

STATE OF ALABAMA)
 *
BALDWIN COUNTY)

3686

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon G. W. HALLMARK & SONS, a partnership composed of G. W. Hallmark, Jr., E. C. Hallmark and H. W. Hallmark; G. W. HALLMARK, JR., E. C. HALLMARK, H. W. HALLMARK and UNITED STATES FIDELITY AND GUARANTY 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 place of holding the same, then and there to answer the complaint of THE PUBLIC BUILDING AUTHORITY OF THE CITY OF BAY MINETTE, ALABAMA, a corporation.

WITNESS my hand this 24th day of October, 1958.

Deirdre L. ...
Clerk.

THE PUBLIC BUILDING AUTHORITY ¶
OF THE CITY OF BAY MINETTE, ¶
ALABAMA, a corporation, ¶

 Plaintiff, ¶

 vs. ¶

G. W. HALLMARK & SONS, a part- ¶
nership composed of G. W. ¶
Hallmark, Jr., E. C. Hallmark ¶
and H. W. Hallmark; G. W. ¶
HALLMARK, JR., E. C. HALLMARK, ¶
H. W. HALLMARK and UNITED ¶
STATES FIDELITY & GUARANTY ¶
COMPANY, a corporation, ¶

 Defendants. ¶

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW.

COUNT ONE:

The Plaintiff claims of the Defendants TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) for the breach of the condition of a bond made by the Defendants on the 6th day of January, 1956, payable to the Plaintiff in the sum of Two Hundred Forty-four Thousand, Nine Hundred Sixty and no/100 Dollars (\$244,960.00) with the condition that the Defendants, G. W. Hallmark & Sons, a partnership composed of G. W. Hallmark, Jr., E. C. Hallmark and H. W. Hallmark, and G. W. Hallmark, E. C. Hallmark and H. W. Hallmark, individually, would

indemnify the Plaintiff for all loss that it might sustain by reason of the said Defendants' failure to comply with any of the terms of a written contract for the construction of a municipal building in Bay Minette, Alabama, which contract was dated January 6, 1956. The Plaintiff alleges that the condition of the said bond has been broken by the Defendants, G. W. Hallmark & Sons, a partnership composed of G. W. Hallmark, Jr., E. C. Hallmark and H. W. Hallmark, and G. W. Hallmark, Jr., E. C. Hallmark and H. W. Hallmark, individually in this: That the said Defendants have not indemnified the Plaintiff for all losses that it has sustained by reason of their failure to comply with the terms of the contract hereinabove referred to. The Plaintiff further alleges that it has sustained a loss in the amount of Twenty-five Thousand Dollars (\$25,000.00) by reason of the failure of the said Defendants, G. W. Hallmark & Sons, a partnership composed of G. W. Hallmark, Jr., E. C. Hallmark and H. W. Hallmark, and G. W. Hallmark, Jr., E. C. Hallmark and H. W. Hallmark, individually, to comply with the terms and conditions of the contract hereinabove referred to and that the said Defendants failed to comply with the said contract as follows:

1. The Defendants failed to complete said building in a substantial and workmanlike manner; and, to the contrary the work was done in an unsubstantial and unworkmanlike manner and not according to plans, blueprints and specifications in that they did fail to do the following:

- (a) The South wall of the clerk's office, billing room and vault was installed improperly, causing it to leak.
- (b) The roof was improperly installed causing it to leak in several places.
- (c) The floor in the lobby of said building was improperly installed and finished, causing it to crack.
- (d) The controls for the air conditioning system of the said building were not finished or properly installed;

and the said Defendants have failed and refused to repair the errors and omissions hereinabove noted even though they have been requested on numerous occasions to do so, WHEREFORE, Plaintiff asks judgment in the above amount.

J. B. Blackburn
Attorney for Plaintiff.

Plaintiff demands a trial by
jury of said cause.

J. B. Blackburn
Attorney for Plaintiff.

3686

SUMMONS AND COMPLAINT

THE PUBLIC BUILDING AUTHORITY
OF THE CITY OF BAY MINETTE,
ALABAMA, a corporation,

Plaintiff,

vs.

