ALTON E. SCHERMER, Individually, and doing business as the Schermer Pecan Company,
Plaintiff,

VS.

MAX K. LAWRENZ, SR., Individually, and doing business as the Southport SeaFoods Company, and MAX K. LAWRENZ, JR., Individually, and doing business as the Southport SeaFoods Company, and SOUTHPORT SEAFOODS COMPANY, A CORPORATION,

800K 003 PAGE 215

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA

> AT LAW CASE NO. 2418

> > Defendants

# Defendants. MOTION TO QUASH SERVICE

Comes the Defendants, Max K. Lawrenz, Sr., and Max K. Lawrenz, Jr. for the special purpose of this motion and no other, and without waiving proper service thereon, moves the Court to quash the service in said cause and as grounds therefor, shows that the return of said process which was signed Taylor Wilkins, Sheriff, by Edleigh Steadham, D.S. recites service on Max K. Lawrenz, Sr., and Max K. Lawrenz, Jr. on the 25 day of October, 1954, which said recitation is untrue, said summons and complaint not having been served on Max K. Lawrenz, Sr. and Max K. Lawrenz, Jr. on that date.

STATE OF ALABAMA

BALDWIN COUNTY

Before me, C.C:Chason, a Notary Public in anf for said County in said State, personally appeared Max K. Lawrenz, Sr., who is known to me and who after being by me first duly and legally sworn, deposes and says under oath as follows: that he is one of the Defendants referred to in the foregoing Motion to Quash, that he has read said Motion to Quash and is cognizant of the facts stated therein, and that the matters and facts set out in said motion are true.

Sworn to and subscribed before me 24th day of November, on this the 1954=

Notary Publick Baldwin County

Alabama

Mov. 26,1950 ALICE J. DUCK, Clark --

# MOTION TO QUASH SERVICE

ALTON E. SHERMER, Individually, and doing business as the Shermer Pecan Company,

Plaintiff,

MAX K. LAWRENZ, SR., Individually, and doing business as the South-port Sea Foods Company, and MAX K. LAWRENZ, JR., Individually, and doing business as the South-port Sea Foods Company, and SOUTHPORT SEAFOODS COMPANY, a Corporation,

Defendants.

# 00000000000000000

IN THE CIRCUIT COURT OF

BALDWIN COUN TY, ALABAMA

AT LAW

0000000000 CASE NO. 2418

CECIL G. CHASON TOLEY ALABAMA ATTORNEY AT LAW

NOV 25 1954

STATE OF ALABAMA

IN THE CIRCUIT COURT OF

BALDWIN COUNTY

BALDWIN COUNTY, ALABAMA

, 1954.

AT LAW

### TC ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon MAX K. LAWRENZ, SR., Individually, and doing business as the Southport Seafoods Company, and MAX K. LAWRENZ, JR., Individually, and doing business as the Southport Seafoods Company, and the SOUTHPORT SEAFOODS COMPANY, 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 ALTON E. SCHERMER, Individually, and doing business as the Schermer Pecan Company.

Witness my hand, this 18 day of OCF

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ALTON E. SCHERMER, Individually, and doing business as the Schermer Pecan Company.

·VS.

IN THE CIRCUIT COURT OF

MAX K. LAWRENZ, SR., Individually, and doing business as the Southport SeaFoods Company, and MAX K. LAWRENZ, JR., Individually, and doing business as the

BALDWIN COUNTY, ALABAMA

and doing business as the Southport SeaFoods Company, and SCUTHPORT SEAFCODS COMPANY, A CORPORATION.

AT LAW

# COUNT ONE

The Plaintiff claims of the Defendants the sum of Twenty-Five Thousand Dollars (\$25,000.00) for that the Defendants are now, and were during the month of November, 1953, and in the interim, engaged in the business of public ware-nousemen, and storing, handling, and caring for stored products for a reward, and on to-wit, the 19th day of November, 1953, the Plaintiff stored with the Defendants in its warehouse in Gulf Shores, Alabama, L4,172 pounds of pecan products, and, on to-wit, the 20th day of November, 1953, and divers other occasions subsequent thereto, the Plaintiff stored with the Defendants in its said warehouse certain pecan products, all of which the Defendants agreed to keep for the Plaintiff and to exercise ordinary care and diligence in the care of the same; and the Plaintiff paid to the Defendants the charges required and demanded of

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suffered incalculable damage to his good reputation as a seller and shipper of pecan products and that he incurred great expense in connection with such sales, wherefore the Plaintiff claims damages for loss of reputation as a seller and shipper of pecan products during said period.

## COUNT THREE

The Plaintiff claims of the Defendants the sum of Twenty-Five Thousand Dollars (\$25,000.00) as damages for that the Defendants heretofore, on to-wit, the 13th day of November, 1953, the Defendants, acting by and through one or more of its agents, servants or employees while acting within the line and scope of their employment as such, impliedly warranted to the Plaintiff that they were properly and adequately equipped for the cold storage of pecan products and the Plaintiff, acting on this warranty of the Defendants, did store pecan products, said products being unshelled pecans and shelled pecan meats in the facilities warranted by the Defendants. And the Plaintiff further avers that the said warranty has been breached by the Defendants in that the said pecan products, while in the possession of the Defendants became damaged, molded, rotten and unfit for human consumption and that as a proximate result of said breach by said Defendants, the property of the Plaintiff became unsaleable. Plaintiff further avers that it was necessary for him to reprocess the damaged pecan products for a long period of time in order to make them saleable and fit for human consumption and that he incurred great expense in reprocessing said pecan products and that it was necessary for him to sell the pecan products at a lower market value, wherefore the Plaintiff also claims damages for the expense in reprocessing the said pecan products and for the difference in the saleable value of the reprocessed pecan products. Plaintiff further avers that he sold great quantities of the damaged pecan products and as a proximate consequence of said breach by said Defendants the Plaintiff has incurred incalculable damages to his good reputation as a seller and shipper of pecan products and that he incurred great expense as a result of the sale of the damaged pecan products, wherefore the Plaintiff claims damages for loss of reputation as a seller and shipper of pecan products during said period.

AND FOR THIS SUIT THE PLAINTIFF DEMANDS

Attorney for Plaintiff

FILED

Attorney for Plaintiff

act. 18, 1954

ALICE I. DUCK, Clock

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SUMMONS AND COMPLAINT

and doing business as the Schermer Pecan Company. ALTON E. SCHERIER, Individually,

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MAX K. LAWRENZ, SR., Individually, and doing business as Southport Seafoods Company and CORPORATION. MAX K. LAWRENZ, JR., Individually, SOUTHPORT SEAFOODS COMPANY, A Seafcods Company and and doing business as Southport

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ERNEST M. BAILEY FAIRHOPE, ALABAMA ATTORNEY AT LAW