

STATE OF ALABAMA,
COUNTY OF BALDWIN.

CIRCUIT COURT, BALDWIN COUNTY,
NO. 6961 TERM, 1966.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are Hereby Commanded to Summon RAYMOND FELL, INC., 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 WILLIAM FELL, INC., Defendant, by PRECISION PAINT CORPORATION, a Corporation, Plaintiff.

WITNESS my hand this 9 day of May, 1966.

Russell J. Luck Clerk.

PRECISION PAINT CORPORATION,	Ø	
a Corporation,	Ø	
Plaintiff,	Ø	IN THE CIRCUIT COURT OF
VS.	Ø	BALDWIN COUNTY, ALABAMA,
RAYMOND FELL, INC.,	Ø	AT LAW.
Defendant.	Ø	

C O M P L A I N T

Count I.

The Plaintiff claims of the Defendant FIVE HUNDRED FIFTY-ONE AND 09/100 DOLLARS (\$551.09) due from him by account, on, to-wit, the 31st day of December, 1963, which sum of money with the interest thereon is still unpaid. The account sued on is evidenced by an itemized and verified statement filed herewith.

Count II.

The Plaintiff claims of the Defendant the sum of FIVE HUNDRED FIFTY-ONE AND 09/100 DOLLARS (\$551.09) due from him by account stated between the Plaintiff and the Defendant on, to-wit, the 31st day of December, 1963, which sum of money with the interest thereon is still unpaid.

Count III.

The Plaintiff claims of the Defendant the sum of FIVE HUNDRED FIFTY-ONE AND 09/100 DOLLARS (\$551.09) due from him for merchandise,

Cont'd Summons & Complaint:

Precision Paint vs. Raymond Fell, Inc.

goods and chattels sold by the Plaintiff to the Defendant between the 30th day of July, 1962, and the 31st day of December, 1963, which sum of money with the interest thereon is still unpaid.



E. G. RICKABY, Attorney for
Plaintiff.

Defendant lives in Elberta, Alabama.

FILED

Jul 9 1966

WILLIAM W. CLARK
CLERK
JUL 11 1966

COUNTY OF DEKALB

SG-188 (13743)

STATE OF GEORGIA

Wpts 241

Be it remembered, that on this 25 day of APRIL
A. D., 1966, personally appeared before me, the undersigned authority, ROBERT D. JONES
known to me
who being duly sworn, upon his oath stated that he is VICE PRESIDENT
of PRECISION PAINT CORPORATION
{ a corporation organized and doing business under the laws of the State of GEORGIA
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 PRECISION PAINT CORPORATION; that the attached account against
RAYMOND FELL COMPANY of ELBERTA, 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 RAYMOND FELL COMPANY
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 FIVE HUNDRED FIFTY ONE DOLLARS & NINE CENTS
(\$ 551.09) with interest from 1966 is justly due and
remains unpaid.

R D Jones

ROBERT D. JONES

VICE PRESIDENT

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 Georgia
and that the foregoing was subscribed and sworn to before me on the day and year
first above stated.

William S. Thornton

Notary Public

County of DeKalb State of Georgia
My commission expires Notary Public, Georgia, State at Large A. D. 1972

My Commission Expires April 20, 1972

CODE 205
Telephone: 928-9836

LAW OFFICES

Mailing Address
P.O. BOX 471

E. G. RICKARBY
35 SOUTH SECTION STREET
FAIRHOPE, ALABAMA 36532

May 5, 1966

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

Dear Mrs. Duck:

Inre: Precision Paint Corp.
Vs: Raymond Fell, Inc.
File No. 66-10

Enclosed find Summons & Complaint in the above mentioned matter, together with itemized and verified statement of account and check for \$25.00 Court costs.

Please process and oblige and hand copy of same to the Sheriff, together with the enclosed letter to him.

Thanks.

Yours very truly,



jlb
Encls.
cc: Dun & Bradstreet, Inc.
5-18-66

5/13/64 *Power Service*NAME **Fell Company, Raymond**

SHEET NO. 19

A

ADDRESS

Elberta, Alabama

RATING

CREDIT LIMIT

OLD BALANCE	DATE	FOLIO	DEBITS	CREDITS	BALANCE
	87 JUN 30	63.969	1556.39	<i>Specie Term</i>	1556.39 S
1556.39	87 JUL 10	63.591	221.94		1778.33 S
1778.33	87 AUG 15	64.482	504.92		2283.25 S
2283.25	87 DEC 31	64.2		81.96	2201.29 S
2201.29	87 DEC 31	64.798	22.01		2223.30 S
2223.30	87 MAY 13	71.452	22.23		2245.53 S
2245.53	87 JUN 23	34.20		1699.90	5456.3 S
5456.3	87 NOV 30	77.410	5.46		5510.9 S
5510.9	87 DEC 31	To Bad DEBITS			5510.9
					.00 S

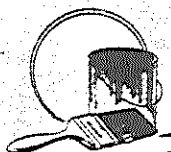
NO. OF PIECES

5/GAL/PAIS	
2/GAL/PAIS	
GALLONS	
QUARTS	
PINTS	2 30
1/2 PINTS	
1/4 PINTS	
4 OZ. TUBES	
1 OZ. TUBES	
TOTALS	2 30

FILE COPY

No. 63969

Page 49



PRECISELY Right
FOR THE JOB

PRECISION *Paint* CORPORATION
manufacturers

5275 PEACHTREE INDUSTRIAL BOULEVARD
CHAMBLEE, GEORGIA
JUST NORTH OF ATLANTA
PHONE 457-2577

SOLD TO **Raymond Pail Company**
Elberta, Alabama

SHIPPED TO

NOTE: The sale evidenced by this invoice is made subject to the condition that if the amount shown as due is not paid on the date due, the unpaid portion shall bear interest from due date at the rate of 1% per month, and further if it is necessary to collect the amount shown as due or any part thereof by or through an attorney at law, there shall be added to the amount due fifteen (15%) per cent as attorney's fees.