G. W. HALLMARK & SONS, a partner-
ship composed of G. W. Hallmark,
Jr., E. C. Hallmark and H. W.
Hallmark; G. W. HALLMARK, JR.,
E. C. HALLMARK, H. W. HALLMARK
and UNITED STATES FIDELITY &
GUARANTY COMPANY, a corporation,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW.

FILED

OCT 24 1958

ALICE J. DUCK, CLERK
REGISTER

J. B. BLACKBURN

ATTORNEY AT LAW

BAY MINETTE, ALABAMA

THE PUBLIC BUILDING AUTHORITY
OF THE CITY OF BAY MINETTE,
ALABAMA, a corporation,

PLAINTIFF

VS.

G. W. HALLMARK & SONS, et al,

DEFENDANTS

IN THE CIRCUIT COURT

OF BALDWIN COUNTY,

ALABAMA

AT LAW

DEMURRER

Now come the defendants in the above styled cause and file this
their demurrer to each and every count of the complaint and for grounds
of demurrer, separately and severally, assign the following:

1. That there is a misjoinder of parties defendants.
2. That the allegations of the complaint are vague, indefinite
and uncertain.
3. That the complaint fails to state a cause of action upon
which the plaintiff can recover.
4. That the allegations of the complaint are mere conclusions
of the pleader.
5. That the allegations of the complaint are conclusions of
fact.
6. That the allegations of the complaint are conclusions of
law.

Cato and Hicks
210 Brown Marx Building
Birmingham, Alabama

Filed 11-3-58

CATO and HICKS
BY: *[Signature]*
Attorneys for Defendants

FAIRFAX 2-5711

LEWIS K. CATO
DAVID E. HICKS
—
HENRY B. WELCH

October 31, 1958

Clerk of the Circuit Court
of Baldwin County
Court House
Bay Minette, Alabama

Dear Sir:

Re: The Public Bldg. Authority of the
City of Bay Minette, Alabama, a Corp.
vs.
G.W. Hallmark & Sons, et al

I enclose a demurrer in the above case.

Please stamp on the copy of the demurrer which I enclose with the original the fact that demurrer has been filed in your office and return to this office. I enclose a self-addressed, stamped envelope for your convenience.

Yours very truly,

LKC/bf
Enc.

Lewis K. Cato

cc: Mr. J.B. Blackburn, Atty
Bay Minette, Ala.

U.S.F. & G.
First National Bldg.
Birmingham, Ala.

G.W. Hallmark & Sons
3212 Sixth Avenue, South
Birmingham, Alabama

STATE OF ALABAMA)
*
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon G. W. HALLMARK & SONS, a partnership composed of G. W. Hallmark, Jr., E. C. Hallmark and H. W. Hallmark; G. W. HALLMARK, JR., E. C. HALLMARK, H. W. HALLMARK and UNITED STATES FIDELITY AND GUARANTY 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 place of holding the same, then and there to answer the complaint of THE PUBLIC BUILDING AUTHORITY OF THE CITY OF BAY MINETTE, ALABAMA, a corporation.

WITNESS my hand this 24th day of October, 1958.

Reice J. Duck
Clerk.

THE PUBLIC BUILDING AUTHORITY
OF THE CITY OF BAY MINETTE,
ALABAMA, a corporation,

Plaintiff,

vs.

G. W. HALLMARK & SONS, a part-
nership composed of G. W.
Hallmark, Jr., E. C. Hallmark
and H. W. Hallmark; G. W.
HALLMARK, JR., E. C. HALLMARK,
H. W. HALLMARK and UNITED
STATES FIDELITY & GUARANTY
COMPANY, a corporation,

Defendants.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW.

