RANDALL LAFFRE,

Plaintiff,

vs.

JAMES W. WELGOS and HUMAN ENGINEERING, INC., a Corporation,

Defendants.

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ~~ALABAMA~~ AT LAW.

NO: 2895

AMENDED COMPLAINT

The Plaintiff claims of the Defendants, separately and severally SIX HUNDRED AND NO/100 DOLLARS ($600.00) for rent of the building described as follows, viz:

> Being the ground floor portion of the premises formerly occupied by Sarah C. Hornung beginning at a point made by the intersection of the St. Louis Street side of the building and the West wall of the elevator and running Northwardly along a wall to the North wall of the building; thence Westwardly to the Northeast corner of the building; thence Southwardly to the Southwest corner of the building; thence Eastwardly along St. Louis Street to the point of beginning, together with the mezzanine area now accessible to the above described premises and now partitioned from the remaining portion of the mezzanine area adjacent to the West side of the elevator, being now known as No. 152 St. Louis Street, Mobile, Alabama,

demised by the Plaintiff to the Defendants on the 6th day of December, 1955, and ending on the 31st day of March, 1956, and Plaintiff avers that the Defendants paid the rent due for the months of December, 1955, and January, 1956, but failed to pay the rent due for the months of February, 1956, and March, 1956.

COLLINS, GALLOWAY AND MURPHY

BY: Thomas M. Galloway
Attorneys for Plaintiff

Attorney for Plaintiff.

STATE OF ALABAMA)
*
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon James W. Welgos and Human Engineering, 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 Randall Laffre.

WITNESS my hand, this 4 day of April, 1956.

Alice J. Wise
Clerk

Address of Defendants: 252 Mershon Street, Fairhope, Alabama

RANDALL LAFFRE,	*	IN THE CIRCUIT COURT OF
Plaintiff		BALDWIN COUNTY, ALABAMA
	*	
VS:		AT LAW
JAMES W. WELGOS and HUMAN ENGINEERING, INC., A Corporation,	*	NO._____
	*	
Defendants.		
	*	

COUNT ONE

The Plaintiff claims of the Defendants separately and severally SEVEN THOUSAND AND 00/100 ($7000.00) DOLLARS for the rent of the building described as

> Being the ground floor portion of the premises formerly occupied by Sarah C. Hornung beginning at a point made by the intersection of the St. Louis Street side of the building and the West wall of the elevator and running Northwardly along a wall to the North wall of the building; thence Westwardly to the NE corner of the building; thence Southwardly to the Southwest corner of the building; thence Eastwardly along St. Louis Street to the point of beginning, together with the mezzanine area now accessible to the above described premises and now partitioned from the remaining portion of the mezzanine area adjacent to the West side of the elevator, being now known as No. 152 St. Louis Street, Mobile, Alabama.

demised by the Plaintiff to the Defendant on the 6th day of December, 1955, and ending on the 31st day of December, 1957, and Plaintiff avers that by the terms of said lease the sum of SEVEN THOUSAND TWO HUNDRED AND 00/100 ($7200.00) DOLLARS was payable as consideration of such lease and said sum was to be payable in twenty-four (24) monthly payments of THREE HUNDRED AND 00/100 ($300.00) DOLLARS each which said payments were

due and payable, respectively, on the 1st day of January, 1956, and on the first day of each month thereafter and Plaintiff avers that said lease provides that should the Defendant become in default in payment of rent and remain in such default for a period of twenty (20) days after written notice shall have been sent by the Plaintiff by registered mail to the Defendants then the Plaintiff may re-enter and take complete possession of the premises, but the Defendants shall be liable for all loss or damage resulting from such default and such default, and re-entry by the Plaintiff shall not relieve the Defendants from their obligation to make monthly rental payments as prescribed in said lease, and Plaintiff further avers that the Defendants have failed and refused upon demand to make the monthly payments due for the month of February, 1956, and each month thereafter even though Plaintiff has at all times complied with his part of the provisions of said lease and Plaintiff avers that he has given twenty days written notice to the Lessees as provided in said lease, hence this suit.

