

E. T. LIPSCOMB,

Plaintiff

VS

DANIEL N. SLAY,

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

5103

DEMURRER

Comes the Plaintiff in the above styled cause and demurs to the Plea of Recoupment heretofore filed herein, and as grounds for demurrer shows as follows:

1. That the said Plea of Recoupment does not state a cause of action.

2. That the Plea of Recoupment is vague, indefinite and uncertain.

3. That the Plea of Recoupment does not allege any breach of contract on the part of the Plaintiff.

4. That the Plea is not definite as to the terms of the agreement on which the Plea is based.

5. That for ought that appears Plaintiff carried out and performed all of the work he was to perform under the agreement between himself and the Defendant.

6. For ought that appears there is no breach of contract on the part of the Plaintiff.

7. That for ought that appears no notice of any breach of contract was given by the Defendant to the Plaintiff.

8. That for ought that appears Plaintiff performed all of his duties as required by the agreement between the Plaintiff and the Defendant.

FILED

AUG 20 1962

ALICE J. DUCK, CLERK  
REGISTER

  
Attorney for Plaintiff

STATE OF ALABAMA)  
BALDWIN COUNTY)

. . . IN THE CIRCUIT COURT . . . LAW SIDE. .

TO ANY SHERIFF OF THE STATE OF ALABAMA:-

You are hereby commanded to summon DANIEL N. SLAY to appear within thirty (30) days from the service of this writ in the Circuit Court to be held for said County at the place of holding same, then and there to answer the Complaint of E. P. Lipscomb.

WITNESS my hand this the 4 day of April, 1962.

Alice J. Black  
Clerk

\*\*\*\*\*  
\*\*\*\*\*

COMPLAINT

E. P. LIPSCOMB,  
Plaintiff,

VS-

DANIEL N. SLAY,

~~Complainant~~

Defendant

}  
IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

COUNT I

The Plaintiff claims of the Defendant TWO HUNDRED NINETY-FIVE and 00/100 DOLLARS (\$295.00) due from him by account on the 21st day of September, 1961, which sum of money with the interest thereon is still unpaid.

COUNT II

The Plaintiff claims of the Defendant TWO HUNDRED NINETY-FIVE and 00/100 DOLLARS (\$295.00) due from him on an agreement for the construction of a boat whereby the Plaintiff was to be

paid for his own labor and was to be repaid for material and was to be repaid sums expended for labor plus ten per cent (10%). which sum of money was due on the 21st day of September, 1961 and which with the interest thereon is still unpaid.



Attorney for Plaintiff

Ex-6-20-62

Sheriff claims 80 miles at  
Ten Cents per mile Total \$ 8.00  
TAYLOR WILKINS, Sheriff  
BY Sherbert  
DEPUTY SHERIFF

5103

ceived 4 day of Apr 1962  
l on 20<sup>th</sup> day of June 1962

erved a copy of the within 47c

Daniel N. Slay

service on \_\_\_\_\_

TAYLOR WILKINS, Sheriff  
By Fred Luford D. S.  
Pt. Clear

SUMMONS AND COMPLAINT

E. P. LIPSCOMB

VS. Plaintiff,

DANIEL N. SLAY

Complainant.

Mullet point near Mrs. La)  
place

\*\*\*\*\*

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

CECIL G. CHASON  
ATTORNEY AT LAW  
FOLEY, ALABAMA

~~Returned 10 day of May 1962  
Not found in my county and sent to  
jury.~~  
~~By Taylor Wilkins Sheriff  
Deputy Sheriff~~

CECIL G. CHASON

ATTORNEY-AT-LAW  
FOLEY, ALABAMA

April 2, 1962

Mrs. Alice J. Duck  
Clerk of Court  
Bay Minette, Alabama

Dear Mrs. Duck:

Enclosed herewith is Summons and Complaint  
in the Case of E. P. Lipscomb Vs. Daniel N. Slay.

