

LAW OFFICES
E. G. RICKARBY
392 FAIRHOPE AVENUE
FAIRHOPE, ALABAMA

February 23, 1963

5487

Mrs. Alice Duck
Clerk of the Circuit Court
Bay Minette, Alabama

Dear Mrs. Duck:

Re: Walt Peabody Advertising Service
Vs: H. E. Brown, Ind. & d/b/a Brown's
Our File: 62-98

Enclosed find summons and complaint, together
with my check in the sum of \$25.00 in the above
styled cause. Please process and oblige.

Yours very truly,



wrt
encl.
cc: (dup.) Client
3/23/63

WALT PEABODY ADVERTISING
SERVICE, INC., a corporation,

Plaintiff,

VS.

H. E. BROWN, Individually
and doing business as
BROWN'S,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

AT LAW.

CASE NO. _____.

C O M P L A I N T

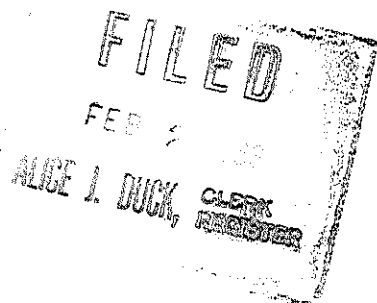
COUNT I

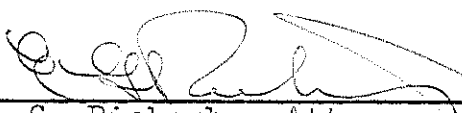
The Plaintiff claims of the Defendant the sum of ONE HUNDRED THIRTY DOLLARS (\$130.00) due from him by account on, to-wit, the 16th day of August, 1961; which sum of money with the interest thereon is still unpaid. An itemized and verified statement of said account is filed herewith.

COUNT II

The Plaintiff claims of the Defendant the sum of ONE HUNDRED THIRTY DOLLARS (\$130.00) for the breach of an agreement entered into by him on, to-wit, the 16th day of July, 1961, in accordance with an agreement, copy of which is filed herewith and made a part hereof. And the Plaintiff says that, although he has complied with all the provisions on his part, the Defendant has failed to comply with the following provisions thereof, viz: Defendant has failed to pay SIXTY-FIVE DOLLARS (\$65.00) due under said agreement on the 5th day of September, 1961, and SIXTY-FIVE DOLLARS (\$65.00) due on the 16th day of October, 1961.

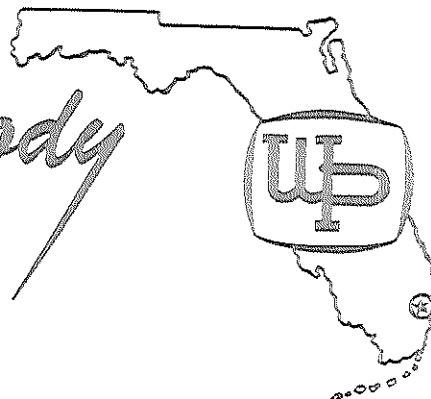
Plaintiff avers that in the said agreement and as a part of the consideration thereof, the Defendant has agreed to pay an attorney's fee for the collection thereof and the Plaintiff hereby claims the further sum of THIRTY-FIVE DOLLARS (\$35.00) as such attorney's fee.




E. G. Rickarby, Attorney for Plaintiff.

STATEMENT

Walt Peabody


 INVOICE 1-497-2
 NUMBER P-1-235-2

ADVERTISING, INC.

 1160 N.E. 24th COURT
 FT. LAUDERDALE, FLORIDA

INVOICE DATE 8-28-67

DATE

Brown's

Attn: H. E. Brown

330 Fairhope Avenue

Fairhope, Alabama

TERMS: NET UPON RECEIPT
OF INVOICE

PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE

Display advertisement on bowling score sheets for: Dogwood Lanes

 Terms: 4 monthly payments of \$65.00
 each starting with date of invoice.

advance payment

Balance due

9-5

10-16

AMOUNT

\$325.00

65.00

260.00

65.00

195.00

65.00

130.00

WALT PEABODY ADVERTISING SERVICE

1160 N.E. 24TH COURT-FT. LAUDERDALE, FLORIDA

Date July 16 1961

WALT PEABODY ADVERTISING SERVICE, (1160 N.E. 24th Court, Fort Lauderdale, Florida),
Publisher of bowling scoresheets, is hereby
authorized to publish advertising hereon
indicated for which I We agree to pay.

Total Sale\$ 325.00

Advance Payment\$ 65.00

Balance Due\$ 260.00

Cut or Art Work Charge ...\$ _____

65.00 - months for 4 months
Starting Aug 16 1961

Make all checks payable to Walt Peabody Advertising Service. Signed receipt will be given for cash payment. Keep receipt with your records. Neither party to this contract is bound by any verbal agreement.