YOUR ORDER NO.	SHIPPED VIA B. C. Tr.	SALES NO. 19	DATE OF INVOICE JUL 3 0 1962
DATED 7/25/62	DATE JUL 3 0 1962	GROUP 3	TERMS SPECIAL

NUMBER OF PIECES	DESCRIPTION	CODE	QUANTITY	SIZE	UNIT PRICE	AMOUNT
1	Varnish Stains - Mahogany	V-64	12	plate		
1	Maple	V-65	12	plate		
			<u>24</u>		.57	13.68
						1,729.32
					10 9/10	172.93
						<u>1,556.39</u>

COLOR CARDS - Int. Fresh - 40
G.D., Masonry, A-Line, Latex Ext. 10 ea
Exterior - RHE 25 /
Varnish, P&P, P-Line, Barn & R - 20 ea

NO. OF PIECES

5/GAL./PAIS	
2/GAL./PAIS	
GALLONS	180
QUARTS	165
PINTS	60
1/2 PINTS	
1/4 PINTS	
4 OZ. TUBES	
1 OZ. TUBES	
TOTALS	19405

FILE COPY

No. 63968

Page 28

PRECISION PAINT
FOR THE JOBPRECISION Paint CORPORATION
manufacturers3475 PEACHTREE INDUSTRIAL BOULEVARD
CHAMBLEE, GEORGIA
JUST NORTH OF ATLANTA
PHONE 457-2577

SOLD TO

Raymond Fall Company

Elberta, Alabama

SHIPPED TO

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YOUR ORDER NO.	SHIPPED VIA	B. C. Pr.	SALES NO.	19	DATE OF INVOICE	JUL 3 01962
DATED	7/25/62	DATE	JUL 3 01962	GROUP	3	TERMS

NUMBER OF PIECES	DESCRIPTION	CODE	QUANTITY	SIZE	UNIT PRICE	AMOUNT
1	Varnishes - Satin Finish	V-40	4	gallons	3.64	14.56
2	Satin Finish	V-40	12	quarts	1.01	12.12
1	Satin Finish	V-40	12	pints	.37	6.84
2	Floor Sealer	V-50	4	gallons	2.80	11.20
2	Floor Sealer	V-50	12	quarts	.80	9.60
1	Varior Sealer	V-60	6	quarts	.86	5.16
2	Gym Finish	V-70	8	gallons	3.10	24.80
1	Gym Finish	V-70	6	quarts	.88	5.28
1	Varnish Stains - Light Oak	V-61	6	quarts		
	Dark Oak	V-62	6	quarts		
	Walnut	V-63	6	quarts		
	Hahogany	V-64	6	quarts		
	Maple	V-65	6	quarts		
			<u>30</u>	quarts		
				qts	1.04	31.20
	Light Oak	V-61	12	pints		
	Dark Oak	V-62	12	pints		
	Walnut	V-63	12	pints		
			<u>36</u>	pints		
				pzs	.57	20.52
						1715.64

5/GAL/PAIS	
2/GAL/PAIS	
GALLONS	8 260
QUARTS	8 170
PINTS	
1/2 PINTS	
1/4 PINTS	
4 OZ. TUBES	
1 OZ. TUBES	
TOTALS	16480

FILE COPY

No. 63967

Page 47

PRECISION Paint CORPORATION
manufacturers5205 PEACHTREE INDUSTRIAL BOULEVARD
CHAMBLEE, GEORGIA
JUST NORTH OF ATLANTA
PHONE 457-2577

SOLD TO

Raymond Fell Company
Bilbarts, Alabama

SHIPPED TO

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YOUR ORDER NO.	SHIPPED VIA E. C. Tr.	SALES NO. 19	DATE OF INVOICE JUL 3 01962
DATED 7/25/62	DATE JUL 3 01962	GROUP 3	TERMS SPECIAL

NUMBER OF PIECES	DESCRIPTION	CODE	QUANTITY	SIZE	UNIT PRICE	AMOUNT
	Painters' Latex - White	P-10	4	gallons		
	Off White	P-11	4	gallons		
	Gray	P-12	4	gallons		
	Yellow	P-13	4	gallons		
	Pink	P-14	4	gallons		
	Green	P-15	4	gallons		
	Blue	P-16	4	gallons		
	Barn Red	P-17	4	gallons		
			<u>34</u>	GALS	2.75	88.00
	White	P-10	6	quarts		
	Off White	P-11	6	quarts		
	P-12 Gray	P-12	6	quarts		
	Yellow	P-13	6	quarts		
	Pink	P-14	6	quarts		
	Green	P-15	6	quarts		
	Blue	P-16	6	quarts		
	Barn Red	P-17	6	quarts		
			<u>48</u>	QTS	.82	39.36

1574.36

5/GAL/PAIS	
2/GAL/PAIS	
GALLONS	8 360
QUARTS	1 10
PINTS	1 15
1/2 PINTS	
1/4 PINTS	
4 OZ. TUBES	
1 OZ. TUBES	
TOTALS	16 480

FILE COPY

No. 63966

1 Page 47

PRECISION Paint CORPORATION
manufacturers5275 PEACHTREE INDUSTRIAL BOULEVARD
CHAMBLEE, GEORGIA
JUST NORTH OF ATLANTA
PHONE 457-2577

SOLD TO

Raymond Hall Company

Elberta, Alabama

SHIPPED TO

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YOUR ORDER NO.	SHIPPED VIA	SALES NO.	DATE OF INVOICE
	B. C. Tr.	19	JUL 3 01962
DATED	DATE	GROUP	TERMS
7/25/62	JUL 3 01962	2	SPECIAL

