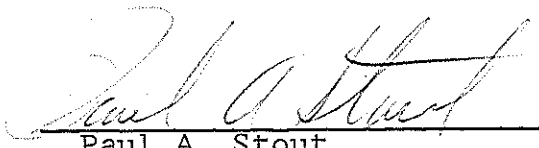
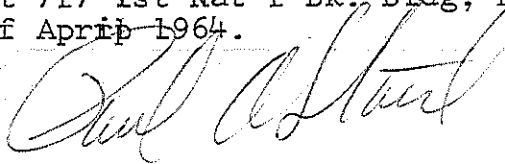


CAUSEWAY DEVELOPMENT COMPANY	Ø	IN THE CIRCUIT COURT OF
Plaintiff	Ø	BALDWIN COUNTY, ALABAMA
vs	Ø	
Tom F. Stone, Individually	Ø	AT LAW
and D/B/A Tomés Etc.	Ø	
Defendant	Ø	CASE NO. 5992

COMES the Defendant in the above styled cause and
for answer pleads the general issue not guilty


Paul A. Stout
Attorney for Defendant

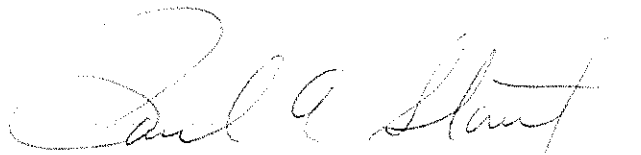
I certify I have personally left a copy of
the above pleading in the office of Jack Gallalee,
Attorney for plaintiff, at 717 1st Nat'l Bk. Bldg, Mobile
Alabama on the 25th day of April 1964.



FILED
APR 27 1964
ALICE J. DUCK, CLERK
REGISTER

CAUSEWAY DEVELOPMENT COMPANY : IN THE CIRCUIT COURT OF
 Plaintiff :
 VS. : BALDWIN COUNTY, ALABAMA
 TOM F. STONE, individually :
 and d/b/a TOM'S TRUCK AND : AT LAW
 REFRIGERATION SERVICE AND :
 REPAIR COMPANY. :
 Defendant : NO. 5992

Comes now PAUL A. STOUT, attorney for Defendant
 in the above styled cause and with leave of the Court
 first had and obtained files this motion to withdraw as
 attorney for the said DEFENDANT, Tom F. Stone, individually
 and d/b/a Tom's Truck and Refrigeration Service and Repair
 Company.



 PAUL A. STOUT, Attorney
 711 First National Bank Bldg
 Mobile, Alabama

STATE OF ALABAMA

BALDWIN COUNTY

The abovemotion on file in Circuit Court in above
 County, submitted, understood and considered by me. It
 is hereby ordered that PAUL A. STOUT be permitted to with-
 draw as attorney for Tom F. Stone, individually and d/b/a
 Tom's Truck and Refrigeration Service and Repair Company.

Filed
7-6-64
W. J. J. J. J.
ccw


 CIRCUIT JUDGE

I hereby accept service of the above motion
 filed by attorney Paul A. Stout in the above styled
 cause on July 3, 1964.


 JACK C GALLALEE, Attorney for
 Causeway Development Company

CAUSEWAY DEVELOPMENT COMPANY,)	IN THE CIRCUIT COURT OF
)	
Plaintiff)	BALDWIN COUNTY, ALABAMA
)	
vs/)	AT LAW
)	
TOM F. STONE, individually and)	
doing business as TOM'S TRUCK)	
AND REFRIGERATION SERVICE AND)	
REPAIR CO.)	
)	
Defendant)	No. <u>5992</u>

Plaintiff claims of the Defendant the sum of Six Hundred Dollars (\$600.00), together with interest thereon, damages for the breach of that certain written lease entered into by said Defendant on, to-wit, November 24, 1962, by which Defendant agreed to lease from Plaintiff certain premises in Baldwin County, Alabama on the Mobile Bay Causeway more particularly described as follows:

