

CODE 205
Telephone: 923-3636

LAW OFFICES

Mailing Address
P.O. BOX 471

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

May 1, 1967

Mrs. Alice Duck
Clerk of the Circuit Court
Bay Minette, Alabama 36507

Dear Mrs. Duck:

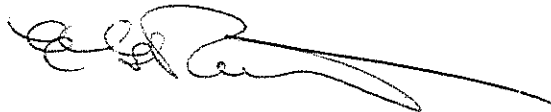
Inre: Dana Corp.
Vs: Rudy's Automotive Supply
File No. 66-331
Case No. 7360

In this case service was had on February 10th, and no answer filed.

Request judgment by default for \$461.46, being \$427.28 plus \$34.18 interest from 30 November, 1965, to date, on an itemized and verified statement of account.

Please put the papers on Judge Mashburn's desk, and send me a certificate of judgment.

Yours very truly,



EGR/jlb
cc: Mr. Rudy Wiggins
5-5-11-67

CODE 205
Telephone: 928-9336

LAW OFFICES

Mailing Address
P.O. BOX 471

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

January 31, 1967

Mrs. Alice Duck
Clerk of the Circuit Court
Bay Minette, Alabama 36507

Dear Mrs. Duck:

Inre: Dana Corporation
Vs: Rudy Wiggins d/b/a Rudy's Automotive Supply
File No. 66-331

7260

Enclosed find Summons & Complaint in the above styled
cause, together with Itemized and Verified Statement
of Account and check for \$25.00 Court costs.

Please hand copy of same to Sheriff and process and
oblige.

Thanks.

Yours very truly,



jlb/
Dup.
Encl.
cc: Forwarder
Dup.
2-14-67

STATE OF ALABAMA,
COUNTY OF BALDWIN.

CIRCUIT COURT, BALDWIN COUNTY,
NO. _____ TERM, 1967.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are Hereby Commanded to Summon RUDY WIGGINS, Individually, and doing business as RUDY'S AUTOMOTIVE SUPPLY, 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, Alabama, at Bay Minette, against RUDY WIGGINS, Individually, and doing business as RUDY'S AUTOMOTIVE SUPPLY, Defendant, by DANA CORPORATION, A Corporation, Plaintiff.

WITNESS my hand this 3rd day of February, 1967.

Alice J. Duck Clerk.

DANA CORPORATION, A Corporation,
Plaintiff,
VS.
RUDY WIGGINS, Individually, &
d/b/a RUDY'S AUTOMOTIVE SUPPLY,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

AT LAW.

7360

C O M P L A I N T

Count I.

The Plaintiff claims of the Defendant FOUR HUNDRED TWENTY-SEVEN AND 28/100 (\$427.28) DOLLARS due from him by account, on, to-wit the 30th day of November, 1965, 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 FOUR HUNDRED SEVENTEEN AND 42/100 (\$417.42) DOLLARS due from him by account stated between the Plaintiff and the Defendant on, to-wit, the 3rd day of October, 1965, as evidenced by Jobbers Cancellation Report signed by the parties on 3 October, 1965, which sum of money with the interest thereon is still unpaid.

FILED

FEB 8 1967

ALICE J. DUCK, CLERK

E. G. RICKARBY, Attorney for Plaintiff.

Defendant's address is 300 Fairhope Avenue, Fairhope, Alabama.

Executed
2-10-67

State of.....Pennsylvania.....

Amount due \$ 427.28

County of Allegheny..... S. S.

Interest \$ 26.00

City of Pittsburgh.....

Total \$ 453.28

Before me,.....William Schwartz.....Notary Public in and for said

County and State, personally appeared.....S. A. Stouffer

who being by me sworn in due form of law, doth depose and say, that he is.....An agent for

that the annexed account against.....Rudy's Automotive Supply

is correctly copied from books of original entry of.....Dana Corporation
that within the knowledge of the affiant, the charges were made in said books at or about time of their respective date; that the goods for which said charges were made, were sold and delivered as charged; that the charges are correct; and the account just and true, as stated; that said plaintiffs hold no security for said indebtedness, or any part thereof; that there is now due and owing the whole sum of Four hundred twenty seven Dollars and 28/100 Cents, with interest thereon amounting to \$26.00 as of the 30th day of November A. D. 1966; that no part of said principal sum or interest has been paid, or in any manner settled, and that there are no deductions or offsets of any kind except such as are herein specified and credited.

