


We, the jury, find for the Defendant, Lake Forest,
Inc., under Counts One and Two of the Complaint.


As Foreman

FILED

OCT 10 1973

EUNICE B. BLACKMON CIRCUIT
CLERK

3.VOL 71 PAGE 132

We, the jury, find for the Defendant, Lake Forest,
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VOL 71 PAGE 132

DATE

10/15/73

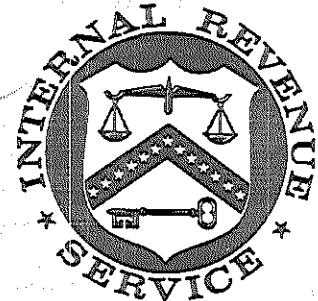
NOTICE OF LEVY

RECEIPT ACKNOWLEDGED.

James H. Moore

TO

Diamondhead Mfg. Inc.
Building 16
Mobile Aerospace Industrial Complex
Mobile, Alabama 36615



ORIGINATING DISTRICT
Birmingham

You are hereby notified that there is now due, owing and unpaid to the United States of America from the taxpayer whose name appears below the sum of **\$ 961.68**

KIND OF TAX	TAX PERIOD ENDED	DATE OF ASSESSMENT	IDENTIFYING NO.	UNPAID BALANCE OF ASSESSMENT	STATUTORY ADDITIONS	TOTAL
941	12/31/72	6/18/73	63-0596956	\$ 884.77	\$ Int. 18.72 ftp 17.12	\$ 961.68
TOTAL AMOUNT DUE						961.68

You are further notified that demand has been made for the amount set forth herein upon the taxpayer who has neglected or refused to pay, and that such amount is still due, owing, and unpaid from this taxpayer. Accordingly, you are further notified that all property, rights to property, moneys, credits, and bank deposits now in your possession and belonging to this taxpayer (or with respect to which you are obligated) and all sums of money or other obligations owing from you to this taxpayer, or on which there is a lien provided under Chapter 64, Internal Revenue Code of 1954, are hereby levied upon and seized for satisfaction of the aforesaid tax, together with all additions provided by law, and demand is hereby made upon you for the amount necessary to satisfy the liability set forth herein, or for such lesser sum as you may be indebted to him, to be applied as a payment on his tax liability. Checks or money orders should be made payable to "Internal Revenue Service".

SIGNATURE <i>Thomas H. Moore</i> Thomas H. Moore	TITLE Revenue Officer	ADDRESS (CITY AND STATE) P.O. Drawer G, Mobile, Ala. 36601
---	---------------------------------	--

(Name and Address of Taxpayer)

Baldwin Dredge Company, Inc.
Baldwin Co.
Alabama

CERTIFICATE OF SERVICE

I hereby certify that this levy was served by delivering a copy of this notice of levy to the person named below.

NAME <i>Emmie B. Blackburn</i>
TITLE <i>Circuit Clerk</i>
DATE AND TIME 10-16-73 2:00 P.M.
SIGNATURE OF REVENUE OFFICER <i>Belle A. [Signature]</i>

Address any reply to:

Department of the Treasury

P. O. Drawer G
Mobile, Alabama 36601.

District Director

Internal Revenue Service

Date:

October 15, 1973

In reply refer to:



▷ Diamondhead Mfg. Co.
Building 16
Mobile Aerospace Industrial Complex
Mobile, Alabama 36615

Taxpayer: Baldwin Dredge Company, Inc.

The enclosed notice of levy attaches funds you owe the above taxpayer. The amount of your payment should not exceed the total amount shown on the levy.

We are also enclosing two self-addressed, postpaid envelopes. One is for your convenience in promptly acknowledging receipt of the notice of levy by signing and returning it. You may send us your check at the same time if you know the amount of your payment. If not, the other envelope is for your convenience in sending the payment later.

If you no longer owe the taxpayer any funds, we would appreciate your letting us know the date your account was paid and any receipt number you have.

Thank you for your cooperation.

Sincerely yours,

Thomas H. Moore
Revenue Officer

Enclosures:
Notice of Levy
Envelopes (2)

June 15, 1973

Mr. Burton H. Silverstein
309 First Federal Building
Mobile, Alabama

Dear Burt:

Eunice Blackmon discussed your judgment against Gerald Robinson with me yesterday. There is a balance of \$23.40 due on the costs which need to be paid. Since he is no longer employed at Hale Manufacturing Company, I am asking Eunice to reissue the execution to see if anything happens.

She would appreciate your remitting the costs due for the examiners are coming within the next two or three weeks and she does not want to issue an execution against you on their orders.

Sincerely yours,

WILTERS, BRANTLEY & NESBIT

BY:

(Mrs.) Phyllis S. Nesbit
Attorney at Law
Robertsdale, Alabama

BALDWIN DREDGE CO., INC.,
A Corporation,

Plaintiff,

VS.

LAKE FOREST, INC.,
A Corporation, et al.,

Defendant.

X
X
X
X
X
X
X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW NO: 10,640

MOTION FOR DIRECTED VERDICT

The Defendant, Lake Forest, Inc., moves the Court to direct a verdict in favor of the Defendant in this cause on the following grounds, to-wit:

1. For that there is not a scintilla of evidence to support the allegations in Count One of the Complaint.
2. For that there is not a scintilla of evidence to support the allegations in Count Two of the Complaint.
3. For that there is not a scintilla of evidence to support the allegations of the Complaint.
4. For that the Plaintiff has not proved that it complied with all of the terms and conditions of the contract entered into with the Defendant.

ARMBRECHT, JACKSON & DeMOUY

By: *Broox G. Holmes*
Broox G. Holmes

Filed, October 9, 1973

*J. J. M. Woodburn
Judge*

By: *A. Danner Frazer, Jr.*
A. Danner Frazer, Jr.

CHASON, STONE & CHASON

*Directed
J. J. M.*

By: *Norborne C. Stone, Jr.*
Norborne C. Stone, Jr.

BALDWIN DREDGE CO., INC.,
A Corporation,

Plaintiff,

VS.

DIAMONDHEAD MANUFACTURING,
INC., a Corporation, et
al.,

Defendants.

X
X
X
X
X
X
X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW NO: 10,640

MOTION FOR DIRECTED VERDICT

The Defendant Diamondhead Corporation moves the Court to direct a verdict in favor of the Defendants in this cause on the following grounds, to-wit:

1. For that there is not a scintilla of evidence to support the allegations in Count One of the Complaint.
2. For that there is not a scintilla of evidence to support the allegations in Count Two of the Complaint.
3. For that there is not a scintilla of evidence to support the allegations of the Complaint.
4. For that the Plaintiff has not proved that it complied with all of the terms and conditions of the contract entered into with the Defendants.

ARMBRECHT, JACKSON & DeMOUY

*Filed, October 9, 1975
J.A.M.
Judge*

By:

Broox G. Holmes

Broox G. Holmes

By:

A. Danner Frazer, Jr.

A. Danner Frazer, Jr.

CHASON, STONE & CHASON

By:

Norborne C. Stone, Jr.

Norborne C. Stone, Jr.

BALDWIN DREDGE CO., INC., X
A Corporation, X

Plaintiff, X

vs. X

DIAMONDHEAD MANUFACTURING, X
INC., A Corporation, et al., X

Defendants. X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW NO: 10,640

MOTION FOR DIRECTED VERDICT

The Defendant Diamondhead Manufacturing, Inc., moves the Court to direct a verdict in favor of the Defendant in this cause on the following grounds, to-wit:

1. For that there is not a scintilla of evidence to support the allegations in Count One of the Complaint.
2. For that there is not a scintilla of evidence to support the allegations in Count Two of the Complaint.
3. For that there is not a scintilla of evidence to support the allegations of the Complaint.
4. For that the Plaintiff has not proved that it complied with all of the terms and conditions of the contract entered into with the Defendants.

ARMBRECHT, JACKSON & DeMOUY

*Filed, October 9, 1973
3:45 AM
Judge*

By: *Brook G. Holmes*
Brook G. Holmes

By: *A. Danner Frazer, Jr.*
A. Danner Frazer, Jr.

CHASON, STONE & CHASON

By: *Norborne G. Stone, Jr.*
Norborne G. Stone, Jr.

STATE OF ALABAMA)
*
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Diamondhead Manufacturing, Inc., a corporation; Diamondhead Corporation; and Lake Forest, Inc., a corporation, 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 Baldwin Dredge Company, Inc., a corporation.

WITNESS my hand this 11th day of October, 1972.

Ernie A. Blackman
Clerk

Diamondhead Manufacturing, Inc., may be served by service on an agent, servant or employee of said corporation at Brookley Industrial Complex, Mobile, Alabama.

Diamondhead Corporation may be served by service on Marshall DeMouy Attorney at Law, Merchants National Bank Building, Mobile, Alabama.

Lake Forest, Inc., may be served by service on an agent, servant or employee of said corporation at his office at Spanish Fort.

* * * * *

BALDWIN DREDGE CO., INC., a corporation,)	
)	
Plaintiff,	)	IN THE CIRCUIT COURT OF
)	
VS.	)	BALDWIN COUNTY, ALABAMA
)	
DIAMONDHEAD MANUFACTURING, INC., a corporation, DIAMONDHEAD CORPORATION, and LAKE FOREST, INC., a corporation,	)	AT LAW
	)	10,640
Defendants.)	