Yours, very truly,



C. G. Chason

CGC.bs

E. T. LIPSCOMB,  
Plaintiff

V.

DANIEL N. SLAY,  
Defendant

) IN THE CIRCUIT COURT OF  
) BALDWIN COUNTY, ALABAMA  
) AT LAW

P L E A

Comes now the Defendant in the above styled cause, and for plea to the Bill of Complaint filed herein, assigns the following separately and severally, viz:

ONE: As to count one of the Bill of Complaint, the Defendant is not guilty of the matters therein alleged.

TWO: As to County Two of the Bill of Complaint, the Defendant is not guilty of the matters therein alleged.

THREE: For further plea and by way of recoupment, the Defendant claims of the plaintiff the sum of ONE THOUSAND (\$1,000.00) DOLLARS as damages for the breach of an agreement entered into by the Defendant with the Plaintiff for the construction of a boat in that the plaintiff failed to caulk the bottom of the boat, in accordance with the terms of the agreement.

That the Plaintiff fiberglassed a portion of the boat, and that the fiberglass came loose within forty-eight hours after installation.

That the Plaintiff failed to secure the bulwarks securely and that the same came loose from the stern.

That the Plaintiff failed or refused to launch the boat in accordance with the terms of the agreement, and that the Defendant was forced to launch the boat at his own expense and the same cost the Defendant TWO HUNDRED FIFTY (\$250.00) DOLLARS.

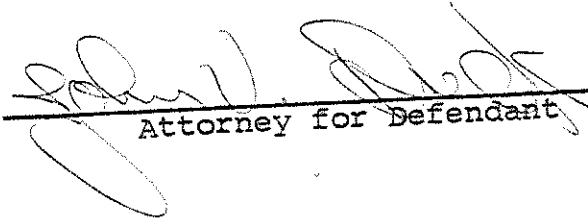
That according to the agreement, the plaintiff was ordered to stop work one week before the completion of the boat because he was unable to complete the agreement, in that he could not fit the bulwark on the bow of the boat properly.

That the Plaintiff agreed to install thirty-inch bulwarks, and instead installed twenty-four inch bulwarks.

2  
1  
2

That the said Defendant requested of the Plaintiff guard rails on both sides of the said vessel, and that the Plaintiff refused to install them.

That the Plaintiff promised to build this boat with three men, and no more, and that the Plaintiff used up to eight men without the consent of the said Defendant all to the Defendant's damage in the above sum.

  
\_\_\_\_\_  
Attorney for Defendant

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100

E. T. LIPSCOMB,  
Plaintiff

V.

DANIEL N. SLAY,  
Defendant

) IN THE CIRCUIT COURT OF  
) BALDWIN COUNTY, ALABAMA  
) AT LAW  
)  
)  
)  
)

P L E A

Comes now the Defendant in the above styled cause, and for plea to the Bill of Complaint filed herein, assigns the following separately and severally, viz:

ONE: As to count one of the Bill of Complaint, the Defendant is not guilty of the matters therein alleged.

TWO: As to County Two of the Bill of Complaint, the Defendant is not guilty of the matters therein alleged.

THREE: For further plea and by way of recoupment, the Defendant claims of the plaintiff the sum of ONE THOUSAND (\$1,000.00) DOLLARS as damages for the breach of an agreement entered into by the Defendant with the Plaintiff for the construction of a boat in that the plaintiff failed to caulk the bottom of the boat, in accordance with the terms of the agreement.

That the Plaintiff fibreglassed a portion of the boat, and that the fiberglass came loose within forty-eight hours after installation.

That the Plaintiff failed to secure the bulwarks securely and that the same came loose from the stern.

That the Plaintiff failed or refused to launch the boat in accordance with the terms of the agreement, and that the Defendant was forced to launch the boat at his own expense and the same cost the Defendant TWO HUNDRED FIFTY (\$250.00) DOLLARS.