Commencing at a point, said point being located on a line coinciding with a "cyclone" type wire fence, which fence is approximately 30 yards West of Argiro's Package Store, said point being at the Northwest corner of the real property the subject of this lease; thence 170.16 Westerly to a point, thence Southerly to bulkhead, thence Easterly along bulkhead to a point located on a line coinciding with above mentioned "cyclone" wire fence, thence Northerly along said line to the point of beginning;


for a primary term of one (1) year and a secondary term of four (4) additional years from, to-wit, the 1st day of December, 1962, through the 30th day of November, 1967, and to pay to Plaintiff as rental therefor the sum of One Hundred Fifty Dollars (\$150.00) per month; and Plaintiff avers that Defendant has defaulted on the monthly rental installments due on the first days of December, 1963, and January, February and March, 1964, wherefore Plaintiff sues for the rent for the four (4) month period, December, 1963, through March, 1964, but does not waive its right to sue for any subsequent

rent due under said lease.

Plaintiff further avers that under the terms of said lease the Defendant agreed to pay to Plaintiff a reasonable attorneys' fee in the event of the employment of an attorney for the collection of any amount due, and Plaintiff avers that the sum of One Hundred Fifty Dollars (\$150.00) is a reasonable attorneys' fee for the services of its attorneys in regard to the matters herein contained; and Plaintiff further avers that the amounts set out above, with interest thereon, are unpaid, wherefore he sues.

CAFFEY, GALLALEE & CAFFEY

By


Attorneys for Plaintiff

Serve Tom F. Stone at
Tom's Truck and Refrigeration
Service and Repair Co., South-
side, Mobile Bay Causeway,
West of Argiro's.

FILED

MAR 27 1964

ALICE L. DUCK, CLERK
REGISTER

WRIT OF ATTACHMENT

STATE OF ALABAMA

COUNTY OF BALDWIN

To any Sheriff of the State of Alabama:

Whereas, George Argiro hath complained on oath to me, the undersigned Clerk of the Circuit Court of Baldwin County, Alabama, that Tom F. Stone, individually and doing business as Tom's Truck and Refrigeration Service and Repair Co., is indebted to Causeway Development Company, Plaintiff, in the sum of Six Hundred Dollars (\$600.00), and the Plaintiff having made affidavit and given bond as required by law in such cases, you are hereby commanded to attach so much of the estate of Tom F. Stone, individually and doing business as Tom's Truck and Refrigeration Service and Repair Co. as will be of value to satisfy the said debt and costs, according to the complaint; and such estate, unless replevied, so to secure that the same may be liable to further proceedings thereon, to be had in the Circuit Court for the County of Baldwin to be held at the Court House thereof; when and where you must make known how you have executed this writ.

Witness my hand, this the 22 day of March, 1964.

Alice J. Clark
Clerk

*Executed this 2nd day of April by
Attaching 1-5000 Gal. Trailmobile TRAILER
SER. # 35431.*

*Taylor Wilkins, Sheriff
By: Fred Liebert D.S.*

*Causeway
60 miles
\$600*

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

STATE OF ALABAMA
BALDWIN COUNTY

Circuit Court, Baldwin County

No. 5992

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Tom F. Stone, Ind. & d/b/a Tom's Truck & Refrigeration
Service & Repair Co.

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 Tom F. Stone, Ind. & d/b/a
Tom's Truck & Refrigeration Service & Repair Co......, Defendant.....
by Causeway Development Company.....

....., Plaintiff.....
Witness my hand this 27th day of March 1964....

64-4-2-64

Alice J. Duck Clerk

No.....5992.....

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

CAUSEWAY DEVELOPMENT CO.

Plaintiffs

vs.

TOM F. STONE, Ind. & d/b/a TOMES

TRUCK & REFRIGERATION SERVICE & REPAIR

Defendants

1. SUMMONS AND COMPLAINT

~~2. Attachment Writ~~

FiledMarch 27..... 1964.....

Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

3/30 1964

Sheriff

I have executed this summons

this 2nd of April 1964

by leaving a copy with

Tom F. Stone

Sheriff claims 60 miles at
Ten Cents per mile Total \$6.00
TAYLOR WILKINS Sheriff
BY Deputy Sheriff

Taylor Wilkins Sheriff

Fred L. Lutz Deputy Sheriff

(Counsellor)
\$60 miles
\$6.00

Paul A. Stout *Attorney - at - Law*

711 First National Bank Building, Mobile, Alabama

TELEPHONE 432-9946

July 3, 1964

Honorable Judge
Circuit Court At Law
Baldwin County
Baldwin County Courthouse
Bay Minette, Alabama

Dear Judge:

Enclosed is a copy of letter I submitted to Tom F. Stone, individually and d/b/a Tom's Truck and Refrigeration Service and Repair Company.

Upon receipt of the letter Mr. Stone agreed with me that all business relations and all activity as his attorney be mutually terminated.

Yours truly,



PAUL A. STOUT

A

STB

ENCLOSURE: 1

CAFFEY, GALLALEE & CAFFEY

ATTORNEYS AT LAW
717 FIRST NATIONAL BANK BUILDING
MOBILE, ALABAMA
P. O. BOX 388

WILLIAM G. CAFFEY (COUNSEL)
JACK C. GALLALEE
WILLIAM G. CAFFEY, JR.
ROBERT S. EDINGTON
RALPH R. LOVELESS

October 7, 1964

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

Dear Mrs. Duck:

We received from you a cost bill in the case of Causeway Development Co. vs. Stone, Number 5992. As I mentioned in my letter several days ago, these costs are to be taxed against the defendant. Mr. Stone understands that he has to pay them in order to obtain the release of the trailer which was attached. Therefore, I return herewith the cost bill and request that you send it to Mr. Stone.

Very truly yours,

CAFFEY, GALLALEE & CAFFEY

By



JCG:mb

Enc.

STATE OF ALABAMA

COUNTY OF BALDWIN

AFFIDAVIT OF ATTACHMENT

Personally appeared before me, the undersigned authority,
George Argiro, who being duly sworn deposes and says:

There is justly due to Causeway Development Company, a
co-partnership composed of George Argiro and Manuel Clikas, as
landlord, from Tom F. Stone, individually and doing business as
Tom's Truck and Refrigeration Services and Repair Co., as tenant,
the sum of Six Hundred Dollars (\$600.00) rental under that certain
lease executed by him on November 24, 1962, relating to the follow-
ing premises on the Mobile Bay Causeway, in Baldwin County, Alabama,
to-wit:

Commencing at a point, said point being
located on a line coinciding with a "cyclone"
type wire fence, which fence is approximately
30 yards West of Argiro's Package Store, said
point being at the Northwest corner of the real
property the subject of this lease; thence 170.16
Westerly to a point, thence Southerly to bulkhead,
thence Easterly along bulkhead to a point located
on a line coinciding with above mentioned "cyclone"
wire fence, thence Northerly along said line to
the point of beginning;

that said rent is due; that said tenant has failed and refused on
demand to pay said rent.

The attachment herein sued out under the provisions of
Title 31, Chapter 2, Article 2, Code of Alabama of 1940, as amended
is not for the purpose of vexing or harassing the said Tom F. Stone.

George Argiro
George Argiro

Sworn to and subscribed before me
this the 24th day of March, 1964.

Jack L. Gallahue
Notary Public State of Alabama

FILED

MAR 27 1964

ALICE I. DUCK, CLERK
REGISTER

STATE OF ALABAMA

COUNTY OF BALDWIN

KNOW ALL MEN BY THESE PRESENTS that we, Causeway Development Company, a co-partnership composed of George Argiro and Manuel Clikas, as Principal and _____ as Surety, are held firmly bound unto Tom F. Stone, individually and doing business as Tom's Truck and Refrigeration Service and Repair Co. in the sum of Twelve Hundred Dollars (\$1,200.00), to be paid to the said Tom F. Stone, his heirs and assigns, for the payment of which well and truly to be made, we bind ourselves and each of us and each of our heirs, executors and administrators, jointly, severally and firmly by these presents.

Sealed with our seals and dated this _____ day of March, 1964.