C O M P L A I N T

COUNT ONE

The plaintiff claims of the defendants Eighty-six Thousand Four Hundred Dollars (\$86,400.00) for work and labor done for the defendants at their request from April 24, 1972, until August 11, 1972, which sum of money, with the interest thereon, is still unpaid.


COUNT TWO

Plaintiff claims of the defendants Eighty-six Thousand Four Hundred Dollars (\$86,400.00) for this: The plaintiff is the original contractor who did dredging work at the request of the defendants in Mobile Bay, immediately adjacent to and West of all of that part or portion of the D'Olive Tract in Section 7, Township 5 South, Range 2 East, facing on Mobile Bay, and running Easterly such a distance as to comprise forty acres situated in Baldwin County, Alabama, and placing the material so dredged on the said described real property; that plaintiff furnished the work and labor for dredging a channel, as aforesaid; that the defendant, Lake Forest, Inc., is the owner of the above described real property upon which the dredged material was deposited; that on August 11, 1972, there accrued an indebtedness due from the defendants to the plaintiff in the amount of Eighty-six Thousand Four Hundred Dollars (\$86,400.00), which, with interest, is claimed by plaintiff from defendants for such work and labor furnished by plaintiff as the original contractor. Plaintiff further alleges that within six months after the accrual of said indebtedness, and on to-wit, September 26, 1972, plaintiff filed in the office of the Judge of Probate of Baldwin County, Alabama, a statement in writing, verified by the oath of William P. Boggs, a person having personal knowledge of the facts stated therein, containing the amount of plaintiff's demand after all just credits had been given, together with the description of the property on which the lien is claimed, in such manner that same may be located or identified and containing the name of Lake Forest, Inc., as the owner of said real property. Plaintiff further alleges that no part of said indebtedness nor the interest thereon has been paid, notwithstanding demand therefor, and plaintiff claims a lien on the property described and prays that it be established.


Attorney for Plaintiff

Plaintiff demands a trial by jury
of said cause.

OCT 11 1972


Attorney for Plaintiff VOL

71

PAGE

EUNICE B. BLACKMON
CLERK

Received 12 day of Oct. 1972
 and on 17 day of Nov. 1972
 I served copy of the within etc
 on Lake Forest, Corp.
 By service on W.M.E. Mosely

TAYLOR WILKINS, Sheriff
 D.S.

Sheriff's Office
 Ten Cents per mile from
 TAYLOR WILKINS, Sheriff
 D.S.

James R. Owen

RECEIVED
 OCT 12 1972
 TAYLOR WILKINS
 SHERIFF

Baldwin Sledge Co. Inc.
 a corp.
 as
 (10) 27X Mr. Halstead,
 Mr. Reg. Whaley
 (10) 16X Bill Gabel,
 J.M.
 Diamondhead Manufacturing
 Inc. a corp. - Diamondhead
 Corp. & Lake Forest
 Inc. a corp.

10,640 4617

Received 13 Day of Oct. 1972
 and on 16 Day of Oct. 1972
 I served a Copy of the within Notice
 on Diamondhead Manufacturing Inc
 by service on Mr. Halstead, Pers. Mgr.
Mr. Gaddes, Pers. Mgr.
 RAY D. BRIDGES, Sheriff
 By J. Whaley D.S.

Received 13 Day of Oct. 1972
 and on 27 Day of Oct. 1972
 I served a Copy of the within Notice
 on Diamondhead Corp.
 by service on Mr. Halstead, Pers. Mgr.
 RAY D. BRIDGES, Sheriff
 By J. Whaley D.S.

RETURNED 10/19/72
 Not found in my County after dili-
 gent search and inquiry. Not Arrested
 RAY D. BRIDGES, Sheriff
 By J. Whaley D.S.

BALDWIN DREDGE COMPANY,
INC.,

Plaintiff,

-VS-

DIAMONDHEAD MANUFACTURING,
INC., a corporation,
DIAMONDHEAD CORPORATION,
and LAKE FOREST, INC., a
corporation,

Defendants.

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

*
* CIVIL ACTION
* NO. 10,640

*

ORDER

Motion for order of disbursement of judgment funds having been filed in this cause by Eunice B. Blackmon, Clerk of this Court; and

The Clerk having shown unto the Court that the sum of TWENTY THOUSAND (\$20,000.00) DOLLARS has been previously paid into this Court in satisfaction of a judgment rendered in favor of the Plaintiffs in the above styled cause; the Clerk further showing unto the Court that she was subsequently served with a writ of garnishment in the amount of \$3,903.04 issued from the United States District Court for the Southern District of Alabama in a case styled "Albert Brown and Kenneth Hobbs vs. Baldwin Dredge Company, Inc., Civil Action No. 7595-73-H;" and that she has also been served with an order of attachment in the amount of \$20,000.00 from the United States District Court for the Southern District of Alabama in a case styled "John P. Courtney III, et al., vs. Baldwin Dredge Company, Inc., et al., Civil Action No. 7550-73-T;" and that she was also served with a notice of levy by the Internal Revenue Service in the amount of \$961.68, which said notice of levy has since been withdrawn by the Internal Revenue Service.

Said motion having been considered by the Court, the Court finds that since the garnishment and the attachment filed in this

action exceed the judgment funds being held by the Clerk, and since the writ of garnishment and order of attachment were both issued by the United States District Court for the Southern District of Alabama, the priority of said claims should properly be decided by the United States District Court and the judgment funds being held by the Clerk of this Court should be paid to the Clerk of the United States District Court, pending further orders of that Court. The Court is further satisfied that should the Plaintiff herein desire to contest either the order of attachment or the writ of garnishment, it may properly do so in the causes pending against it in the United States District Court for the Southern District of Alabama.

It is therefore ORDERED, ADJUDGED AND DECREED by the Court that the judgment funds being held by the Clerk in the above styled cause be paid to the Clerk of the United States District Court for the Southern District of Alabama; and the said Eunice B. Blackmon, Clerk of the Circuit Court of Baldwin County, Alabama, is hereby ORDERED to forthwith issue payment of \$20,000.00, being the amount paid in satisfaction of the judgment rendered in the above styled cause, to William J. O'Connor, Clerk of the United States District Court for the Southern District of Alabama.

DONE this the 15th day of November, 1973.

Justin J. Maslowe
CIRCUIT JUDGE

FILED

NOV 15 1973

EUNICE B. BLACKMON CIRCUIT
CLERK

Minute Book 13 Page 292

DIAMOND, LATTOF & GARDNER
LAWYERS
VAN ANTWERP BUILDING
P. O. BOX 432
MOBILE, ALABAMA 36601

ROSS DIAMOND, JR.
MITCHELL G. LATTOF
ROSS DIAMOND, III
J. CECIL GARDNER

TELEPHONE
AREA CODE 205
432-6691

November 14, 1973

Mrs. Eunice B. Blackmon, Clerk
Circuit Court of Baldwin County
P. O. Box 239
Bay Minette, Alabama 36507

RE: Baldwin Dredge Co., Inc. v.
Diamondhead Manufacturing, Inc.,
et al.
Civil Action No. 10640

Dear Mrs. Blackmon:

Enclosed is a proposed order to be entered by Judge Mashburn in accordance with his ruling today on your motion in the above case. If there should be any question about the order, please let me know.

I checked with the U. S. Marshal's office today and they are agreeable to your transmitting the judgment funds by mailing your check to Mr. William J. O'Connor, Clerk of the U. S. District Court.

Thank you very much.

Sincerely yours,

DIAMOND, LATTOF & GARDNER


Ross Diamond III

RDIII:cc
ENCLOSURE

cc: Mr. Wilson Hayes
Mr. Broox G. Holmes
Mr. James C. Wood
Mr. James R. Owen

BALDWIN DREDGE CO., INC. : IN THE CIRCUIT COURT OF
a Corporation, :
Plaintiff, : BALDWIN COUNTY,
: ALABAMA
VS. :
DIAMONDHEAD MANUFACTURING, : AT LAW
INC., a Corporation, et al., :
Defendants. : CASE NO. 10, 640

MOTION FOR LEAVE TO AMEND ANSWER

The Defendants move the Court for leave to amend their Answer heretofore filed in this cause. The Amendments to the said Answer which Defendants desire to make are set out in the Amended Answer enclosed and filed herewith, a copy of which is also attached to this Motion as an exhibit.

The Defendants further move the Court for an order that the said Amended Answer be taken as filed on the date the Court rules upon this motion.

ARMBRECHT, JACKSON & DeMOUY

By: *Brook G. Holmes*
BROOX G. HOLMES

By: *A. Danner Frazer, Jr.*
A. DANNER FRAZER, JR.

CHASON, STONE & CHASON

By: *Norborne C. Stone, Jr.*
NORBORNE C. STONE, JR.

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 4th day of October, 1973, 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.