Sworn to and Subscribed before me this 25

day of.....November....., A. D. 1966.

In Testimony Whereof: I have hereunto set my
hand and seal the day and year aforesaid

William Schwartz
NOTARY PUBLIC.

S. A. Stouffer

WILLIAM SCHWARTZ, Notary Public
Pittsburgh, Allegheny Co., Pa.
My Commission Expires
February 12, 1967

PERFECT CIRCLEJOBBER CANCELLATION REPORT

ATT: ~~Gordon Murray~~ Robert Denton
~~Eric Walley~~ Les Burgess
~~Harold Rowe~~ HCR File *Harold Rowe*

ORIGINAL- Mail to
 Gordon H. Murray
 c/o Dana Parts Company
 Toledo, Ohio

Jobber Rudy's Automotive Supply Date 10-3-65
 Street 300 FAIRHOPE AVE City FAIRHOPE State ALABAMA

* * * * *

Jobber's current Consignment Balance. \$ 806.43
 Amount due from Jobber on Open Account basis. \$
 Total indebtedness of Jobber. \$ 806.43

* * * * *

Value of Consigned Merchandise returned \$ 345.81
 Less: 10% Handling Charge (if applicable). . . \$
 Value of Open Account merchandise returned. . . \$ 43.20
 (if prior approval from Company is obtained)
 Less: 10% Handling Charge. \$ 389.01
 Shortage (see check attached) CHECK TO Follow IN 30 DAYS FROM 10-3-65 . . . \$ 417.42
 Total (must equal total indebtedness of Jobber as shown above) \$

* * * * *

Stock Returned to Hagerstown Distribution Center ()
 Stock Returned to Perfect Circle Master Stock at ATLANTA GA.
 Disposition of Electric Sign: RETURNED TO JOBBER SERVICE
WILL RE ASSIGN.

* * * * *

Jobber Rudy's Automotive Supply
 By: [Signature]
 Title: President

DANA PARTS COMPANY
 By: Thomas M. Truitt 27D
 (Representative)



DANA PARTS COMPANY
DIVISION OF DANA CORP. CLEVELAND, OHIO 43101
P.O. BOX 321



RECEIVED IN DANA PARTS COMPANY
TREASURER'S OFFICE

SHIPPED FROM HAGERSTOWN DISTRIBUTION CENTER
P.O. BOX 500 HAGERSTOWN, INDIANA 47346

FINANCIAL COPY NO. 1

SHIP TO

7530 11
08058 270
RUDY'S AUTOMOTIVE SUPPLY
300 FAIRHOPE AVE
FAIRHOPE, ALABAMA

PROCESS #A0296

53- 20285

PAGE

SOLD TO

SAME

"Seller represents that with respect to the production of the articles and/or performance of the services covered by this invoice, it has fully complied with sec 12(a) of the Fair Labor Standards Act of 1938, as amended."
"Seller does not accept or agree to provisions printed, stamped, typed or written on any purchase order, except those specifying quantity and character of products ordered, price, terms of payment, shipment, invoice information and shipping instructions, unless specifically accepted or approved in writing by Seller."

DATE	TERMS	SHIP BY	F.O.B.
11-30-65	OPEN ACCOUNT		
DESCRIPTION AND QUANTITY	PRICE	GROSS AMOUNT	NET AMOUNT
TO CHARGE YOU FOR SHORTAGE IN RETURN OF CANCELLED STOCK. YOUR CONSIGNMENT IS BEING CREDITED IN THE SAME AMOUNT BY OUR CREDIT #2773 OF THIS DATE.			427.1

7360

Served 3 day of Feb. 1967
and on 10 day of Feb. 1967
I served a copy of the within etc
on Rudy Wiggins

By service on above
of
TAYLOR WILKINS, Sheriff
By Roy Randall D.

Hanna Corp. a corp.
city-

vs.
Rudy Wiggins, ind &
d/b/a. Rudy's Automotive
Supply, West.

Sheriff claims 70 miles at
Ten Cents per mile Total \$ 7.00
TAYLOR WILKINS, Sheriff
BY Roy Randall
DEPUTY SHERIFF

FILED
FEB 3 1967
ALICE A. DUCK, CLERK
REGISTER

E. G. Rickaby