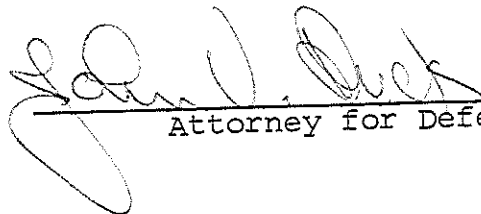
That according to the agreement, the plaintiff was ordered to stop work one week before the completion of the boat because he was unable to complete the agreement, in that he could not fit the bulwark on the bow of the boat properly.

That the Plaintiff agreed to install thirty-inch bulwarks, and instead installed twenty-four inch bulwarks.



That the said Defendant requested of the Plaintiff guard rails on both sides of the said vessel, and that the Plaintiff refused to install them.

That the Plaintiff promised to build this boat with three men, and no more, and that the Plaintiff used up to eight men without the consent of the said Defendant all to the Defendant's damage in the above sum.

  
\_\_\_\_\_  
Attorney for Defendant

FILED  
JUL 30 1962  
ALICE J. DUCK, CLERK  
REGISTER

E. T. LIPSCOMB,  
Plaintiff

V.

DANIEL N. SLAY,  
Defendant

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

DEMURRER

Comes now the Defendant in the above styled cause, and demurs to the Bill of Complaint herein, and assigns the following separately and severally, viz:

ONE: That said Bill of Complaint in the filing of said case designated the said Defendant as a Complainant.

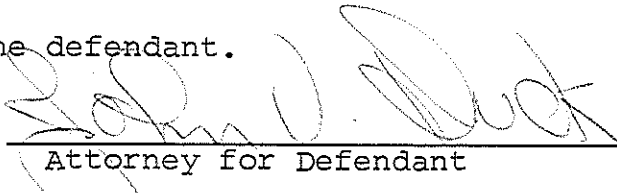
TWO: That the said Bill of Complaint does not state a cause of action.

THREE: That Count Two of the said Bill of Complaint does not allege whether the said Count is for labor or materials.

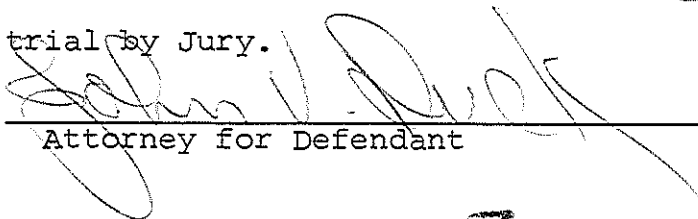
FOUR: That said count Two fails to allege that the said boat was completed in accordance with the terms of the agreement.

FIVE: That said Count Two fails to allege in what way the defendant is indebted to the Plaintiff.

SIX: That said Count Two fails to allege that the labor was done at the request of the defendant.

  
Attorney for Defendant

Defendant respectfully demands a  
trial by Jury.

  
Attorney for Defendant

FILED

JUL 13 1962

ALICE J. DUCK, CLERK  
REGISTER

CECIL G. CHASON

*Attorney at Law*

THOMAS W. UNDERWOOD, JR.  
ASSOCIATE

P. O. DRAWER 458  
216 W. LAUREL AVENUE  
FOLEY, ALABAMA 36535  
PHONE 205/943-3171

March 5, 1971

Honorable Telfair J. Mashburn  
Judge, Circuit Court  
Bay Minette, Alabama 26507

Re: Lipscomb vs. Slay  
Case No. 5103

Dear Judge:

This case which is set on Monday's docket has been settled between the parties. Kenneth Cooper last represented Daniel Slay and if there are any costs remaining due, they should be taxed against the defendant.

~~Yours very truly,~~

  
C. G. Chason

CGC:jc

cc: Mr. Kenneth Cooper

✓ Mrs. Eunice Blackmon

E. P. LIPSCOMB,	)	
	)	
Plaintiff	)	IN THE CIRCUIT COURT OF
	)	
VS	)	BALDWIN COUNTY, ALABAMA
	)	
DANIEL N. SLAY,	)	AT LAW CASE NO. 5103
	)	
Defendant.	)	

NOTICE FOR DISCOVERY OF ASSETS

To: DANIEL N. SLAY, Defendant.