Firm Name Brown

Signed by [Signature]

Title of Signer H. E. Brown

Street Address _____

City Fairhope Ala

Name of Bowling Establishment

Time Coverage - 1 Year

Dogwood Lane

Advertising Space

No verbal agreement, nor anything not expressed in this order, will be recognized by the publisher. It is agreed that this order cannot be cancelled. Failure to furnish copy gives the publisher the right to make up copy. Reasonable care will be used in the printing of advertisements and any allowances made for typographical errors will be based on importance of errors. A proof of advertisement will be furnished only at an extra charge of \$5.00. If legal procedures are instituted for collection of any amount unpaid on this agreement I/We agree to pay in addition thereto such sum as the court may adjudge reasonable as attorney's fees in such a suit.

AMERICA'S FINEST BOWLING SCORE SHEETS

Salesman T. Miller

Bowling Lane Dogwood Lane

City Fairhope Ala

COPY APPROVED AS SUBMITTED

[Signature]
Signature of Signer of Contract

Print clearly INSIDE the space which will actually be used.
Show full size of any cuts. Put one ad on each sheet.

Standard SIDE Ads

Standard TOP AND BOTTOM ads

TERMS	BROWN'S		TERMS
	TIRES - T.V. -	APPLIANCES	
	Admiral	appliances	
	330 Fairhope AVE	WAVERLY 8-2157	

SEND ORIGINAL AND FIRST CARBON TO MAIN OFFICE

COUNTY OF Broward

STATE OF Florida

Be it remembered, that on this 14th day of February
A. D., 1963, personally appeared before me, the undersigned authority, Edabelle Turk known to me

who being duly sworn, upon his oath stated that he is Secretary
of Walt Peabody Advertising Service, Inc.

{ a corporation organized and doing business under the laws of the State of Florida
{ and 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 Walt Peabody Advertising Service, Inc.; that the attached account against

Brown's of Fairhope, Alabama
is just and correct, within the knowledge of this affiant, that the items thereon stated and com-
posing the said account were sold and delivered to said Brown's

at { its
their } special instance and request, that credit has been duly given for all payments and
his
just and lawful offsets to which said account is entitled as thereon stated, and that the balance
thereof, amounting to the sum of One hundred thirty and no/100- - - - Dollars
(\$130.00) with interest from November 1961 is justly due and
remains unpaid.

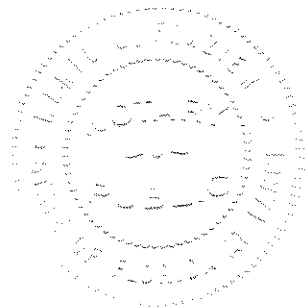
Edabelle Turk X

I hereby certify under my official seal that I am authorized as a Notary Public to
administer oaths under the laws of the State of Florida
and that the foregoing was subscribed and sworn to before me on the day and year
first above stated.

Marie J.razier
Notary Public

County of Broward State of Florida

My commission expires NOTARY PUBLIC STATE OF FLORIDA at LARGE A. D. 19 1967
MY COMMISSION EXPIRES JAN. 31, 1967
BONDED THROUGH FRED W. DIESTELHORST



SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,

BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. _____

TERM, 19____

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon H. E. BROWN,

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 H. E. BROWN,

Ind. & d/b/a BROWN'S, Defendant.

by WALT PEABODY ADVERTISING SERVICE, Inc. a corporation

Plaintiff.

Witness my hand this 27 day of Feb 1963

Exp-2-2-63 Alvin J. Duck Clerk

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

WALT PEABODY ADVERTISING SERVICE, *Inc.*

a corporation,

Plaintiffs

vs.

H. E. BROWN, Ind. & d/b/a

BROWN'S

Defendants

SUMMONS and COMPLAINT

Filed **FILED**, 19

FEB 27 1963

, Clerk

ALICE J. DUCK, CLERK
REGISTER

E. G. Rickarby
Attorney at Law
Fairhope, Alabama

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Alabama.
Myrtle Avenue, Fairhope, /

RECEIVED IN OFFICE

February 27, 19*63*

, Sheriff

I have executed this summons

this *2nd day of Mar*, 19*63*

by leaving a copy with

Sheriff claims *70* miles at

Ten Cents per mile Total \$ *7.00*
TAYLOR WILKINS, Sheriff

BY

DEPUTY SHERIFF

Taylor Wilkins Sheriff

Fred Leibart Deputy Sheriff

F. Hope

WALT PEABODY ADVERTISING
SERVICE, INC., a corporation,

Plaintiff

vs

H. E. BROWN, individually
and doing business as BROWN'S,

Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

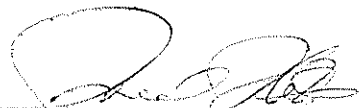
AT LAW

CASE NO. 5487

Comes now the defendant in the above styled cause and files the following separate and several pleas to the plaintiff's complaint and separately and severally to each count thereof and says as follows:

Plea I. The defendant pleads the general issue.

Plea II. The defendant says that he is not indebted to the plaintiff.



FRED F. SMITH, JR.
Attorney for Defendant

P.O.Box 10622
Prichard, Alabama

ATTORNEY FOR PLAINTIFF:

E. G. Rickarby

FILED

MAR 22 1953

ALICE J. DUCK, CLERK
REGISTER

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