

FOREST A. CHRISTIAN
ATTORNEY AT LAW
P. O. DRAWER 190
AREA CODE 205 - PHONE 943-2201
FOLEY, ALABAMA 36535

April 16, 1970

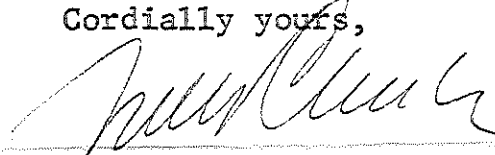
Hon. Telfair Mashburn
Bay Minette, Alabama 36507

Re: Seiberling Tire &
Rubber Company
Vs: Bay Minette Home &
Ruto, Inc., a corp.,
Horace E. Tindal, ind.,
Alivia F. Tindal, ind.,
John Z. Davis, ind. and
Mrs. John Z. Davis
Case No. 9165

Dear Judge Mashburn:

Kindly render a judgment in amount of \$400.00 principal, \$36.00 Interest and \$80.00 Attorney's fee for total of \$516.00, which is on an open account secured by guarantors executed by all the defendants dated May 9, 1968. Said guarantors provide for reasonable attorney's fee.

Cordially yours,



FOREST A. CHRISTIAN

Note:

Horace & Alva Tindall were
served Apr 3 - 1970; therefore
we will have to hold
this for judgment until
May 3 -

-ON ALABAMA'S BEAUTIFUL GULF COAST-

yours
A. J. D.

THE SEIBERLING TIRE & RUBBER COMPANY

Gentlemen:

In consideration of The Seiberling Tire & Rubber Company, a division of The Firestone Tire & Rubber Company, (hereinafter "Company") selling and delivering to Bay Minette Home & Auto, Inc. at Bay Minette, Alabama, (hereinafter "Principal") tires, tubes, tire repair material, home and auto supplies and such other goods and merchandise as are offered for sale by the Company from time to time in such amounts and upon such terms of credit as it determines, the undersigned hereby jointly and severally guarantee(s) to the Company the payment, at maturity or at any time thereafter, of the indebtedness to the Company incurred by the Principal in the purchase of goods and merchandise of the kind mentioned, whether such indebtedness be in the form of book accounts, promissory notes, originals, renewals or extensions thereof, or by check, draft or other evidence of such indebtedness together with interest thereon.

This guaranty shall be operative upon and include any and all indebtedness now or hereafter owing by the Principal to the Company and shall be construed as continuing until written revocation thereof in respect to future indebtedness is served by us by registered mail addressed to the Company at Akron, Ohio. Guarantor(s) will accept a statement of Principal's account, certified as correct by the Company, as a true statement of the amount due and owing by the Principal and further agree(s) that in any suit brought on this guaranty no proof shall be required other than such certified account. No settlement or compromise between the Company and the Principal, nor any claim, counterclaim or offset claimed by the Principal against the Company, shall reduce the Guarantors' liability to the Company or affect this guaranty in any manner whatsoever.

This guaranty shall jointly and severally bind the Principal and Guarantor(s), their heirs, administrators, executors and assigns. The Company shall not be required to exhaust its remedies against Principal prior to exercising its rights and remedies hereunder against Guarantor(s). Where permitted by law, Principal and Guarantor(s) shall be jointly and severally liable for court costs and other reasonable costs and attorney fees in addition to the amount of the indebtedness.

We hereby waive notice of acceptance hereof and all demands and notice of nonpayment and protest.

IN WITNESS WHEREOF, we hereunto set our hands this 9th day of May, 1968.