NUMBER OF PIECES	DESCRIPTION	CODE	QUANTITY	SIZE	UNIT PRICE	AMOUNT
1	Seal-A-Rite Primer	A-50	4	gallons	3.30	13.20
1	Seal-A-Rite Primer	A-50	6	quarts	.93	5.58
2	Veratone - Ceiling White	A-60	8	gallons	3.10	24.80
1	Ceiling White	A-60	6	quarts	.87	5.22
1	Emul Undercoat	D-20	4	gallons	3.28	13.12
1	Emul Undercoat	D-20	6	quarts	.92	5.52
1	Emul Undercoat	D-20	12	pints	.51	6.12
1	Alkyd Flat En. - White	L-10	4	gallons		
1	Lease Yellow	L-22	4	gallons		
1	Mint Green	L-24	4	gallons		
1	Honey beige	L-37	4	gallons		
1			16	GALS	3.40	54.40
1	White	L-10	6	quarts		N/C
1	Lease Yellow	L-22	6	quarts		
1	Mint Green	L-24	6	quarts		
1	Honey beige	L-37	6	quarts		
1			18	QTS	.95	17.10
					Final	1447.00

3/4 GAL/PAILS	
2 GAL/PAILS	
GALLONS	3 12
QUARTS	12 180
PINTS	
1/2 PINTS	
1/4 PINTS	
4 OZ. TUBES	
1 OZ. TUBES	
TOTALS	15 315

FILE COPY

No. 63965

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PRECISION *Paint* CORPORATION
manufacturers

PRECISION PAINT
FOR THE JOB

3275 PEACHTREE INDUSTRIAL BOULEVARD
CHAMBLEE, GEORGIA
JUST NORTH OF ATLANTA
PHONE 457-2577

SOLD TO

Raymond Fell Company

Elberta, Alabama

SHIPPED TO

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YOUR ORDER NO.	SHIPPED VIA	B. C. Tr.	SALES NO.	19	DATE OF INVOICE	JUL 30 1962
DATED	7/25/62	DATE	JUL 30 1962	GROUP	3	TERMS SPECIAL

NUMBER OF PIECES	DESCRIPTION	CODE	QUANTITY	SIZE	UNIT PRICE	AMOUNT
	Varatone - White	R-10	6	quarts		
	Mint Green	R-27	6	quarts		
	Light Orchid	R-28	6	quarts		
	Cherry Pink	R-31	6	quarts		
	French Gray	R-33	6	quarts		
	Sandstone	R-34	6	quarts		
	Spray Blue	R-36	6	quarts		
	Honey Daise	R-37	6	quarts		
	Primer-Clear	R-40	6	quarts		
			<u>54</u>	quarts	98	52.92
	Sunny Yellow	R-13	4	gallons		
	Indian Red	R-24	4	gallons		
	Lemon Yellow	R-30	4	gallons	3.85	46.20
			<u>12</u>	GALS		
	Sunny Yellow	R-13	6	quarts		
	Indian Red	R-24	6	quarts		
	Lemon Yellow	R-30	6	quarts		
			<u>18</u>	quarts	1.07	19.26
				quarts		
					Final	1301.94

5/GAL/PAIS	
2/GAL/PAIS	
GALLONS	10 450
QUARTS	7 150
PINTS	
1/2 PINTS	
1/4 PINTS	
4 OZ. TUBES	
1 OZ. TUBES	
TOTALS	17 550

FILE COPY

No. 63964

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PRECISION Paint CORPORATION
manufacturers

5215 PEACHTREE INDUSTRIAL BOULEVARD

CHAMBLEE, GEORGIA

JUST NORTH OF ATLANTA

PHONE 457-2577

PRECISION Paint
FOR THE JOB

SOLD TO

Raymond Felt Company

Elberta, Alabama

SHIPPED TO

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YOUR ORDER NO.	SHIPPED VIA	B. C. TR.	SALES NO.	19	DATE OF INVOICE	JUL 3 0 1962	
DATED	7/25/62	DATE	JUL 3 0 1962	GROUP	3	TERMS	SPECIAL

NUMBER OF PIECES	DESCRIPTION	CODE	QUANTITY	SIZE	UNIT PRICE	AMOUNT
	Quick-Dry En. - White	E-10	12	pints		
	Light Green	E-14	12	pints		
	Black	E-15	12	pints		
	Bright Yellow	E-17	12	pints		
	Red	E-19	12	pints		
	Light Yellow	E-23	12	pints		
	Pink	E-25	12	pints		
			<u>84</u>	PTS	168	37.12
2	Veratone - White	E-10	8	gallons		
	Mint Green	E-27	4	gallons		
1	Light Orchid	E-28	4	gallons		
	Cherry Pink	E-31	4	gallons		
	French Gray	E-33	4	gallons		
	Smaltone	E-34	4	gallons		
	Spray Blue	E-36	4	gallons		
	Honey Beige	E-37	4	gallons		
	Primer-Clare	E-40	4	gallons		
			<u>40</u>	GALS	3.50	142.00
						1183.56

5/GAL/PAIS	
2/GAL/PAIS	
GALLONS	5 225
QUARTS	10 150
PINTS	
1/2 PINTS	
1/4 PINTS	
4 OZ. TUBES	
1 OZ. TUBES	
TOTALS	15 375

FILE COPY

No. 639-63
Page 44PRECISION Paint
FOR THE JOBPRECISION Paint CORPORATION
manufacturers5275 PEACHTREE INDUSTRIAL BOULEVARD
CHAMBLEE, GEORGIA
JUST NORTH OF ATLANTA
PHONE 457-2577

SOLD TO

Raymond Felt Company

Liberta, Alabama

SHIPPED TO

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YOUR ORDER NO.	SHIPPED VIA	B. C. TR.	SALES NO.	19	DATE OF INVOICE	JUL 3 01962
DATE 7/25/62	DATE	JUL 3 01962	GROUP	3	TERMS	SPECIAL

NUMBER OF PIECES	DESCRIPTION	CODE	QUANTITY	SIZE	UNIT PRICE	AMOUNT
1	Perch & Floor - Tile Green	E-42	4	gallons		
1	Tile Red	E-43	4	gallons		
1	Battleship Gray	E-45	4	gallons		
			<u>12</u>	gals	378	45.36
1	Tile Green	E-42	6	quarts		
1	Tile Red	E-43	6	quarts		
1	Battleship Gray	E-45	6	quarts		
			<u>18</u>	qts	165	18.90
1	Quick-Dry En. - White	E-10	4	gallons	458	18.32
1	Light Green	E-14	4	gallons	458	18.32
1	White	E-10	6	quarts		
1	Light Green	E-14	6	quarts		
1	Bright Yellow	E-17	6	quarts		
1	Red	E-19	6	quarts		
1	Light Yellow	E-23	6	quarts		
1	Pink	E-25	6	quarts		
1	Black	E-15	6	qts		
			<u>42</u>	qts	125	52.50
					Total	986.44