Charles C. Carter

FILED

OCT 4 1973

BALDWIN DREDGE CO., INC., a Corporation,	)	IN THE CIRCUIT COURT OF
	)	BALDWIN COUNTY,
Plaintiff,	)	ALABAMA
VS.)	
	)	AT LAW
DIAMONDHEAD MANUFACTURING, INC., a Corporation, et al.,)	
Defendants.	)	CASE NO. 10,640

AMENDED ANSWER

Comes now the Defendants and amend the Answer to the Complaint heretofore filed to read as follows:

First Defense

With respect to Count One:

1. The Defendants deny that they, jointly or severally, are indebted to the Plaintiff in the amount of \$86,400.00.
2. The Defendants deny that the work and labor done by the Plaintiff is worth \$86,400.00.
3. The Defendant, Diamondhead Corporation, admits that some work and labor done by the Plaintiff was done at its request, but all other Defendants deny that any work and labor performed by the Plaintiff was done at the request of any of them.
4. The Defendants admit that they have not paid the Plaintiff the sum of \$86,400.00 and deny that they, or any of them, are indebted to the Plaintiff for such sum.
5. The Defendants deny that the work and labor performed by the

Plaintiff was done from April 24, 1972, but admit that from to-wit May 23, 1972, to August 11, 1972, Plaintiff attempted to do some dredging work for Defendant, Diamondhead Corporation, pursuant to an agreement between Plaintiff and Diamondhead Corporation, but Plaintiff substantially failed to perform said dredging work per said agreement.

Second Defense

With respect to Count Two:

1. The Defendants hereby incorporate Paragraphs 1 - 5 of the First Defense into this, the Second Defense.
2. The Defendants admit that some dredging work was done by the Plaintiff in Mobile Bay adjacent to and west of the property described in Count Two of the Complaint, but denies that said work complied with the requirements of the dredging agreement between Plaintiff and Defendant, Diamondhead Corporation.
3. The Defendants deny that any dredged material was placed on the said described real property.
4. The Defendants admit that the Plaintiff furnished some work and labor for the purpose of attempting to dredge a channel, but denies that Plaintiff made substantial progress toward completion of said channel as required by the contract.
5. The Defendants admit that Lake Forest, Inc. is the owner of the said described real property but deny that any dredged material was deposited on the said real property.
6. The Defendants deny that an indebtedness due from the Defendants

to the Plaintiff in the amount of \$86,400.00 accrued on August 11, 1972, or on any other date.

7. The Defendants are without sufficient knowledge and information to either admit or deny the allegations concerning the filing by the Plaintiff of a statement in the Office of the Judge of Probate of Baldwin County, or the contents of such statement. However, Defendants deny that the indebtedness referred to in Count Two of the Complaint ever accrued and therefore deny that the Plaintiff filed any statement anywhere within six (6) months after the accrual of said indebtedness.

Third Defense

In further defense of Counts One and Two, the Defendants say as follows:

1. Any dredging work actually done by the Plaintiff for the Defendants, or any of them, including the dredging work alleged in the Complaint, was done pursuant to an agreement between the Plaintiff and the Defendant, Diamondhead Corporation, by the terms of which the Plaintiff was to dredge 114,000 cubic yards of material to complete a channel within ninety (90) days of April 21, 1972, and to be compensated at the rate of 60¢ per cubic yard, plus \$3,000.00 mobilization and demobilization fee, or a total of \$71,400.00.

2. By the agreement referred to in Paragraph 1 above, the Plaintiff also agreed to dredge a limited access channel of approximately 54,500 cubic yards of material within thirty (30) days of April 21, 1972, for which the Plaintiff was to be compensated on the same basis of 60¢ per cubic yard, as set out in Paragraph 1, above. This limited access channel was to be part of the channel originally contracted for and the 54,500 cubic yards of material was to be part of the total 114,000 cubic yards ultimately to be dredged.

3. The Plaintiff failed to dredge the 54,500 cubic yards of material within the allotted thirty (30) days, failed to make significant progress toward such channel and failed to make significant progress toward completing the dredging of the 114,000 cubic yards of material within the allotted ninety (90) days, despite repeated requests to do so by Defendants and all of these failures constituted substantial violations and a breach of the agreement which gave the Defendant, Diamondhead Corporation, the right to terminate the agreement and said Defendant did terminate said agreement for Plaintiff's said failures and breach, and as a result, Plaintiff lost its right to enforce the agreement and cannot recover herein.

Fourth Defense

1. The Defendants hereby incorporate the Third Defense into this, the Fourth Defense.

2. The agreement pursuant to which the Plaintiff was to perform the dredging work for Diamondhead Corporation contained a provision that Diamondhead Corporation had the right to terminate the agreement if the Plaintiff was guilty of a substantial violation thereof.

3. After such substantial violations by Plaintiff, as set out in Paragraph 3, of the Third Defense and incorporated herein in Paragraph 1 of this Defense, Diamondhead Corporation terminated the agreement referred to above and employed another dredge to complete the said dredging work. At the time said agreement was terminated, Plaintiff had only dredged 19,312 cubic yards of material from said channel and said channel was not then fit for use.

4. In addition to the expense incurred by Diamondhead Corporation in hiring the second dredge, all of these Defendants incurred expenses caused

by the delay in completion of the dredging work. Therefore, the Plaintiff is entitled to recover, if anything, the unit agreement price of 60¢ per cubic yard of material dredged by Plaintiff, to-wit: \$11,587.20 plus mobilization and demobilization of \$3,000.00, of which Defendant Diamondhead Corporation has paid \$1,800.00 to the Plaintiff.

Fifth Defense

1. The Defendants hereby incorporate the Third and Fourth Defenses into this, the Fifth Defense.
2. The agreement referred to above contained a provision that if the Plaintiff substantially violated the Agreement, the Defendant Diamondhead Corporation could terminate the Agreement and employ another dredge to complete the work, and that the Plaintiff would be compensated for the dredging it had done by the difference between the Agreement price and the cost to Diamondhead Corporation of completing the work, minus additional expenses incurred by Diamondhead Corporation. Plaintiff did substantially violate the Agreement in that it could not or would not perform such dredging work as required by the Agreement for which violation said Agreement was terminated. Defendants aver that Defendant Diamondhead Corporation incurred expenses of \$60,000.00 in completing said work; if Plaintiff is entitled to recover at all, it is entitled to recover only \$11,400.00, plus demobilization expense of \$1200.00, the difference between the contract price and the expense of completing the work.

Sixth Defense

With respect to Count Two:

1. The Plaintiff is not entitled to a lien on the real property described

in the said Court because Lake Forest, Inc., the owner of the said real property, entered into no agreement with the Plaintiff for the dredging work alleged in the Complaint.

2. There was no improvement on the said property made by the Plaintiff and therefore the Plaintiff is not entitled to a lien upon that property.

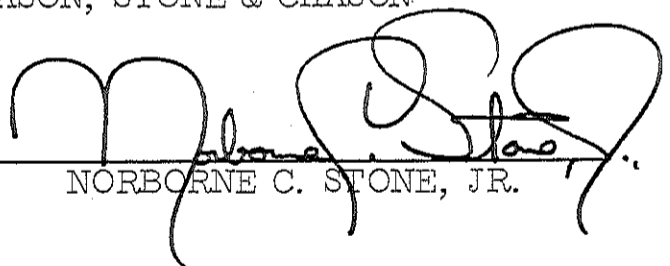
3. The Plaintiff is not entitled to a lien upon the property described in the said Court for that no dredged material was deposited on the said property.

ARMBRECHT, JACKSON & DeMOUY

By: 
BROOK G. HOLMES

By: 
A. DANNER FRAZER, JR.

CHASON, STONE & CHASON

By: 
NORBORNE C. STONE, JR.

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 4th day of October, 1973, 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.