Witness:
H. A. Davis

Witness:
John Z. Davis

Witness:
A. W. Roberts

BAY MINETTE HOME & AUTO, INC.
Principal
By Heracle E. Lindal
Title Vice President
Address 116 Hoyle Ave., Bay Minette, Alabama
John Z. Davis
Guarantor (John Z. Davis-As An Individual)
Box 582, Bay Minette, Alabama
Address
Theresa Davis
Guarantor (Mrs. John Z. Davis-As An Individual)
Box 582, Bay Minette, Alabama
Address
Guarantor

THE SEIBERLING TIRE & RUBBER COMPANY

Gentlemen:

In consideration of The Seiberling Tire & Rubber Company, a division of The Firestone Tire & Rubber Company, (hereinafter "Company") selling and delivering to Bay Minette Home & Auto, Inc. at Bay Minette, Alabama, (hereinafter "Principal") tires, tubes, tire repair material, home and auto supplies and such other goods and merchandise as are offered for sale by the Company from time to time in such amounts and upon such terms of credit as it determines, the undersigned hereby jointly and severally guarantee(s) to the Company the payment, at maturity or at any time thereafter, of the indebtedness to the Company incurred by the Principal in the purchase of goods and merchandise of the kind mentioned, whether such indebtedness be in the form of book accounts, promissory notes, originals, renewals or extensions thereof, or by check, draft or other evidence of such indebtedness together with interest thereon.

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IN WITNESS WHEREOF, we hereunto set our hands this 9th day of May, 1968.

Witness:
H. D. Brown

Witness:
John W. Marshall

Witness:
A. W. Roberts

BAY MINETTE HOME & AUTO, INC.
Principal
By Horace E. Tindal
Title President
Address 116 Hoyle Ave., Bay Minette, Alabama
Horace E. Tindal
Guarantor (Horace E. Tindal-As An Individual)
Box 286, Rt. 1, Robertsdale, Alabama
Address Alvia I. Tindal
Guarantor (Mrs. Alvia Tindal-As An Individual)
Box 286, Rt. 1, Robertsdale, Alabama
Address _____
Guarantor _____
Address _____

SUMMONS

STATE OF ALABAMA,)

COUNTY OF BALDWIN.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons BAY MINETTE HOME & AUTO, INC., a corporation, HORACE E. TINDAL, individually as guarantor, ALVIA F. TINDAL, individually as guarantor, JOHN Z. DAVIS, individually as guarantor, and MRS. JOHN Z. DAVIS, individually as guarantor, 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, Alabama, at the place of holding same by SEIBERLING TIRE & RUBBER COMPANY.

WITNESS my hand this the 12 day of March, 1970.

Oliver J. Duck
Clerk

** ** *

COMPLAINT

SEIBERLING TIRE & RUBBER
COMPANY,

PLAINTIFF,

VS:

BAY MINETTE HOME & AUTO,
INC., a corporation,
HORACE E. TINDAL, individually
as guarantor, ALVIA F. TINDAL,
individually as guarantor,
JOHN Z. DAVIS, individually as
guarantor, and MRS. JOHN Z.
DAVIS, individually as
guarantor,

DEFENDANTS.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

9165

The Plaintiff claims of the Defendant FOUR HUNDRED & 00/100 DOLLARS (\$400.00), due by open account by guaranty executed by all the defendants. Said guaranty was dated May 9, 1968, and account is due from them on the 28th day of February, 1968, together with interest thereon is still unpaid. Said guaranty provides for a reasonable attorney's fee which the Plaintiff alleges to be EIGHTY & 00/100 DOLLARS (\$80.00).

A sworn to itemized statement of account is attached hereto and made part hereof.

Addresses of Defendants:

Forest A. Christian, Attorney for Plaintiff

Bay Minette Home & Auto, Inc.-Bay Minette- Horace E. Tindal, President.
Horace E. Tindal & Alvia F. Tindal-Route 1, Box 286, Robertsedale, Alabama
John Z. Davis & Mrs. John Z. Davis-Box 582, Bay Minette, Alabama

CLERK
REGISTER

ALICE J. DUCK

MAR 12 1970

Copy to be served on John Z. Davis

State of PENNSYLVANIA Amount due \$ 400.00
County of ALLEGHENY S. S. Interest \$ 36.00
City of PITTSBURGH Total \$ 436.00

Before me, William Schwartz Notary Public in and for said

County and State, personally appeared P.A. Baysura

who being by me sworn in due form of law, doth depose and say, that he is agent of

Seiberling Tire & Rubber Co.