NO. OF PIECES

5 GAL. PAILS	
2 GAL. PAILS	
GALLONS	5 225
QUARTS	8 120
PINTS	2 40
1/2 PINTS	
1/4 PINTS	
4 OZ. TUBES	
1 OZ. TUBES	
TOTALS	15 375

FILE COPY

No. 63962

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PRECISION Paint CORPORATION
manufacturers

PRECISELY Right
FOR THE JOB

5275 PEACHTREE INDUSTRIAL BOULEVARD

CHAMBLEE, GEORGIA

JUST NORTH OF ATLANTA

PHONE 457-2577

SOLD TO

Raymond Pail Company

Liberta, Alabama

SHIPPED TO

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YOUR
ORDER NO.

SHIPPED
VIA

SALES NO. 19

DATE OF
INVOICE JUL 3 01962

DATED 7/25/62

DATE

B. C. Tr
JUL 3 01962

GROUP 3

TERMS SPECIAL

NUMBER OF PIECES	DESCRIPTION	CODE	QUANTITY	SIZE	UNIT PRICE	AMOUNT
1	Roof and Barn Gray	E-51	4	gallons	3.58	14.32
1	Roof and Barn Red	E-52	4	gallons	2.90	11.60
1	Roof and Barn Green	E-53	4	gallons	3.68	14.72
1	Black Screen Emamel	E-25	6	quarts	.57	3.42
1	Exterior Aluminum	M-11	4	gallons	4.10	16.40
1	Exterior Aluminum	M-11	6	quarts	1.13	6.78
1	Exterior Aluminum	M-11	12	pints	.49	5.88
1	All Purpose Aluminum	M-31	4	gallons	3.10	12.40
1	All Purpose Aluminum	M-31	6	quarts	.88	5.28
1	All Purpose Aluminum	M-31	12	pints	.49	5.88
1	Implement En. - Red	E-51	6	quarts		
1	Yellow	E-52	6	quarts		
1	Orange	E-53	6	quarts		
1	Green	E-54	6	quarts		
1	Black	E-55	6	quarts		
			<u>30</u>	gals	1.18	35.40
					Total	833.04

NO. OF PIECES

5/GAL/PAIS	
2/GAL/PAIS	
GALLONS	156
QUARTS	710
PINTS	
1/2 PINTS	
1/4 PINTS	
4 OZ. TUBES	
1 OZ. TUBES	
TOTALS	22780

FILE COPY

No. 63901

Page #2



PRECISION Paint CORPORATION
manufacturers

PRECISION PAINTS
FOR THE JOB

3275 PEACHTREE INDUSTRIAL BOULEVARD
CHAMBLEE, GEORGIA
EAST NORTH OF ATLANTA
PHONE 457-2577

SOLD TO

Raymond Peli Company

Elberta, Alabama

SHIPPED TO

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YOUR ORDER NO.	SHIPPED VIA	B. C. Truck	SALES NO.	19	DATE OF INVOICE	JUL 3 01962	
DATED	7/25/62	DATE	JUL 3 01962	GROUP	3	TERMS	SPECIAL

NUMBER OF PIECES	DESCRIPTION	CODE	QUANTITY	SIZE	UNIT PRICE	AMOUNT
1	Sash and Trim - Shutter Green	E-37	4	gallons	4.84	19.36
1	Shutter Green	E-37	6	quarts	1.31	7.86
1	Bright Red	E-39	4	gallons	5.25	21.00
1	Bright Red	E-39	6	quarts	1.42	8.52
2	Masonry & Ashes - White	X-10	8	gallons		
1	Hunter Green	X-14	4	gallons	4.25	50.40
			12	GALS		
1	White	X-10	6	quarts	1.16	6.96
1	Hunter Green	X-14	6	quarts	1.16	6.96
3	Block Sealer Filler - White	X-99	12	gallons	2.95	35.40
3	Painters' Block & Stucco White	MX-70	12	gallons		
2	Shoreline Green	MX-74	8	gallons		
2	Shell Pink	MX-79	8	gallons		
			28	GALS	3.25	91.00
1	White	MX-70	6	quarts		
1	Shoreline Green	MX-74	6	quarts		
1	Shell Pink	MX-79	6	quarts		
			18	QTS	.92	16.56

Total 700.96

NO. OF PIECES

5/GAL/PAIS	
2/GAL/PAIS	
GALLONS	21 1050
QUARTS	11 185
PINTS	
1/2 PINTS	
1/4 PINTS	
4 OZ. TUBES	
1 OZ. TUBES	
TOTALS	32 1285

FILE COPY

No. 63960

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PRECISION Paint CORPORATION
manufacturers

5275 PEACHTREE INDUSTRIAL BOULEVARD
CHAMBLEE, GEORGIA
NORTH OF ATLANTA
PHONE 457-2577

1C ad 5

SOLD TO

Raymond Pell Company

Liberta, Alabama

SHIPPED TO

NOTE: The sale evidenced by this invoice is made subject to the condition that if the amount shown as due is not paid on the date due, the unpaid portion shall bear interest from due date at the rate of 1% per month, and further if it is necessary to collect the amount shown as due or any part thereof by or through an attorney at law, there shall be added to the amount due fifteen (15%) per cent as attorney's fees.

