROPERLY; THE HALF BATH COMMODE IS NOT PROPERLY INSTALLED AND IT IS INSECURE AND DOES NOT OPERATE PROPERLY; THE FLOOR IS LOOSE AND UNLEVEL DUE TO THE FAILURE TO INSTALL THE PROPER AND NECESSARY GIRDERS AND FLOOR JOIST BRIDGING UNDER THE FLOOR; AND THE FLOOR HAS A LARGE RIDGE PROTRUDING DOWN THE CENTER OF THE HOUSE, ALL TO THE DAMAGE OF THE PLAINTIFFS IN THE SUM STATED ABOVE, HENCE THIS SUIT.

COUNT THREE:

THE PLAINTIFFS CLAIM OF THE DEFENDANT THE SUM OF FIVE THOUSAND (\$5,000.00) DOLLARS AS DAMAGES, FOR THE FAILURE OF THE DEFENDANT TO PERFORM THE CONSTRUCTION OF THE HOME OF THE PLAINTIFFS ACCORDING TO THE TERMS AND CONDITIONS OF A CONTRACT ENTERED INTO BETWEEN THE PARTIES, WHICH CONTRACT IS NOT IN THE POSSESSION OF THE PLAINTIFFS, WHEREBY THE DEFENDANT AGREED, AMONG OTHER THINGS, TO PROPERLY CONSTRUCT A HOMESITE ACCORDING TO APPROVED STANDARDS OF FIRST CLASS WORKMANSHIP, WHICH THE PLAINTIFFS ALLEGE WAS NOT DONE IN A GOOD AND WORKMANLIKE MANNER IN THAT THE FLOOR IS UNLEVEL, AND HAS RIDGES IN IT, AND IS INSECURE, AND FURTHER THAT THE CEILINGS IN THE LIVING ROOM AND HALLWAY HAVE CRACKS IN AND ABOUT THEM; AND THE BEDROOM DOORS ARE WARPED AS A RESULT OF THE SHIFT IN THE FOUNDATION IN THE HOUSE DUE TO THE INSUFFICIENT FOUNDATION AS CONSTRUCTED BY THE

DEFENDANT, ALL TO THE DAMAGE TO THE PLAINTIFFS IN THE SUM STATED  
ABOVE, HENCE THIS SUIT.

BAILEY & TAYLOR

BY: Lloyd E Taylor  
ATTORNEYS FOR PLAINTIFFS

THE PLAINTIFFS RESPECTFULLY DEMAND A

TRIAL OF THIS CAUSE BY A JURY.

Lloyd E Taylor

FILED

AUG 2 1972

EUNICE B. BLACKMON CIRCUIT  
CLERK

CASE NO: 10,523

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

MR. AND MRS. BENFORD RAY WESTON

PLAINTIFFS

Vs

*Six Mr. Morgan, Jr.*  
S. S. STEELE AND COMPANY, INC.

DEFENDANTS

TO ANY SHERIFF OF THE STATE OF  
ALABAMA:

DEFENDANT MAY BE SERVED AT:

2671 GOVERNMENT BOULEVARD  
MOBILE, ALABAMA 36606

AUG 2 1972

EUNICE B. BLACKMON  
CIRCUIT  
CLERK

RECEIVED

AUG 2 1972

TAYLOR WILKINS  
SHERIFF

Received 3 Day of August 1972  
and on 4 Day of August 1972  
I served a copy of the within  
on S. S. Steele & Co.  
by service on Mr. Morgan, Jr.  
RAY D. BRIDGES, Sheriff  
By J. Bridges, D. S.

REC'D. SHERIFF DEPT.  
MOBILE COUNTY, ALA.  
AUG 3 9 12 AM '72

UNITED STATES DEPARTMENT OF AGRICULTURE  
FARMERS HOME ADMINISTRATION

BUILDER'S WARRANTY

Property Location:

Fairhope Ala

Name(s) and Address of Purchaser(s)/Owner(s)

Benford Roy Weston  
P.O. Box 681  
Buttles Wharf Ala.

