

STATE OF ALABAMA
BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Sunbeam Aluminum Awning and Screen Supply, a corporation; Sunbeam Aluminum Company, a corporation; and J. Wiley Hosmer to appear within thirty days from the service of this writ in the Circuit Court to be held for said county at the place of holding the same, then and there to answer the complaint of Marvin E. Stinson and Mrs. Marvin E. Stinson.

WITNESS my hand this 12 day of April, 1962.

Alice J. Luck
Clerk
Not-----

MARVIN E. STINSON and MRS.	X	
MARVIN E. STINSON,	X	
	X	IN THE CIRCUIT COURT OF
Plaintiffs,	X	
	X	BALDWIN COUNTY, ALABAMA
Vs.	X	
	X	AT LAW
SUNBEAM ALUMINUM AWNING AND	X	
SCREEN SUPPLY, a corporation;	X	CASE NO. <u>5114</u>
SUNBEAM ALUMINUM COMPANY, a	X	
corporation; J. WILEY HOSMER,	X	
Defendants.	X	

The Plaintiffs claim of the Defendants the sum of ONE THOUSAND EIGHT HUNDRED NINETY DOLLARS (\$1,890.00), as damages for breach of a covenant entered into by them on the 20th day of January, 1962, by which the Defendants, acting by and through their duly appointed agent, servant or employee, J. Wiley Hosmer, promised and agreed to the following:

"Replace rotted wood where necessary. Aluminum channels around all windows and doors; then apply aluminum siding, color white; caulk and seal all windows and doors; matched corners; give homeowner two (2) gallons of paint for trim, color green. Aluminum canopy over front door and rear door."

"The undersigned property owner agrees to pay the sum of \$2,190.00 for the completion of said job payable\$_____ with the signing of this contract and order and 60 monthly payments of \$50.35 each beginning 45 days after completion, for which monthly payments the property owners have executed promissory notes to the contractor, the property owner shall be estopped to deny the completion of the work as against subsequent holders of the note.

SUNBEAM ALUMINUM AWNING & SCREEN SUPPLY agrees to furnish all materials and labor necessary for the work (specified above) on premises located at No. Rt. 1, Box 444, Daphne.

This Contract shall become binding only upon written acceptance hereof by an officer of the Company; or upon commencement of the work.

It is distinctly understood, between the contractor and owner, that if for any reason this contract is cancelled by the acts of the owner, the owner does hereby agree to pay forty per cent (40%) of the contract price due to cancellation of said contract.

Owner certifies that this contract and order has been read which comprises the entire agreement affecting this purchase and contract and no other agreement or understanding of any nature concerning same shall be recognized. Receipt of this contract and order is hereby acknowledged."

The Plaintiffs aver that the Defendants breached this contract in that they failed to replace the rotten wood; failed to put in aluminum channels around windows and doors; failed to apply aluminum foil over outside of house; failed to caulk and seal all windows and doors; failed to put matched corners on the house; failed to give the homeowners two gallons of paint; and failed to place aluminum canopy over front door and rear

door. Hence, this suit.

FILED

APR 17 1962

ALICE J. DUCK, CLERK
REGISTERED

263

WILTERS & BRANTLEY

BY:

Seller M Brantley

short
vll 5114 3181

MARVIN E. STINSON & MRS.
MARVIN E. STINSON,
Plaintiffs

vs:

SUNBEAM ALUMINUM AWNING &
SCREEN SUPPLY, A Corp;
SUNBEAM ALUMINUM COMPANY,
A Corp.; J. WILEY HOSMER

RETURNED 4-23-62

Not found in my County after dili-
gent search and inquiry.
RAY D. BRIDGES, Sheriff
By *de chambers*

FILED

APR 17 1962

ALICE J. DUCK, CLERK
REGISTER

WILTERS & BRANTLEY
Attorneys for Complainant

Service can be had on all the Defendants by serving J. Wiley Hosmer at either 951 Government Street, Mobile, Alabama, or 6 North Franklin Street, Mobile, Alabama. Hosmer is the agent

for Sunbeam Aluminum Awning and Screen Supply and Sunbeam Aluminum Company.

RETURNED 5-15-62
Not found in my County after dili-
gent search and inquiry.
RAY D. BRIDGES, Sheriff
By *C. V. Cla* D. S.