Charles C. Kartin

FILED

OCT 4 1973

EUNICE B. BLACKMON CIRCUIT CLERK

*122 down Dredg
Diamondhead
10,640*

- ~~1. Doering Gloria W. Housewife, 211 S. Beech St., Foley P5~~
- ~~2. Douvier, Louis C. McDaw & Douvier Contr. 803 Elaine, Bay Minette D4~~
- ~~3. Cale, Robert F. Ala. Ship Yard, Stockton, Mobile D3~~
- ~~4. Carlisle, Jack Pres. Carlisle Hardware & Appl., 929 Dauphine Cir. Daphne D15~~
- ~~5. Crampton, Polly W. Housewife 615 McAdams Av., Daphne~~
- ~~6. Robinson, Alvin B. Mech. NAAS, 55 Jan Dr. Fairhope, Pensacola~~
- ~~7. Rawls, John B. Insp. US Dept. Agrl. 2 Casson Trace Spanish Fort Mobile D9~~
- ~~8. Prosser, Eibert P. Frmn. Int. Paper Co. 904 Pleasant Av. Bay Minette P6~~
- ~~9. Powell Marie Housewife, Perdido~~
- ~~10. Pond, Lois Maid (Mrs Vickie Nassar), Route 1 Box 30 Bay Minette P7~~
- ~~11. Day Bernice Housewife, Stockton. D1~~
- ~~12. Crawford, Russell M. Electrician Ala. Dry Dock, 407 E 5th St., Bay Minette Mobile D14~~
- ~~13. Folmar, Phyllis F. Newport, 1907 Elaine Av. Bay Minette~~
- ~~14. Day, Mrs. Robbie M. Bay Slocks, Stockton Bay Minette D5~~
- ~~15. Dobbins, Barbara Housewife 114 W. Almyra St., Bay Minette D2~~
- ~~16. Haddings, Emmet Elec. Eng NAS, 120 Pine Ridge Rd., Daphne, Pensacola~~
- ~~17. Gable, Andrew SCB Telephone, 504 Stimpson St., Fairhope~~
- ~~18. Griffin, Annette D. Opr. SCB Tel., 517 Spanish Main, Spanish Fort, Mobile D14~~
- ~~19. Franklin, Kenneth James, Foley Coffee Shop Owner, 213 N McKenzie, Foley P9~~
- ~~20. Fuqua Doman Civil Service P. O. Box 34 Foley Pensacola P10~~
- ~~21. Collier, Mrs. Mae Geo. Medical Clinic 67 Magnolia Ave, Fairhope~~
- ~~22. Coats Robert E., Jr. Forman Kaiser Alumn 503 E. 4th St. Bay Minette P14~~
- ~~23. Hansen C. Dean Tractor Dealer, P. O. Box 918 Foley P11~~
- ~~24. Kennedy Barbara J. Sec. Riveria Utilities, 107 St. James Av. Fairhope P8~~
- ~~25. Kennedy, Raymond R. Retired, 901 Hand Ave. Bay Minette P12~~
- ~~26. Martin Foye F. Mobile Reserve Fleet, 410 W. 7th St. Bay Minette~~
- ~~27. Knight, Ann B. Bd of Education 105 W 16th St., Bay Minette P3~~
- ~~28. Pitts, Harold Civil Service, Box 893 Foley, Pensacola P13~~
- ~~29. Phillips, Lucille M. Mach. Opr. Montsanto, 206 So. St., Bay Minette Pensacola~~
- ~~30. McGowan, Randolph Jr. Farm Bureau Ins. Stockton Bay Minette D1~~
- ~~31. Mills, Virginia B. Sec. Bay Minette Bldg. Sup., 702 Hand Av., Bay Minette~~
- ~~32. Millican Ruby Housewife, 1605 Mooge Av. Bay Minette D12~~
- ~~33. Mattingly, Cecil A. Bldg. Contr., 61 White Av., Fairhope D6~~
- ~~34. Weekley, Beulah Vanity Fair, Perdido, Atmore D8~~
- ~~35. Sanders W. G. Sanders Real Estate, P. O. Box 249, Foley P4~~
- ~~36. Brantley, Mary J. Housewife Jacks Spring Rd. Bay Minette P15~~
- ~~37. Brown, Lloyd IPC, 109 Banyan St., Bay Minette D13~~
- ~~38. Booth, Hester Dept. of Pens, & Security, 404 Thomley Av., Bay Minette~~
- ~~39. Boone, Marvin E. Chemstrand, 1702 Armstrong Bay Minette, Pensacola~~
- ~~40. Brown, Paul H. NAS, Route 4 Box 181, Cantonment, Pensacola P14~~
- ~~41. Buckard, Martin M., Jr., Clk, U.S. P. O. 321 N. Ingleside Av., Fairhope D10~~
- ~~42. Byrd, Clifton M. Farmer, Perdido D11~~
- ~~43. Blunt, Hugh Paul, Naval Air Station, Bay Minette, Pensacola P1~~
- ~~44. Bradley, J. T., Jr., V-Pres. Bradley's Hdw., 200 W 12th St., Bay Minette P2~~

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IPD.

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33244*

csc

ARMBRECHT, JACKSON & DEMOUY
LAWYERS

MERCHANTS NATIONAL BANK BUILDING

P. O. BOX 290

MOBILE, ALABAMA

36601

TELEPHONE
AREA CODE 205
432-6751

CABLE ADDRESS
SEALAW

WM. H. ARMBRECHT
THEODORE K. JACKSON
MARSHALL J. DEMOUY
WM. H. ARMBRECHT, III
RAE M. CROWE
BROOK G. HOLMES
W. BOYD REEVES
FRANK B. McRIGHT
CLIFFORD FOSTER, III
T. K. JACKSON, III
E. B. PEEBLES, III
F. M. KEELING
GEOFFREY V. PARKER
WILLIAM B. HARVEY
KIRK C. SHAW
NORMAN E. WALDROR, JR.
CONRAD P. ARMBRECHT, II
A. DANNER FRAZER, JR.

August 1, 1973

Mrs. Eunice Blackmon, Clerk
Circuit Court of Baldwin County
Baldwin County Courthouse
Bay Minette, Alabama 36507

Re: Baldwin Dredge Co., Inc. v. Diamondhead
Manufacturing, Inc., et al.; Case No. 10, 640

Dear Mrs. Blackmon:


We enclose an Answer and a Request For Production which we kindly request that you file on our behalf. We would appreciate it if you would acknowledge receipt of these pleadings by marking the date filed on a copy of this letter and returning the same in the self-addressed envelope provided.

Thank you for your cooperation.

Yours very truly,

ARMBRECHT, JACKSON & DeMOUY

By


A. Danner Frazer, Jr.

ADF, Jr/lr

Enclosures

BALDWIN DREDGE CO., INC.,	X	
a Corporation,		
	X	IN THE CIRCUIT COURT OF
Plaintiff,		
	X	
VS.		BALDWIN COUNTY, ALABAMA
	X	
DIAMONDHEAD MANUFACTURING,		
INC., a Corporation, et al.,	X	AT LAW CASE NO: 10,640
Defendants.	X	

ORDER

Defendants have presented their Motion for Leave to Amend the Answer to the Court, and the Court having considered the same, is of the opinion that the Motion is due to be granted, it is, therefore,

ORDERED, ADJUDGED and DECREED that the Defendants be granted leave to file their amended answer.

Done this 4th day of October, 1973.

Jeffrey A. Madliburn
Circuit Judge

FILED

OCT 4 1973

EUNICE B. BLACKMON
CIRCUIT CLERK

BALDWIN DREDGE CO., INC., a corporation,	)	IN THE CIRCUIT COURT OF
	)	BALDWIN COUNTY, ALABAMA
Plaintiff,)	
vs.	)	AT LAW
)	
DIAMONDHEAD MANUFACTURING, INC., a corporation, et al.,)	
Defendant.	)	CASE NO. 10, 640

REQUEST FOR PRODUCTION

The Defendants in the above styled cause request the Plaintiff, Baldwin Dredge Co., Inc., to produce and permit the Defendant, or their attorney of record, to inspect and copy, not later than 5:00 p. m. on August 17, 1973 at the offices of Armbrecht, Jackson & DeMouy, 1001 Merchants National Bank Building, Mobile, Alabama, or at any other time and place fixed by this Honorable Court or agreed to by the parties to this action, each of the following:

1. Any and all letters, notes, messages, memoranda, other correspondence, agreements, contracts, specifications, schedules, requests, proposals, and all other writings or printed materials or papers containing evidence of the obligations between the parties to this lawsuit, or specifying or setting out those obligations, or otherwise bearing on those obligations, with respect to the dredging work for which the Plaintiff's bid, dated August 5, 1971 in the amount of \$86,400.00, was submitted to Diamondhead Corporation for dredging the Lake Forest Barge Terminal at Scrub Point, Mobile Bay, Alabama, or with respect to any and all dredging work done or allegedly done by the Plaintiff for any of these Defendants at Scrub Point, Mobile Bay, Alabama.

2. Any and all books, logbooks, lists, notes, memoranda, letters, messages, and other business records of the Plaintiff, of the Dredge

BALDWIN or of the Tug JO ANN, containing evidence of, or otherwise pertaining to or containing information about, all dredging work done by the Plaintiff at Scrub Point, Mobile Bay, Alabama, for which work this suit was brought, including, but not limited to, any books, records, or other written or printed materials or papers containing information regarding the following: numbers of employees employed by the Plaintiff in or about the dredging work referred to herein, each day, from the time it began such work until the time it finally ceased that dredging work; any and all problems the Plaintiff encountered in connection with the hiring and management of its employees; the number of days and hours and the specific dates of the days that the Plaintiff's dredge was in operation in any fashion on the said dredging work; the date and nature of any delays or obstacles encountered which caused the dredge to cease operation in any manner or respect and for any length of time; the nature and date of each equipment failure or breakdown or other problem which required work to be performed upon the Plaintiff's equipment or which caused any delay whatsoever in the dredging work; the amount of material dredged on any given day or the total amount dredged as of any given day, including the last day the work was conducted; and, the measurements of the channel being dredged on each day that measurements were taken.

3. Any and all books, accounts, ledgers, lists, memoranda, cancelled checks, bills of sale, invoices, bills for services, employee pay records, and any and all other written or printed records of the Plaintiff's expenses and expenditures, incurred or actually paid, in connection with or relating to, in any way, the dredging work allegedly done by the Plaintiff in the Complaint filed herein or otherwise connected with any dredging work done at Scrub Point, Mobile Bay, Alabama by the Plaintiff and for any of these Defendants.

These Defendants aver that the aforementioned items demonstrate and contain evidence relevant and pertinent to issues in the above styled cause and are necessary to adequately defend this cause. The Defendants further aver that these items are in the possession, custody, control or power of the Plaintiff, Baldwin Dredge Company, Inc.

ARMBRECHT, JACKSON & DeMOUY

By *Brook G. Holmes*
BROOK G. HOLMES

By *A. Danner Frazer, Jr.*
A. DANNER FRAZER, JR.

CERTIFICATE OF SERVICE

I do hereby certify that I have on this *31st* day of *July*, 197*3*, 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.