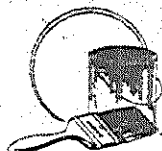
YOUR ORDER NO.	SHIPPED VIA	B. C. Tr.	SALES NO.	19	DATE OF INVOICE	JUL 3 0 1962
DATED	7/25/62	DATE	JUL 3 0 1962	GROUP	3	TERMS NET SPECIAL

NUMBER OF PIECES	DESCRIPTION	CODE	QUANTITY	SIZE	UNIT PRICE	AMOUNT
2	Exterior Primer	H-10	8	gallons	4.60	36.80
1	Exterior Primer	H-10	6	quarts	1.25	7.50
3	One Coat White House Paint	H-20	12	gallons	4.90	58.80
1	One Coat White House Paint	H-20	6	quarts	1.33	7.98
1	Exterior White House Paint	H-30	4	gallons	4.60	18.40
1	Exterior White House Paint	H-30	6	quarts		N/C
7	Homestead Exterior White	H-50	28	gallons	3.85	107.80
3	Homestead Exterior White	H-50	18	quarts	1.07	19.26
3	Mil-Bar White House Paint	H-20	12	gallons	4.30	51.60
1	Mil-Bar White House Paint	H-20	6	quarts	1.18	7.08
2	Exterior - Spray Green	H-47	8	gallons	4.60	36.80
1	Spray Green	H-47	6	quarts	1.25	7.50
1	Latex Exterior - White	X-40	4	gallons	4.69	18.76
1	Primer	X-60	14	gallons	4.69	78.76
1	White	X-40	6	quarts	1.24	7.68
1	Primer	X-60	6	quarts	1.24	7.68
1	Stash and Trim - Black	H-15	4	gallons	4.35	17.40
1	Black	H-15	6	quarts	1.19	7.14
					Total	436.94

No. 63591

Figure 1

5/GAL/PAIS	20	1
2/GAL/PAIS		
GALLONS		1
QUARTS	1	17
PINTS	1	19
1/2 PINTS		
1/4 PINTS		
4 OZ. TUBES		
1 OZ. TUBES		
TOTALS	2	30



PRECISELY *Right*
FOR THE JOB

PRECISION *Paint* CORPORATION
manufacturers

5275 PEACHTREE INDUSTRIAL BOULEVARD
CHAMBLEE, GEORGIA
JUST NORTH OF ATLANTA
PHONE 457-2577

SOLD TO

SHIPPED TO

Raymond Felt, Company
Elberta, Alabama

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YOUR ORDER NO.	SHIPPED VIA	G. F. A.	SALES NO.	19	DATE OF INVOICE	JUL 17 1962
DATED	7/13/62	DATE	JUL 17 1962	GROUP	GL	18-September-1962
			TERMS			

NUMBER OF PIECES	DESCRIPTION	CODE	QUANTITY	SIZE	UNIT PRICE	AMOUNT
1	Quick-Dry En. - Black	B-15	6	quarts	1.25	7.50
1	Bright Yellow	B-17	12	pints	.68	8.16
						221.94
①	C.C. - Int. Wash, Ext. Varnish, P&P - 10 ea					
	O.D. En - 20					

5/GAL/PAIS		
2/GAL/PAIS		
GALLONS		
QUARTS	2	30
PINTS	6	175
1/2 PINTS		60
1/4 PINTS		
4 OZ. TUBES		
1 OZ. TUBES		
TOTALS	15	245

FILE COPY

No. 63590

Page 42



PRECISION Paint CORPORATION

manufacturers

3275 PEACHTREE INDUSTRIAL BOULEVARD
CHAMBLEE, GEORGIA
JUST NORTH OF ATLANTA
PHONE 457-2577

38 545

SOLD TO

Raymond Fell, Company
Elberta, Alabama

SHIPPED TO

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YOUR ORDER NO.	SHIPPED VIA	C. F. A.	SALES NO. 19	JUL 17 1962
DATED 7/13/62	DATE	JUL 17 1962	GROUP EL	13-10th-1962 TERMS September

NUMBER OF PIECES	DESCRIPTION	CODE	QUANTITY	SIZE	UNIT PRICE	AMOUNT
	Quick-Dry En. - Red	E-19	12	pints		
	Light Yellow	E-23	12	pints		
			24	PTS	1.68	16.32
	White	E-10	12	1/2 pints		
	Light Green	E14	12	1/2 pints		
	Black	E15	12	1/2 pints		
	Bright Yellow	E-17	12	1/2 pints		
	Red	E-19	12	1/2 pints		
	Light Yellow	E-23	12	1/2 pints		
			24	1/2 PTS	1.39	28.08
	Interior Wall Primer-Sealer	D-10	6	quarts	1.84	5.04
	Gym Finish V	V-70	6	quarts	.88	5.28
	Gym Finish	V-70	12	pints	1.49	5.88
	Vernish Stains - Light Oak	V-61	12	pints		
	Dark Oak	V-62	12	pints		
	Walnut	V-63	12	pints		
	Mahogany	V-64	12	pints		
			48	PTS	1.57	27.36
						206.28

No. 63589

FILE COPY

PRECISION Paint CORPORATION
manufacturers5075 PEACHTREE INDUSTRIAL BOULEVARD
CHAMBLEE, GEORGIA
JUST NORTH OF ATLANTA
PHONE 457-2577

5/GAL. PAILS		
2/GAL. PAILS		
GALLONS		
QUARTS	11	165
PINTS	5	75
1/2 PINTS	7	10
1/4 PINTS		
4 OZ. TUBES		
1 OZ. TUBES		
TOTALS	17	230

SOLD TO **Raymond Fell, Company**
Elberta, Alabama

SHIPPED TO

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YOUR ORDER NO. **7/13/62** SHIPPED VIA **G. F. A.** SALES NO. **19** DATE OF INVOICE **JUL 17 1962**
 DATED **7/13/62** DATE **JUL 17 1962** GROUP **CL** TERMS **1-10-10**

