

L. HAMMEL DRY GOODS COMPANY,)	IN THE CIRCUIT COURT OF
INC., a corporation,)	
Plaintiff,)	BALDWIN COUNTY, ALABAMA
vs.)	AT LAW
SHIRLEY R. MILLER,)	6981
Defendant.)	

Plaintiff claims of the Defendant ONE THOUSAND NINETY-FIVE AND 38/100 (\$1,095.38) DOLLARS, damages for the breach of written contract, entered into by her on the 3rd day of February, 1960, in substance as follows: The Defendant agreed that any goods purchased in the future from L. Hammel Dry Goods Company, the Plaintiff herein, under this agreement, the Plaintiff retained as security, title to the goods purchased and to be purchased hereunder until the entire outstanding balance on the Defendant's account with the Plaintiff and carrying charges shall have been fully paid. Plaintiff claims that the Defendant fails and refuses to pay the balance thereunder in the amount of ONE THOUSAND NINETY-FIVE AND 38/100 (\$1,095.38) DOLLARS.

That in and by the terms of the agreement executed by the Defendant, the Defendant agreed to pay all costs of collection under the said contract, including a reasonable attorneys fee, and the Plaintiff now claims of the Defendant the further and additional sum of ONE HUNDRED NINETY (\$190.00) DOLLARS as a reasonable attorneys fee.

FILED

MAY 24 1966

ALICE L. DUCK, CLERK
REGISTER

[Signature]
ATTORNEY FOR PLAINTIFF

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No. 6981

.....TERM. 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon SHIRLEY R. MILLER

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.....

SHIRLEY R. MILLER

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

by L. HAMMEL DRY GOODS COMPANY, INC.

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

Witness my hand this 24th day of May 1966

EX-5-28-66

Alice J. Clark Clerk

No. 6981

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

L. HAMMEL DRY GOODS COMPANY, INC.

a corporation,

Plaintiffs

vs.

SHIRLEY R. MILLER

Defendants

SUMMONS AND COMPLAINT

Filed 1966 19.....

24 Clerk

JOHN V. DUCK

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at
D'Olive Blvd, Lake Forest
Daphne, Alabama

RECEIVED

Received In Office

MAY 24 1966

TAYLOR WILKINS

SHERIFF

Sheriff

I have executed this summons

this May 28 1966

by leaving a copy with

Shirley R. Miller
(Lake Forest)

Sheriff claims 46 miles at

Ten Cents per mile Total \$ 4.60

Roy Randall
DEPUTY SHERIFF

Sheriff

Roy Randall Deputy Sheriff

JOHN V. DUCK
~~DUCK & LACEY~~

Attorneys at Law

P. O. DRAWER A-J - FAIRHOPE, ALABAMA

M E S S A G E

R E P L Y

TO Mrs. Alice J. Duck

Bay Minette, Ala.

DATE May 23, 1966

Re: L. Hammel Dry Goods Co. vs. Shirley R.
Miller

Dear Mrs. Duck:

Enclosed please find Bill of Complaint to
be filed together with copy of same and
Summons to be served.

Sincerely,

John V. Duck
CH

SIGNED

DATE

6981

SIGNED

JOHN V. DUCK
~~JOHN V. DUCK~~
~~JOHN V. DUCK~~

Attorneys at Law

P. O. DRAWER A-J - FAIRHOPE, ALABAMA

M E S S A G E

R E P L Y

TO Mrs. Alice J. Duck
Bay Minette, Ala.

DATE

DATE July 13, 1966

Re: Civil Case 6981

Dear Mrs. Duck;

Enclosed you will find the Contract in the
case of L. HAMMEL DRY GOODS COMPANY vs.
SHIRLEY R. MILLER. Would you ask the Judge
to enter a Judgment by Default in the
amount of \$1,285.39. This represents
\$1,095.38 due by the Contract and a \$190.
attorneys fee.

Sincerely,

SIGNED

John V. Duck
(8/1)

SIGNED