

JAMES WAGONER'S, Ind., and d/b/a
WAGONER'S BODY SHOP

Plaintiff

-VS-

M. L. KYSER, Ind., and d/b/a
REXAIR SALES & SERVICE

Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

4621

COUNT ONE

Plaintiff claims of the defendant the sum of three-hundred (\$300.00) dollars, due from him by account on the 7th day of October 1960, which sum of money with the interest thereon, is still unpaid.

COUNT TWO

Plaintiff claims of the defendant the sum of three hundred (\$300.00) dollars, due from the defendant by a check drawn by the defendant on the Merchant's National Bank of Mobile, Alabama, in favour of the Plaintiff, which check duly presented, payment refused and duly protected, which sum of money with the interest thereon is still unpaid.

John J. Duck
Attorney for Plaintiff

Defendant may be served at:

Loxley, Alabama

FILED

MAR 7 1961

ALICE A. DUCK, CLERK
REGISTER

SUMMONS AND COMPLAINT

The State of Alabama,
Baldwin County.

Circuit Court, Baldwin County

No. _____

_____ TERM, 19____

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon M. L. Kyser, Ind., and d/b/a Rexair Sales
and Service

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 M. L. Kyser, Ind.,
and d/b/a Rexair Sales _____, Defendant.

by James Wagoner, Ind., and d/b/a Wagoner & Body Shop

_____, Plaintiff.

Witness my hand this 8 day of Mar 19 61

Henry J. Leach, Clerk

64-3-11-61

No. 4621

Page _____

The State of Alabama

Baldwin County

CIRCUIT COURT

James Wagoner, Ind., and d/b/a

Wagoner's Body Shop

Plaintiffs

vs.

M. L. Kyser, Ind., and d/b/a

Rexair Sales & Service

Defendants

Summons and Complaint

Filed

FILED

19

MAR 8 1961

ALICE J. DUCK, CLERK
REGISTER

Clerk

John V. Duck

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at
may be served at
Loxley, Alabama

Received In Office

3/8 1961

, Sheriff

I have executed this summons

this 3-11 1961

by leaving a copy with

M. L. Kyser

Sheriff claims 40 miles

Ten Cents per mile Total \$ 4.00

TAYLOR WILKINS, Sheriff

BY Edleigh Steadham
DEPUTY SHERIFF

Taylor Wilkins Sheriff

Edleigh Steadham Deputy Sheriff

JAMES WAGONER'S, Ind., and d/b/a	§	
WAGONER'S BODY SHOP		
	§	IN THE CIRCUIT COURT OF
Plaintiff	§	BALDWIN COUNTY, ALABAMA
VS	§	
	§	AT LAW
M. L. KYSER, Ind., and d/b/a	§	
REPAIR SALES & SERVICE	§	NO. <u>4621</u>
	§	
Defendant	§	

Comes now the Defendant in the above styled cause and for answer to the complaint and separately and severally each count thereof, says:

I.

That the allegations contained therein are untrue.

II.

For further answer to the Plaintiff's complaint, the defendant says that he had a 1957 Oldsmobile 98 Automobile damaged in an accident and took it to the Plaintiff for repairs; that the Plaintiff agreed to make the following repairs and replacements on this car in a workmanlike manner: one windshield, back end, bumper end, straighten top, straighten doors and refinish car. For this the Defendant agreed to pay the Plaintiff the sum of FIVE HUNDRED TWENTY-EIGHT and 18/100 DOLLARS (\$528.18). The Defendant says further that the Plaintiff agreed to complete the repairs within a reasonable length of time. Defendant avers that the Plaintiff did not make the aforesaid repairs in a workmanlike manner and that it would cost him the total sum of TWO HUNDRED EIGHTY-ONE DOLLARS (\$281.00) to make the repairs the Plaintiff failed to do. That the Plaintiff kept the car for an unreasonable length of time from December 16, 1960 to February 27, 1961. The Defendant says further that he has paid the Plaintiff TWO HUNDRED DOLLARS (\$200.00) for the repairs done which is more than adequate to pay for the work done on the car.

III.

Comes the Defendant and claims of the Plaintiff by way of recoupment the sum of THREE HUNDRED DOLLARS (\$300.00) damaged for that heretofore on-to-wit; the Plaintiff agreed to make the following repairs and replacements on the Defendant's automobile in a workmanlike manner: One windshield, back end, bumper end, straighten top, straighten doors and refinish car.

The Defendant says further that he agreed to pay the Plaintiff the sum of FIVE HUNDRED TWENTY-EIGHT and 18/100 DOLLARS (\$528.18) for making these repairs; that he did pay the Plaintiff the sum of TWO HUNDRED DOLLARS (\$200.00) and refused to pay the balance because the said repairs were not done in a workmanlike manner. The Defendant avers that he has been damaged in the sum of THREE HUNDRED DOLLARS (\$300.00) because of the Plaintiff's failure and refusal to repair the automobile in a workmanlike manner and that it will cost him the total sum of TWO HUNDRED EIGHTY-ONE DOLLARS (\$281.00) to have the aforesaid work done in a workmanlike manner.

WILTERS, BRANTLEY & NESBIT

BY:

Phillip S. Nesbit
Attorneys for the Defendant

FILED

APR 6 1961

ALICE L. DUCK, CLERK
REGISTER

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

NO. 4621

JAMES WAGONER'S Ind., and d/b/a
WAGONER'S BODY SHOP

Plaintiff

VS

M. L. KYSER, Ind., and d/b/a
REPAIR SALES & SERVICE

Defendant

John V. Duck
Fairhope, Alabama
Attorney for the Plaintiff

FILED

APR 9 1961

ALICE J. DUCK, CLERK
REGISTER

Wilters, Brantley & Nesbit
Robertsdale, Alabama
Attorneys for the Defendant

George Carol

as

Lambert

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