COUNT ONE:

The Plaintiff claims of the Defendants TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) for the breach of the condition of a bond made by the Defendants on the 6th day of January, 1956, payable to the Plaintiff in the sum of Two Hundred Forty-four Thousand, Nine Hundred Sixty and no/100 Dollars (\$244,960.00) with the condition that the Defendants, G. W. Hallmark & Sons, a partnership composed of G. W. Hallmark, Jr., E. C. Hallmark and H. W. Hallmark, and G. W. Hallmark, E. C. Hallmark and H. W. Hallmark, individually, would

indemnify the Plaintiff for all loss that it might sustain by reason of the said Defendants' failure to comply with any of the terms of a written contract for the construction of a municipal building in Bay Minette, Alabama, which contract was dated January 6, 1956. The Plaintiff alleges that the condition of the said bond has been broken by the Defendants, G. W. Hallmark & Sons, a partnership composed of G. W. Hallmark, Jr., E. C. Hallmark and H. W. Hallmark, and G. W. Hallmark, Jr., E. C. Hallmark and H. W. Hallmark, individually in this: That the said Defendants have not indemnified the Plaintiff for all losses that it has sustained by reason of their failure to comply with the terms of the contract hereinabove referred to. The Plaintiff further alleges that it has sustained a loss in the amount of Twenty-five Thousand Dollars (\$25,000.00) by reason of the failure of the said Defendants, G. W. Hallmark & Sons, a partnership composed of G. W. Hallmark, Jr., E. C. Hallmark and H. W. Hallmark, and G. W. Hallmark, Jr., E. C. Hallmark and H. W. Hallmark, individually, to comply with the terms and conditions of the contract hereinabove referred to and that the said Defendants failed to comply with the said contract as follows:

1. The Defendants failed to complete said building in a substantial and workmanlike manner; and, to the contrary the work was done in an unsubstantial and unworkmanlike manner and not according to plans, blueprints and specifications in that they did fail to do the following:

- (a) The South wall of the clerk's office, billing room and vault was installed improperly, causing it to leak.
- (b) The roof was improperly installed causing it to leak in several places.
- (c) The floor in the lobby of said building was improperly installed and finished, causing it to crack.
- (d) The controls for the air conditioning system of the said building were not finished or properly installed;

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and the said Defendants have failed and refused to repair the errors and omissions hereinabove noted even though they have been requested on numerous occasions to do so, WHEREFORE, Plaintiff asks judgment in the above amount.

J. B. Blackburn
Attorney for Plaintiff.

Plaintiff demands a trial by jury of said cause.

J. B. Blackburn
Attorney for Plaintiff.

STATE OF ALABAMA)
 *
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon G. W. HALLMARK & SONS, a partnership composed of G. W. Hallmark, Jr., E. C. Hallmark and H. W. Hallmark; G. W. HALLMARK, JR., E. C. HALLMARK, H. W. HALLMARK and UNITED STATES FIDELITY AND GUARANTY 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 place of holding the same, then and there to answer the complaint of THE PUBLIC BUILDING AUTHORITY OF THE CITY OF BAY MINETTE, ALABAMA, a corporation.

WITNESS my hand this 24th day of October, 1958.

Allice L. Luck
Clerk.

THE PUBLIC BUILDING AUTHORITY |
OF THE CITY OF BAY MINETTE, |
ALABAMA, a corporation, |
 Plaintiff, |

vs. |

G. W. HALLMARK & SONS, a part- |
nership composed of G. W. |
Hallmark, Jr., E. C. Hallmark |
and H. W. Hallmark; G. W. |
HALLMARK, JR., E. C. HALLMARK, |
H. W. HALLMARK and UNITED |
STATES FIDELITY & GUARANTY |
COMPANY, a corporation, |
 Defendants. |

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW.

