

S. J. TROSCLAIR

PLAINTIFF

VS

SOUTHERN BULB FARM, INC.,
A Corporation.

DEFENDANT

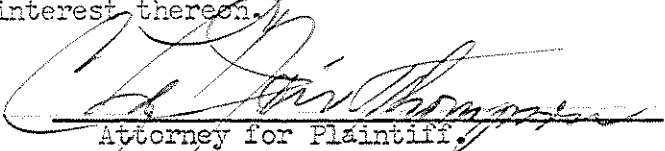
IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW.

1800

Plaintiff claims of the Defendant Three Hundred Thirty (\$330.00) Dollars, ~~damages for the breach of an agreement entered into by the Defendant with~~ Dun & Bradstreet, Incorporation, a Corporation, on May 7, 1951, and assigned to the Plaintiff by the said Dun & Bradstreet on May 1, 1952, whereby the said Dun & Bradstreet, Incorporation, a Corporation agreed to furnish to the Defendant a reference book and furnish certain credit reports, which was done by Dun & Bradstreet, Incorporation, a corporation, and the Plaintiff says that although Dun & Bradstreet, assignor of said contract has complied with all of the provisions as required by said agreement. The Defendant has failed to pay the sum of Three Hundred Thirty (\$330.00) Dollars as agreed therein, which sum is due and unpaid with interest thereon.


Attorney for Plaintiff.

Suit filed on contract and sworn statement of account attached hereto.

[Faint handwritten notes and stamps at the bottom of the page, including "FILED" and "JAN 10 1953"]

1800

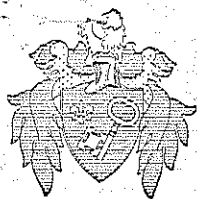
S J Rosclair
vs

Southern Bulb Farm
a Corporation Inc.

Summons & Complaint

FILED
MAY 8 1952
ALICE J. DUCK, Clerk

From the Law Office
C. L. Thompson



DUN & BRADSTREET, Inc.
Offices throughout the World

TERMS of SUBSCRIPTION to DUN & BRADSTREET, Inc.

2202

The Undersigned hereby employs DUN & BRADSTREET, INC. to furnish credit reports on individuals, partnerships and corporations engaged in mercantile or commercial business in the territory covered by the Reference Books herein specified, for the term beginning May 21, 1951, and ending May 30, 1952, and agrees to pay in advance Three Hundred Thirty Dollars (\$330).

If the reports requested exceed a maximum of 25 we agree to pay on demand for additional reports at the rate of \$2.25 each.

To facilitate the service DUN & BRADSTREET, INC. is to loan to the Undersigned its Reference Book designated as Area Number 100, Editions of:

January 19..... ☐ March 19..... ☐ May 1951 ☒
July 19..... ☐ September 19..... ☐ November 1951 ☒

It is further expressly agreed by the Undersigned:

(1) That all information, whether printed, written or oral, submitted in answer to regular or special inquiry or voluntarily furnished by DUN & BRADSTREET, INC., its officers, agents or employees to the Undersigned, shall be held in strict confidence, and shall never be revealed or made accessible in any manner whatever to the persons reported upon or to any others.

(2) That the Undersigned will neither request information for the use of other persons or concerns, nor permit it to be done under this subscription.

(3) That this agreement covers service to the Undersigned at only a single place of business, unless otherwise stated, and that all of the Reference Books loaned at any time shall be kept and used only at the single place of business specified in this subscription, and shall be returned to the Company without further notice upon receipt by the Undersigned of any subsequent edition or at the expiration of this subscription.

(4) That the said Company does not guarantee the correctness of the aforesaid information whether printed, written or oral.

(5) That the said Company shall not be liable for any loss or injury caused by the neglect or other act or omission of said Company or any of its officers, agents or employees in procuring, collecting and/or communicating said information, or for delay in delivery of the Reference Book due to strikes, fires or contingencies beyond its control.

(6) That the conditions and obligations of this agreement apply from the date of signing this contract to all information, including Reference Books furnished at any time to the Undersigned, and whether relating to concerns located within or without said territory.

(7) That the Company reserves the right to reject or terminate this subscription at any time and retake the Reference Book upon refund of the unearned portion of the above mentioned consideration.

(8) If the cost of the service under this contract is increased as a result of measures prescribed by Governmental authority, or by any other cause, then the terms of this contract for its unexpired period may be revised by DUN & BRADSTREET, INC., to such extent as in its judgment may be necessary to cover the increased costs, in such event, however, the subscriber shall have the option of continuing the contract on the revised basis, or of discontinuing the service, and upon such discontinuance shall be entitled to a refund of the unearned portion of the above mentioned consideration and thereupon shall return the Reference Book.

(9) That the conditions of this subscription, as set forth above, embody all the agreements and the understandings of every nature made concerning it by said Company or its agents or employees acting in its behalf either orally or in writing, and that the authority to modify, alter or amend this subscription or any portion thereof, after being signed, rests solely with an authorized official of DUN & BRADSTREET, INC., and if any change is made it must be in writing.