NUMBER OF PIECES	DESCRIPTION	CODE	QUANTITY	SIZE	UNIT PRICE	AMOUNT
2	Mil-Ser White House Paint	H-80	12	quarts	1.18	14.16
1	Sash and Trim Black	H-15	6	quarts	1.19	7.14
1	Sash and Trim Shutter Green	H-37	6	quarts	1.31	7.86
1	Sash and Trim Bright Red	H-39	6	quarts	1.42	8.52
1	Black Screen Enamel	H-25	12	pints	.33	3.96
1	All Purpose Aluminum	H-31	12	pints	.49	5.88
1	All Purpose Aluminum	H-31	12	1/2 pints	.31	3.72
1	Porch & Floor - Tile Green	E-42	6	quarts	1.05	6.30
1	Tile Red	E-43	6	quarts	1.05	6.30
1	Quick-Dry En. - White	E-10	6	quarts		
1	Light Green	E-14	6	quarts		
1	Bright Yellow	E-17	6	quarts		
1	Light Yellow	E-23	6	quarts		
			<u>24</u>	QTS	1.25	30.00
1	White	E-10	12	pints		
1	Light Green	E-14	12	pints		
1	Black	E-15	<u>12</u>	pints		
			<u>36</u>	PTS	1.68	24.48
						118.32

NO OF PIECES

5/GAL/PAISLS	
2/GAL/PAISLS	
GALLONS	
QUARTS	13 1/5
PINTS	
1/2 PINTS	
1/4 PINTS	
4 OZ. TUBES	
1 OZ. TUBES	
TOTALS	13 1/5

FILE COPY

No.64482

Page 04

PRECISION *Paint* CORPORATION
manufacturers5275 PEACHTREE INDUSTRIAL BOULEVARD
CHAMBLEE, GEORGIA
JUST NORTH OF ATLANTA
PHONE 457-2577PRECISION PAINT
FOR THINGS

SOLD TO

Raymond Fell Company
Elberta, Alabama

SHIPPED TO

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YOUR ORDER NO.	SHIPPED VIA	D. C. Truck	SALES NO.	19	DATE OF INVOICE	AUG 15 1962	
DATED	8/14/62	DATE	AUG 15 1962	GROUP	3	TERM	15-10th-prox

NUMBER OF PIECES	DESCRIPTION	CODE	QUANTITY	SIZE	UNIT PRICE	AMOUNT
1	Interior Flats - White	A-10	6	quarts		
1	Ivory	A-11	6	quarts		
1	Sunny Yellow	A-13	6	quarts		
1	Moss Green	A-16	6	quarts		
1	Pearl Gray	A-17	6	quarts		
1	Coral Rose	A-18	6	quarts		
1	Beige	A-19	6	quarts		
1	Wedgewood Blue	A-20	6	quarts		
1	Lemon Yellow	A-22	6	quarts		
1	Willby. Blue	A-23	6	quarts		
1	Mint Green	A-24	6	quarts		
1	Cherry Pink	A-25	6	quarts		
1	Chartreuse	A-51	6	quarts		
			<u>78</u>	QTS	.82	63.96
						56.10
						56.10
						504.92
A-Line C.C. - 50 Spray Leaflets - 25 DISPLAY RACK - 1						

2

NO. OF PIECES

2/GAL/PAIS	
GALLONS	13
QUARTS	
PINTS	
1/2 PINTS	
1/4 PINTS	
4 OZ. TUBES	
1 OZ. TUBES	
TOTALS	13

FILE COPY

No. 04401

Page 3

PRECISION Paint
FOR THE JOBPRECISION Paint CORPORATION
manufacturers3275 PEACHTREE INDUSTRIAL BOULEVARD
CHAMBLEE, GEORGIA
JUST NORTH OF ATLANTA
PHONE 457-2577SOLD TO **Raymond Fell Company**
Elberta, Alabama

SHIPPED TO

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YOUR ORDER NO.	SHIPPED VIA	B. C. Truck	SALES NO.	19	DATE OF INVOICE	AUG 15 1962	
DATED	8/14/62	DATE	AUG 15 1962	GROUP	3	TERMS	15-10th-prom

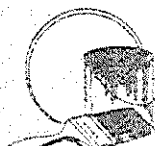
NUMBER OF PIECES	DESCRIPTION	CODE	QUANTITY	SIZE	UNIT PRICE	AMOUNT
1	Interior Flats - White	A-10	4	gallons		
1	Ivory	A-11	4	gallons		
1	Sunny Yellow	A-13	4	gallons		
1	Moss Green	A-16	4	gallons		
1	Pearl Gray	A-17	4	gallons		
1	Coral Rose	A-18	4	gallons		
1	Beige	A-19	4	gallons		
1	Wedgewood Blue	A-20	4	gallons		
1	Lemon Yellow	A-22	4	gallons		
1	Williamsburg Bl	A-23	4	gallons		
1	Mint Green	A-24	4	gallons		
1	Cherry Pink	A-25	4	gallons		
1	Chartreuse	A-51	4	gallons		
			<u>52</u>	<u>GALS</u>	2.86	148.72
					Final	497.06

5/GAL/PAIS	
2/GAL/PAIS	
GALLONS	5
QUARTS	4
PINTS	
1/2 PINTS	
1/4 PINTS	13
4 OZ. TUBES	
1 OZ. TUBES	
TOTALS	22

FILE COPY

No. 64480

Page 82

PRECISELY Right
FOR THE JOBPRECISION *Paint* CORPORATION
manufacturers5275 PEACHTREE INDUSTRIAL BOULEVARD
CHAMBLEE, GEORGIA
JUST NORTH OF ATLANTA
PHONE 457-2577

SOLD TO

Raymond Fell & Company

Elberta, Alabama

SHIPPED TO

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YOUR ORDER NO.	SHIPPED VIA	SALES NO.	DATE OF INVOICE
	B. C. Truck	19	AUG 15 1962
DATED	DATE	GROUP	TERM
8/14/62	AUG 15 1962	3	15-10th-prox

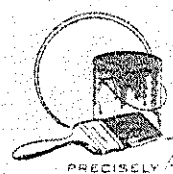
NUMBER OF PIECES	DESCRIPTION	CODE	QUANTITY	SIZE	UNIT PRICE	AMOUNT
2	Instant-Coat - Flat Black	K-25	12	Cans		
2	Chrome Alum.	K-26	12	Cans		
2	Bright Gold	K-27	12	Cans		
2	Coppertone	K-28	12	Cans		
1	Gray Metal P.	K-29	6	Cans		
2	Clear Wood Finish	K-30	12	Cans		
2	Flat White	K-31	12	Cans		
			<u>78</u>	CANS	.95	74.10
1	Alkyd Semi-Gloss - White	S-10	4	gallons	3.95	15.60
1	White	S-10	6	quarts	1.08	6.48
2	Snap-Dry	DS-50	8	gallons	3.95	31.60
2	Paste Wood Filler	V-25	12	quarts	.82	9.84
2	Paint Thinner	T-85	12	gallons	.85	10.20
1	Paint Thinner	T-85	12	quarts	.32	5.76
					<u>Total</u>	<u>348.34</u>