COUNT ONE:

The Plaintiff claims of the Defendants TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) for the breach of the condition of a bond made by the Defendants on the 6th day of January, 1956, payable to the Plaintiff in the sum of Two Hundred Forty-four Thousand, Nine Hundred Sixty and no/100 Dollars (\$244,960.00) with the condition that the Defendants, G. W. Hallmark & Sons, a partnership composed of G. W. Hallmark, Jr., E. C. Hallmark and H. W. Hallmark, and G. W. Hallmark, E. C. Hallmark and H. W. Hallmark, individually, would

indemnify the Plaintiff for all loss that it might sustain by reason of the said Defendants' failure to comply with any of the terms of a written contract for the construction of a municipal building in Bay Minette, Alabama, which contract was dated January 6, 1956. The Plaintiff alleges that the condition of the said bond has been broken by the Defendants, G. W. Hallmark & Sons, a partnership composed of G. W. Hallmark, Jr., E. C. Hallmark and H. W. Hallmark, and G. W. Hallmark, Jr., E. C. Hallmark and H. W. Hallmark, individually in this: That the said Defendants have not indemnified the Plaintiff for all losses that it has sustained by reason of their failure to comply with the terms of the contract hereinabove referred to. The Plaintiff further alleges that it has sustained a loss in the amount of Twenty-five Thousand Dollars (\$25,000.00) by reason of the failure of the said Defendants, G. W. Hallmark & Sons, a partnership composed of G. W. Hallmark, Jr., E. C. Hallmark and H. W. Hallmark, and G. W. Hallmark, Jr., E. C. Hallmark and H. W. Hallmark, individually, to comply with the terms and conditions of the contract hereinabove referred to and that the said Defendants failed to comply with the said contract as follows:

1. The Defendants failed to complete said building in a substantial and workmanlike manner; and, to the contrary the work was done in an unsubstantial and unworkmanlike manner and not according to plans, blueprints and specifications in that they did fail to do the following:

- (a) The South wall of the clerk's office, billing room and vault was installed improperly, causing it to leak.
- (b) The roof was improperly installed causing it to leak in several places.
- (c) The floor in the lobby of said building was improperly installed and finished, causing it to crack.
- (d) The controls for the air conditioning system of the said building were not finished or properly installed;

and the said Defendants have failed and refused to repair the errors and omissions hereinabove noted even though they have been requested on numerous occasions to do so, WHEREFORE, Plaintiff asks judgment in the above amount.

J. B. Blackburn
Attorney for Plaintiff.

Plaintiff demands a trial by jury of said cause.

J. B. Blackburn
Attorney for Plaintiff.

FILED

W.D. No. 23

STATE OF ALABAMA)
*
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon G. W. HALLMARK & SONS, a partnership composed of G. W. Hallmark, Jr., E. C. Hallmark and H. W. Hallmark; G. W. HALLMARK, JR., E. C. HALLMARK, H. W. HALLMARK and UNITED STATES FIDELITY AND GUARANTY 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 place of holding the same, then and there to answer the complaint of THE PUBLIC BUILDING AUTHORITY OF THE CITY OF BAY MINETTE, ALABAMA, a corporation.

WITNESS my hand this 24th day of October, 1958.

Deirdre J. Hush
Clerk.

THE PUBLIC BUILDING AUTHORITY
OF THE CITY OF BAY MINETTE,
ALABAMA, a corporation,
Plaintiff,

vs.

G. W. HALLMARK & SONS, a part-
nership composed of G. W.
Hallmark, Jr., E. C. Hallmark
and H. W. Hallmark; G. W.
HALLMARK, JR., E. C. HALLMARK,
H. W. HALLMARK and UNITED
STATES FIDELITY & GUARANTY
COMPANY, a corporation,

Defendants.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW.

COUNT ONE:

The Plaintiff claims of the Defendants TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) for the breach of the condition of a bond made by the Defendants on the 6th day of January, 1956, payable to the Plaintiff in the sum of Two Hundred Forty-four Thousand, Nine Hundred Sixty and no/100 Dollars (\$244,960.00) with the condition that the Defendants, G. W. Hallmark & Sons, a partnership composed of G. W. Hallmark, Jr., E. C. Hallmark and H. W. Hallmark, and G. W. Hallmark, E. C. Hallmark and H. W. Hallmark, individually, would

indemnify the Plaintiff for all loss that it might sustain by reason of the said Defendants' failure to comply with any of the terms of a written contract for the construction of a municipal building in Bay Minette, Alabama, which contract was dated January 6, 1956.

