

Summons

THE STATE OF ALABAMA,)
BALDWIN COUNTY.)

4957

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 COMPANY, INC.

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

Oliver J. Duck
Clerk

64-12-1-61

#####

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

James C. Allen
Attorney for Plaintiff

NOV 30 1961
FILED
JUL 1 1962

STATE OF LOUISIANA
PARISH ORLEANS
~~COUNTY~~ OF ORLEANS

Be it remembered that on this 22nd day of November,

A. D., 1961, personally appeared before me, the undersigned authority, _____

R. S. HYLTON, who, being duly sworn, did depose and say:

That he is _____ Credit Manager _____ of

MALTER SUPPLY COMPANY, INC.,

{ a corporation organized and doing business under the laws of the State of Louisiana
and that he has been duly authorized by said corporation to make this affidavit.

{ a partnership composed of _____

{ a sole trader doing business as _____

_____ and that as such he makes this affidavit.

That he is familiar with the books and business of said _____

Malter Supply Company, Inc.;

That the attached account is just and correct within the knowledge of affiant; that the items thereon stated and composing the said account were sold and delivered to defendant at

{ ~~its~~
~~their~~
his } special instance and request; that credit has been duly given for all payments and just and lawful offsets to which said account is entitled, as thereon stated.

R. S. Hylton

Sworn to and subscribed before me this 22nd
day of November, 1961

Florence Dodge
Notary Public

Parish _____
~~County~~ of Orleans, State of Louisiana

My commission expires at my death. ~~XXXXX~~

STATEMENT

MALTER SUPPLY COMPANY, INC.

MANUFACTURERS OF SANITARY PRODUCTS

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

*

YERMONS Cafeteria
Bay Minnette. Ala

DATE	FOLIO	CHARGES	CREDITS	BALANCE
BALANCE FORWARD				
10/26/60	10929	27.40		
10/6/60	10575	124.47		
10/18/60	10705	57.68		209.55

MALTER SUPPLY COMPANY, INC.

 PAY LAST
AMOUNT IN
THIS COLUMN


OFFICE COPY

INVOICE No. 0

0 10705

MALTER SUPPLY COMPANY, INC.

Manufacturers and Distributors

P. O. BOX 172

JACKSON 5-8187

NEW ORLEANS 3, LA.

FLOOR MAINTENANCE MATERIALS

SANITARY SPECIALTIES

JANITOR SUPPLIES

PAPER PRODUCTS

SOLD TO

THE MONS CATERING
 HIGHWAY 31-SOUTH ACROSS GULF SERVICE
 BAY MINETTE, ALA.

TERMS:

1% 10 DAYS; 30 DAYS NET

SALESMAN	SHIP VIA	ORDER NO.	DATE
CRONIN	FEDEX	10705	10/18/65
QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	24" MALCO SWEEP MOP COMPLETE		5.00
1	16" MALCO SWEEP MOP COMPLETE		4.00
1	6 gal. cont. MALCO SANITIZER		18.00
1	only WHITE SINGLE TANK WITH 26 qt. tank on CASTERS & WHEELS		
			27.00
			36.00
			1.62
			57.62

MERCHANDISE RETURNED WITHOUT OUR CONSENT WILL NOT BE ACCEPTED.

NO ALLOWANCE FOR BREAKAGE. YOUR RECOURSE IS AGAINST TRANSPORTATION COMPANY.

OFFICE COPY

INVOICE NO. 0

5 10/14/60

MALTER SUPPLY COMPANY, INC.

Manufacturers and Distributors

P. O. BOX 172 • JACKSON 5-9187 • NEW ORLEANS 3, LA.

FLOOR MAINTENANCE MATERIALS
 SANITARY SPECIALTIES
 JANITOR SUPPLIES
 PAPER PRODUCTS

SOLD TO

VERNON'S CAPTIVITY
 HIGHWAY 31-SOUTH: ACROSS GULF SERVICE
 BAY MINETTE, ALA.

TERMS:

15 10 DAYS; 30 DAYS NET

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	24" MALCO SWEEP NOT COMPLETE		5.95
1	16" MALCO SWEEP NOT COMPLETE		4.45
1	6 gal. cont. MALCO SHUTTER		18.00
1	ONLY WHITE SINGLE TANK WITH 26 qt. tank on CASTERS & WINCHER		27.60
		TAX	56.00
			1.68
			57.08

MERCHANDISE RETURNED WITHOUT OUR CONSENT WILL NOT BE ACCEPTED.

