

SUMMONS

STATE OF ALABAMA
BALDWIN COUNTY

TO ANY SHERIFF OF THE
STATE OF ALABAMA

You are hereby commanded to summon STERLING W. GILLIKIN, d/b/a S & G GROCERY to appear within thirty (30) days from the service of this writ in the Circuit Court, to be held for said County at the place of holding the same, then and there to answer the complaint of MID-CONTINENT REFRIGERATOR CO., INC., DENVER, COLORADO.

WITNESS my hand this 25 day of Oct, 1968.


CIRCUIT CLERK, BALDWIN COUNTY

| | | |
|--|---|-------------------------|
| MID-CONTINENT REFRIGERATOR CO., INC., a corporation, |) | IN THE CIRCUIT COURT OF |
| |) | BALDWIN COUNTY, ALABAMA |
| Plaintiff, |) | |
| |) | AT LAW |
| VS. |) | |
| |) | CASE NO. <u>8397</u> |
| STERLING W. GILLIKIN, individually and d/b/a S & G GROCERY, |) | |
| Defendant |) | |

BILL OF COMPLAINT

I

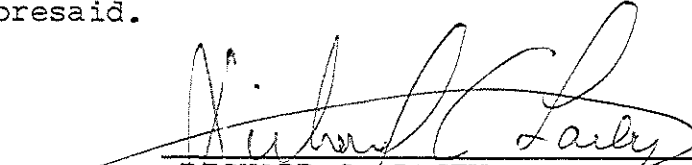
Plaintiff claims of Defendant the sum of FIVE HUNDRED TWENTY-FOUR AND 80/100 DOLLARS (\$524.80) as damages for breach of an Agreement entered into by and between Plaintiff and Defendant on, to-wit: the 26th day of October, 1967 in which said Agreement is attached hereto as Exhibit "A" and made a part hereof as though fully incorporated herein, and by the terms of said Agreement Defendant agreed to lease from the Plaintiff one (1) 1968 new model three (3) glass hinged doorreach in refrigerator with a term of thirty-six (36) months at the rate of SIXTY NINE DOLLARS (\$69.00) per month beginning on the 1st day of December, 1967 and the Plaintiff did deliver said refrigerator to the Defendant in November, 1967 and upon delivery the defendant refused to accept the refrigerator and thereby breached the said Agreement causing damages to the Plaintiff as aforesaid.

II

Plaintiff claims of Defendant the sum of FIVE HUNDRED TWENTY-FOUR and 80/100 DOLLARS (\$524.80) as damages for breach of an Agreement entered into by and between Plaintiff and Defendant on, to-wit: the 26th day of October, 1967 a copy of which said Agreement is attached hereto as Exhibit "A" and made a part hereof as though fully incorporated herein, and by the terms of said Agreement Defendant agreed to lease from Plaintiff one (1) 1968 new model three (3) glass hinged door reach in refrigerator with a term of thirty-six (36) months at the rate of SIXTY NINE DOLLARS (\$69.00) per month. Plaintiff avers that it did ship refrigerator in November, 1967 and Plaintiff refused delivery of said refrigerator causing damages to the Plaintiff in freight charges, handling expenses and sales commission from which damages Plaintiff claims as aforesaid.

III

Plaintiff claims of Defendant the sum of FOUR HUNDRED DOLLARS (\$400.00) as damages as breach of an Agreement entered into by and between Plaintiff and Defendant on, to-wit: the 26th day of October, 1967 a copy of which is attached hereto as Exhibit "A" and made a part hereof as though fully incorporated herein, and by the terms of said Agreement in Paragraph 16 thereof the Defendant agreed to pay the Lessor all costs and expenses incurred and all costs and attorneys fees in exercising in any of its rights or remedies contained in said Agreement and the Plaintiff avers that it has incurred attorney fees and expenses in the amount of (\$400.00) FOUR HUNDRED DOLLARS for which damages the Plaintiff claims as aforesaid.


RICHARD C. LACEY
Attorney for Plaintiff

Defendant is in
Bay Minette, Alabama

FILED

OCT 25 1968

ALICE J. DUCK CLERK
REGISTER

Received 25th day of Oct 1968
and on 6 day of Nov 1968
I served a copy of the within D.C.
on Sterling W. Gillikin

By Taylor Wilkins D. S.
Attorney for Sterling Gillikin

TAYLOR-WILKINS, Sheriff
By W. D. Garmel D.S.

No Ans.

8397

Mid-Continent
Refrigerator Co. Inc.
a corp. P.C.T.

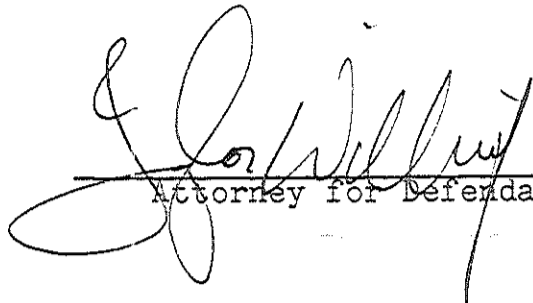
vs.
Sterling W. Gillikin
Ind. & Alta St. & G.
Grocery Dept

Summons & Complaint

Richard C. Lacey

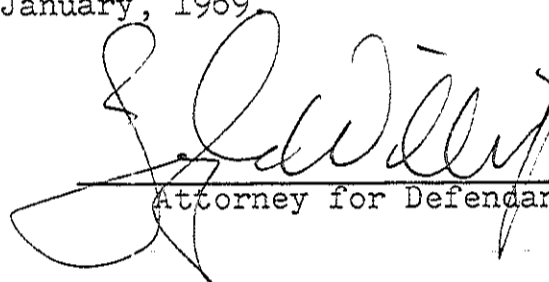
II

The Defendant denies each and every allegation of the Plaintiff's complaint and demands strict proof thereof.


