### Summons

THE STATE OF ALABAMA, )

BALDWIN COUNTY.

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

You are hereby commanded to summon, J. C. VERNON doing business as VERNONS CAFETERIA, 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, Alabama, at the place of holding same by MALTER SUPPLY COMPANYC. INC.

Witness my hand this the 29th day of November, 1961.

Clerk Clerk

### COMPLAINT

MALTER SUPPLY COMPANY, INC., )

PLAINTIFF ) IN THE CIRCUIT COURT OF

VS: BALDWIN COUNTY, ALABAMA

J. C. VERNON ) AT LAW

DOING BUSINESS AS VERNONS )

CAFETERIA, )

DEFENDANT )

### COUNT I:

The plaintiff claims of the defendant TWO HUNDRED NINE & 55/100 DOLLARS (\$209.55) due from him by account on, to wit: the 18th day of October, 1960, which sum of money, with interest thereon is still unpaid.

### COUNT II:

The plaintiff claims of the defendant TWO HUNDRED NINE & 55/100 DOLLARS (\$209.55) due from him on account stated between the plaintiff and the defendant on, to wit: the 18th day of October, 1960, which sum of money, with interest thereon, is still unpaid.

### COUNT III:

The plaintiff claims of the defendant TWO HUNDRED NINE & 55/100 DOLLARS (\$209.55), due from him for merchandise, goods and chattels sold by the plaintiff to the defendant on, to wit: the 18th day of October, 1960, which sum of money, with interest thereon, is still unpaid.

There is attached to the original hereof, an itemized statement of account, verified by the affidavit of a competent witness, sworn to before a notary public, which shows the amount due on this account as of the 22nd day of November, 1961.

Defendant's address is: Bay Minette, Alabama

251

Attorney for Plaintiff

NOV 20 1951

STATE OF LOUISIANA				
PARISH XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX				
Be it remembered that on this	22nd	day c	of	November,
A. D., 1961, personally appeared before me,	, the unde	rsigned	authority,	
R. S. HYLTON	, who,	being c	duly sworn, di	d depose and say:
That he isC				o
MALTER S	SUPPLY	COME	PANY, INC	n >
a corporation organized and doing business and that he has been duly authorized by sa				
a partnership composed of				
a sole trader doing business as				a this official vit
(				
That he is familiar with the books				
That the attached account is just thereon stated and composing the said account	and correc	t within	the knowledge	of affiant; that the items
xitsx xbreizsx his special instance and request; that	credit ho	s been	duly given fo	or all payments and just
and lawful offsets to which said account is en	titled, as t		itated. 3. A. U	7 N
Sworn to and subscribed before me this 22n	ıd		1	
day of November , 19				
Florence Dodge				
Parish Notory Public V	f Louis	siara		
My commission expires at my death.			25	7

### STATEMENT

## MALTER SUPPLY COMPANY, INC.

MANUFACTURERS OF SANITARY PRODUCTS

P.O. BOX 172 JA 5-9187 NEW ORLEANS 12, LA.

Bay Minnette. al

DATE	FOLIO	CHARGES	CREDITS	BALANCE
	E FORWARD 🎙	•		
1/26/60	10929	27.40		
0/6/60	10575	124.47		
718/60	10705	57.68		209.55
	Addoor			
	***************************************			
	3			·
•				

invoice no. 6

## MALIER SUPEN CONTANT, ING.

P. O. BOX 172 o JAckson 5-9187

NEW ORLEANS & LA

PLOOR MAINTENANCE MATERIALS Samitary Specialities Jantton Suppling Partn Products

HIGHWAY 11-SOUTHS ACTOSS OFFE DAI PINETTA, ALA.

1% 10 Days, 30 Days Nev

CALCURAN SHIP VIA	ORSER NO.	10/19/60
CONTINUE CO		- AMOUNT
THE CONTRACT STATE OF STATE OF STATES.		