For good and valuable consideration the undersigned Warrantor hereby warrants to the Purchaser(s) or Owner(s) identified above and to his (their) successors or transferees, all of whom are hereafter referred to as Owner(s), that:

The dwelling including appurtenances, located on the property identified above, is constructed or improved in substantial conformity with the plans and specifications including any amendments thereof, or changes and variations therein, which have been approved in writing by the Farmers Home Administration.

Provided, however, that this warranty shall apply only to any work found to be defective in workmanship or materials or not in accordance with the plans and specifications. The Owner(s) shall give written notice to the Warrantor promptly after discovery of the defective condition. The period of this warranty shall be (a) in the case of a new dwelling, one (1) year from the date of original conveyance of title or the date of initial occupancy of the completed dwelling, whichever first occurs, or (b) in the case of improvements made to an existing dwelling, one (1) year from the date of completion of the work.

This warranty shall be in addition to, and in no way reduce, all other rights and privileges which such Owner(s) may have under any other law or instrument, and shall be binding on the Warrantor notwithstanding any provision to the contrary contained in the contract of purchase or any other instrument executed by the Owner(s).

IN TESTIMONY WHEREOF, the Warrantor has signed and sealed this warranty this 13 day  
of May, 19 71.

(Warrantor's Address)

[Signature]  
R. B. Broom (SEAL)  
Warrantor awp

Any person signing for the Warrantor represents and certifies that he is authorized to execute the same by the Warrantor and by his signature the Warrantor is duly bound under the terms and conditions of said warranty.

NOTICE TO PURCHASER(S)/OWNER(S): Any notice of defective workmanship, materials or nonconformity must be delivered to the Warrantor no later than 5-13-72  
(Warrantor shall insert date one (1) year from initial occupancy; date of conveyance of title or date of completion, whichever is applicable.)

Receipt of this warranty is acknowledged this 13 day of May, 19 71.

Benford Roy Weston  
Legally [Signature]  
Purchaser(s)/Owner(s)

MR. and MRS. BENFORD RAY WESTON	X	
Plaintiffs	X	IN THE CIRCUIT COURT OF
	X	
vs.	X	BALDWIN COUNTY, ALABAMA
	X	
S. S. STEELE & COMPANY, INC.,	X	AT LAW CASE NO: 10,523
Defendant.	X	

DEMURRER

Comes now the Defendant in the above styled cause by and through its attorney or record and Demurrers to the Complaint heretofore filed in said cause and to each count thereof separately and severally and in support thereof assigns the following:

1. Said Complaint is vague, indefinite and uncertain.
2. Said Complaint does not sufficiently allege a breach of the alleged contract between the parties.
3. For that there is a failure to properly identify the Plaintiff in said cause.
4. For that said Complaint fails to allege that the Plaintiffs contracted to perform the matters which it is alleged were not performed.
5. For aught that appears the Defendants constructed the home in accordance with the contract between the parties.
6. For aught that appears the alleged defects do not violate the terms of any warranty made by the Defendants.
7. Said Complaint fails to properly describe the warranty alleged to exist and that the alleged defects breach such warranty
8. Said Complaint fails to allege whether plans and specifications were a part of the contract sued upon.
9. Said Complaint fails to allege that the Defendants performance fails to conform to the plans and specifications by

which said home was constructed.

CHASON, STONE & CHASON

BY: John E. Chason  
Attorneys for Defendant

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 11<sup>th</sup> day  
of August, 1972.

Charles C. Porter

FILED

AUG 11 1972

EUNICE B. BLACKMON CIRCUIT  
CLERK

Bay Minette, Ala.,

August 2 1972

To the Sheriff of

Mobile

County,

Mobile

Alabama

I enclose herewith

A HC for service on  
S. S. Steele & Co. 2671 Gov't. Blvd.  
Mobile, Ala.

Thanks!

Please serve and return as early as possible.

Taylor Wilkins  
Sheriff, Baldwin County, Alabama

(If not found in your county, please advise promptly giving information as to present location if possible)