

R. E. STACEY,)	
)	
Plaintiff,)	
VS.	)	IN THE CIRCUIT COURT OF
	)	BALDWIN COUNTY, ALABAMA
INDEPENDENT ROOFING & CON-)	
TRACTING COMPANY, a cor-	)	AT LAW
poration,	)	NO. 4141
)	
Defendant.)	

DEMURRER TO AMENDED COMPLAINT

Now comes the defendant and demurs to the complaint as last amended (the amended complaint filed on August 16, 1960) and as grounds of such demurrer assigns, separately and severally, the following:

1. It does not state a cause of action.
2. No facts are alleged on which the relief sought can be granted.
3. No facts are alleged to show that the alleged covenant has been breached by the defendant.
4. No facts are alleged to show that the alleged leaks were due to any defect in workmanship or material in the application of the roof by the defendant on the plaintiff's building.
5. It does not allege any facts to show the date of the alleged breach of covenant by the defendant.
6. It does not allege any facts to show when the alleged leakage occurred.
7. It does not allege any facts to show how the defendant breached the alleged covenant.
8. No facts are alleged to show that the plaintiff's damages were caused by any breach of the alleged covenant by the defendant.
9. The allegations of the amended complaint are vague, indefinite and uncertain.
10. The allegations of the amended complaint are conclusions of the pleader.
11. No facts are alleged to describe the defects in materials.

12. No facts are alleged to describe the defects in workmanship.

13. The allegations of the amended complaint are vague, indefinite and uncertain in that no facts are alleged to show the alleged defects in workmanship and materials.

J. T. Blackburn

HOWELL, JOHNSTON AND LANGFORD

By T. O. Howell

(B)
Attorneys for Defendant

FILED

AUG 16 1937

ALICE L. DUCK, CLERK
REGISTER

DEMURRER TO AMENDED COMPLAINT

R. E. STACEY,

Plaintiff,

VS.

INDEPENDENT ROOFING & CONTRACTING
COMPANY, a corporation,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 4141

FILED

AUG 16 1980

AUG 16 1980
CLERK
REGISTER

R. E. STACEY,)	
	)	IN THE CIRCUIT COURT OF
VS.	)	BALDWIN COUNTY, ALABAMA
	)	AT LAW
INDEPENDENT ROOFING & CON-	)	NO. 4141
TRACTING COMPANY, a cor-)	
poration,)	
)	
Defendant.)	

DEMURRER TO AMENDED COMPLAINT

Now comes the defendant and demurs to the amended complaint heretofore filed in this cause and as grounds of such demurrer assigns, separately and severally, the following:

1. It does not state a cause of action.
2. No facts are alleged on which the relief sought can be granted.
3. No facts are alleged to show that the alleged covenant has been breached by the defendant.
4. No facts are alleged to show that the alleged leaks were due to any defect in workmanship or material in the application of the roof by the defendant on the plaintiff's building.
5. It does not allege any facts to show the date of the alleged breach of covenant by the defendant.
6. It does not allege any facts to show when the alleged leakage occurred.
7. It does not allege any facts to show how the defendant breached the alleged covenant.
8. No facts are alleged to show that the plaintiff's damages were caused by any breach of the alleged covenant by the defendant.
9. The allegations of the amended complaint are vague, indefinite and uncertain.
10. The allegations of the amended complaint are conclusions of the pleader.

J. B. Blankenship
 HOWELL, JOHNSTON AND LANGFORD
 By *T. O. Howell*
 Attorneys for Defendant

Filed
8-12-60

DEMURRER TO AMENDED COMPLAINT

R. E. STACEY,

Plaintiff,

VS.

INDEPENDENT ROOFING & CONTRACT-
ING COMPANY, a corporation,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

NO. 4141

Filed 8-12-
1960

[Signature]
Judge

R. E. Stacey,
PLAINTIFF,

vs

Independent Roofing & Contracting
Company, a corporation,
DEFENDANT.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW, NO. 4141

AMENDMENT

Comes the plaintiff in the above styled action, and amends
his amended complaint heretofore filed so that same shall read
as follows:

COMPLAINT

Plaintiff claims of the defendant One Thousand Five Hundred
and No/100 (\$1,500.00) Dollars for the breach of a covenant entered
into by it on the 15th day of October, 1956, a copy of said covenant
being attached hereto, marked "Exhibit A", and made a part hereof
by reference as though fully set forth herein; said breach of said
covenant being in substance this: that defendant promised to re-
pair any leakage occuring in the roof of a certain two story build-
ing (on the Northeast corner of Block Thirty-one in the City of
Foley, Alabama, being commonly known as the Gate Way Hotel, and
being owned by the plaintiff) due to defects in workmanship or
materials of the defendant in application of roofing on said build-
ing; that in May, 1959 leakage did occur in the roof of
said two story building on the Northeast corner of Block Thirty-
one in the City of Foley, Alabama, being commonly known as the
Gate Way Hotel, and being owned by the plaintiff, due to defects
in workmanship or materials of the defendant in application of
roofing on said building; that the defendant, after notice, wholly
failed or refused to repair or correct the leakage occuring in the
roof of said two-story building on the Northeast corner of Block
Thirty-one in the City of Foley, Alabama, and being owned by the
plaintiff; that plaintiff was forced to repair and correct said
leakage at his own expense, all to his damage, and in breach of
said covenant, hence this suit.

FILED

AUG 16 -60

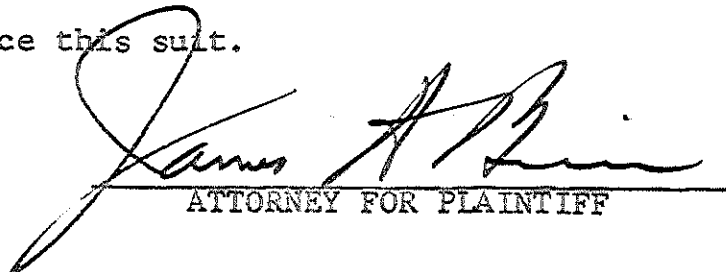
ALICE J. DUCK, CLERK
REGISTER


Attorney for Plaintiff

R. E. STACEY,) IN THE CIRCUIT COURT OF
PLAINTIFF,) BALDWIN COUNTY, ALABAMA
VS.) AT LAW.
INDEPENDENT ROOFING & CONTRACTING)
COMPANY, a corporation,)
DEFENDANT.

C O M P L A I N T

The plaintiff claims from the defendant One Thousand Five Hundred and No/100 (\$1,500.00) Dollars for the breach of a covenant entered into by it on the 15th day of October, 1956, by which the defendant promises to repair or correct any leakage occurring in the roof of a certain two-story brick-wood frame structure without cost to the plaintiff for a period of ten (10) years from the date of the covenant; and plaintiff avers that leakage due to defects in workmanship or materials in application of the roof on said building did occur, that notice of same was given to defendant but that defendant failed or refused to repair or correct the leakage; that plaintiff was forced at his own expense to repair and correct the leakage in said roof on said building all to his damage and in breach of this covenant, hence this suit.


ATTORNEY FOR PLAINTIFF

Defendant may be served at its office;
955 Springhill Avenue, Mobile, Alabama.

FILED
JAN 18 1960
ALICE J. DUCK, CLERK
REGISTER

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

The State of Alabama,

Baldwin County.

Circuit Court, Baldwin County

No. _____

_____ TERM, 19____

TO ANY SHERIFF OF THE STATE OF ALABAMA

You Are Commanded to Summon INDEPENDENT ROOFING & CONTRACTING COMPANY, a
corporation

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in
the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against INDEPENDENT
ROOFING & CONTRACTING COMPANY, a corporation, Defendant.
by R. E. STACEY

_____, Plaintiff.

Witness my hand this 18 day of JANUARY 19 60

E. J. - 1-21-60

Alvin J. [Signature], Clerk

CD 1943
No. 4141

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STATE of ALABAMA

Baldwin County

CIRCUIT COURT

R. E. STACEY

Plaintiffs

vs.

212 Wade
INDEPENDENT ROOFING &

CONTRACTING COMPANY, a
corporation, Defendants

Summons and Complaint

Filed 19

FILED

JAN 18 1960

Clerk

ALICE I. DUCK, CLERK
REGISTER

JAMES A. BRICE

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

Jan. 20, 1960

Ray D. Bridges
Sheriff.

I have executed this summons

this Jan 21, 1960

by leaving a copy with

Mrs. J. I. Spaulding, Jr.
mgg

Ray D. Bridges
Sheriff.

W. W. Ace

Deputy Sheriff.

R. E. STACEY,	)	IN THE CIRCUIT COURT OF
Plaintiff,)	
vs.	)	BALDWIN COUNTY, ALABAMA
INDEPENDENT ROOFING & CONTRACT-	)	AT LAW.
ING COMPANY, a corporation,	)	NO. 4141
Defendant.)	