that the annexed account against Bay Minette Home & Auto Center Inc.

is correctly copied from books of original entry of Seiberling Tire & Rubber Co.

that within the knowledge of the affiant, the charges were made in said books at or about time of their respective date; that the goods for which said charges were made, were sold and delivered as charged; that the charges are correct; and the account just and true, as stated; that said plaintiffs hold no security for said indebtedness, or any

part thereof; that there is now due and owing the whole sum of four hundred

Dollars and no Cents, with interest thereon amounting to \$36.00 as of the

15th day of February A. D. 1970; that no part of said principal sum or interest has been paid, or in any manner settled, and that there are no deductions or offsets of any kind except such as are herein specified and credited.

Sworn to and Subscribed before me this 5th

day of March, A. D. 1967/70

In Testimony Whereof: I have hereunto set my hand and seal the day and year aforesaid.

William Schwartz
NOTARY PUBLIC.

P.A. Baysura

WILLIAM SCHWARTZ, Notary Public
Pittsburgh, Allegheny Co., Pa.
My Commission Expires
February 12, 1971

Day Minette Home & Auto Center, Inc.
Day Minette, Alabama

1/3 Inv. 4869	5/31/68	\$215.64
1/3 " 06562	6/17/68	255.07
Cash Dis. shortage	9/5/68	4.94
1/3 Inv. 01569	7/15/68	364.65
1/3 " "	"	364.67
Wire charges		<u>.66</u>
		1,205.63
Ck rec'd 12/31/68		<u>405.63</u>
		800.00
Ck rec'd 2/28/69		<u>400.00</u>
		400.00 Balance

THE SEIBERLING TIRE & RUBBER COMPANY
AKRON, OHIO 44309

THE SEIBERLING TIRE & RUBBER COMPANY

Gentlemen:

In consideration of The Seiberling Tire & Rubber Company, a division of The Firestone Tire & Rubber Company, (hereinafter "Company") selling and delivering to Bay Minette Home & Auto, Inc. at Bay Minette, Alabama, (hereinafter "Principal") tires, tubes, tire repair material, home and auto supplies and such other goods and merchandise as are offered for sale by the Company from time to time in such amounts and upon such terms of credit as it determines, the undersigned hereby jointly and severally guarantee(s) to the Company the payment, at maturity or at any time thereafter, of the indebtedness to the Company incurred by the Principal in the purchase of goods and merchandise of the kind mentioned, whether such indebtedness be in the form of book accounts, promissory notes, originals, renewals or extensions thereof, or by check, draft or other evidence of such indebtedness together with interest thereon.

This guaranty shall be operative upon and include any and all indebtedness now or hereafter owing by the Principal to the Company and shall be construed as continuing until written revocation thereof in respect to future indebtedness is served by us by registered mail addressed to the Company at Akron, Ohio. Guarantor(s) will accept a statement of Principal's account, certified as correct by the Company, as a true statement of the amount due and owing by the Principal and further agree(s) that in any suit brought on this guaranty no proof shall be required other than such certified account. No settlement or compromise between the Company and the Principal, nor any claim, counterclaim or offset claimed by the Principal against the Company, shall reduce the Guarantors' liability to the Company or affect this guaranty in any manner whatsoever.

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We hereby waive notice of acceptance hereof and all demands and notice of nonpayment and protest.

IN WITNESS WHEREOF, we hereunto set our hands this 9th day of May, 1968

Witness:
H. D. Brown

Witness:
John W. Marshall

Witness:
H. W. Roberts

BAY MINETTE HOME & AUTO, INC.
Principal
By Horace E. Tindal
Title President
Address 116 Hoyle Ave., Bay Minette, Alabama
Horace E. Tindal
Guarantor (Horace E. Tindal-As An Individual)
Box 286, Rt. 1, Robertsdale, Alabama
Address
Alvia A. Tindal
Guarantor (Mrs. Alvia Tindal-As An Individual)
Box 286, Rt. 1, Robertsdale, Alabama
Address
Guarantor
Address

THE SEIBERLING TIRE & RUBBER COMPANY

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We hereby waive notice of acceptance hereof and all demands and notice of nonpayment and protest.

