

ALLAN PRODUCTS COMPANY, X
a corporation, X

Plaintiff X

Vs. X

W. N. STUCKEY LUMBER X
COMPANY, A corporation, X

Defendant X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 4803

The Plaintiff claims of the Defendant Three thousand four hundred and 00/100 Dollars (\$3,400.00) due from it by account on the 8th day of May, 1961, which sum of money, with interest thereon, is still unpaid.

WILTERS & BRANTLEY

BY 

FILED

AUG 4 1961

ALICE J. DUCK, CLERK
REGISTER

SUMMONS AND COMPLAINT

Moore Ptg. Co.

The State of Alabama,

Baldwin County.

Circuit Court, Baldwin County

No. 4803

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon W.N. Stuckey Lumber Co., A Corp.

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

W.N. Stuckey Lumber Company, A Corporation, Defendant

by ALLAN PRODUCTS COMPANY, A corporation,

Plaintiff

Witness my hand this 4th day of August 1961

Est. 8-11-61

Alice J. Stuckey, Clerk

No. 4803 Page _____

The State of Alabama

Baldwin County

CIRCUIT COURT

ALLAN PRODUCTS CO., A CORP.

Plaintiffs

vs.

W.N. STUCKEY LUMBER CO., A CORP.

Defendants

Summons and Complaint

Filed August 4, 19 61

Alice J. Duck Clerk

W. A. Wilkins & Son, Inc.
Plaintiff's Attorney

Defendant's Attorney

Defendant lives at _____

Received In Office

August 4 19 61

_____, Sheriff

I have executed this summons

this Aug. 11 19 61

by leaving a copy with

Mr. W. N. Stuckey

Sheriff claims 6 miles at

Ten Cents per mile Total \$ 600

TAYLOR WILKINS, Sheriff

BY

W. A. Wilkins
DEPUTY SHERIFF

Taylor Wilkins Sheriff

W. A. Wilkins Deputy Sheriff

3 miles north of 1517

ALLAN PRODUCTS COMPANY
a corporation,

Plaintiff

VS

W. N. STUCKEY LUMBER
COMPANY, a Corporation

Defendant

IN THE CIRCUIT COURT
BALDWIN COUNTY, ALABAMA

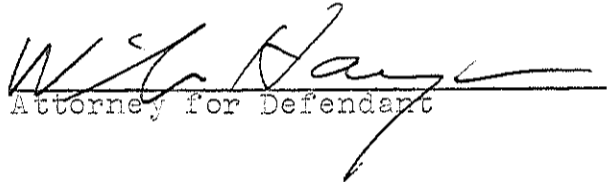
AT LAW

CASE NO. 4803

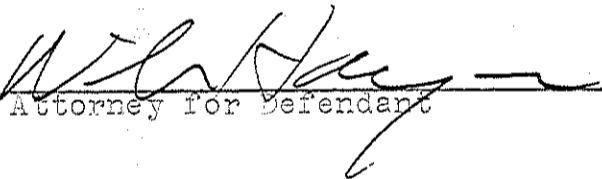
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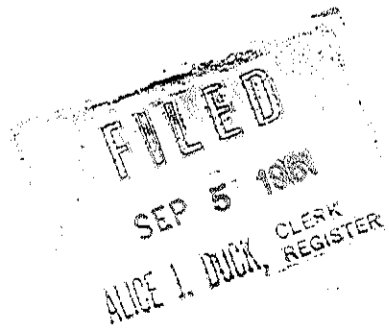
Comes now the Defendant and demurrs to complaint and
assign as grounds the following:

1. The complaint does not state a cause for action.


Attorney for Defendant

Defendant demands trial
by jury.


Attorney for Defendant



NUMBER: 4803

ALLAN PRODUCTS COMPANY
a Corporation,

Plaintiff

VS

W. N. STUCKEY LUMBER
COMPANY, a Corporation

IN THE CIRCUIT COURT
BALDWIN COUNTY, ALABAMA

AT LAW

June

ALLAN PRODUCTS COMPANY,
a corporation,

Plaintiff,

Vs.

W. N. STUCKEY LUMBER
COMPANY, a corporation,

Defendant.

X
X
X
X
X
X
X

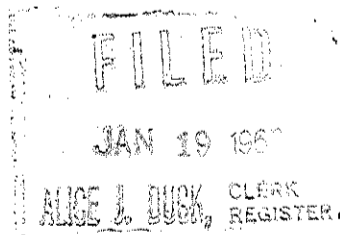
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW
CASE NO. _____

Comes now the Plaintiff in the above styled cause and
amends his Bill of Complaint by adding the following count:

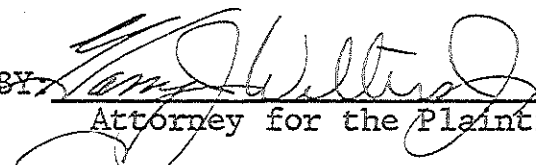
2.

That on the 12th day of June, 1958, the Plaintiff and
the Defendant entered into an oral agreement whereby the Plain-
tiff agreed to find purchasers for the Defendant's wood flour.
The Defendant agreed to pay to the Plaintiff a commission of
\$1.00 per ton for this service. That soon after this agreement
was entered into, the Plaintiff did obtain a contract for the
Defendant with the Ruberoid Company of Mobile, Alabama. That
the Defendant has and is still selling its product to the Ruberoid
Company, but has not paid the Plaintiff his commission since
July of 1959. That there is now still due and owing the Plain-
tiff the sum of Three Thousand Four Hundred Dollars (\$3,400.00),



WILTERS & BRANTLEY

BY


Attorney for the Plaintiff

ALLAN PRODUCTS COMPANY,
A Corporation,

Plaintiff,

vs.

W. N. STUCKEY LUMBER COMPANY,
A Corporation,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 4803

Comes the Defendant in the above styled cause and demurs to "Count 2" of the amended complaint and assigns the following separate and several grounds, viz:

1. It is not alleged how much the purchasers would pay for the Defendant's product.
2. It is not alleged when the contract would be terminated.
3. It is not alleged whether the contract which the Plaintiff obtained for the Defendant was oral or in writing.
4. It is not alleged when the purported contract was obtained.
5. It is not alleged that the contract which the Plaintiff obtained was for the sale of the Defendant's product.
6. Said count does not allege how much of the Defendant's product has been sold to the Ruberoid Company under the agreement obtained by the Plaintiff.
7. For aught that appears from said count the Plaintiff has not earned any commission since July of 1959.
8. There is no allegation that the Defendant is due the Plaintiff any sum of money.
9. That said count is vague and indefinite.
10. That the terms of the contract sued on are not sufficiently set out.

FILED

MAR 17 1962

ALICE J. DUCK, CLERK
REGISTER

W. L. Hays

James Stone
Solicitors for Defendant

ALLAN PRODUCTS COMPANY, A
Corporation,

Plaintiff,

vs.

W. N. STUCKEY LUMBER COMPANY,
A Corporation,

Defendant

* * * * *

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 4803

* * * * *

DEMURRER

* * * * *

