

JOHN V. DUCK  
Attorney at Law  
P. O. DRAWER Y - FAIRHOPE, ALABAMA

MESSAGE

REPLY

TO Mrs. Alice J. Duck

Bay Minette, Ala.

DATE July 11, 1969

Re: Reifer Jarvis vs. Marvin E. Miller  
and John J. Gregory

Dear Mrs. Duck:

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

Sincerely,

*John V. Duck*

SIGNED

DATE

*Ms. 8802*

SIGNED

KEIFER JARVIS,	)	IN THE CIRCUIT COURT OF
Plaintiff,	)	BALDWIN COUNTY, ALABAMA
vs.	)	AT LAW
MARVIN E. MILLER and	)	
JOHN J. GREGORY, jointly	)	
and individually,	)	
Defendants.	)	

COUNT ONE

Plaintiff claims of the Defendants the sum of THREE THOUSAND THIRTY-FOUR AND 59/100 (\$3,034.59) DOLLARS as damages for the breach of a written agreement entered into by him on the 12th day of June, 1967, a copy of which is hereto attached and made a part hereof as though fully incorporated herein.

That in and by the terms of said agreement, the Defendants agreed to pay on behalf of the Plaintiff, NINE HUNDRED EIGHTY-EIGHT (\$988.00) DOLLARS to Home Finance Company for the balance due on the Plaintiff's automobile; TWO HUNDRED TWENTY (\$220.00) DOLLARS to South Baldwin Bank of Gulf Shores, Alabama; and FOUR HUNDRED (\$400.00) DOLLARS to Plaintiff's wife for work and labor.

Plaintiff further avers that in and by the terms of said agreement, the Defendants agreed to pay all outstanding indebtedness owed by Gulf Shores Plumbing and Electric Company in the Town of Gulf Shores, Alabama, and the Plaintiff now avers that Material Sales Company, Inc. secured a Judgment against Plaintiff in the amount of ONE THOUSAND FOUR HUNDRED TWENTY-SIX and 59/100 (\$1,426.59) DOLLARS, and that the Defendants failed to pay the indebtedness owed by the business in accordance with the terms of said agreement.

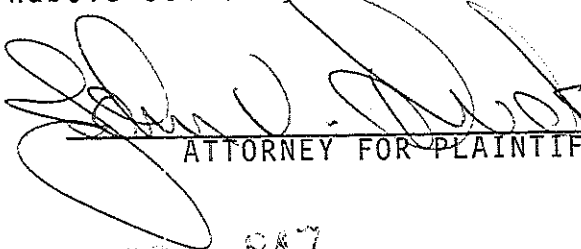
That in and by the terms of said agreement, the Plaintiff agreed to convey all of his right, title and interest in and to Gulf Shores Plumbing and Electric, and the Plaintiff says that although he has complied with all of the provisions on his part, the Defendants have failed to comply with their part of the provisions of the Agreement as hereinabove set out, hence this suit.

**FILED**

JUL 14 1969

**ALICE J. DUCK**

CLERK  
REGISTER

  
ATTORNEY FOR PLAINTIFF

VOL

62 PAGE 847

WHEREAS, the undersigned, Keifer Jarvis, Marvin S. Miller and John J. Gregory, have heretofore jointly conducted a business known as GULF SHORES FURNISHING and ELEC. in the town of Gulf Shores, Alabama; and

WHEREAS, the said business has incurred certain business indebtednesses to its suppliers and among others, to the Home Finance Company, secured by a chattel mortgage on an automobile owned by Keifer Jarvis in the amount of approximately \$988.00; the South Baldwin Bank of Gulf Shores, Alabama in the amount of approximately 220.00 and Mrs. Keifer Jarvis in the amount of \$400.00; and

WHEREAS, accounts receivable due said business for work and services performed are valued at approximately \$4,000.00, which said sum is sufficient to pay all the aforesaid outstanding indebtednesses; and

WHEREAS, the parties are desirous of determining the specific interests winding up and dissolving the affairs of said business.

THEREFORE, THE PREMISES CONSIDERED, the undersigned, have and do hereby agree that all future accounts receivable collected shall be applied and paid over to the aforesaid creditors in the following order of priority:

- 1) All outstanding indebtednesses owed by the said business to its suppliers and others actually incurred in the conduct of the business operation.
- 2) Home Finance Company
- 3) South Baldwin Bank of Gulf Shores, Alabama
- 4) Mrs. Keifer Jarvis

It is specifically agreed that Marvin S. Miller and John J. Gregory shall have sole power and authority to collect outstanding accounts receivable and shall manage and control the business affairs during the period of time necessary to wind up the affairs of said business, an obligation which they agree to diligently pursue in the best interest of all parties concerned; and

It is specifically agreed that Keifer Jarvis has and does accept as his total interest in said business, the payment of

the aforementioned outstanding obligations as aforesaid.

Witness our hands and seals this 12th day of June,  
1967.

Ember Jarvis SEAL  
EMBER JARVIS

Marvin E. Miller SEAL  
MARVIN E. MILLER

John J. Gregory SEAL  
JOHN J. GREGORY

WITNESSES

James P. [unclear]

James P. [unclear]

James P. [unclear]

TO ALL PERSONS OF INTEREST:

Be it known that T. Reid, formerly a partner  
of Gulf Shores Plumbing and Heating, a partnership, do  
hereby authorize and empower John B. Miller and John  
C. Grogan to accept and hold large shares in the  
condemned of the said plumbing and heating and in con-  
sequence thereof to surrender the said shares,  
surrender and give up all rights in and to the said  
partnership.

*Kelley Jarvis*

KELLEY JARVIS

*To June 13<sup>th</sup> 1967*

SUMMONS AND COMPLAINT

Moore Printing Co. - 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 MARVIN E. MILLER and JOHN J. GREGORY

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.....

MARVIN E. MILLER and JOHN J. GREGORY..... Defendant.....

by KEIFER JARVIS.....

..... Plaintiff.....

Witness my hand this 14 day of July 1969

Theresa J. Duck Clerk

4/ 9-11-69

E VOL

62 PAGE 851

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

KEIFER JARVIS

Plaintiffs

vs.

MARVIN E. MILLER and JOHN J.  
GREGORY

Defendants

*Bensear Mar w. j. g.*  
SUMMONS AND COMPLAINT

FILED

Filed ..... 19.....

JUL 14 1969

Clerk

ALICE J. DUCK

CLERK  
REGISTER

JOHN V. DUCK

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at  
Both Defendants can be served  
in Gulf Shores, Alabama

RECEIVED

Received In Office

JUL 14 1969

19.....

*Taylor Wilkins*  
SHERIFF

Sheriff

I have executed this summons

this 7/11 1969  
by leaving a copy with

*Marvin E. Miller*  
*John J. Gregory*

Sheriff claims 200 miles at  
Ten Cents per mile Total \$ 20.00  
TAYLOR WILKINS, Sheriff  
BY *J. Eastman*  
DEPUTY SHERIFF

*Taylor Wilkins* Sheriff

*J. Eastman* Deputy Sheriff  
*Gulf Shores*  
100