A. Danner Frazer, Jr.

FILED

AUG 2 1973

EUNICE B. BLACKMON CIRCUIT CLERK

BALDWIN DREDGE CO., INC.,) IN THE CIRCUIT COURT OF
a corporation,)
Plaintiff,) BALDWIN COUNTY, ALABAMA
vs.) AT LAW
DIAMONDHEAD MANUFACTURING,)
INC., a corporation, et al.,)
Defendant.) CASE NO. 10, 640

ANSWER

For answer to the Complaint filed herein the Defendants aver as follows:

First Defense

With respect to Count One:

1. The Defendants deny that they, jointly or severally, are indebted to the Plaintiff in the amount of \$86,400.00.
2. The Defendants deny that the work and labor done by the Plaintiff is worth \$86,400.00.
3. The Defendant, Diamondhead Corporation, admits that work and labor done by the Plaintiff was done at its request, but all other Defendants deny that any work and labor performed by the Plaintiff was done at the request of any of them.
4. The Defendants admit that they have not paid the Plaintiff the sum of \$86,400.00.
5. The Defendants admit that the work and labor performed by the Plaintiff was done from April 24, 1972 until August 11, 1972.

Second Defense

With respect to Count Two:

1. The Defendants hereby incorporate Paragraphs 1-5 of the First Defense into this, the Second Defense.

2. The Defendants admit that the dredging work was done in Mobile Bay adjacent to and west of the property described in Count Two of the Complaint.

3. The Defendants deny that any dredged material was placed on the said described real property.

4. The Defendants admit that the Plaintiff furnished work and labor for dredging a channel.

5. The Defendants admit that Lake Forest, Inc. is the owner of the said described real property but deny that any dredged material was deposited on the said real property.

6. The Defendants deny that an indebtedness due from the Defendants to the Plaintiff in the amount of \$86,400.00 accrued on August 11, 1972 or on any other date.

7. The Defendants are without sufficient knowledge and information to either admit or deny the allegations concerning the filing by the Plaintiff of a statement in the Office of the Judge of Probate of Baldwin County, or the contents of such statement. However, Defendants deny that the indebtedness referred to in Count Two of the Complaint ever accrued and therefore deny that the Plaintiff filed any statement anywhere within six (6) months after the accrual of said indebtedness.

Third Defense

In further defense of Count Two, the Defendants say as follows:

1. Any dredging work actually done by the Plaintiff for the Defendants, or any of them, including the dredging work alleged in the Complaint, was done pursuant to an agreement between the Plaintiff and the Defendant, Diamondhead Corporation, by the terms of which the Plaintiff was to move 139,000 cubic yards of material within 90 days of April 21, 1972, and to be compensated at the rate of 60¢ per cubic yard, plus \$3,000.00 mobilization and demobilization fee, or a total of \$86,400.00.

2. By the contract referred to in Paragraph 1, above, the Plaintiff also agreed to dredge a limited access channel of approximately 54,500 cubic yards of material within 30 days of April 21, 1972 for which the Plaintiff was to be compensated on the same basis of 60¢ per cubic yard, as set out in Paragraph 1, above. This limited access channel was to be part of the channel originally contracted for and the 54,500 cubic yards of material was to be part of the total 139,000 cubic yards ultimately to be dredged.

3. The Plaintiff failed to dredge the 54,500 cubic yards of material within the allotted 30 days and failed to make significant progress toward completing the dredging of the 139,000 cubic yards of material within the allotted 90 days and both of these failures constituted substantial violations of the contract which gave the Defendant, Diamondhead Corporation, the right to terminate the contract and caused the Plaintiff to lose its right to enforce the contract.

Fourth Defense

1. The Defendants hereby incorporate the Third Defense into this, the Fourth Defense.

2. The contract pursuant to which the Plaintiff was to perform the dredging work for Diamondhead Corporation contained a provision that Diamondhead Corporation had the right to terminate the contract if the Plaintiff was guilty of a substantial violation thereof.

3. After such substantial violations by Plaintiff, as set out in Paragraph 3 of the Third Defense and incorporated herein in Paragraph 1 of this Defense, Diamondhead Corporation terminated the contract referred to above and employed another dredge to complete the said dredging work.

4. In addition to the expense incurred by Diamondhead Corporation in hiring the second dredge all of these Defendants incurred expenses caused by the delay in completion of the dredging work. Therefore, the Plaintiff is not entitled to recover the full contract price but can recover, at most, the difference between the contract price and the Defendants' additional expenses.

Fifth Defense

1. The Defendants hereby incorporate the Third and Fourth Defenses into this, the Fifth Defense.

2. The contract referred to above contained a provision that if the Plaintiff did not complete the dredging as required and Diamondhead Corporation was forced to employ another dredge to complete the work, then the Plaintiff would be compensated for the dredging it had done by the difference between the contract price and the cost to Diamondhead Corporation of completing the work, minus additional expenses incurred by Diamondhead Corporation. Hence, that is, at most, the measure of the Plaintiff's right to recovery.

Sixth Defense

With respect to Count Two:

1. The Plaintiff is not entitled to a lien on the real property described in the said count because Lake Forest, Inc., the owner of the said real property, entered into no contract with the Plaintiff for the dredging work alleged in the Complaint.
2. There was no improvement on the said property made by the Plaintiff and therefore the Plaintiff is not entitled to a lien upon that property.
3. The Plaintiff is not entitled to a lien upon the property described in the said count for that no dredged material was deposited on the said property.

ARMBRECHT, JACKSON & DeMOUY

By Broox G. Holmes
BROOX G. HOLMES

By A. Danner Frazer, Jr.
A. DANNER FRAZER, JR.

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 31st day of July, 1973, 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.

A. Danner Frazer, Jr.

FILED

AUG 2 1973

EUNICE B. BLACKMON CIRCUIT CLERK

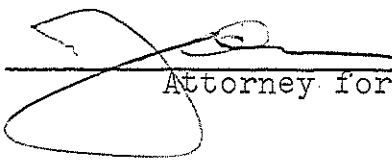
BALDWIN DREDGE CO., INC.,)
a corporation,)
Plaintiff,)
VS.)
DIAMONDHEAD MANUFACTURING, INC.,)
a corporation, ET AL,)
Defendants.)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 10,640

ANSWER TO PLEA IN ABATEMENT

Now comes the plaintiff in the above styled cause and for answer to the plea in abatement heretofore filed in said cause says:

1. Plaintiff denies the allegations of the plea in abatement and joins issue thereon.



Attorney for Plaintiff

FILED

DEC 8 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

BALDWIN DREDGE CO., INC., a Corporation,	)	IN THE CIRCUIT COURT OF
	)	BALDWIN COUNTY, ALABAMA
Plaintiff,)	
vs.	)	AT LAW
)	
DIAMONDHEAD MANUFACTURING, INC., a Corporation, et al.,)	
Defendants.	)	CASE NO. 10, 640

DEMURRER

Come now each of the Defendants, separately and severally, in the above styled cause, and demur to the Plaintiff's Complaint as a whole and to each and every count thereof, separately and severally, upon the following separate and several grounds:

1. Said count wholly fails to state a cause of action.
2. The allegations contained in said count are vague, uncertain and indefinite and do not apprise this Defendant of what it is called upon to defend.
3. For aught that appears the alleged work and labor of the Plaintiff was not done upon any land of the Defendants or any of them.
4. It affirmatively appears that the dredging work alleged in the Complaint was done in Mobile Bay and not upon the property of Diamondhead Manufacturing, Inc.
5. It affirmatively appears that the dredging work alleged in the Complaint was done in Mobile Bay and not upon the property of Diamondhead Corporation.
6. It affirmatively appears that the dredging work alleged in the Complaint was done in Mobile Bay and not upon the property of Lake Forest, Inc.
7. For aught that appears there was no improvement to any land of the Defendants or any of them.

8. For aught that appears the alleged work and labor was not done under or by virtue of any contract with the owner or proprietor of the land.

9. There is no allegation of the substance of a contract between the Plaintiff and the owner or proprietor of the land.

10. There is a misjoinder of parties defendant in that it appears from the Complaint that Diamondhead Manufacturing, Inc., and Diamondhead Corporation have no interest in the real property upon which the lien is claimed.

11. It does not appear when the alleged work and labor was done.

12. It does not appear from whence the alleged debt accrued.

ARMBRECHT, JACKSON & DeMOUY

By Brook G. Holmes
BROOK G. HOLMES

By A. Danner Frazer, Jr.
A. DANNER FRAZER, JR.

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 19th day of Feb, 1973, 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.

Brook G. Holmes

FILED

FEB 20 1973

EUNICE B. BLACKMON CIRCUIT CLERK

JAMES R. OWEN
ATTORNEY AT LAW
110 COURTHOUSE SQUARE
BAY MINETTE, ALABAMA 36507

February 22, 1973

P. O. BOX 248
TEL 937-2061
AREA CODE 205


Mrs. Eunice Blackmon
Clerk
Bay Minette, Alabama

In Re: Baldwin Dredge vs. Diamondhead
Case No. 10,640

Dear Eunice:

The defendants have filed a demurrer in
this case and I would appreciate it if you would
place it on the next motion docket for argument.

Yours very truly,



JAMES R. OWEN

JRO/ers

BALDWIN DREDGE CO., INC.,	:	IN THE CIRCUIT COURT OF
a Corporation,	:	
	:	BALDWIN COUNTY, ALABAMA
Plaintiff,	:	
	:	AT LAW
VS.	:	
	:	
DIAMONDHEAD MANUFACTURING,	:	
INC., a Corporation, et al.,	:	
	:	
Defendants.	:	CASE NO. 10, 640

PLEA IN ABATEMENT

Come now the Defendants in the above styled cause, appearing specially for the purpose of filing the following Plea in Abatement to Plaintiff's Complaint, and for no other purpose, and pleading in abatement say as follows: That the contract upon which this suit is brought contains the following provision:

Any controversy or claim arising out of or relating to this contract, or the breach thereof which cannot be resolved by mutual agreement, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

That the Defendants deny Plaintiff is entitled to recover of Defendants for said claim or to have such lien established as asserted by Plaintiff in its Complaint; that the controversy as to such claims is a controversy properly subject to the above quoted arbitration provision; that before Plaintiff filed this suit and on September 11, 1972, Defendants made written demand upon Plaintiff to submit the said controversy to arbitration, but said controversy has not been submitted to arbitration as required by said contract.