IN WITNESS WHEREOF, we hereunto set our hands this 9th day of May, 196

Witness:

H. A. Brown

Witness:

John Z. Davis

Witness:

J. W. Roberts

BAY MINETTE HOME & AUTO, INC.

By Harold E. Lindal ^{Principal}
Title Vice President

Address 116 Hoyle Ave., Bay Minette, Alabama

John Z. Davis
Guarantor (John Z. Davis - As An Individual)
Box 582, Bay Minette, Alabama

Address Mrs. John Z. Davis
Guarantor (Mrs. John Z. Davis - As An Individual)
Box 582, Bay Minette, Alabama

Address

Guarantor

Address

Arp

Bald

Mrs John Z Davis
of Texaco Station
Gaut & Catherine

~~Two Pm~~

met at station
Union Baldwin Co

SIEBERLING TIRE & RUBBER
COMPANY,

PLAINTIFF,

VS.,

BAY MINETTE HOME &
AUTO, INC., a cor-
poration, HORACE E.
TINDAL, individually
as guarantor, JOHN Z.
DAVIS, individually
as guarantor, and
MRS. JOHN Z. DAVIS,
individually as
guarantor.

DEFENDANTS.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

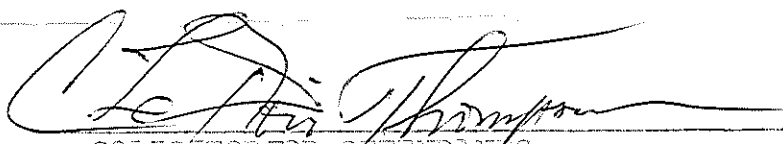
AT LAW

CASE NUMBER: 9165

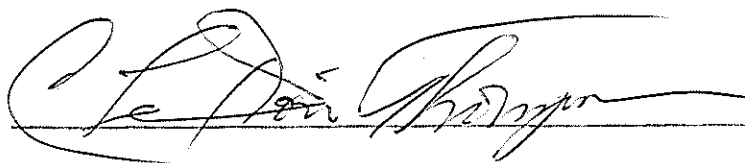
D E M U R R E R:

Come the defendants and for demurrer to the complaint
filed in the above styled cause show as follows:

Said complaint fails to state a cause of action..


SOLICITOR FOR DEFENDANTS.

Defendants demand a trial by jury.



FILED

APR 20 1970

ALICE J. DUCK CLERK
REGISTER

91651

Stacy

~~Stirling~~
Superling Tire & Rubber Co
us

Bay Minette Home & Auto
Co.
d/b/a

SUMMONS

STATE OF ALABAMA,)

COUNTY OF BALDWIN.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons BAY MINETTE HOME & AUTO, INC., a corporation, HORACE E. TINDAL, individually as guarantor; ALVIA F. TINDAL, individually as guarantor, JOHN Z. DAVIS, individually as guarantor, and MRS. JOHN Z. DAVIS, individually as guarantor, 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, Alabama, at the place of holding same by SEIBERLING TIRE & RUBBER COMPANY.

WITNESS my hand this the 12 day of March, 1970.

Alice J. Duck
Clerk

** ** *

COMPLAINT

SEIBERLING TIRE & RUBBER
COMPANY,

PLAINTIFF,

VS:

BAY MINETTE HOME & AUTO,
INC., a corporation,
HORACE E. TINDAL, individually
as guarantor, ALVIA F. TINDAL,
individually as guarantor,
JOHN Z. DAVIS, individually as
guarantor, and MRS. JOHN Z.
DAVIS, individually as
guarantor,

DEFENDANTS.

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IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

9165

The Plaintiff claims of the Defendant FOUR HUNDRED & 00/100 DOLLARS (\$400.00), due by open account by guaranty executed by all the defendants. Said guaranty was dated May 9, 1968, and account is due from them on the 28th day of February, 1968, together with interest thereon is still unpaid.