NO. OF PIECES

5/GAL/PAIS		
2/GAL/PAIS		
GALLONS	3	105
QUARTS		
PINTS		
1/2 PINTS		
1/4 PINTS	34	100
4 OZ. TUBES		
1 OZ. TUBES		
TOTALS	27	265

FILE COPY

No. 64479



PRECISION Paint CORPORATION

manufacturers

PRECISELY Right
FOR THE JOB

5275 PEACHTREE INDUSTRIAL BOULEVARD
CHAMBLEE, GEORGIA
JUST NORTH OF ATLANTA
PHONE 457-2577

SOLD TO

Raymond Fell Company
Elberta, Alabama

SHIPPED TO

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YOUR ORDER NO.	SHIPPED VIA B. C. Tr.	SALES NO. 19	DATE OF INVOICE AUG 15 1962
DATED 8/14/62	DATE AUG 15 1962	GROUP 3	TERMS 30-10th-prox

NUMBER OF PIECES	DESCRIPTION	CODE	QUANTITY	SIZE	UNIT PRICE	AMOUNT
2	One Coat White House Paint	E-20	8	gallons	490	39.20
1	Latex Exterior - White	K-40	4	gallons	469	18.76
2	Instant-Coat - Gloss White	K-10	12	Cans		
1	Task Ivory	K-11	6	Cans		
2	Space Blue	K-12	12	Cans		
1	Primrose Yellow	K-13	6	Cans		
2	Spring Green	K-14	12	Cans		
2	Gloss Black	K-15	12	Cans		
2	Rabai Gray	K-16	12	Cans		
1	Bright Yellow	K-17	6	Cans		
2	Indigo Blue	K-18	12	Cans		
2	Rocket Red	K-19	12	Cans		
1	Pine Green	K-20	6	Cans		
1	Pawn Daige	K-21	6	Cans		
1	Turquoise	K-22	6	Cans		
2	Cameo Pink	K-23	12	Cans		
2	Clear Plastic	K-24	12	Cans		
			<u>142</u>	<u>CANS</u>		
					95	136.80
						194.76

No. 71452

PRECISELY *Right*
FOR THE JOB

PRECISION *Paint* CORPORATION
manufacturers

3275 PEACHTREE INDUSTRIAL BOULEVARD
CHAMBLEE, GEORGIA
JUST NORTH OF ATLANTA
PHONE 457-2577

Raymond Bell Company

Alberta, Alberta

SHIPPED TO

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YOUR ORDER NO.		SHIPPED VIA		SALES NO. 21		DATE OF INVOICE 5/14/63	
DATED		DATE		GROUP		TERMS NET	
NUMBER OF PIECES	DESCRIPTION	CODE	QUANTITY	SIZE	UNIT PRICE	AMOUNT	

NUMBER OF PIECES	DESCRIPTION	CODE	QUANTITY	SIZE	UNIT PRICE	TERMS
						NET
						AMOUNT
	APRIL INTEREST					
	1% on \$2,223.30					\$22.23

No. 77410

PRECISELY *Right*
FOR THE JOB

PRECISION *Paint* CORPORATION
manufacturers

5275 PEACHTREE INDUSTRIAL BOULEVARD
CHAMBLEE, GEORGIA
JUST NORTH OF ATLANTA
PHONE 457-2577

SHIPPED TO

Alberta, Alberta

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YOUR ORDER NO.	SHIPPED VIA	SALES NO. 21	DATE OF INVOICE 11/30/63
DATED	DATE	GROUP	TERMS

NUMBER OF PIECES	DESCRIPTION	CODE	QUANTITY	SIZE	UNIT PRICE	AMOUNT
10	OCTOBER INTEREST					
1	1% on \$ 546.83					\$ 5.46

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

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

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.....

....., Defendant.....

by

....., Plaintiff.....

Witness my hand this.....day of..... 19.....

....., Clerk

No. 6961

Page

STATE OF ALABAMA
Baldwin County

CIRCUIT COURT

PRECISION PAINT CORPORATION,
A CORP

Plaintiffs
vs.

RAYMOND FELL, Inc.

Defendants

SUMMONS AND COMPLAINT

Filed 5-9

19 66

Albee J. Duck

Clerk

We the Jury find
for the defendant

James A. Lawrence
forman

E. H. Richman

Plaintiff's Attorney

Defendant's Attorney

Photo

Defendant lives at

RECEIVED

Received In Office

MAY 9 1966

TAYLOR WILKINS

I have executed this summons
at _____, Sheriff

this May 13 1966
by leaving a copy with

Raymond Fell

359

84

844

45

Raymond Wilkins

Sheriff

John Williams

Deputy Sheriff

Charles A. Williams

PRECISION PAINT CORPORATION,	X	
a corporation,		
	X	IN THE CIRCUIT COURT OF
Plaintiff,		
	X	
vs.		BALDWIN COUNTY, ALABAMA
	X	
RAYMOND FELL, INC.,		
	X	LAW SIDE NO. 6961
Defendant.		
	X	

PLEAS

Comes the Defendant in the above styled cause and for plea to the Complaint filed in said cause and each and every count thereof, separately and severally, and says:

1. That the allegations of the Complaint are untrue.
2. Not guilty.
3. That the account sued on in Counts I and III of the Complaint are barred by the statute of limitations of three years.
4. That the account sued on arose out of paint sold by the Plaintiff to the Defendant between the dates of July 25, 1962, and August 14, 1962; that the Defendant paid the Plaintiff for the paint that it sold or used and on July 23, 1962, with the consent of the Plaintiff, returned the remaining portion of such paint to the Plaintiff, which paint was accepted by the Plaintiff and the Defendant was given credit for such paint. That in November, 1962, the Plaintiff charged the Defendant the sum of Five Hundred Forty-five Dollars and Sixty-three cents (\$545.63) plus interest of Five Dollars and Forty-six cents (\$5.46) or a total of Five Hundred Fifty-one Dollars and Nine cents (\$551.09) as a service charge and demanded such amount of the Defendant in November, 1962. At such time the Defendant refused to pay such charges and denied liability and that there has been no account

stated between the Plaintiff and the Defendant as alleged in
Count II of the Complaint.