RECEIVED

MAY 11 1962

SHERIFF'S OFFICE
RECEIVED

APR 16 1962

SHERIFF'S OFFICE

Received 4-17-62

STATE OF ALABAMA
BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Sunbeam Aluminum Awning and Screen Supply, a corporation; Sunbeam Aluminum Company, a corporation; and J. Wiley Hosmer to appear within thirty days from the service of this writ in the Circuit Court to be held for said county at the place of holding the same, then and there to answer the complaint of Marvin E. Stinson and Mrs. Marvin E. Stinson.

WITNESS my hand this 12 day of April, 1962.

Alvin S. Duck
Clerk

MARVIN E. STINSON and MRS.
MARVIN E. STINSON,

Plaintiffs,

Vs.

SUNBEAM ALUMINUM AWNING AND
SCREEN SUPPLY, a corporation;
SUNBEAM ALUMINUM COMPANY, a
corporation; J. WILEY HOSMER,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 5-114

The Plaintiffs claim of the Defendants the sum of ONE THOUSAND EIGHT HUNDRED NINETY DOLLARS (\$1,890.00), as damages for breach of a covenant entered into by them on the 20th day of January, 1962, by which the Defendants, acting by and through their duly appointed agent, servant or employee, J. Wiley Hosmer, promised and agreed to the following:

"Replace rotted wood where necessary. Aluminum channels around all windows and doors; then apply aluminum siding, color white; caulk and seal all windows and doors; matched corners; give homeowner two (2) gallons of paint for trim, color green. Aluminum canopy over front door and rear door."

"The undersigned property owner agrees to pay the sum of \$2,190.00 for the completion of said job payable\$_____ with the signing of this contract and order and 60 monthly payments of \$50.35 each beginning 45 days after completion, for which monthly payments the property owners have executed promissory notes to the contractor, the property owner shall be estopped to deny the completion of the work as against subsequent holders of the note.

SUNBEAM ALUMINUM AWNING & SCREEN SUPPLY agrees to furnish all materials and labor necessary for the work (specified above) on premises located at No. Rt. 1, Box 444, Daphne.

This Contract shall become binding only upon written acceptance hereof by an officer of the Company; or upon commencement of the work.

It is distinctly understood, between the contractor and owner, that if for any reason this contract is cancelled by the acts of the owner, the owner does hereby agree to pay forty per cent (40%) of the contract price due to cancellation of said contract.

Owner certifies that this contract and order has been read which comprises the entire agreement affecting this purchase and contract and no other agreement or understanding of any nature concerning same shall be recognized. Receipt of this contract and order is hereby acknowledged."

The Plaintiffs aver that the Defendants breached this contract in that they failed to replace the rotten wood; failed to put in aluminum channels around windows and doors; failed to apply aluminum foil over outside of house; failed to caulk and seal all windows and doors; failed to put matched corners on the house; failed to give the homeowners two gallons of paint; and failed to place aluminum canopy over front door and rear door. Hence, this suit.

WILKINS & BRANTLEY

BY:

John M Brantley

The undersigned property owner agrees to pay the sum of \$2,100.00 for the completion of said job payable

with the signing of this contract and order and 60 monthly payments of \$50.33 each beginning 45 days after completion, for which monthly payments the property owners have executed promissory notes to the contractor, the property owner shall be obligated to deny the completion of the work as against subsequent holders of the note.

SUNBEAM ALUMINUM AWNING & SCREEN SUPPLY agrees to furnish all materials and labor necessary for the work (specified above) on premises located at No. Rt. 1, Box 444, Rapine, Mississippi. This contract shall become binding only upon written acceptance hereof by an officer of the Company, or upon commencing work.

Service can be had on all the Defendants by serving J. Wiley Hosmer at either 951 Government Street, Mobile, Alabama, or 6 North Franklin Street, Mobile, Alabama. Hosmer is the agent

for Sunbeam Aluminum Awning and Screen Supply and Sunbeam Aluminum Company.

acts of the owner, the owner does hereby agree to pay forty per cent (40%) of the contract price due to cancellation of

said contract.

Owner certifies that this contract and order has been read

which comprises the entire agreement affecting this purchase

and contract and no other agreement or understanding of any

nature concerning same shall be recognized. Receipt of this

contract and order is hereby acknowledged.