DEMURRER:

Now comes the Defendant in the above styled cause and for demurrer to the complaint, assigns separately and severally, the following:

1. It does not state a cause of action.
2. No facts are alleged to show where the building referred to in the complaint is located.
3. The covenant referred to in the complaint is not set out in it.
4. The substance of the alleged covenant is not set out in the complaint.
5. The allegations of the complaint are vague, indefinite and uncertain.
6. The allegations of the complaint are conclusions of the pleader.
7. No facts are alleged to show if the alleged covenant was oral or written.
8. No facts are alleged to show that there was any consideration for the alleged covenant.
9. No facts are alleged to show plaintiff's right to maintain this action in Baldwin County, Alabama.
10. No facts are alleged to show when the alleged breach of covenant occurred.

J. B. Blackburn

 HOWELL, JOHNSTON AND LANGFORD

By: *T. O. Howell*

 Attorneys for Defendant. ^(B)

Defendant demands a trial of
said cause by a Jury.

J. B. Blackburn

HOWELL, JOHNSTON AND LANGFORD

By: T. O. Howell
Attorneys for Defendant. TS/

FILED
FEB 1 1960
ALICE J. DUCK, CLERK
REGISTER

4141

jury

DEMURRER

R. E. STACEY,

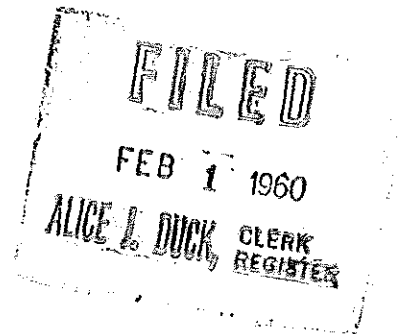
Plaintiff,

vs.

INDEPENDENT ROOFING & CON-
TRACTING COMPANY, a
corporation,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW. NO. 4141.



INDEPENDENT ROOFING & CONTRACTING COMPANY

F. I. SPAULDING, JR., OWNER

MOBILE, ALABAMA

Guarantee

of Workmanship and Material in Application of Roofing

OWNER: F. I. SPAULDING, JR.

LOCATION:

NO OF SQUARES AND TYPE OF ROOF: 12,000 S. 1/2 1/2

DATE OF COMPLETION: OCT. 11, 1946.

TYPE OF BUILDING: 2 STORY BRICK - 1000' x 100' - 100' x 100'

We hereby agree that within the period of this Guarantee which expires OCT. 11, 1951 should leakage or due to any defect in workmanship or material in the application of roof on the above building, same will be repaired or corrected without cost to owner.

Nothing herein shall be construed to impose any liability upon this company for damage which may for any reason be caused to building, or the contents thereof, other than the liability of repairing or correcting any defects in the application or material of the roof.

This Guarantee shall not be construed to cover damage caused by tempest, hail, fire, or other extraordinary means or causes beyond the control of this company.

This Guarantee is personal to the present owner of the herein described building, and is not assignable to any future owner thereof but shall cease to be in force and effect in the event of transfer of ownership unless renewed at the time of such transfer by Independent Roofing and Contracting Company.

INDEPENDENT ROOFING AND CONTRACTING CO.

S/ Lena T. Baker

DATE: OCT. 11, 1946

EXHIBIT A

R. E. STACEY,
PLAINTIFF,

VS.

INDEPENDENT ROOFING & CONTRACTING
COMPANY, a corporation,
DEFENDANT.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW, NO. 4141

AMENDMENT

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his complaint heretofore filed so that same shall read as follows:

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and No/100 (\$1,500.00) Dollars for the breach of a covenant entered
into by it on the 15th day of October, 1956, a copy of said covenant
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by reference as though fully set forth herein; said breach of said
covenant being in substance this: that defendant promised to re-
pair any leakage occurring in the roof of a certain two-story build-
ing (on the Northeast corner of Block Thirty-one in the City of
Foley, Alabama, being commonly known as the Gate Way Hotel, and
being owned by the plaintiff) due to defects in workmanship or
materials of the defendant in application of roofing on said build-
ing; that such leakage did in fact occur; that defendant was given
notice of such, but wholly failed to repair or correct the leakage;
that plaintiff was forced to repair and correct said leakage at his
own expense, all to his damage, and on breach of said covenant,
hence this suit.

James A. Zinn
ATTORNEY FOR PLAINTIFF

FILED

JUN 21 1960

ALICE J. DUCK, CLERK
REGISTER