## MALTER STATE IN THE ANY, NEED WAS ANDERED AND STATE OF THE STATE OF TH

P. O. BOX 172 . . JAckson 5-9187

NEW ORLEANS & LA

PLOOR MAINTENANCE MAYERIAL Same and the same of the same JARITOR SUPPLIES PAPER PRODUCTS

BAL MARKET SA AMAG

19 10 Days: 30 Days No

To IV I I I I	25-18-A1V	ORDER NO-	10/11/
ed for the second	The state of the s	And the second s	A M GALLY
OF Charles and	The state of the s	A consequence of the second se	
A ethograp Assistanting company for the company a broad a salar and company	and the state of t		
	발생한 바다 하다 되는 것이 없는 그는 사람들은 사람들이 되었다. 그 사람들은 사람들이 되는 것이다.		
	棒~~ 보내는 사람들은 사람들은 사람들이 되었다. 그는 사람들은 사람들이 되었다.		
ka se i mina			
	臂 海蜇碱 医流流性 吳 法国际公司 医二氯甲基酚 医二氏管 医二角体管 医有效性 医大胆病		
点	暴煙하다 하다는 이 사람들은 이번 사람들이 가지 않는데 사용하다 하다는데 나타를 보고 있다.		
	骨部に とせい かいたいしょく アケア ろうしょ かしょうしょう カリコン カリン		
	나쁜 사용하다 그 바다 하나는 그 나는 그래요요. 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그		Jan 177
			1 307
	200 C 100 C		. 30.00.30
			of Ser Se
			200
	and the second s	100	
			97.2
	48 (48) A 10 (48		and registral and the second
			79*1
		TO FLEE	1 . 1.45
100		\$42.10 km 200	Secretary accumum
			7 ( 9 )
$\mathcal{T}$ and $\mathcal{T}$ and $\mathcal{T}$ .			4

# TENFANY, NEW MANN, NEW MANNERS AND STANDARD COMMENTS AND STANDARD COMMENTS OF THE STANDARD COMME

NEW CRLEAMS & LA JAckson 5-9157 P. O. BOX 172

LCOOK MYMLENTHER MYLESTY SANTARY OPECLALTICS JANTTOR SUPPLIES PAPER PRODUCTS

DAY REPRESENTED ANA

TEMMS: 19 10 DAYS, 30 DAYS NO

		ORDER NO.	10/35/6
The bar are stronger expenses to be a second second	24/3 AV	ment of transfer of the control of t	7.67.50.76.4
	DESCRIPTION	Are to the district of the control o	tau santinini kanni
The state of the s	The first contract of the cont		
CHARLING	Table 10 and particularly and the second sec		
		. The second second	
			1 a 7
			404
			Jan 1997
	A STATE OF THE STA		. 1
7	The state of the s		19 M
	一个大大大大大大大大大大大大大大大大大大大大大大大大大大大大大大大大大大大大		Lagrange Marie State Control
	To a Land Control of the Control of		770
		2.00 Z	opy operator transposed by
		1920-900	57.
/			
		The second of the second	
Marin Contract of the Contract	OUT OUT OUT WELL NOT BE ACCEPTED.		

## MALTER BUSELY COMPANY, NO.

P. C. BOX 177 . . JAckson 5-8187

NEW CELLIAND IS INCH

maken files

Paris Maintenance Materials The State of State of the State of the State of Language Strange The second of th

Chi Cong 1 1 100 Mars from

The Control of the Co And the second s

Production of the Production

TE TO DATE: DO DAYS NO TALESIAN ALL CAN CRANE The second secon ANGERE HELE ADDRESS AND AND QUARTITY I BUGA GUA 1511/2CV@10-01G MERCHANICAL RELIENCE WITHOUT CUR' CONSTRUTOR WITH MET ME ANDRESSED.

NO ALLOWANDS FOR BRIANAGE TOO RELEASED BY THE SALES OF TH

JAckson 5-9187

NEW ORLEANS & LA.

