

10/26/72

John E. Dowling, Esquire, Town Counsel

J. J. McLinden, First Selectman

Town of Ridgefield Dhy-Ridge Golf Course
(Gracy Services, Inc.)

I enclose herewith writ, summons and complaint received on October 25, 1972 re above.

Please look after the Town's interests in this matter.

Nancy J. Servadio
Adm. Assistant

Enc.

TO THE SHERIFF OF THE COUNTY OF FAIRFIELD, OR HIS DEPUTY WITHIN SAID COUNTY—
GREETING:

By authority of the State of Connecticut, you are hereby commanded to
summon the TOWN OF RIDGEFIELD, a municipal corporation of the State of Conn-
ecticut, situated in the County of Fairfield, to appear before the Superior
Court to be held at New Haven in and for the County of New Haven, on the
3rd Tuesday of November, 1972, at 10:00 in the forenoon, said appearance to
be made by said Town of Ridgefield or its attorney, by filing a written state-
ment of appearance with the clerk of said court on or before the second day
following said date, then and there to answer unto GRACY SERVICES, INC., a
corporation organized under the laws of the State of Connecticut, and having
a usual place of business in the Town of Southbury and County of New Haven,
in a civil action wherein the plaintiff complains and says:

FIRST COUNT

1. On or prior to June 1, 1972, the plaintiff entered an oral agreement
with the defendant whereby the plaintiff was to clear land for the construc-
tion of Dhy-Ridge Golf Course and the defendant was to pay the plaintiff a
reasonable sum for those services.

2. The plaintiff did perform cutting, stumping and grubbing operations
on the aforesaid property in performance of his part of the agreement.

3. The plaintiff did expend \$28,000 for labor, supplies and general
operating expenses in the performance of his services.

4. The defendant has made no payment to the plaintiff to date for
expenses, services or profit margin despite repeated demands for the same.

SECOND COUNT

1. Paragraphs 1 through 4 of the First Count are herewith made para-
graphs 1 through 4 of the Second Count.

5. The defendant unilaterally terminated the aforesaid agreement prior
to the plaintiff's completion of his services under said agreement, thereby

CONN.
TOWN OF RIDGEFIELD
CLERK'S OFFICE

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causing the plaintiff a loss of future profit.

The plaintiff claims:

1. \$75,000 damages.

Frances Sakal of Seymour is recognized in the sum of \$100 to prosecute, etc.

Of this writ, with your doings thereon, make due return.

Dated at Ansonia, Connecticut, this 19th day of October, 1972.

Joseph E. Sakal
Commissioner of the Superior Court

Please enter the appearance of
Lundgren, Lyons, Wilber, Tuccio
and Sakal for the plaintiff.

CLERK
COURT OF SUPERIOR JUSTICE
ROBERTSON OFFICE

OCT 19 1972

RECORDED

Deputy Sheriff for Fairfield County
Nicholas A. Mosocco

Attest:

[Handwritten signature]

endorsed