Wherefore, Defendants aver that Plaintiff cannot maintain this suit as it has not complied with the provisions of said contract regarding arbitration of the claims made by Plaintiff in the Complaint; therefore, this suit should be abated and not allowed to proceed.

ARMBRECHT, JACKSON & DeMOUY
Attorneys for Defendants.

By: *Brook G. Holmes*
BROOX G. HOLMES

STATE OF ALABAMA)
COUNTY OF MOBILE)

Personally appeared before me, the undersigned Notary Public in and for said County in said State, BROOX G. HOLMES, who, being first duly sworn, deposes and says that he has read and is familiar with the foregoing allegations in the said Plea in Abatement and that the same are true and correct.

Brook G. Holmes
BROOX G. HOLMES

SUBSCRIBED and SWORN TO
before me this 10th day of
November, 1972.

Helene Suzanne Harrington
Notary Public, State of Alabama,
at Large

FILED
NOV 13 1972
EUNICE B. BLACKMON CIRCUIT CLERK

(AFFIX NOTARIAL SEAL)

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 10th day of November, 1972, served a copy of the foregoing pleading or counsel for all parties to this proceeding, by mailing the same by United States mail, properly addressed, and first class postage prepaid.

Brook G. Holmes

DATE

10/15/73

NOTICE OF LEVY

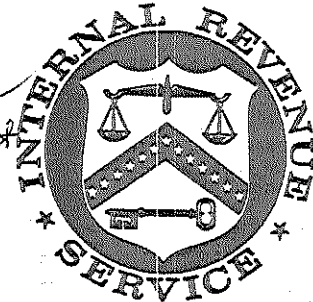
RECEIPT, ACKNOWLEDGED

Eunice B. Blackmon

TO

~~Diamondhead Mfg. Inc. Baldwin County Ci. Ga.~~
~~Building 16~~
~~Mobile Aerospace Industrial Complex~~
~~Mobile, Alabama 36615~~

Bay Minette
Att. Circuit Clerk



ORIGINATING DISTRICT
 Birmingham

You are hereby notified that there is now due, owing and unpaid to the United States of America from the taxpayer whose name appears below the sum of \$ 961.68

KIND OF TAX	TAX PERIOD ENDED	DATE OF ASSESSMENT	IDENTIFYING NO.	UNPAID BALANCE OF ASSESSMENT	STATUTORY ADDITIONS	TOTAL
941	12/31/72	6/18/73	63-0596956	\$ 884.77	\$ int. 18.72 ftp 17.12	\$ 961.68
TOTAL AMOUNT DUE						961.68

You are further notified that demand has been made for the amount set forth herein upon the taxpayer who has neglected or refused to pay, and that such amount is still due, owing, and unpaid from this taxpayer. Accordingly, you are further notified that all property, rights to property, moneys, credits, and bank deposits now in your possession and belonging to this taxpayer (or with respect to which you are obligated) and all sums of money or other obligations owing from you to this taxpayer, or on which there is a lien provided under Chapter 64, Internal Revenue Code of 1954, are hereby levied upon and seized for satisfaction of the aforesaid tax, together with all additions provided by law, and demand is hereby made upon you for the amount necessary to satisfy the liability set forth herein, or for such lesser sum as you may be indebted to him, to be applied as a payment on his tax liability. Checks or money orders should be made payable to "Internal Revenue Service".

SIGNATURE *Thomas H. Moore* TITLE **Revenue Officer** ADDRESS (CITY AND STATE) **P.O. Drawer G, Mobile, Ala. 36601**

(Name and Address of Taxpayer)

Baldwin Dredge Company, Inc.
 Baldwin Co.
 Alabama

CERTIFICATE OF SERVICE

I hereby certify that this levy was served by delivering a copy of this notice of levy to the person named below.

NAME

Eunice B. Blackmon

TITLE

Circuit Clerk

DATE AND TIME

10-16-73 2:50 P.M.

SIGNATURE OF REVENUE OFFICER

Thomas H. Moore

IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF ALABAMA

ALBERT BROWN and KENNETH HOBBS,

Plaintiffs,

VS.

BALDWIN DREDGE CO., INC.,

Defendant.

EUNICE B. BLACKMON, CLERK OF THE CIRCUIT COURT, BALDWIN COUNTY, ALABAMA,

Garnishee.

CIVIL ACTION NO. 7595-73-H

WRIT OF GARNISHMENT.

TO THE UNITED STATES MARSHAL FOR THE SOUTHERN DISTRICT OF ALABAMA, OR TO ANY OTHER AUTHORIZED OFFICER, GREETING:-

You are hereby commanded forthwith to summon EUNICE B. BLACKMON, CLERK OF THE CIRCUIT COURT, BALDWIN COUNTY, ALABAMA, BAY MINETTE, ALA.

as Garnishee in the above-entitled cause to appear within thirty (30) days from the date of service of this process before the United States District Court for the Southern District of Alabama, at Mobile, Alabama, and file a written answer upon oath, whether it was or not indebted to the above-named defendant BALDWIN DREDGE

COMPANY at the time of the service of this Writ of Garnishment, or at the time of making its answer thereto or at any time intervening between the time of serving the garnishment and making the answer, and in what sum or sums; and whether it will or not be indebted in the future to the said above-named defendant by a contract then existing, and whether or not by a contract then existing, it is liable to it for the delivery of personal property or for the payment of money which may be discharged by the delivery of personal property or which may be payable in personal property; and whether it has or not in its possession or under its control real or personal property or things in action belonging to the said BALDWIN DREDGE COMPANY, INC., Defendant

The United States Marshal, or other authorized officer, is hereby commanded to serve a copy of the above Writ of Garnishment on the above-named Garnishee and make return of this Writ and the execution thereof according to law.

Issued this the 16th day of October, 19 73.

(SEAL)

Deputy

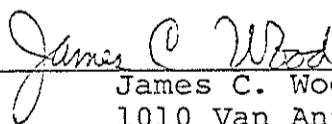
ATTEST: WILLIAM J. O'CONNOR, CLERK
Lawrence P. Strahan
Clerk of the United States District Court for the Southern District of Alabama

AFFIDAVIT FOR GARNISHMENT ON JUDGMENT

THE STATE OF ALABAMA)
MOBILE COUNTY)

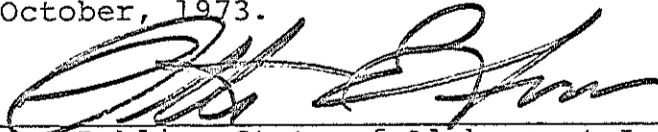
UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF ALABAMA, SOUTHERN
DIVISION

Personally appeared before me, Otto E. Simon,
Notary Public for the State of Alabama-at-Large, James C. Wood,
who being duly sworn, on oath says, that on the 17th day of July,
1973, in the United States District Court for the Southern
Division, Southern District of Alabama, in Case No. 7595-73-H,
Civil Action, The Plaintiffs, Albert Brown and Kenneth Hobbs, re-
covered a judgment against Baldwin Dredge Co., Inc., the Defendant,
whose address is P.O. Box 104, Spanish Fort, Alabama for the sum of
\$3,903.04, besides costs of suit; that said judgment remains wholly
unsatisfied and in full force and effect; that Eunice B. Blackmon,
Clerk of the Circuit Court of Baldwin County, Alabama is supposed
to be indebted to or have effects of the said Baldwin Dredge Co.,
Inc., in her possession or under her control, and that he believes
process of Garnishment against the said Eunice B. Blackmon, is
necessary to obtain satisfaction of said judgment.



James C. Wood
1010 Van Antwerp Bldg.
Mobile, Alabama

Sworn to and subscribed this 15 day
of October, 1973.



Notary Public, State of Alabama-at-Large

My Commission expires: 16-15-73

U. S. DISTRICT COURT
SOU. DIST. ALA.
FILED IN CLERK'S OFFICE
OCT 15 1973

WILLIAM J. O'CONNOR
CLERK

BALDWIN DREDGING COMPANY,
INC.,

Plaintiff,

-vs-

DIAMONDHEAD MANUFACTURING,
INC., a corporation,
DIAMONDHEAD CORPORATION,
and LAKE FOREST, INC., a
corporation,

Defendants.

* IN THE CIRCUIT COURT OF
* BALDWIN COUNTY, ALABAMA
* AT LAW
*
*
* CASE NO. 10640
*
*

NOTICE OF LIEN

Comes now John P. Courtney III and files this notice of his lien against the proceeds of the judgment heretofore entered in the above styled case in favor of Baldwin Dredging Company, Inc., and against the defendants herein. John P. Courtney III claims a lien against the proceeds of the judgment entered herein, arising in his favor under the General Maritime Law of the United States by reason of injuries which he sustained while in the employment of Baldwin Dredging Company, Inc., which said injuries are the subject matter of a suit presently pending in the United States District Court for the Southern District of Alabama, styled: "John P. Courtney III, a minor, suing by John P. Courtney, Jr., as his father and next friend v. Baldwin Dredging Company, Inc., et al., Civil Action No. 7550-73-T." Attached hereto is the motion for order of attachment filed this date in the United States District Court, which said motion sets out the basis of this lien.