The Plaintiff alleges that the condition of the said bond has been broken by the Defendants, G. W. Hallmark & Sons, a partnership composed of G. W. Hallmark, Jr., E. C. Hallmark and H. W. Hallmark, and G. W. Hallmark, Jr., E. C. Hallmark and H. W. Hallmark, individually in this: That the said Defendants have not indemnified the Plaintiff for all losses that it has sustained by reason of their failure to comply with the terms of the contract hereinabove referred to. The Plaintiff further alleges that it has sustained a loss in the amount of Twenty-five Thousand Dollars (\$25,000.00) by reason of the failure of the said Defendants, G. W. Hallmark & Sons, a partnership composed of G. W. Hallmark, Jr., E. C. Hallmark and H. W. Hallmark, and G. W. Hallmark, Jr., E. C. Hallmark and H. W. Hallmark, individually, to comply with the terms and conditions of the contract hereinabove referred to and that the said Defendants failed to comply with the said contract as follows:

1. The Defendants failed to complete said building in a substantial and workmanlike manner; and, to the contrary the work was done in an unsubstantial and unworkmanlike manner and not according to plans, blueprints and specifications in that they did fail to do the following:

- (a) The South wall of the clerk's office, billing room and vault was installed improperly, causing it to leak.
- (b) The roof was improperly installed causing it to leak in several places.
- (c) The floor in the lobby of said building was improperly installed and finished, causing it to crack.
- (d) The controls for the air conditioning system of the said building were not finished or properly installed;

and the said Defendants have failed and refused to repair the errors and omissions hereinabove noted even though they have been requested on numerous occasions to do so, WHEREFORE, Plaintiff asks judgment in the above amount.

200
J. B. Blackburn
Attorney for Plaintiff.

Plaintiff demands a trial by jury of said cause.

J. B. Blackburn
Attorney for Plaintiff.

STATE OF ALABAMA)
 *
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon G. W. HALLMARK & SONS, a partnership composed of G. W. Hallmark, Jr., E. C. Hallmark and H. W. Hallmark; G. W. HALLMARK, JR., E. C. HALLMARK, H. W. HALLMARK and UNITED STATES FIDELITY AND GUARANTY 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 place of holding the same, then and there to answer the complaint of THE PUBLIC BUILDING AUTHORITY OF THE CITY OF BAY MINETTE, ALABAMA, a corporation.

WITNESS my hand this 24th day of October, 1958.

Robert L. Duck
Clerk.

THE PUBLIC BUILDING AUTHORITY
OF THE CITY OF BAY MINETTE,
ALABAMA, a corporation,

Plaintiff,

vs.

G. W. HALLMARK & SONS, a part-
nership composed of G. W.
Hallmark, Jr., E. C. Hallmark
and H. W. Hallmark; G. W.
HALLMARK, JR., E. C. HALLMARK,
H. W. HALLMARK and UNITED
STATES FIDELITY & GUARANTY
COMPANY, a corporation,

Defendants.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW.

COUNT ONE:

The Plaintiff claims of the Defendants TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) for the breach of the condition of a bond made by the Defendants on the 6th day of January, 1956, payable to the Plaintiff in the sum of Two Hundred Forty-four Thousand, Nine Hundred Sixty and no/100 Dollars (\$244,960.00) with the condition that the Defendants, G. W. Hallmark & Sons, a partnership composed of G. W. Hallmark, Jr., E. C. Hallmark and H. W. Hallmark, and G. W. Hallmark, E. C. Hallmark and H. W. Hallmark, individually, would

indemnify the Plaintiff for all loss that it might sustain by reason of the said Defendants' failure to comply with any of the terms of a written contract for the construction of a municipal building in Bay Minette, Alabama, which contract was dated January 6, 1956.