Hasan, Stone & Hasan
Attorneys for Defendant

Defendant demands a trial of this
cause by a jury.

Hasan, Stone & Hasan
Attorneys for Defendant

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing
pleading has been served upon counsel
for all parties to this proceeding, by
mailing the same to each by First Class
United States Mail, properly addressed
and postage prepaid on this 10 day
of June, 1966

John Hasan

FILED

JUN 10 1966

ALICE L. DICK, CLERK
RECEIVED

6961

PRECISION PAINT CORPORATION,
a corporation,

Plaintiff,

vs.

RAYMOND FELL, INC.,
Defendant.

PLEAS

RECEIVED
JAN 10 1961
FEDERAL BUREAU OF INVESTIGATION
U. S. DEPARTMENT OF JUSTICE
WASHINGTON, D. C.

No. 6961

Precession Paint Co

VS - Raymond Zell

JURY LIST - SEPTEMBER 12, 1966

1. McGents, Joe, Brookley Field, Fairhope
2. Nelson, William J., Produce Man, Fairhope
3. Northcutt, Murril, Farmer, Rosinton Chemical Worker
4. Pilgrim, H.E., Farmer, Elberta
5. Jones, Allen, Retired, Daphne
6. Kichler, Steve, Poultry Dealer, Elberta
7. Kinsey, Daniel, Insurance, Foley
8. Klein, Raymond, Farmer, Fairhope
9. Kosteletzky, Jerry, Farmer, Silverhill
10. Krieger, Andrew J., Jr., Farmer, Lillian
11. Pittman, Hubert, Public Works, Robertsdale
12. Ray, Harry, Farmer, Robertsdale
13. Resmondo, Noah, Farmer, Summerdale
14. Robinson, John B., Mfg., Foley
15. Roley, Charlie N., Farmer, Perdido
16. Schaff, George, Farmer, Elberta
17. Sibley, Robert, Civil Service, Stapleton
18. Singleton, Homer C., Salesman, Foley
19. Sopr, Joseph, Farmer, Silverhill
20. Stapleton, Albert L., Clerk, Bay Minette
21. Teamer, Richard, Banker, Fairhope
22. Thieme, W.H., Foreman, Foley
23. James, Willie Lewis, Mill Worker, Stockton
24. Wallace, Jimmy R., Feed Mill, Robertsdale
25. Wrenn, Walter P., Fleet, Bay Minette
26. Weeks, Stanley, Farmer, Magnolia Springs
27. Hare, William E., Farmer, Gateswood
28. Head, Hannis, Civil Service, Stapleton
29. Gottler, John P., Postmaster, Elberta
30. Conway, Chas., Brookley Field, Bay Minette
31. Bodenhamer, O.L., Contractor, Foley
32. Boone, Clayton Woodward, Farmer, Little River
33. Sanca, James A., Farmer, Robertsdale
34. Gihart, Leo, Farmer, Fairhope
35. Gurisco, Anthony, Farmer, Daphne
36. Hairston, Robert R., Salesman, Elberta
37. Dickenson, Sidney, Farmer, Summerdale
38. Duck, Robert S., Nursery Mgr., Loxley
39. Faircloth, Grady, Merchant, Magnolia Springs
40. Gates, Carl B., Farmer, Robertsdale
41. Lipscomb, Ira, Farmer, Magnolia Springs
42. Lowery, Forest W., Farmer, Robertsdale

4 2
3
3 9
1 2
2 7
1 2
1 3

P XXXXX XX

D XXXXX XXX

NO. 6961

Picasso and Parrot

vs

Raymond Hill

PRECISION PAINT CORPORATION,
a corporation,

Plaintiff,

vs.

RAYMOND FELL, INC.,

Defendant.

X

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

LAW SIDE

NO. 6961

Comes the Defendant in the above styled cause and amends its Plea 4 filed in said cause so that the same shall read as follows:

4. For further plea to the complaint the Defendant says that Mr. B. B. Larrimore, who was an agent, servant or employee of the Plaintiff, approached it about stocking paint in the Defendant's place of business in Elberta, Alabama; that the Defendant understood that such paint was being placed in its store under consignment and that it would pay for the paint as sold. That it did not order any paint but the Plaintiff delivered to it paint for which it was charged \$2,283.25, such paint being delivered in the months of July and August, 1962. That B. B. Larrimore, as the agent of such company, directed that a portion of such paint be used in the building as showrooms, and he took out of the stock of paint approximately \$61.13 of such paint. On December 4, 1962, the Defendant advised the Plaintiff that it understood the paint had been placed in its store on consignment and that it would pay for the paint as sold and stated that if this was not satisfactory that he would like for the Plaintiff to remove such paint. On December 28, 1962, the Defendant paid the Plaintiff the sum of \$81.96 which covered all paint that it had sold. On February 20, 1963, the Plaintiff authorized the Defendant to return all of the

remaining paint on hand, which the Defendant did, and the Plaintiff failed to give the Defendant full credit for all paint returned and for the paint that had been used by its representative and now claims that the Defendant is indebted to it in the sum of \$551.09; that such Defendant has now paid all amounts that it is due the Plaintiff.

Robert Stone & Wason
Attorneys for Defendant

filed 9-16-66
Archie J. French
Clerk

PRECISION PAINT CORPORATION,
a corporation,

Plaintiff,

vs.

RAYMOND FELL, INC.,

Defendant.

AMENDED PLEA