DIAMOND, LATTOF & GARDNER
Attorneys for John P. Courtney III

BY: 
ROSS DIAMOND III

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 23 day of October, 19 73



FILED

SEP 26 1973

NICE B. BLACKMON
CIRCUIT CLERK

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

JOHN P. COURTNEY, III,
a minor, suing by
JOHN P. COURTNEY, JR.
as his father and next
friend,

Plaintiff,

-vs-

BALDWIN DREDGING COMPANY,
INC., a corporation, et al.,

Defendants.

*

*

*

*

*

*

CIVIL ACTION

NO. 7550-73-T

MOTION FOR ORDER OF ATTACHMENT

Comes now the Plaintiff in the above styled cause, by and through his attorney of record, and moves the Court to enter an order attaching the proceeds of a judgment in the amount of TWENTY THOUSAND AND NO/100 (\$20,000.00) DOLLARS in favor of the Defendant, Baldwin Dredging Company, Inc., recently awarded in favor of said Defendant and against Diamondhead Corporation in the Circuit Court of Baldwin County, Alabama, Case No. 10640, and further moves the Court to enter an order directing the Marshal to seize any funds paid to the Clerk of the Circuit Court of Baldwin County in satisfaction of said judgment, said funds to be held and applied to any judgment obtained by the Plaintiff in the present action, and as grounds therefor shows unto the Court as follows:

1. That the Plaintiff herein was employed by the Defendant, Baldwin Dredging Company, Inc., to work as a deckhand aboard its dredge known as the "Dredgeboat Baldwin"; that the said Dredgeboat Baldwin was a vessel performing dredging work pursuant to a contract between Baldwin Dredging Company, Inc., and Diamondhead Corporation in Mobile Bay; as such, the Plaintiff herein was a seaman working as a member of the crew of a vessel on the navigable waters of the United States.

2. That on or about July 30, 1972, while working in the line and scope of his employment aboard said vessel, the Plaintiff sustained personal injuries which are the subject matter of the present action. That under the General Maritime Law said injuries gave rise to a maritime lien in favor of the Plaintiff and against the vessel, its gear, equipment, and its freight. That the Plaintiff herein filed his complaint in the present action on February 14, 1973, claiming damages, maintenance and cure, and unearned wages in the total amount of TWENTY THOUSAND AND NO/100 (\$20,000.00) DOLLARS; that the Plaintiff attempted to perfect his maritime lien by attachment of the said Dredgeboat Baldwin, its gear and equipment. That on or about February 15, 1973, when the United States Marshal attempted to execute a seizure of said vessel, the Marshal found that the vessel had been sunk in Mobile Bay near Daphne, Alabama, and that its gear and equipment had been removed.

3. The Plaintiff alleges that during the time he was employed aboard said vessel, the vessel was being used to perform dredge service for Diamondhead Corporation in Mobile Bay, pursuant to a contract between Baldwin Dredging Company, Inc., and Diamondhead Corporation. That the monies earned by the use of said vessel in performing these dredging operations constitute the freight of the vessel, against which the Plaintiff has a lien under the General Maritime Law. The Plaintiff alleges that a dispute arose between Baldwin Dredging Company, Inc., and Diamondhead Corporation concerning payment of the monies earned by the vessel during the time on which the Plaintiff was working aboard said vessel. Plaintiff further alleges that Baldwin Dredging Company, Inc., filed a lawsuit against Diamondhead Corporation for the recovery of earnings of said vessel during that period of time, said lawsuit being styled "Baldwin Dredging Company, Inc. v. Diamondhead Corporation, et al., in the Circuit Court of Baldwin County, Alabama,

Case No. 10640." Plaintiff further alleges that on or about October 11, 1973, the Circuit Court of Baldwin County awarded a judgment in favor of Baldwin Dredging Company, Inc., and against Diamondhead Corporation in the amount of TWENTY THOUSAND AND NO/100 (\$20,000.00) DOLLARS, said judgment being for earnings of the vessel.

4. Plaintiff alleges that he has a maritime lien against the proceeds of said judgment, since said proceeds represent the earnings or freight of the vessel.

WHEREFORE, Plaintiff moves the Court to enter an order attaching any money paid into the Circuit Court of Baldwin County, Alabama, in satisfaction of said judgment, and moves the Court to enter an order requiring the United States Marshal to seize and attach any money paid in satisfaction of said judgment, said money to be held and applied to any judgment obtained by the Plaintiff in the present action, and Plaintiff prays for such other and further relief as in law and justice he may be entitled to receive.

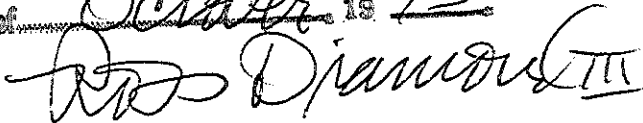
DIAMOND, LATTOF & GARDNER
Attorneys for Plaintiff,

BY:


ROSS DIAMOND III

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 23 day of October 19 73



REPORT AND MOTION FOR ORDER TO DISBURSE JUDGMENT FUNDS

BALDWIN DREDGE CO. INC. A CORP.
Plaintiff

VS:

CIVIL ACTION NO. 10,640

DIAMONDHEAD MANUFACTURING INC. A CORP. DIAMONDHEAD
CORP. & LAKE FOREST INC. A CORP.
Defendant

I, Eunice B. Blackmon as Clerk of the Circuit Court of Baldwin County do hereby file this report to the Court and move the Court for an order of disbursement of Judgment funds rendered in the above style cause; in that such funds have been attached as follows:

1. 10-15-73; Notice of levy of Department of Treasury-Internal Revenue Service for \$961.68.
2. 10-17-73; Writ of garnishment from U.S. District Court case #7595-73-H styled: Albert Brown and Kenneth Hobbs vs: Baldwin Dredge Co. Inc. for sum \$3,903.04.
3. 10-26-73; Notice and Order of attachment from U. S. District Court #7550-73-T styled: John P. Courtney, III, a minor, suing by John P. Courtney, Jr. as his father and next friend vs: Baldwin Dredging Co., Inc. a corp. and an unnamed dredge, et al for \$20,000.00.

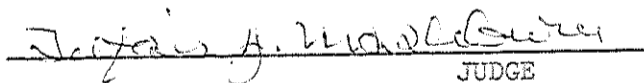
I therefore request the Court to set a hearing on above motion as early as possible to determine the proper disbursement of said Judgment funds.


CLERK OF CIRCUIT COURT OF BALDWIN COUNTY

ORDER

The above motion is hereby set down for hearing on the 14th day of November 1973 and the court orders that the parties be notified of same by mailing a copy of such motion and order to each party.

This 30th day of October 1973.


JUDGE

FILED

OCT 30 1973

EUNICE B. BLACKMON CLERK

FORM 668-D
(REV. FEB. 1965)

RELEASE OF LEVY

To: Baldwin County Circuit Court
Baldwin County Court House
Bay Minette, Al 36507

ATTN: Eunice B. Blackmon, Circuit Clerk

On the 16th day of October, 19 73, a levy was served upon you at Circuit Clerk's office, Baldwin County Court House, Bay Minette, Al, and demand was made for the surrender of all property, rights to property, moneys, credits, and bank deposits then in your possession, to the credit of, belonging to, or owned by Baldwin Dredge Company, Inc of Spanish Fort, Al, for unpaid Internal Revenue taxes together with additions thereto provided by law which, at the time of the levy, amounted to the sum of \$ 961.68.

Under the provisions of Section 6343 of the Internal Revenue Code, property, rights to property, moneys, credits, and bank deposits in ~~the sum of \$~~ 961.68 are hereby released from the levy.

Dated at Brewton, Al this 5th day of November, 19 73

DISTRICT DIRECTOR OF INTERNAL REVENUE
Dwight T. Baptist

BY (Signature) Lee F. Smith
Lee F. Smith

TITLE
Revenue Officer, Brewton, Al

INTERNAL REVENUE CODE

SEC. 6343. AUTHORITY TO RELEASE LEVY.

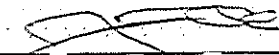
It shall be lawful for the Secretary or his delegate, under regulations prescribed by the Secretary or his delegate, to release the levy upon all or part of the property or rights to property levied upon where the Secretary or his delegate determines that such action will facilitate the collection of the liability, but such release shall not operate to prevent any subsequent levy.

BALDWIN DREDGE COMPANY, INC.,)	
a corporation,)	
	)	IN THE CIRCUIT COURT OF
Plaintiff,	)	BALDWIN COUNTY, ALABAMA
VS.)	
DIAMONDHEAD MANUFACTURING, INC.,	)	CIVIL ACTION NO. 10,640
ET AL,)	
)	
Defendants)	

ANSWER OF PLAINTIFF TO REPORT AND MOTION
FOR ORDER TO DISBURSE JUDGMENT FUNDS


Now comes the plaintiff in the above styled cause and for answer to the report and motion for order to disburse judgment funds, says:

1. The notice of levy of the Department of Treasury-Internal Revenue Service dated October 15, 1973, in the amount of \$961.68 has been paid in full.
2. A motion to set aside the writ of garnishment from the United States District Court, Case No. 7595-73-H, styled Albert Brown and Kenneth Hobbs vs. Baldwin Dredge Company, Inc., for \$3,903.04 has heretofore been filed in the United States District Court for the Southern District of Alabama, Southern Division, according to the information and belief of plaintiff.
3. There is a suit pending in the United States District Court styled John P. Courtney, III, a minor, suing by John P. Courtney, Jr., as his father and next friend, vs. Baldwin Dredging Company, Inc., for the sum of \$20,000.00 and plaintiff avers that it has liability insurance in excess of \$20,000.00 with which to pay any judgment recovered by the plaintiff in said cause against the plaintiff in this cause.
4. For further answer plaintiff says that all amounts due under the said contract sued on this cause was assigned by plaintiff to Merchants National Bank of Mobile on April 25, 1972.
5. Plaintiff avers that its attorney has a lien for attorney's fees in accordance with Title 46, Section 64 of the Code of Alabama, which it herewith claims on behalf of its said attorney.



