

Our File No. 69-158  
Your File No. \_\_\_\_\_

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

CODE 205  
Telephone: 928-9836  
Mailing Address  
P. O. BOX 471

July 1, 1969

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

8784

Dear Mrs. Duck:

Inre: Miami Window versus T. C. Jackson

Enclosed find Summons & Complaint in the above styled cause,  
together with itemized and verified statements and check for  
\$25.00 costs.

Please process.

Yours very truly,



EGR/jlb  
Encls.  
cc: Forwarder  
Dup.  
7-8-69

Our File No. 69-158

Your File No.     

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**35 SOUTH SECTION STREET**

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**P. O. BOX 471**

August 28, 1969

Honorable Telfair J. Mashburn  
Circuit Judge, Baldwin County  
Bay Minette, Alabama 36507

Dear Judge Mashburn:

Inre: Miami Window versus T. C. Jackson  
Case No. 8784

Request Judgment by Default on an itemized and a verified  
statement of account for \$720.74, being \$679.95 principal  
and \$40.79 interest, and oblige.

Yours very truly,



EGR/jlb

cc: Forwarder

Dup.

9-11-69

STATE OF ALABAMA,  
COUNTY OF BALDWIN.

CIRCUIT COURT, BALDWIN COUNTY,  
NO. \_\_\_\_\_

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are Hereby Commanded to Summon T. C. JACKSON, Individually,  
and doing business as JACKSON ROOFING and SIDING 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,  
~~State of Alabama, at Bay Minette, against T. C. JACKSON, Individually, and~~  
doing business as JACKSON ROOFING and SIDING SUPPLY, defendant,  
by MIAMI WINDOW, Division of Russell Aluminum Corporation, a Corporation,  
Plaintiff.

WITNESS my hand this 7 day of July, 19 69.

Alice J. Duck  
ALICE J. DUCK, Clerk.

MIAMI WINDOW, Division of Russell  
Aluminum Corporation, a Corporation,

Plaintiff,

VS.

T. C. JACKSON, Ind. & d/b/a JACKSON  
ROOFING and SIDING SUPPLY,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW.

8784

### COMPLAINT

#### Count I.

The Plaintiff claims of the Defendant SIX HUNDRED SEVENTY-NINE  
AND 95/100 (\$679.95)----- DOLLARS due from him  
by account, on, to-wit, the 9th day of August, 19 68, 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 SIX HUNDRED  
SEVENTY-NINE AND 95/100 (\$679.95)----- DOLLARS due from  
him by account stated between the Plaintiff and the Defendant on,  
to-wit, the 9th day of August, 19 68, which sum of money  
with the interest thereon is still unpaid.

Continued, Summons & Complaint:

Miami Window vs. T. C. Jackson.

Count III.

The Plaintiff claims of the Defendant the sum of SIX HUNDRED SEVENTY-  
NINE AND 95/100 (\$679.95)----- DOLLARS due  
from him for merchandise, goods and chattels sold by the Plaintiff  
to the Defendant between the 23rd day of July, 19 68,  
and the 9th day of August, 19 68, which sum of money with  
the interest thereon is still unpaid.

  
\_\_\_\_\_  
E. G. RICKARBY, Attorney for  
Plaintiff.

Defendant's address is:

Fairhope Avenue, Fairhope, Alabama 36532

FILED

JUL 7 1969

ALICE J. DUCK CLERK  
REGISTER

STATE OF MISSISSIPPI,

COUNTY OF

Before me, the undersigned Notary Public, in and for said County, in said State, personally appeared Jack Weisglass, who, being first duly sworn, deposes and says that he is Treasurer for MIAMI WINDOW, Division of Russell Aluminum Corporation, which is a Corporation.

That as such Jack Weisglass, affiant has knowledge of the account owed to MIAMI WINDOW, Division of Russell Aluminum Corporation by JACKSON ROOFING and SIDING SUPPLY, which is an individual, namely, T. C. JACKSON, doing business as JACKSON ROOFING and SIDING SUPPLY.

That the attached itemized statement is a true and correct statement of the account owed by JACKSON ROOFING and SIDING SUPPLY to MIAMI WINDOW, Division of Russell Aluminum Corporation.

That there is now owing by JACKSON ROOFING and SIDING SUPPLY to MIAMI WINDOW, Division of Russell Aluminum Corporation, the sum of SIX HUNDRED SEVENTY-NINE AND 95/100 (\$679.95) DOLLARS, with interest from the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, after allowing all credits.

*Jack Weisglass*  
Affiant

Subscribed and Sworn to before me  
this the 24 day of June,  
1969.

*Mrs. Helen Walsh*  
Notary Public,  
State of Florida  
County of Dade

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES MAR. 9, 1973

miami window DIVISION

P. O. BOX 48-877  
INTERNATIONAL AIRPORT BRANCH  
MIAMI, FLORIDA 33148

DATE	REFERENCE	CHARGES	CREDITS	BALANCE
BALANCE FORWARD →				
Aug. 9'68	63254	679.95		679.95

ACCOUNTS PAST DUE 6% INTEREST PER ANNUM

DUPLICATE  
INVOICE



INVOICE  
**MIAMI WINDOW**  
DIVISION OF RUSSELL ALUMINUM CORPORATION  
P. O. BOX 1521  
MERIDIAN, MISSISSIPPI 39301

PLEASE REMIT TO:  
P. O. BOX 48-877  
MIAMI, FLORIDA 33148

SALES ORDER NO.	DATE ENTERED	CUSTOMER ORDER NO.	DATE	CUSTOMER & STATE NO.	SALESMAN	PAGE	INVOICE NUMBER
19338	7/23/68	Phone	7/23/68	20010000	3 29	1 OF 2	63254

SHIP  
TO

Jackson Roofing and Siding Supply  
2 Fairwood Blvd.  
Fairhope, Ala.