Take Notice, That, whereas, the Plaintiff in the above entitled cause has requested in writing, the undersigned, as Clerk of said Court, to issue notice to you as Defendant in the above entitled cause and in the judgment therein, requiring you to file the statement, in writing, under oath, of all your assets, as provided in the Act of the Legislature of Alabama, approved September 28th, 1915, "To provide for the discovery of Assets of Judgment Debtors, and to facilitate the enforcement of or collection of judgments in Courts of Law and Equity in this State," and has filed said request, in writing, in this cause with the undersigned as Clerk of this Court, and it appearing from said request and the record in said cause that an execution was returned on the judgment in this cause endorsed "No Property Found", by the Sheriff of Baldwin County, and that you reside in the State of Alabama.

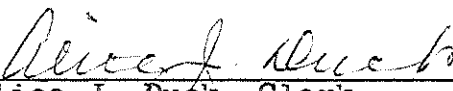
Now, therefore, you, the said Defendant are hereby required, within thirty days from the service hereof, to file in this Court a statement, in writing, under oath, of all your assets, including money, choses in action, notes, bonds and accounts, and all other property, real, personal or mixed, or any interest therein, with a detailed description of the same, the location and reasonable value of each item thereof, together with a detailed list or statement, of any and all liens, mortgages or incumbrances thereon, showing the amounts due upon each, and the owner or holder of such liens, mortgages or incumbrances.

WITNESS my hand this the 30 day of October 1968.

  
\_\_\_\_\_  
Alice J. Duck, Clerk

To any Sheriff of the State of Alabama:

You are hereby commanded to serve the foregoing notice upon the above named Defendant and make due return of your said service and of this notice.

  
\_\_\_\_\_  
Alice J. Duck, Clerk

Received 30 day of Oct 1968  
and on 31 day of Oct 1968  
I served a copy of the within Writ of Discovery  
on Daniel N. Play

By service on Above to 20 and 21 day of Oct 1968

TAYLOR WILKINS Sheriff

By Stephen E. Henry D. S.

0711

5103

W. 5103

E. P. Lipscomb

Daniel N. Play

Discovery of Assets

FILED

OCT 30 1968

ALICE J. DICK CLERK  
REGISTER

C. H. Chace

E. P. LIPSCOMB,

Plaintiff

VS

DANIEL N. SLAY,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW CASE NO. 5103

REQUEST FOR DISCOVERY OF ASSETS

To: Alice J. Duck, Clerk of the Circuit Court of Baldwin County, Alabama.

WHEREAS, in the above entitled cause the Plaintiff recovered a judgment against the said Defendant on the 20th day of March, 1963, for the sum of TWO HUNDRED NINETY-FIVE DOLLARS, (\$295.00), besides the costs of said cause; and, whereas, execution was issued on said judgment against the said Defendant, and thereafter the said execution was returned by the Sheriff of Baldwin County, Alabama, with the endorsement thereon "No Property Found", and said judgment remains unpaid and unsatisfied.

NOW, THEREFORE, this is to request you as Clerk of said Court to issue a notice to said Defendant requiring him to file in the Circuit Court of said County, within thirty days from the service of said notice, a statement in writing, under oath, of all of the assets of the said Defendant, including money, choses in action, bonds and accounts, and all other property, real, personal or mixed, or any interest therein, with a detailed description of the same, the location and reasonable value of each item thereof, together with a detailed statement of all liens, mortgages or incumbrances thereon, showing the amounts due upon each, and the owner or holder of such liens, mortgages or incumbrances.

The said Defendant resides at Bay Minette, in the County of Baldwin, State of Alabama.

Dated this the 26 day of October, 1968.

FILED

OCT 30 1968

ALICE J. DUCK

CLERK  
REGISTER

  
Attorney for Plaintiff