The condition of the above obligation is such that whereas the above bound Causeway Development Company has on the date hereof prayed an attachment at the suit of Causeway Development Company against the above-named Tom F. Stone, for the sum of Six Hundred Dollars (\$600.00) as rent, and has obtained the same, returnable to the Circuit Court of Baldwin County, Alabama,

Now if the said Plaintiff shall prosecute said attachment to effect and pay the Defendant all such damages as he may sustain from the wrongful and vexatious suing out of such attachment, then this obligation is void; otherwise to remain in full force and effect.

March 26, 1964

was
If this bond/presented to me
would accept same as good and
efficient surety.

John E. Mandeville
JOHN E. MANDEVILLE, CLERK,
Circuit Court, Mobile County,
Alabama

CAUSEWAY DEVELOPMENT COMPANY (SEAL)

By

George Argiro

By

Manuel Clikas
Partners

(SEAL)

STATE OF ALABAMA
COUNTY OF BALDWIN

5992

AFFIDAVIT OF ATTACHMENT

Personally appeared before me, the undersigned authority, George Argiro, who being duly sworn deposes and says:

There is justly due to Causeway Development Company, a co-partnership composed of George Argiro and Manuel Clikas, as landlord, from Tom F. Stone, individually and doing business as Tom's Truck and Refrigeration Service and Repair Co., as tenant, the sum of Six Hundred Dollars (\$600.00) rental under that certain lease executed by him on November 24, 1962, relating to the following premises on the Mobile Bay Causeway, in Baldwin County, Alabama, to-wit:

Commencing at a point, said point being located on a line coinciding with a "cyclone" type wire fence, which fence is approximately 30 yards West of Argiro's Package Store, said point being at the Northwest corner of the real property the subject of this lease; thence 170.16 Westerly to a point, thence Southerly to bulkhead, thence Easterly along bulkhead to a point located on a line coinciding with above mentioned "cyclone" wire fence, thence Northerly along said line to the point of beginning;

that said rent is due; that said tenant has failed and refused on demand to pay said rent.

The attachment herein sued out under the provisions of Title 31, Chapter 2, Article 2, Code of Alabama of 1940, as amended is not for the purpose of vexing or harassing the said Tom F. Stone.

George Argiro
George Argiro

Sworn to and subscribed before me
this the 24th day of March, 1964.

Jack L. Gallahue
Notary Public

FILED

MAR 27 1964

ALICE J. DICK, CLERK
REGISTER

528

STATE OF ALABAMA

COUNTY OF BALDWIN

KNOW ALL MEN BY THESE PRESENTS that we, Causeway Development Company, a co-partnership composed of George Argiro and Manuel Clikas, as Principal and Globe Indemnity Company as Surety, are held firmly bound unto Tom F. Stone, individually and doing business as Tom's Truck and Refrigeration Service and Repair Co. in the sum of Twelve Hundred Dollars (\$1,200.00), to be paid to the said Tom F. Stone, his heirs and assigns, for the payment of which well and truly to be made, we bind ourselves and each of us and each of our heirs, executors and administrators, jointly, severally and firmly by these presents.

Sealed with our seals and dated this 25th day of March, 1964.

The condition of the above obligation is such that whereas the above bound Causeway Development Company has on the date hereof prayed an attachment at the suit of Causeway Development Company against the above-named Tom F. Stone, for the sum of Six Hundred Dollars (\$600.00) as rent, and has obtained the same, returnable to the Circuit Court of Baldwin County, Alabama,

Now if the said Plaintiff shall prosecute said attachment to effect and pay the Defendant all such damages as he may sustain from the wrongful and vexatious suing out of such attachment, then this obligation is void; otherwise to remain in full force and effect.

CAUSEWAY DEVELOPMENT COMPANY (SEAL)

By

George Argiro

By

Manuel Clikas
Partners

GLOBE INDEMNITY COMPANY

(SEAL)

By:

Attorney in fact

March 26, 1964

was

If this bond/presented to me would accept same as good and efficient surety.

John E. Mandeville
JOHN E. MANDEVILLE, CLERK,
Circuit Court, Mobile County,
Alabama