Ship collect by 6-2 sure

CHARGE  
TO

Jackson Roofing and Siding Supply  
Att: Mr. T. C. Jackson  
2 Fairwood Blvd.  
Fairhope, Ala.

SPECIAL  
INSTRUCTIONS

INVOICE DATE

8-6-68

DATE SHIPPED

8-2-68

SHIPPED VIA

REC

F  
O  
B

OUR FACTORY	DESTINATION	REQUESTED ROUTING	FREIGHT	TERMS— 2% 10 DAYS NET/30 UNLESS OTHERWISE SPECIFIED	% DISCOUNT
			PPD COL		

ITEM NO.	QUANTITY ORDERED	PART NUMBER	DESCRIPTION	UNIT PRICE	QTY. BACK ORDERED	QUANTITY SHIPPED	AMOUNT
			68226 631 Flat Film M/F				
1	2	4422324	423 RH GL. Clear W/SCGB			2	
2	11	4422424	424 RH GL. Clear W/SCGB			11	
3	4	4422424	424 LH GL. Clear W/SCGB			4	
4	2	4421524	415 RH GL. Clear W/SCGB			2	
5	4	4420224	1/2-32 RH GL. Clear W/SCGB			4	
6	3	4420224	1/2-32 LH GL. Clear W/SCGB			3	
7	2	4441224	1/2 12 RH GL. Clear W/SCGB			2	
8	21		77-161-02 operators			21	
9	7		77-161-02 operators			7	
10	2	0102224	Sawyers Saw #24			2	
11	15	0102224	Sawyers Saw #24			15	
12	2	0102216	Sawyers Saw #24			2	

TERMS AND CONDITIONS OF SALE

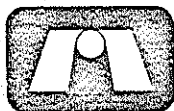
TERMS OF PAYMENT: Unless otherwise expressly provided, 2% cash discount for payment made within 10 days of invoices; otherwise, NET CASH — 30 days after date of invoice. The date of payment of an invoice is the date on which the check therefor is actually put into the mail, as indicated by the postmark; unless the check carries a later date, in which case the date on the check is the date of payment.

INTEREST CHARGES: On Accounts not paid within 30 days from the end of the month in which invoices are rendered, interest, will be charged at the rate of 8% per annum, beginning on the first of the month following the date on which payment is due; but no interest amounting to less than \$1.00 will be charged. Invoices for such interest will be rendered monthly, if interest is more than 60 days in arrears. Buyer will be sold only on a cash basis.

COMPLIANCE: The goods described herein were produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.

TOTAL INVOICE

DUPLICATE  
INVOICE



INVOICE

**MIAMI WINDOW.**

DIVISION OF RUSSELL ALUMINUM CORPORATION  
P.O. BOX 1521  
MERIDIAN, MISSISSIPPI 39301

PLEASE REMIT TO:  
P. O. BOX 48-877  
MIAMI, FLORIDA 33148

SALES ORDER NO.	PAGE
19338	OF 2

ITEM NO.	QUANTITY ORDERED	PART NUMBER	DESCRIPTION	UNIT PRICE	QTY. BACK ORDERED	QUANTITY SHIPPED	AMOUNT
13	7	8102202	Screens for 1/2-32			7	
14	2	8102412	Screens for M 12			2	
15	4	7150400	40 5/8" F-50 mullin			4	
16	2	7150620	60" E-50 Mullin			2	
17	3	7150250	25" F-50 mullin			3	
18	1	1300000	96 3/4" x 63" F-16/E-88 WD FW W/E-31 gl. channel			1	
19	8		FW assembly screws			8	
20	163	9191001	Screen clips w/screws			163	
21	22	7409992	1/4 - 20 x 1 3/4" Wall bolts & Nuts			22	
22	20	7432500	Glazing Channel Screws			20	
29	1	4400000	BILLED PER ORDER			1	679.95

## TERMS AND CONDITIONS OF SALE

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TOTAL INVOICE  
679.95

MW-10



Received 7 day of July 1969  
and on 8 day of July 1969  
I served a copy of the within Dec  
on J. C. Jackson

By service on

Sheriff claims 70 miles at  
Ten Cents per mile Total \$ 2.00  
TAYLOR WILKIN Sheriff  
BY Randall DEPUTY SHERIFF

TAYLOR WILKIN Sheriff  
By Roy Randall D.S.  
Griffin

ALICE J. DUCK CLERK  
REGISTER

JUL 7 1969

FILED

J. C. Jackson, ind &  
Hla. Jackson Roofing  
& Siding Supply  
Dept.

vs -

Miami Window  
Division of Russell  
Aluminum Corp.  
a Corp.

PIT #

18784