NO ALLOWANCE FOR BREAKAGE. YOUR RECOURSE IS AGAINST TRANSPORTATION COMPANY.

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INVOICE NO. 0

5 107-2

MALTER SUPPLY COMPANY, INC.

Manufacturers and Distributors

P. O. BOX 172

Jackson 5-9137

NEW ORLEANS 3, LA.

FLOOR MAINTENANCE MATERIALS
 SANITARY SPECIALTIES
 JANITOR SUPPLIES
 PAPER PRODUCTS

SOLD TO

VERNONS CATERING
 HIGHWAY 31-SOUTH; ACROSS GULF SERVICE
 DAY MONTGOMERY, ALA.

TERMS:

1% 10 DAYS; 30 DAYS NET

SALESMAN	SHIP VIA	ORDER NO.	DATE
CHOOK	F.O.B. DEST. 5-2-0	VERNON	10/18/60
QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	21" MALCO SWEEP HOP COMPLETE		5.95
1	16" MALCO SWEEP HOP COMPLETE		4.45
1	6 gal. cont. MALCO SWEETREE		18.00
1	ONLY WHITE SINGLE TANK WITH 26 qt. tank on CASTERS & WINCH		27.00
		tax	36.00
			1.62
			57.00

MERCHANDISE RECEIVED WITHOUT OUR CONSENT WILL NOT BE ACCEPTED.
 NO ALLOWANCE FOR BREAKAGE. YOUR RECOURSE IS AGAINST TRANSPORTATION COMPANY.

OFFICE COPY

INVOICE No. 0

10705

MALTER SUPPLY COMPANY, INC.

Manufacturers and Distributors

P. O. BOX 172 • Jackson 5-9187 • NEW ORLEANS 3, LA.

FLOOR MAINTENANCE MATERIALS
SANITARY SPECIALTIES
JANITOR SUPPLIES
PAPER PRODUCTS

SOLD TO

VERNON'S CAFETERIA
HIGHWAY 91-SOUTH ACROSS GULF SERVICE
BAY MINETTE, ALA.

TERMS:

1% 10 DAYS, 30 DAYS NET

SALESMAN		SHIP VIA	ORDER NO.	DATE
CROOK		F.O.B. DEST. L.A.	VERNON	10/18/60
QUANTITY	DESCRIPTION	PRICE	AMOUNT	
1	24" MALCO SWEEP W/OT COMPLETE		3.95	
1	16" MALCO SWEEP W/OT COMPLETE		4.45	
1	6 gal. malt. MALCO SENTIMENT		18.00	
1	only WHITE SINGLE TANK WITH 25 qt. tank on		27.60	
	CANNERS & W/INGERS		56.00	
			2.68	
			97.68	
MERCHANDISE RETURNED WITHOUT OUR CONSENT WILL NOT BE ACCEPTED. NO ALLOWANCE FOR BREAKAGE YOUR RECEIPT IS AGAINST THE TRANSPORTATION COMPANY.				

4957

SUMMONS AND COMPLAINT

MALTER SUPPLY COMPANY, INC.

PLAINTIFF

VS:

J. C. VERNON
DOING BUSINESS AS
VERNONS CAFETERIA,

DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW
FILED

NOV 21 1961

ALICE J. DUCK, CLERK
REGISTER

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

Received 30 day of Nov. 1961
and on 1 day of Dec
Served a copy of the within & c
on J. C. Vernon
By service on _____
TAYLOR WILKINS, Sheriff
By W. A. Albert
3 miles north of Bly
Sheriff claims 6 miles at
Ten Cents per mile Total \$ 60
TAYLOR WILKINS, Sheriff
BY [Signature]
DEPUTY 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.

Cordially yours,

A handwritten signature in dark ink, appearing to read "Forest A. Christian", is written over the typed name.

FOREST A. CHRISTIAN

MALTER SUPPLY COMPANY, INC.,	X	
Plaintiff,	X	IN THE CIRCUIT COURT OF
Vs.	X	BALDWIN COUNTY, ALABAMA
J. C. VERNON, d/b/a/ VERNON'S CAFETERIA,	X	AT LAW
Defendant.	X	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:

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: Robert M Brantley

The Defendant demands a trial by jury.

WILTERS & BRANTLEY

BY: Robert M Brantley

FILED

JAN 8 1962

ALICE J. DUCK, CLERK
REGISTER