

ARTHUR GIBSON,

Plaintiff,

vs

JEAN ARTHUR,

Defendant,

AND

RECOVERY SYSTEMS INTER-
NATIONAL: AETNA INSURANCE
COMPANY, A corporation,

Plaintiff,

vs

ARTHUR GIBSON, et al.,

Defendant.

IN THE CIRCUIT COURT FOR

SHELBY COUNTY, ALABAMA

CIVIL ACTION NUMBERS

CV-82-242

FILED IN OFFICE THIS THE 5th DAYOF December, 1983*Kyle L. Lamm*Clerk of Circuit Court
Shelby County, Alabama

CV-83-284

JUDGMENT

The above-styled cases were consolidated for trial.

Arthur Gibson built for Jean Arthur a covered riding ring or arena. A few days after its completion, the structure fell completely to the ground. (Arthur Gibson made no effort to re-raise the structure after Jean Arthur requested him to do so.)

When the structure fell, Jean Arthur's tractor was damaged in the amount of Eight Hundred Dollars (\$800). Aetna Insurance Company paid Jean Arthur Four Thousand Four Hundred Dollars (\$4400) for the damages she suffered as a result of the said structure's collapse, and Aetna Insurance Company filed a subrogation claim against Arthur Gibson. Jean Arthur had paid Arthur Gibson Five Thousand Seven Hundred and Seventy-eight Dollars and Seventy-One Cents (\$5,778.71) for the riding ring or arena.

In a separate, prior transaction Arthur Gibson and Jean Arthur contracted for Arthur Gibson to build a barn, which he did satisfactorily. Arthur Gibson was to be paid with a mobile home owned by Jean Arthur. Arthur Gibson testified that the said mobile home was worth Thirty-five Hundred Dollars (\$3500), that the value of his work was Three Thousand Four Hundred Fifteen Dollars (\$3,415.00), that Jean Arthur would have been due Eighty-five Dollars (\$85) if he received the trailer. Arthur Gibson has not received

*Cowdill, Justice**Q-1*

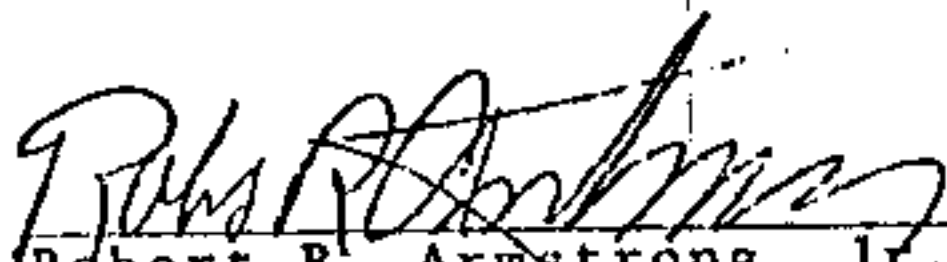
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the trailer or the money for his work. (This is not, however, a detinue action.)

Wherefore, judgment is hereby entered against Arthur Gibson and in favor of Aetna Insurance Company in the amount of Four Thousand Four Hundred Dollars (\$4,400). Five Thousand Seven Hundred and Seventy-eight Dollars and Seventy-one Cents (\$5,778.71) plus Eight Hundred Dollars (\$800), minus the Four Thousand Four Hundred Dollar (\$4,400) judgment to Aetna Insurance Company leaves Two Thousand One Hundred and Seventy-eight Dollars and Seventy-one Cents (\$2,178.71) owing to Jean Arthur from Arthur Gibson as a result of the collapse of the riding ring. Jean Arthur, however, owes Arthur Gibson Three Thousand Four Hundred Fifteen Dollars (\$3,415) on the barn contract. Wherefore, judgment is hereby entered in favor of Arthur Gibson and against Jean Arthur in the amount of One Thousand Two Hundred Thirty-six Dollars and Twenty-nine Cents (\$1,236.29). The riding ring structure and the material comprising it belong to Arthur Gibson.

Costs in Case No. CV-83-284 are taxed to Arthur Gibson. Costs in case No. CV-82-242 are taxed equally between Arthur Gibson and Jean Arthur.

DONE and ORDERED this 5th day of December, 1983.


Robert R. Armstrong, Jr.
Circuit Judge

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

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JUDGE OF PROBATE

RECORDING FEES

Recording Fee	\$ 5.00
Index Fee	1.00
TOTAL	\$ 6.00