COUNT TWO

Plaintiff further claims of the Defendants separately and severally the sum of FOURTEEN HUNDRED AND 00/100 ($1400.00) DOLLARS attorneys fee due and payable by the terms of the lease as set out in Count One of this complaint and Plaintiff further avers that by the terms of said lease the Defendants agreed to pay a reasonable attorneys fee as part of the expenses of collection of the amount due under said lease and Plaintiff avers that FOURTEEN HUNDRED AND 00/100 ($1400.00) DOLLARS is a reasonable attorneys fee.

COLLINS, GALLOWAY & MURPHY

BY: Thomas M. Galloway
Attorneys for Plaintiff

Address of Defendants:

252 Mershon Street, Fairhope, Alabama

RANDALL LAFFRE,	)(	IN THE CIRCUIT COURT OF
Plaintiff	)(	BALDWIN COUNTY, ALABAMA
vs.	)(	AT LAW
JAMES W. WELGOS and Human Engineering, Inc., A Corporation,	)(	Case No. 2895
Defendants	)(	

DEMURRER

Comes now the Defendants, separately and severally, and demurs to each count of the Bill of Complaint, separately and severally, and as grounds for such demurrer assigns, separately and severally, the following:

1. The Bill of Complaint does not state a cause of action.

2. The allegations of the Bill of Complaint do not disclose whether the Complaint is founded on a verbal or written contract.

3. The allegations of the Bill of Complaint are vague, indefinite and uncertain.

4. The allegations of the Bill of Complaint are vague, indefinite and uncertain in that the terms of the alleged agreement are not set forth in the Bill of Complaint.

5. The substance and terms of the alleged agreement between the Plaintiff and the Defendants are not set forth with sufficient certainty.

6. No facts are alleged to show that the alleged agreement was supported by a consideration.

7. No facts are alleged to show that the Defendants agreed to pay the amounts set forth in the Bill of Complaint.

8. No facts are alleged to show a demise of the property set forth in the Bill of Complaint or that the Defendants occupied the property under a rental agreement.

9. It affirmatively appears from the allegations of the Complaint that the Complainant has not complied with the alleged agreement.

10. The allegations of the Bill of Complaint are a conclusion of the pleader.

11. The allegations that the sum of $1400.00 is a reasonable attorney fee is a conclusion of the pleader.

Attorney for Defendants

For the trial of this cause the Defendants respectfully request a trial by jury.

Attorney for Defendants

RANDALL LAFFRE, Plaintiff, vs. JAMES W. WELGOS AND HUMAN ENGINEERING, INC., A Corporation, Defendants.	)	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA AT LAW. NO. 2895.

DEMURRER TO AMENDED ANSWER:

Now comes the Plaintiff in the above styled cause and demurs to the Defendants' amended answer heretofore filed on September 5, 1957, and to each count thereof, and as grounds for said demurrer assign the following separately and severally:

1. The said plea or answer is immaterial.
2. The said plea or answer is irrelevant.
3. The said plea or answer is immaterial and irrelevant.
4. The said plea or answer raises an immaterial issue.
5. The said Plea or answer does not say when the property was yielded up and surrendered to the Plaintiff.

COLLINS, GALLOWAY AND MURPHY

By: Thomas O. Galloway

Attorneys for Plaintiff.

RANDALL LAFFRE,	)	
Plaintiff	)	IN THE CIRCUIT COURT OF
versus	)	BALDWIN COUNTY, ALABAMA
JAMES W. WELGOS and	)	AT LAW
HUMAN ENGINEERING, INC.,	)	CASE NUMBER 2895
A Corporation,	)	
Defendants	)	

AMENDED ANSWER

Comes the Defendants in the above styled cause and for answer to the Complaint as amended, saith:

1.

That the allegations of the Complaint are untrue.

2.

That the property was yielded up and surrendered to the Plaintiff, before the lease term commenced by agreement with the Plaintiff, acting by and through his authorized agents; hence Plaintiff ought not to recover.

ATTORNEY FOR DEFENDANTS

RANDALL LAFFRE, Plaintiff, vs. JAMES W. WELGOS AND HUMAN ENGINEERING, INC., a Corporation, Defendants.	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA AT LAW. NO. 2895.