Revised: 7/1/51
5/7
Date Signed..... 1951

Name..... Spencer Bull Gann Jr
Individual Signing..... [Signature]
Mailing Address..... Box 206
Business..... Foley, Ala.

Name

Date

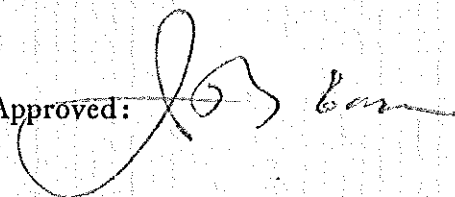
Salesman

Sub. No.

Industry Code

Class of Sub'n Code

Approved:

A large, stylized handwritten signature in dark ink, written over the 'Approved:' label and extending to the right.

ASSIGNMENT

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable considerations received from.....S. J. Trosclair, Jr......, DUN & BRADSTREET, INC., a corporation duly organized under the laws of the State of Delaware, having its principal office in the City, County and State of New York, does hereby assign, transfer, and set over unto the said.....S. J. Trosclair, Jr......, his executors, administrators, and assigns, all its right, title and interest in and to the certain subscription between DUN & BRADSTREET, INC., and Southern Bulb Farms, Inc......, commencing.....May 31st....., 1951....., and the said DUN & BRADSTREET, INC., does hereby constitute and appoint the said S. J. Trosclair, Jr...... its attorney, in its name or otherwise, to take all legal measures proper or necessary in the premises, for the enforcement of any claims under said subscription.

IN WITNESS WHEREOF, DUN & BRADSTREET, INC., has executed these presents this 1st day of May....., 1952.....

(CORPORATE SEAL)

DUN & BRADSTREET, Inc.

By.....W. J. Sheffield.....
Secretary

STATE OF NEW YORK
COUNTY OF NEW YORK

} ss.:

On the 1st day of May....., 1952....., before me came.....
O. A. Sheffield....., to me known, who, being by me duly sworn, did depose and say that he
resides in.....Hackensack, New Jersey....., that he is the.....Secretary..... of
DUN & BRADSTREET, INC., the corporation described in, and which executed, the foregoing instrument; that he
knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so
affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order.

WILLIAM F. McCRAULEY
PUBLIC, STATE OF NEW YORK
No. 24-7796203
Qualified in Kings County
C-n. filed with New York Co. Clerk
Term expires March 30, 1954

William F. McCrauley

STATE OF NEW YORK
COUNTY OF NEW YORK

SS.:

O. A. Sheffield

residing at Hackensack, New Jersey

being duly sworn, upon his oath says that he is an officer of DUN & BRADSTREET, Inc., a Corporation duly organized under the laws of the State of Delaware and authorized to transact business. That he resides at the place above mentioned. THAT he IS Secretary of the said Corporation. That the seal affixed hereto is the seal of said Corporation.

Said Corporation is hereinafter designated as the Claimant.

That the said Company is the sole, legal and bona fide owner and holder of the claim for money due and owing under that certain written contract, as per copy attached and marked "EXHIBIT A."

The said claim is now wholly due and payable, and that the same is a full, true and correct claim, and is a valid and lawful claim against Southern Bulb Farms, Inc.

of Foley, Alabama and that no payments have been made thereon except as appears, and that there are no set-offs or counterclaims against the same to the knowledge of this affiant; that there is justly due the said claimant DUN & BRADSTREET, INC. upon the said claim the sum of \$330.00

Three Hundred Thirty and 00/100 DOLLARS.

for which said claimant holds no security whatever.

Sworn to before me this 1st day of May 1952 said subscriber being known to me to be the person described in and who signed and swore to the above instrument and duly acknowledged that he executed the same.

O. A. Sheffield
Secretary

WILLIAM F. McCauley
NOTARY PUBLIC, STATE OF NEW YORK
No. 24-7798200
Qualified in Kings County
Cert. filed with New York Co. Clerk
Term expires March 30, 1954

William F. McCauley

SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,

BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. 1800

TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon

Southern Bulk Farm Inc

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

Southern Bulk Farm Inc, Defendant

by

S. L. Proclam

Plaintiff.....

Witness my hand this

8th

day of

May

19*52*

Archie J. Wicks

Clerk

No. 1800

RECORDED

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

S. J. Trusclover

Plaintiffs

vs.

Southern Bulb
Farm, Inc.

Defendants

SUMMONS and COMPLAINT

Filed 5-8, 1952

W. J. K. Clerk

John R. R. Pres

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED IN OFFICE

May 8, 1952

Gayle Wilkins Sheriff

I have executed this summons

this 5-13, 1952

by leaving a copy with

John R. R. for
President of
Southern Bulb
Farm Inc.

Gayle Wilkins Sheriff
W. J. Hall Deputy Sheriff