Attorney for Defendant

I hereby certify that I have this day served a copy of the foregoing plea upon Honorable E.G. Rickarby, Attorney for the Plaintiff, by depositing a copy thereof in the United States mail, with sufficient postage attached thereto, addressed to him at his office in Fairhope, Alabama.

This the 25 day of January, 1969


Attorney for Defendant

FILED

JAN 27 1969

ALICE J. DUCK CLERK
REGISTER

MID-CONTINENT REFRIGERATOR CO.,
INC., a corporation,

Plaintiff,

vs.

STERLING W. GILLIKIN, individually
and d/b/a S & G GROCERY,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 8397

DEMURRER

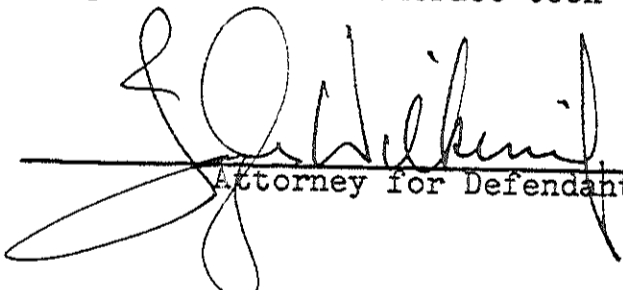
Comes the Defendant, Sterling W. Gillikin, in the above styled cause and demurs to the Plaintiff's complaint, and to each count thereof, separately and entirely, and assigns the following grounds of demurrer:

I.

The only damages claimed in the complaint are such as the Plaintiff is not entitled to. The statements of the complaint are conclusions of the pleader.

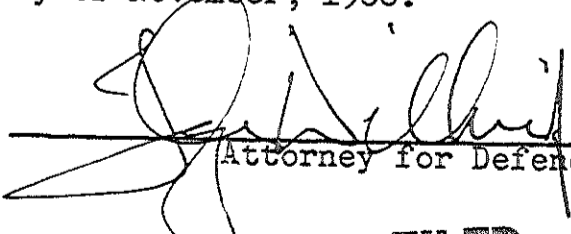
II.

Plaintiff has failed to allege with sufficient certainty the time in which the alleged breach of contract took place.


Attorney for Defendant.

I hereby certify that I have this day served a copy of the foregoing demurrer upon Honorable Richard C. Lacey, Attorney for the Plaintiff, by depositing a copy thereof in the United States mail, with sufficient postage attached thereto, addressed to him at his office in Fairhope, Alabama.

This the 22nd day of November, 1968.


Attorney for Defendant.

FILED

NOV 22 1968

ALICE J. DUCK REG. 1-1-68

MID-CONTINENT REFRIGERATOR CO.,
INC., a corporation,

Plaintiff,

VS.

STERLING W. GILLIKIN,
individually and d/b/a
S & G GROCERY,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 8397

PLEA

I

Comes the defendant, Sterling W. Gillikin, and without waving the demurrer heretofore filed to the plaintiff's complaint, and separately to each count thereof, by insisting on said demurrer as a defense to the action of the plaintiff, and without in any way confessing the plaintiff's claim or demand and as a defense to the action of the plaintiff says: That the time said action was commenced the plaintiff was indebted to the defendant in the sum of One Hundred and Thirty-eight Dollars (\$138.00), for that under the terms of the agreement referred to in the plaintiff's complaint, the plaintiff agreed to deliver to the defendant the said refrigerator, which plaintiff failed to complete in that the plaintiff failed to remove the refrigerator from the vehicle on which it was delivered, and the refrigerator was too large to be placed into the defendant's place of business, thereby breaching the said agreement for all of which said damages the plaintiff is indebted to the defendant in the sum of Five Hundred Dollars (\$500.00), which the defendant has been caused to incur by the plaintiff's prosecution of this suit, which the defendant hereby offers to set off against the demand of the plaintiff and he claims judgment for the excess.

FILED

JAN 27 1969

ALICE J. DUCK

CLERK
REGISTER

ATTORNEY AT LAW

FAIRHOPE, ALABAMA 36532

October 24, 1968

Mrs. Alice J. Duck
Circuit Clerk
Circuit Court
Bay Minette, Alabama

Dear Mrs. Duck:

RE: MID-CONTINENT REFRIGERATOR CO.
INC. VS. STERLING W. GILLIKIN
d/b/a S & G GROCERY

8397

Please find enclosed summons and Complaint and place
before Sheriff for service.

Sincerely,

Richard C. Lacey
RICHARD C. LACEY

dt

RCL/dt