Attorney for Plaintiff

I hereby certify that a copy of the foregoing pleading has been served upon counsel for all parties to this proceeding, by mailing the same by First Class United States Mail, properly addressed and postage prepaid on this the 14th day of November, 1973.



Clerk

FILED

NOV 14 1973

WICE B. BLACKMON

CIRCUIT CLERK

IN THE UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

ALBERT BROWN AND KENNETH
HOBBS,

§

Plaintiffs

§

-vs-

§

BALDWIN DREDGE CO., INC.,

§

CIVIL ACTION NO. 7595-73-H

Defendant

§

EUNICE B. BLACKMON, Clerk
of the Circuit Court,
Baldwin County, Alabama,

§

§

Garnishee.

§

MOTION TO CONDEMN FUNDS
IN POSSESSION OF GARNISHEE

Come now the Plaintiffs in the above referenced case and show unto this Honorable Court that on October 31, 1973, the Garnishee, Eunice B. Blackmon, Clerk of the Circuit Court of Baldwin County, filed her answer in the above referenced case, saying that she is holding certain funds of the Defendant in this case, namely, \$20,000.00 until further orders of this Court and the Plaintiffs having an unsatisfied judgment in the amount of \$3,860.21 plus total court costs and Marshal's fees of \$77.72, or a total sum of \$3,937.93 and therefore the Plaintiffs now move for an order condemning the funds in the possession of the Garnishee in the amount of \$3,937.93 and requiring the Garnishee to pay said amount over to the Clerk of this Court for the use and benefit of the Plaintiffs.

Respectfully submitted,

SIMON AND WOOD

By:

James C. Wood

James C. Wood
Attorney for Plaintiffs
1010 Van Antwerp Bldg.
Mobile, Alabama 36602

I hereby certify that I have this day served a copy of the foregoing Motion on the Clerk of the Baldwin County Circuit Court, Eunice B. Blackmon, Garnishee, by mailing a copy of same to her by U. S. Mail, postage prepaid on this the 1 day of November, 1973.

James C. Wood
James C. Wood

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA

SOUTHERN DIVISION

JOHN P. COURTNEY, III,
a minor, suing by John
P. Courtney, Jr., as his
father and next friend,

Plaintiff,

vs.

BALDWIN DREDGING CO., INC.,
a corporation and an unnamed
dredge, Et Al,

Defendants.

CIVIL ACTION NO. 7550-73-T

ORDER

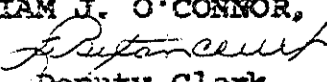
Motion for Order of Attachment having been filed in this
cause and having been considered by the Court, it is

ORDERED, ADJUDGED and DECREED by the Court that any
money paid into the Circuit Court of Baldwin County, Alabama,
for the judgment mentioned in said motion, is hereby ATTACHED
and the United States Marshal for the Southern District of
Alabama is ORDERED to seize and attach any monies paid in the
satisfaction of said judgment, said money to be held by the
Marshal or deposited with the Clerk in the Registry of the Court,
pending further orders of this Court.

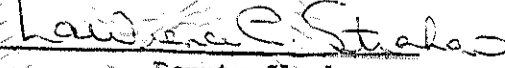
The Clerk is DIRECTED to lodge in the Office of the Clerk
of the Circuit Court of Baldwin County, a copy of this order
by service by registered mail, return receipt requested.

DONE this the 26th day of October 1973.


UNITED STATES DISTRICT JUDGE

U.S. DISTRICT COURT
SOU. DIST. ALA.
FILED AND ENTERED THIS THE
26th DAY OF OCTOBER 1973.
MINUTE ENTRY NO. 34558
WILLIAM J. O'CONNOR, CLERK
BY - 
Deputy Clerk

CERTIFIED A TRUE COPY

WILLIAM J. O'CONNOR, CLERK
BY 
Deputy Clerk

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA

SOUTHERN DIVISION

JOHN P. COURTNEY, III,
a minor, suing by John
P. Courtney, Jr., as his
father and next friend,

Plaintiff,

vs.

BALDWIN DREDGING CO., INC.,
a corporation and an unnamed
dredge, Et Al,

Defendants.

CIVIL ACTION NO. 7550-73-T

O R D E R

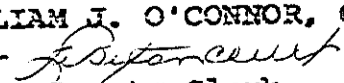
Motion for Order of Attachment having been filed in this
cause and having been considered by the Court, it is

ORDERED, ADJUDGED and DECREED by the Court that any
money paid into the Circuit Court of Baldwin County, Alabama,
for the judgment mentioned in said motion, is hereby ATTACHED
and the United States Marshal for the Southern District of
Alabama is ORDERED to seize and attach any monies paid in the
satisfaction of said judgment, said money to be held by the
Marshal or deposited with the Clerk in the Registry of the Court,
pending further orders of this Court.

The Clerk is DIRECTED to lodge in the Office of the Clerk
of the Circuit Court of Baldwin County, a copy of this order
by service by registered mail, return receipt requested.

DONE this the 26th day of October 1973.


UNITED STATES DISTRICT JUDGE

U.S. DISTRICT COURT
SOU. DIST. ALA.
FILED AND ENTERED THIS THE
26th DAY OF OCTOBER 1973.
MINUTE ENTRY NO. 34558
WILLIAM J. O'CONNOR, CLERK
BY - 
Deputy Clerk

CERTIFIED A TRUE COPY

WILLIAM J. O'CONNOR, CLERK

By 
Deputy Clerk

IN THE UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

ALBERT BROWN and KENNETH HOBBS, ¶

Plaintiffs ¶

-vs- ¶

BALDWIN DREDGE CO., INC., ¶

CIVIL ACTION NO. 7595-73-H

Defendant ¶

EUNICE B. BLACKMON, Clerk of the Circuit Court, Baldwin County, Alabama, ¶

Garnishee. ¶

O R D E R

The Garnishee, Eunice B. Blackmon, Clerk of the Circuit Court of Baldwin County, Alabama, having filed her answer, saying that she is indebted to the Defendant in the sum of \$20,000.00, said answer further stating that she would hold said funds until further orders from this Court, and the Plaintiffs having thereafter filed their motion for an order condemning the funds of the Defendant in the possession of the Garnishee in the total amount of \$3,937.93, and to require said Garnishee to pay over said funds to the Clerk of this Court,

NOW THEREFORE, IT IS ORDERED, ADJUDGED, and DECREED that the Plaintiffs' motion is hereby granted and the Garnishee is ordered to pay over to the Clerk of this Court the funds of the Defendant in her possession in the amount of \$3,937.93.

DONE at Mobile, Alabama, this 9 day of November, 1973.

W B Howard
UNITED STATES DISTRICT JUDGE

FILED

NOV 14 1973

EUNICE B. BLACKMON CIRCUIT CLERK

U. S. DISTRICT COURT
SOV. DIST. ALA.
FILED AND ENTERED THIS THE
9TH DAY OF NOVEMBER, 1973
MINUTE ENTRY NO. 34640
WILLIAM J. O'CONNOR, CLERK
By: [Signature]
Deputy Clerk

Baldwin Dredge Co. Inc. A Corp.
vs:
Diamondhead Manufacturing Co.

Case #10,640

We the Jury find for the Plaintiff and against the
Defendants in the amount of \$20,000.00 Dollars.

Ernest L. Halding
as Foreman

FILED

OCT 10 1973

EUNICE B. BLACKMON CIRCUIT
CLERK

Important

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AO Form No. 82-Revised
Form approved by
Comp. Gen., U. S.
December 2, 1952

ORIGINAL

RECEIPT FOR PAYMENT

**UNITED STATES DISTRICT COURT
FOR THE**

SOUTHERN DISTRICT OF ALABAMA

OFFICE OF THE CLERK

10/6/40

RECEIVED
FROM

Emice B. Bladmon, Circuit Clerk

DOC. NO. <i>C.V. 7595-73</i>		Place <i>Motule</i>	DATE <i>Nov. 120/1973</i>
CASE OF PROCEEDING <i>7550-73</i>		Division	
ACCOUNT		AMOUNT	ACCOUNT
Clerk's Filing Fee			Registry Cash Bail
Bankruptcy Filing Fee			Tender <i>\$20,000.00</i>
Referee's Sal. and Exp. Fund			Restitution
Miscel. Earnings Admission of Attorney			Other Moneys Civil Judgment
Copy-Compare			Costs
Certificate			Fine
			Naturalization Decl'n Pet'n

Drown vs. Addison Dredge Company

[Signature]
DEPUTY CLERK

Total → *\$20,000.00*

Cash Check MONEY ORDER

42703

16 50/ 100 1000