AMENDED COMPLAINT

The Plaintiff claims of the Defendants, separately and severally TWENTY-ONE HUNDRED AND NO/100 DOLLARS ($2100.00) for rent of the building described as follows, viz:

> Being the ground floor portion of the premises formerly occupied by Sarah C. Hornung beginning at a point made by the intersection of the St. Louis Street side of the building and the West wall of the elevator and running Northwardly along a wall to the North wall of the building; thence Westwardly to the Northeast corner of the building; thence Southwardly to the Southwest corner of the building; thence Eastwardly along St. Louis Street to the point of beginning, together with the mezzanine area now accessible to the above described premises and now partitioned from the remaining portion of the mezzanine area adjacent to the West side of the elevator, being now known as No. 152 St. Louis Street, Mobile, Alabama,

demised by the Plaintiff to the Defendants on the 6th day of December, 1955, and ending on the 31st day of August, 1956, and Plaintiff avers that the Defendants paid the rent due for the months of December, 1955, and January, 1956, but failed to pay the rent due for the months of February, 1956, through August, 1956, inclusive.

COLLINS, GALLOWAY AND MURPHY

BY: Thomas M. Galloway
Attorneys for Plaintiff.

Attorney for Plaintiff.

RANDALL LAFFRE,)

Plaintiff

vs.)

JAMES W. WELGOS and
HUMAN ENGINEERING, INC.,
A Corporation,)

Defendants

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW
Case No. 2895

PLEAS

Now comes the Defendants, separately and severally, and for pleas to the Complaint as last amended, and to each and every County thereof, separately and severally, assigns, separately and severally, the following:

1.

The Defandants for answer to Count One of the amended Complaint saith that the allegations of the said Count are untrue.

2.

The Defendants for answer to Count Two of the amended Complaint saith that the allegations of the said Count are untrue.

The Defendants for further answer to the Complaint as last amended and to each and every Count thereof, separately and severally, assigns, separately and severally, the following:

1.

The Defendants aver that the lease agreement, referred to in the Complaint as amended, was entered into by them as agents for H. L. McGraw, and the agreement was in fact the contract of the Plaintiff and the said H. L. McGraw, because of which the Plaintiff ought not to recover in this case.

Attorney for the Defendants

STATE OF ALABAMA)
)
COUNTY OF BALDWIN)

Before me, a notary public in and for the state of Alabama at Large, personally appeared the Defendants, James W. Welgos and

Human Engineering, Incorporated, a Corporation, acting by and through its duly authorized officer and with full authority, James W. Welgos, the Defendant in the above styled cause, who, being by me first duly sworn, says, on oath, that the facts set forth in the foregoing plea are true and correct.

James W. Welgos
JAMES W. WELGOS

HUMAN ENGINEERING, IN CORPORATED

BY James W. Welgos
Director

Sworn to and subscribed before me this the 24th day of April, 1957.

Emmet M. Bailey
NOTARY PUBLIC

I certify that I have served a copy of the within by mailing the same to Collins, Galloway and Murphy, Mobile, Alabama and James R. Owens, Esquire, Bay Minette, Alabama, Attorneys for the Plaintiff, this date, postage prepaid.

Emmet M. Bailey
Attorney for the Defendants

RANDALL LAFFRE, Plaintiff, vs. JAMES W. WELGOS and HUMAN ENGINEERING, INC., A Corporation, Defendants.	I	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA AT LAW. NO. 2895.

DEMURRER

Now comes the Plaintiff, by his Attorneys, and demurs to the Pleas of the Defendants heretofore filed to the Complaint as last amended, and to each and every plea thereof, separately and severally, and as grounds for said demurrer assigns the following, separately and severally:

1. Said plea does not constitute a defense to the Complaint as amended.

2. The said plea raises an immaterial issue.

3. Said plea is immaterial.

4. The said plea does not constitute a defense to the Complaint as amended and raises an immaterial issue.

COLLINS, GALLOWAY AND MURPHY

BY: Thomas M. Galloway

Joan R. [illegible]

Attorneys for Plaintiff.