The Plaintiff avers that the Defendants breached this con-

tract in that they failed to place the rotten wood; failed to

put in aluminum channels around windows and doors; failed to

apply aluminum foil over outside of house; failed to caulk and

seal all windows and doors; failed to put washed corners on

the house; failed to give the homeowners two gallons of paint;

and failed to place aluminum canopy over front door and rear

door. Hence, this suit.

WILEY & BEAULIEU

BY: *Edward M. Beaulieu*

ALICE J. DUCK, CLERK REGISTER

FILED
APR 17 1962

STATE OF ALABAMA
BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

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WITNESS my hand this 17 day of April, 1962.

Alice J. Duck
Clerk

MARVIN E. STINSON and MRS.
MARVIN E. STINSON,

Plaintiffs,

Vs.

SUNBEAM ALUMINUM AWNING AND
SCREEN SUPPLY, a corporation;
SUNBEAM ALUMINUM COMPANY, a
corporation; J. WILEY HOSMER,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 5114

The Plaintiffs claim of the Defendants the sum of ONE THOUSAND EIGHT HUNDRED NINETY DOLLARS (\$1,890.00), as damages for breach of a covenant entered into by them on the 20th day of January, 1962, by which the Defendants, acting by and through their duly appointed agent, servant or employee, J. Wiley Hosmer, promised and agreed to the following:

"Replace rotted wood where necessary. Aluminum channels around all windows and doors; then apply aluminum siding, color white; caulk and seal all windows and doors; matched corners; give homeowner two (2) gallons of paint for trim, color green. Aluminum canopy over front door and rear door."

"The undersigned property owner agrees to pay the sum of \$2,190.00 for the completion of said job payable\$_____ with the signing of this contract and order and 60 monthly payments of \$50.35 each beginning 45 days after completion, for which monthly payments the property owners have executed promissory notes to the contractor, the property owner shall be estopped to deny the completion of the work as against subsequent holders of the note.

SUNBEAM ALUMINUM AWNING & SCREEN SUPPLY agrees to furnish all materials and labor necessary for the work (specified above) on premises located at No. Rt. 1, Box 444, Daphne.

This Contract shall become binding only upon written acceptance hereof by an officer of the Company; or upon commencement of the work.

It is distinctly understood, between the contractor and owner, that if for any reason this contract is cancelled by the acts of the owner, the owner does hereby agree to pay forty per cent (40%) of the contract price due to cancellation of said contract.

Owner certifies that this contract and order has been read which comprises the entire agreement affecting this purchase and contract and no other agreement or understanding of any nature concerning same shall be recognized. Receipt of this contract and order is hereby acknowledged."

The Plaintiffs aver that the Defendants breached this contract in that they failed to replace the rotten wood; failed to put in aluminum channels around windows and doors; failed to apply aluminum foil over outside of house; failed to caulk and seal all windows and doors; failed to put matched corners on the house; failed to give the homeowners two gallons of paint; and failed to place aluminum canopy over front door and rear door. Hence, this suit.

WILTERS & BRANTLEY

BY:

John M Brantley

"The undersigned property owner agrees to pay the sum of \$2,190.00 for the completion of said job payable with the signing of this contract and order and 60 monthly payments of \$50.35 each beginning 45 days after completion, for which monthly payments the property owners have executed promissory notes to the contractor, the property owner shall be estopped to deny the completion of the work as against subsequent holders of the note.

SUNBEAM ALUMINUM AWNING & SCREEN SUPPLY agrees to furnish all

materials and labor necessary for the work (specified above) on premises located at No. 1, Box 444, Daphne. This Contract shall become binding only upon written acceptance hereof by an officer of the company; or upon completion of the work.

Service can be had on all the Defendants by serving J. Wilkey Mosner at either 951 Government Street, Mobile, Alabama, or 6 North Franklin Street, Mobile, Alabama. Mosner is the agent for Sunbeam Aluminum Awning and Screen Supply and Sunbeam Aluminum Company.

By the owner, the owner does hereby agree to pay forty per cent (40%) of the contract price due to cancellation of said contract.

Owner certifies that this contract and order has been read which comprises the entire agreement affecting this purchase and contract and no other agreement or understanding of any nature concerning same shall be recognized. Receipt of this contract and order is hereby acknowledged. The Plaintiff avers that the Defendants breached this contract in that they failed to replace the rotten wood; failed to put in aluminum channels around windows and doors; failed to apply aluminum foil over outside of house; failed to caulk and seal all windows and doors; failed to put matched corners on the house; failed to give the homeowners two gallons of paint; and failed to place aluminum canopy over front door and rear door. Hence, this suit.