Program, o

SARTARY DESIGNALITIES JANITOR SUPPLIES PAPER PRODUCTS

HEREN	THE STATE STATE OF THE PROPERTY OF THE PROPERT		***************************************		yag tol at.	ot 30 Days New
				Sarpin a Sond is Separational relational description of the series of th		
	e e e e e e e e e e e e e e e e e e e		And Education States of the Control	Arphysis p. s.	777	and the second s
		water a second water water and the contract of				
YD LW		TO TAKE THE ACTOR OF THE TAKE TO SEE	The Republican			and the second
<i>M</i>					***************************************	

# EUPPLY GOMPANY, INC.

ACCOR MUMBIANCE MULEIVE SAMPARA SPECIAL TIME JANTOR SUPPLIES

sold To

1% 10 DAYS; SO DAYS WET

	The content of the co	Months of the second se	Middle of Literal Francisco Company ( ) is a real to decimal or security success.	OF SEE NO.	10/25/60
Commence of the second		The same of the same	m man contract of the contract	The state of the s	ANOUNT
MENAN SKEP EN	The state of the s	The statement of the st	Continues on advantagement and advantagement of a second	Annual Control of the University State Vignature (Control of the Control of the C	A STATE OF THE STA
Acquirements of the control of the c	and the control of th	A CONTRACTOR OF THE PARTY OF TH		s y washing the colored ag an a reconstruction of grades the nappy trap rather same in the property of the colored same in the property of the colored same in the property of the colored same in the colored	And the state of t

SUMMONS AND COMPLAINT

MALTER SUPPLY COMPANY, ING

PLAINTIFF

VS:

J. C. VERNON DOING BUSINESS AS VERNONS CAFETERIA,

DEFENDANT

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA

LAW OFFICE OF FOREST A. CHRISTIAN FOLEY, ALABAMA

Ten Cents per mile Total \$ 600 TAYLOR WILKINS, Sheriff

LAW OFFICE OF

FOREST A. CHRISTIAN

FOLEY, ALABAMA

February 10, 1962

Hon. H. M. Hall Judge of Circuit Court Bay Minette, Alabama

Re: Malter Supply Co., Inc.

vs: Vernon's Cafeteria

Case No. 4957

Dear Judge Hall:

Since I am informed that the defendant in this case is without assets and that a judgment against him would be uncollectible, and I have so informed the plaintiff, we have decided to take a non-suit in this case. Also, since the court costs were paid in advance in the amount of \$17.50, any unexpended costs should be refunded by the clerk, although I doubt there will be any.

I am sending a copy of this to Wilters & Brantley, attorneys, for their information.

hillen

FOREST A. CHRISTIAN

MALTER SUPPLY COMPANY, INC., I

Plaintiff, IN THE CIRCUIT COURT OF

Vs. IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

J. C. VERNON, d/b/a/ I AT LAW

VERNON''S CAFETERIA,

CASE NO.\_\_\_\_\_\_\_

Comes now the Defendant in the above styled cause and for answer to the Plaintiff's Complaint and each and every count thereof, separately and severally, says:

Defendant.

1.

He does not owe the Plaintiff the Amount sued for, nor any amount.

2.

For further answer to the Plaintiff's Complaint and each and every count thereof, separately and severally, says that he does now owe the Plaintiff the sum sued for, nor any amount; that the Plaintiff, acting by and through its agent, servant, or employee, sold the Defendant that merchandise listed on the exhibit attached to his Complaint, and Warranted that this merchandise was suitable for use in a cafe, and further represented to the Defendant that he would take back any merchandise sold which the Defendant was not fully satisfied with. The Defendant says that the merchandise sold to him was not satisfactory, and he has made an effort to return the same to the Plaintiff, and says further that this purchase is a total loss to him.

WILTERS & BRANTLEY

BY: Saller M Bramby

The Defendant demands a trial by jury.

WILTERS & BRANTLEY

BY: 3 Deline on Brande

JAN 3 1962

ALCE I DUM, PLEAK