

STATE OF ALABAMA
COUNTY OF BALDWIN

CIRCUIT COURT, BALDWIN COUNTY,
NO. _____
TERM, 1966.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are Hereby Commanded to Summon L. E. DARDEN, Individually, and doing business as DARDEN'S TRUCK STOP, 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 L. E. DARDEN, Individually, and doing business as DARDEN'S TRUCK STOP, Defendant, by COMET MANUFACTURING CORPORATION, a Corporation, Plaintiff.

WITNESS my hand this 11th day of January, 1966.

Alice D. Smith
CLERK.

COMET MANUFACTURING CORPORATION, a Corporation,

Plaintiff,

VS.

L. E. DARDEN, Individually,
and d/b/a DARDEN'S TRUCK STOP,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

AT LAW.

6818

C O M P L A I N T

Count I.

The Plaintiff claims of the Defendant ONE HUNDRED FIFTY-ONE AND 21/100 (\$151.21) DOLLARS due from him by account, on, to-wit, the 2nd day of April, 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 ONE HUNDRED FIFTY-ONE AND 21/100 (\$151.21) DOLLARS due from him by account stated between the Plaintiff and the Defendant on, to-wit, the 2nd day of April, 1965, which sum of money with the interest thereon is still unpaid.

Cont'd Summons & Complaint:
Comet Mfg., Corp., vs. Darden's Truck Stop.

Count III.

The Plaintiff claims of the Defendant the sum of ONE HUNDRED FIFTY ONE AND 21/100 (\$151.21) DOLLARS due from him for merchandise, goods and chattels sold by the Plaintiff to the Defendant on, to-wit, the 2nd day of April, 1965, which sum of money with the interest thereon is still unpaid.



E. G. RICKARBY, Attorney for
Plaintiff.

Defendant's address is Jct: Highways #59 & 90, Loxley, Alabama.

FILED

APR 11 1966

ALICE J. DUCK, CLERK
REGISTER

EX-113-66

Case No. 6818

Comet Mfg. Corp.
vs. Corp. Plaintiffs

no.

L. E. Dardere, Ind.
vs. L. E. Dardere's
Truck Stop.
Defendant

received 11 day of Jan 1965
and on 13 day of Jan 1966
served a copy of the within
on L. E. Dardere
By service on
TAYLOR WILKINS, Sheriff
By W. O. Garner D. S.
Lorley
Sheriff claims 40 miles at
Ten Cents per mile Total \$ 4.00
TAYLOR WILKINS, Sheriff
BY Deane
DEPUTY SHERIFF

FILED

JAN 17 1966

ALICE A. DICK
CLERK
REGISTER

L. G. Rickaby

COUNTY OF DEKALB

8G-188 (13743)

STATE OF GEORGIA

Be it remembered, that on this 17th day of December
A. D., 1965, personally appeared before me, the undersigned authority,
S. R. Peddicord known to me
who being duly sworn, upon his oath stated that he is Secretary
of Comet Manufacturing Corporation
{ a corporation organized and doing business under the laws of the State of Georgia
{ and has been duly authorized by said corporation to make this affidavit
{ ~~a partnership composed of~~
{ ~~as sole trader doing business as~~
and that as such he makes this affidavit; that he is familiar with the books and business of
said Comet Manufacturing Corporation; that the attached account against
Darden's Truck Stop of Loxley, Alabama
is just and correct, within the knowledge of this affiant, that the items thereon stated and com-
posing the said account were sold and delivered to said Darden's Truck Stop
at { ~~its~~ their } special instance and request, that credit has been duly given for all payments and
~~its~~
just and lawful offsets to which said account is entitled as thereon stated, and that the balance
thereof, amounting to the sum of One Hundred Fifty-One and 21/100 Dollars
(\$ 151.21) with interest from May 2, 1965 is justly due and
remains unpaid.

I hereby certify under my official seal that I am authorized as a Notary Public to
administer oaths under the laws of the State of GA.
and that the foregoing was subscribed and sworn to before me on the day and year
first above stated.

[Signature]
Notary Public

500

County of DeKalb State of GA.
My commission expires July 2, A. D. 1966

COMET**MANUFACTURING CORPORATION OF FLORIDA***Building Maintenance Supplies*

Floor Machines and Vacuums •

Dishwashing Compounds •

Poultry Plant Supplies •

Mopping Equipment •

Insecticides •

Citrus Fruit Grove, Canning And Packing Plant Maintenance Cleaning Supplies

P. O. BOX 8063-STATION F

ATLANTA 6, GEORGIA

TR. 2-6262-TR. 2-6296

• Automotive and Industrial Cleaners

• Floor Waxes and Cleaners

• Sanitary Supplies

• Disinfectants

• Brushes

SOLD TO:

SHIPPED TO:

INVOICE No. **10032**
COPY A 40198

Darden's Truck Stop
Jct: Highways #59 and #90
% Mr. L. E. Darden
Loxley, Alabama

DATE	4-2-65	SALESMAN	Hanowitz	OUR ORDER NO.	G 10636	YOUR ORDER NO.	ORDERED BY	Mr. L. E. Darden
SHIP VIA	Bowman	TRANSPORTATION CHARGES	PP & ADD	NOTE CAREFULLY—TERMS			1% 10 DAYS, NET 30. DISCOUNT ALLOWANCE ON MERCHANDISE ONLY. NO DISCOUNT ALLOWED ON FREIGHT OR TAXES	
QUANTITY		ARTICLES			PRICE		AMOUNT	

1-20 Gallon Drum Paint Stripper

3.75 gal. 75.00

1-20 Gallon Drum #C-11 Concentrate

3.25 gal. 65.00

140.00

Plus 4% Sales Tax

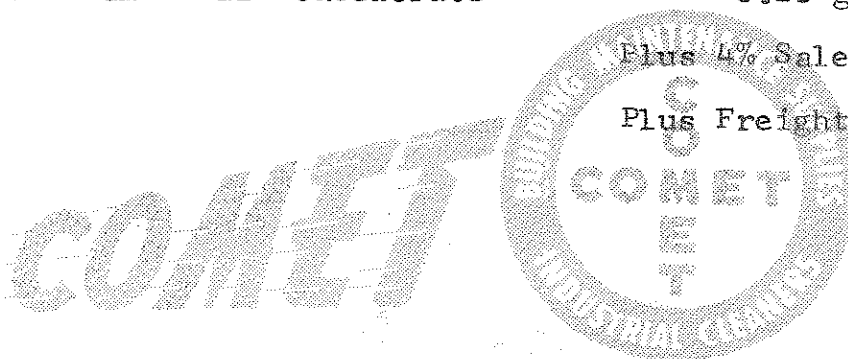
5.60

Plus Freight

145.60

5.61

151.21

*Thank You*

ALL ORDERS TO SALESMEN ARE SUBJECT TO APPROVAL OF THE ATLANTA OFFICE. QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE. ALL CLAIMS FOR ERRORS OR ADJUSTMENTS OF ANY KIND MUST BE MADE FIVE DAYS AFTER RECEIPT OF GOODS.

THE SELLER WARRANTS THAT THE GOODS OR SERVICES COVERED BY THIS INVOICE HAVE BEEN MANUFACTURED OR PERFORMED IN COMPLIANCE WITH SECTIONS 6, 7, AND 12 (A) OF THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED IN 1949.

GOODS RETURNED WITHOUT OUR AUTHORITY WILL NOT BE ACCEPTED.

CODE 265
Telephone: 928-9836

LAW OFFICES

Mailing Address
P.O. BOX 471

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

January 8, 1966

6818

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

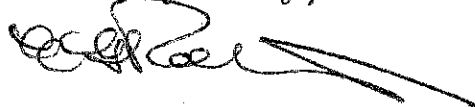
Dear Mrs. Duck:

Inre: Comet Mfg., Corp.
Vs: Darden's Truck Stop
Our File: 65-332

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

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

Yours very truly,



jlb
Encls.

Telephone: 928-9836

LAW OFFICES

E. G. RICKARBY

35 SOUTH SECTION STREET
FAIRHOPE, ALABAMA 36532

P.O. BOX 471

January 8, 1966

C
O
P
Y

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

Dear Mrs. Duck:

Inre: Comet Mfg., Corp.
Vs: Darden's Truck Stop
Our File: 65-332

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

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

Yours very truly,

jlb
Encls.

STATE OF ALABAMA

DEFENDANT'S REPLEVY BOND

BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS, That We, W. S. MITCHELL,

and

as surities are held and firmly bound unto REED MATHEWS d/b/a
as Mathews Salvage Furniture in the sum of FIVE HUNDRED DOLLARS
(\$500.00) for the payment of which will and truly to be made, we
bind ourselves and each of us, our and each of our heirs, executors
and administrators, jointly, severally and firmly by these presents.

Sealed with our seals and dated this the 14th day of January,
1966.

The condition of the above obligation is such, that whereas
the said Reed Mathews did on the 11th day of January, 1966 sue out
of the Circuit Court of Baldwin County, Alabama a writ of detinue
directed to any Sheriff of the State of Alabama, and commanding him
to take into his possession the following described property sued
for in said action of detinue, to-wit: One (1) 1960 Corvair- 4 door
automobile, Serial No. 00569W147092, which said writ was placed in
the hands of the Sheriff of Baldwin County, Alabama and executed by
him on the 13th day of January, 1966, by taking into his possession
the property described above and whereas the above bound W. S. Mitchell
defendant in said suit has within five days from the execution of
said writ, entered into bond as required by law, and thereby obtained
possession of said property levied on:

Now therefore, if the said W. S. MITCHELL shall defend said
suit to effect, or if being cast therein shall pay all such costs
and damages that may have accrued and deliver the property aforesaid
to the plaintiff within thirty days after judgment, then in either of
said events, this obligation to be null and void, otherwise to
remain in full force and effect.

W.S. Mitchell (L.S.)

James Fuller (L.S.)

Doyle Williams (L.S.)

APPROVED 15 day of January, 1966.

James Williams
Sheriff
Bartholomew