

no. 3816 Blackmore vs. Bell.

JURY LIST SPRING TERM MARCH 14, 1960

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MRS. ANNIE BLACKMON	I	IN THE CIRCUIT COURT OF
PLAINTIFF	I	
VS	I	BALDWIN COUNTY, ALABAMA,
E. P. BELL, d/b/a BELL INSURANCE AGENCY,	I	
DEFENDANT	I	AT LAW

Comes the defendant in the above styled cause and file additional demurrers and as grounds therefor says:

1. For ought that appears from the said complaint the allegations therein contained are mere conclusions of the pleader.
2. For ought that appears from the said complaint the house on which plaintiff seeks damages for an alleged breach of contract to build is not the house constructed by defendant.
4. For ought that appears from the said complaint the plaintiff failed to fulfill her part of the alleged contract.
5. For ought that appears from the said complaint it is a mere conclusion of the pleader that the house was not constructed in a workmanlike manner.
6. For ought that appears from the said complaint it is a mere conclusion of the plaintiff that the water comes into the house through the walls.
7. For ought that appears from the complaint it is a mere conclusion that the tile and plaster is breacking all over the house.
8. For ought that appears from the said complaint it is a mere conclusion of the plaintiff that the house is almost uninhabitable.
9. For ought that appears from the said complaint the alleged breach of contract causing the damages sued for are not the result of the failure of defendant to perform said work in a workmanlike manner.
10. For ought that appears

10. That the allegations therein contained are prolix, frivolous and immaterial.

11. That the damages sought are speculative and are based upon mere conjecture.

12. That it affirmatively appears from the said complaint that the damages sought are speculative and are based upon mere conjecture.

13. For ought that appears from said complaint the alleged damages complained of as constituting a breach of contract were caused by plaintiff.

14. For ought that appears from said complaint the defendant has fully performed all requirements of him under the alleged contract.

15. For ought that appears from said complaint, the defendant has fully performed all obligations cast upon him by the terms of said alleged contract.

16. That said house was accepted by plaintiff upon her moving into the house and accepting it as completed in accordance with the plans and specifications.

17. For ought that appears from said complaint the defendant has substantially performed all requirements of him under said alleged contract.

18. For ought that appears from said complaint defendant completed the work on said house in full compliance with the alleged plans and specifications.

19. For ought that appears from said complaint, the defendant performed the work in a workmanlike manner.

20. For ought that appears from said complaint, defendant fully performed the work for which he was paid to do.

21. For ought that appears from said complaint, plaintiff has suffered no damages which are the proximate result of any breach of contract on the part of the defendant.

22. For ought that appears from said complaint, the defendant has furnished plaintiff with a completed building valued in excess of the amount called for by the alleged contract existing between plaintiff and defendant.

Filed
10-20-59

BEEBE & SWEARINGEN

BY *F. B. Swearingen*
Attorney for defendant

38/6

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FILED
OCT 20 1959
ALICE L. LEE

RECORDED FOR REFERENCE

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ANNIE BLACKMON,

COMPLAINANT

VS

E. P. BELL d/b/a BELL INS.
AGENCY

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

IN EQUITY

Comes the defendant in the above styled cause and
demurring to the complainant's bill of complaint says;

1. The said complaint states no cause of action.

Beebe & Swearingen

By W. C. Beebe
Solicitor for defendant

Filed
4-30-59

[illegible][illegible][illegible]

FILED

APR 30 1959

ALICE J. DUCK, CLERK
REGISTER.

State of Alabama
County of Baldwin

To any Sheriff of the State of Alabama:

You are hereby commanded to summon E. P. Bell d/b/a Bell Insurance Agency to appear and plead, answer or demur within thirty days to the Bill of Complaint filed in the Circuit Court of said County by Mrs. Annie Blackmon as Plaintiff and against E. P. Bell d/b/a Bell Insurance Agency as Defendant.

Witness my hand, this 18 day of April 1959.

Alice J. Luck
Clerk

64-21-29
Mrs. Annie Blackmon
Plaintiff

Vs

E. P. Bell d/b/a Bell
Insurance Agency
Defendant

In the Circuit Court of
Baldwin County, Alabama
At Law. No. _____

The Plaintiff claims of the Defendant Two Thousand dollars as damages for the breach by the Defendant of a written contract entered into on to wit the 8th day of October, 1957, between the Plaintiff and the Defendant, in which the Plaintiff contracted to give the Defendant a Warranty deed to certain lands, (77 acres including improvements) in Section 35, T1N, R3E, Baldwin County, Alabama, in return for Lot 1 in Block 2, Corley's Subdivision #2, Bay Minette, Alabama and the construction on said lot of a house, constructed of stated materials and "in a workmanlike manner", by the Defendant. The Plaintiff gave the Defendant a deed to said land as contracted for and the Defendant constructed a house, but not in a workmanlike manner. Water comes into the house through the walls and the tile and plaster is breaking all over the house, causing said house to be almost uninhabitable. The land and buildings traded by the Plaintiff to the Defendant in return for said house and lot, were very valuable and the Plaintiff has suffered a great loss by the house she traded for being built of very poor material and in a shabby manner, in direct violation of said contract, all to the damage of the Plaintiff as aforesaid. The Plaintiff is not familiar with building materials and construction, enabling the Defendant, a building Contractor to build such a house and trade it to her. The Defendant has failed and refused to remedy said situation on demand. The Plaintiff is an old and semi illiterate woman, while the Defendant is a Real Estate and Insurance agent, adept at meeting and trading with the public. The Plaintiff by said trade has given up her old home to the Defendant and is in a position of having lost at least the amount of this suit by the failure of the Defendant to build her a nice, good home as agreed upon. Hence this suit.

Robert F. McFarley
Attorney for the Plaintiff

Plaintiff demands a trial by jury.

Robert F. McFarley
Attorney for the Plaintiff

3816

Mrs. Annie Blackmon
Plaintiff

Vs

E. P. Bell d/b/a Bell
Insurance Agency

Defendant

Summons and Complaint

FILED

APR 18 1957

ALICE J. DUCK, CLERK
REGISTER

Received 18 day of April 1957

and on 21 day of April 1957

I served a copy of the within A & C

on E. P. Bell

By service on E P Bell

TAYLOR WILKINS, Sheriff
By D. A. Talbert D.

MRS. ANNIE BLACKMON

PLAINTIFF

VS

E. P. BELL, d/b/a BELL
INSURANCE AGENCY,

IN THE CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

AT LAW

NUMBER: 3816

Comes the Defendant in the above styled cause and assigns the following demurrers separately and severally:

1. Plaintiff states no cause of action.
2. For that the Complaint contains scandalous matter.
3. For ought that appears from said complaint, Plaintiff has suffered no damages which are the proximate result of any breach of contract on the part of the defendant.
4. For ought that appears from said complaint defendant completed the work on said house in full compliance with the alleged plans and specifications.
5. For ought that appears from said complaint the defendant has substantially performed all requirements of him under said alleged contract.
6. For ought that appears from said complaint, the defendant has fully performed all obligations cast upon him by the terms of said alleged contract.
7. That it affirmatively appears from the said complaint that the damages sought are speculative and are based upon mere conjecture.
8. That the allegations therein contained are prolix, frivolous and immaterial.
9. For ought that appears from the said complaint it is a mere conclusion of the plaintiff that the house is almost uninhabitable.
10. For ought that appears from the said complaint it is a mere conclusion of the pleader that the house was not constructed in a workmanlike manner.

FILED

JAN 13 1960

ALICE J. DUCK, CLERK
REGISTER

Wilson Hay
Attorney for Defendant

filed
1-13-68