WITNESSES & BRAINLY

BY: [Signature]

ALICE J. DICK, CLERK REGISTER

APR 17 1962

FILED

STATE OF ALABAMA
BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Sunbeam Aluminum Awning and Screen Supply, a corporation; Sunbeam Aluminum Company, a corporation; and J. Wiley Hosmer to appear within thirty days from the service of this writ in the Circuit Court to be held for said county at the place of holding the same, then and there to answer the complaint of Marvin E. Stinson and Mrs. Marvin E. Stinson.

WITNESS my hand this 17 day of April, 1962.

Alvin S. Duck
Clerk

MARVIN E. STINSON and MRS.
MARVIN E. STINSON,

Plaintiffs,

Vs.

SUNBEAM ALUMINUM AWNING AND
SCREEN SUPPLY, a corporation;
SUNBEAM ALUMINUM COMPANY, a
corporation; J. WILEY HOSMER,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 5114

The Plaintiffs claim of the Defendants the sum of ONE THOUSAND EIGHT HUNDRED NINETY DOLLARS (\$1,890.00), as damages for breach of a covenant entered into by them on the 20th day of January, 1962, by which the Defendants, acting by and through their duly appointed agent, servant or employee, J. Wiley Hosmer, promised and agreed to the following:

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SUNBEAM ALUMINUM AWNING & SCREEN SUPPLY agrees to furnish all materials and labor necessary for the work (specified above) on premises located at No. Rt. 1, Box 444, Daphne.

This Contract shall become binding only upon written acceptance hereof by an officer of the Company; or upon commencement of the work.

It is distinctly understood, between the contractor and owner, that if for any reason this contract is cancelled by the acts of the owner, the owner does hereby agree to pay forty per cent (40%) of the contract price due to cancellation of said contract.

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The Plaintiffs aver that the Defendants breached this contract in that they failed to replace the rotten wood; failed to put in aluminum channels around windows and doors; failed to apply aluminum foil over outside of house; failed to caulk and seal all windows and doors; failed to put matched corners on the house; failed to give the homeowners two gallons of paint; and failed to place aluminum canopy over front door and rear door. Hence, this suit.

WILTERS & BRANTLEY

BY:

Sallan M Brantley

"The undersigned property owner agrees to pay the sum of

\$2,100.00 for the completion of said job payable
with the signing of this contract and order and 60 monthly pay-
ments of \$50.35 each beginning 45 days after completion, for
which monthly payments the property owners have executed pro-
missory notes to the contractor; the property owner shall be
estopped to deny the completion of the work as against subse-

quent holders of the note.

SUNBEAM ALUMINUM AND SCREEN SUPPLY agrees to furnish all
materials necessary for the work (specified above) on
Box 444, Daphne.
VS
SUNBEAM ALUMINUM AND SCREEN SUPPLY, A CORP.
A CORP.
SERVE: J. WILLY HOSMER
951 Govt. St.
Mobile, Alabama

Service can be had on all the Defendants by serving J. W. Hosmer at either 951 Government Street, Mobile, Alabama, or 6 North Franklin Street, Mobile, Alabama. Hosmer is the agent

for Sunbeam Aluminum and Screen Supply and Sunbeam Aluminum Company.

per cent (40%) of the contract price due to cancellation of
said contract.

Owner certifies that this contract and order has been read
which comprises the entire agreement affecting this purchase
and contract and no other agreement or understanding of any
nature concerning same shall be recognized. Receipt of this
contract and order is hereby acknowledged."

The Plaintiff avers that the Defendants breached this con-
tract in that they failed to replace the rotten wood; failed to
put in aluminum channels around windows and doors; failed to
apply aluminum foil over outside of house; failed to caulk and
seal all windows and doors; failed to put matched corners on
the house; failed to give the homeowners two gallons of paint;
and failed to place aluminum canopy over front door and rear
door. Hence, this suit.

WILKINS & BRANTLEY

BY: *[Signature]*

FILED
APR 17 1962
CLERK
REGISTER

R.T.O. - not hand down

MARVIN E. STINSON & MRS.
MARVIN E. STINSON

[Handwritten mark]