The Plaintiff alleges that the condition of the said bond has been broken by the Defendants, G. W. Hallmark & Sons, a partnership composed of G. W. Hallmark, Jr., E. C. Hallmark and H. W. Hallmark, and G. W. Hallmark, Jr., E. C. Hallmark and H. W. Hallmark, individually in this: That the said Defendants have not indemnified the Plaintiff for all losses that it has sustained by reason of their failure to comply with the terms of the contract hereinabove referred to. The Plaintiff further alleges that it has sustained a loss in the amount of Twenty-five Thousand Dollars (\$25,000.00) by reason of the failure of the said Defendants, G. W. Hallmark & Sons, a partnership composed of G. W. Hallmark, Jr., E. C. Hallmark and H. W. Hallmark, and G. W. Hallmark, Jr., E. C. Hallmark and H. W. Hallmark, individually, to comply with the terms and conditions of the contract hereinabove referred to and that the said Defendants failed to comply with the said contract as follows:

1. The Defendants failed to complete said building in a substantial and workmanlike manner; and, to the contrary the work was done in an unsubstantial and unworkmanlike manner and not according to plans, blueprints and specifications in that they did fail to do the following:

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- (c) The floor in the lobby of said building was improperly installed and finished, causing it to crack.
- (d) The controls for the air conditioning system of the said building were not finished or properly installed;

and the said Defendants have failed and refused to repair the errors and omissions hereinabove noted even though they have been requested on numerous occasions to do so, WHEREFORE, Plaintiff asks judgment in the above amount.

J. B. Blackburn
Attorney for Plaintiff.

Plaintiff demands a trial by
jury of said cause.

J. B. Blackburn
Attorney for Plaintiff.

FILED
1907
RECEIVED
CLERK

TO ANY SHERIFF OF THE STATE OF ALABAMA:

WITNESS my hand this 24th day of October, 1958.

Arvid L. Erick
Clerk.

[illegible]

IN THE CIRCUIT COURT OF



BALDWIN COUNTY, ALABAMA

232

Defendants:

COURT ONE:

The Plaintiff claims of the Defendants TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) for the breach of the condition of a bond made by the Defendants on the 6th day of January, 1956, payable to the Plaintiff in the sum of Two Hundred Forty-four Thousand, Nine Hundred Sixty and no/100 Dollars (\$244,960.00) with the condition that the Defendants, G. W. Hallmark & Sons, a partnership composed of G. W. Hallmark, Jr., E. C. Hallmark and H. W. Hallmark, and G. W. Hallmark, E. C. Hallmark and H. W. Hallmark, individually, would

indemnify the Plaintiff for all loss that it might sustain by reason of the said Defendants' failure to comply with any of the terms of a written contract for the construction of a municipal building in Bay Minette, Alabama, which contract was dated January 6, 1956. The Plaintiff alleges that the condition of the said bond has been broken by the Defendants, G. W. Hallmark & Sons, a partnership composed of G. W. Hallmark, Jr., E. C. Hallmark and H. W. Hallmark, and G. W. Hallmark, Jr., E. C. Hallmark and H. W. Hallmark, individually in this: That the said Defendants have not indemnified the Plaintiff for all losses that it has sustained by reason of their failure to comply with the terms of the contract hereinabove referred to. The Plaintiff further alleges that it has sustained a loss in the amount of Twenty-five Thousand Dollars (\$25,000.00) by reason of the failure of the said Defendants, G. W. Hallmark & Sons, a partnership composed of G. W. Hallmark, Jr., E. C. Hallmark and H. W. Hallmark, and G. W. Hallmark, Jr., E. C. Hallmark and H. W. Hallmark, individually, to comply with the terms and conditions of the contract hereinabove referred to and that the said Defendants failed to comply with the said contract as follows:

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- (c) The floor in the lobby of said building was improperly installed and finished, causing it to crack.
- (d) The controls for the air conditioning system of the said building were not finished or properly installed;

and the said Defendants have failed and refused to repair the errors and omissions hereinabove noted even though they have been requested on numerous occasions to do so, WHEREFORE, Plaintiff asks judgment in the above amount.

J. B. Blackburn
Attorney for Plaintiff.

Plaintiff demands a trial by jury of said cause.

J. B. Blackburn
Attorney for Plaintiff.