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THE FIDELITY & CASUALTY COMPANY ) IN THE CIRCUIT COURT OF OF NEW YORK, a corporation, ) BALDWIN COUNTY, ALABAMA Plaintiff, ) AT LAW

VS. ) CASE NO. 5834

M & M PRODUCE, a copartnership ) 

composed of ROBERT A BREEDIN ) 
and M. L. BREEDIN, ) 
Defendants )

## BILL OF COMPLAINT

The Plaintiff claims from the Defendants Three Hundred Sixty-Six and 66/100 Dollars (\$366.66) for the breach of the condition of a bond made by the Defendant and the Plaintiff as surety on the 6th day of January, 1962, payable to The State of New Mexico in the sum of Fourteen Hundred and No/100 Dollars (\$1400.00), a copy of which is attached hereto as "Exhibit A", and made a part hereof, with condition that the Defendant would promptly file true reports and make prompt payments of any and all motor vehicle fuel taxes levied or imposed by the State of New Mexico, together with any and all penalties and/or interest thereon. And the Plaintiff says the condition of the said bond has been broken by the Defendant in this.

FIRST: That the Defendant failed and refused to file monthly reports as required to the State of New Mexico for the year 1962 and through the Month of April, 1963.

SECOND: That the Defendant failed and refused to pay Three Hundred Sixty-Six and 66/100 Dollars (\$366.66) motor vehicle fuel tax to the State of New Mexico for the year 1962 and through the Month of May, 1963.

THIRD: That the Plaintiff was required to pay to the State of New Mexico the sum of Three Hundred Sixty-Six and 66/100 Dollars (\$366.66) as surety on the bond as aforesaid.

FOURTH: That the Plaintiff has demanded payment from the Defendant of the sume of Three Hundred Sixty-Six and 66/100 Dollars

(\$366.66) for losses incurred by the Plaintiff as a result of the breach of the conditions of the bond by the Defendant as aforesaid. To the damage of the Plaintiff as above stated.

ATTORNEYS FOR PLAINTIFF

DUCK AND LACTY

BY Charles

Defendants reside at Daphne, Alabama

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	MINING COMPANY - BAY MINETTE. ALA
The State of Alabama,	Circuit Court, Baldwin County
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TO ANY SHERIFF OF THE STATE	OF ALABAMA
You Are Commanded to Summon M &	M PRODUCE, a copartnership composed of
ROBERT A BREEDIN and	M. L. BREEDIN
to appear and plead, answer or demur, within	n thirty days from the service hereof, to the complaint in
of County, State of	f Alabama, at Bay Minette, against M. S. M. DDODTE
of RC	OBERT A BREEDEN & M. I. BREEDIN D.S.
byTHE FIDELITY & CASUALT	COMPANY_OF_NEW_YORK,a_corporation,_
Witness my hand thisd_Dday	y of Nov
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## STATE of ALABAMA

**Baldwin County** 

## CIRCUIT COURT

THE FIDELITY & CASUALTY COMPANY

OF NEW YORK, a corporation,

Plaintiffs

VS.

M & M PRODUCE, a copartnership composed of ROBERT A. BREEDIN and M. L. BREEDIN.

Defendants

Summons and Complaint

Filed 11-20 1943

Mingfrench Clerk

Phintiff's Attorney

Defendant's Attorney

Defendant lives at

Daphne, Alabama

Received In Office

Mar 20, 1963

Sheriff.

I have executed this summons

this 22 nd Nov. 19

by leaving a copy with

Robert a, E M. S. Breeden

Sheriff claims 5 4 miles at

Ten Cents per mile Icins, Shriff

Infort Wilkins

Sheriff.

Deputy Sheriff.