Said guaranty provides for a reasonable attorney's fee which the Plaintiff alleges to be EIGHTY & 00/100 DOLLARS (\$80.00).

A sworn to itemized statement of account is attached hereto and made a part hereof.

Addresses of Defendants:

Forest A. Christian, Attorney for Plaintiff

Bay Minette Home & Auto, Inc.-Bay Minette- Horace E. Tindal, President.

Horace E. Tindal & Alvia F. Tindal-Route 1, Box 286, Robertsedale, Alabama

John Z. Davis & Mrs. John Z. Davis-Box 582, Bay Minette, Alabama

ALICE J. DUCK
CLERK
REGISTER

MAR 12 1970

FILED

State of.....PENNSYLVANIA..... Amount due \$ 400.00
County of.....ALLEGHENY..... S. S. Interest \$ 36.00
City of.....PITTSBURGH..... Total \$ 436.00

Before me,.....William Schwartz.....Notary Public in and for said

County and State, personally appeared.....P.A. Baysura.....

who being by me sworn in due form of law, doth depose and say, that he is.....agent of.....

.....Seiberling Tire & Rubber Co.

that the annexed account against.....Bay Minette Home & Auto Center Inc.

is correctly copied from books of original entry of.....Seiberling Tire & Rubber Co.

that within the knowledge of the affiant, the charges were made in said books at or about time of their respective date; that the goods for which said charges were made, were sold and delivered as charged; that the charges are correct; and the account just and true, as stated; that said plaintiffs hold no security for said indebtedness, or any part thereof; that there is now due and owing the whole sum of.....four hundred.....

Dollars and.....NO.....Cents, with interest thereon amounting to.....\$36.00.....as of the

.....15th.....day of.....February.....A. D. 1970.; that no part of said principal sum or interest has been paid, or in any manner settled, and that there are no deductions or offsets of any kind except such as are herein specified and credited.

Sworn to and Subscribed before me this.....5th.....

day of.....March....., A. D. 196/70.

In Testimony Whereof: I have hereunto set my
hand and seal the day and year aforesaid.

P.A. Baysura

William Schwartz
NOTARY PUBLIC.

VOL

64

PAGE

WILLIAM SCHWARTZ, Notary Public
Pittsburgh, Allegheny Co., Pa.
My Commission Expires
February 12, 1971

Bay Minette Home & Auto Center, Inc.
 Bay Minette, Alabama

1/3 Inv. 4869	5/31/68	\$215.64
1/3 " 06562	6/17/68	255.07
Cash Dis. shortage	9/5/68	4.98
1/3 Inv. 01569	7/15/68	364.65
1/3 " "	"	364.67
Wire charges		<u>.66</u>
		1,205.63
Ck rec'd 12/31/68		<u>405.63</u>
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Ck rec'd 2/28/69		<u>400.00</u>
		400.00 Balance

THE SEIBERLING TIRE & RUBBER COMPANY
 AKRON, OHIO 44309

THE SEIBERLING TIRE & RUBBER COMPANY

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We hereby waive notice of acceptance hereof and all demands and notice of nonpayment and protest.

IN WITNESS WHEREOF, we hereunto set our hands this 9th day of May, 1968

Witness:

[Signature]

Witness:

[Signature]

Witness:

[Signature]

BAY MINETTE HOME & AUTO, INC.

By Horace E. Tindal ^{Principal}

Title President

Address 116 Hoyle Ave., Bay Minette, Alabama

X Horace E. Tindal
Guarantor (Horace E. Tindal-As An Individual)

Box 286, Rt. 1, Robertsdale, Alabama

X Alvia A. Tindal
Guarantor (Mrs. Alvia Tindal-As An Individual)

Box 286, Rt. 1, Robertsdale, Alabama

Address _____

Guarantor _____

Address _____

THE SEIBERLING TIRE & RUBBER COMPANY

Gentlemen:

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We hereby waive notice of acceptance hereof and all demands and notice of nonpayment and protest.

IN WITNESS WHEREOF, we hereunto set our hands this 9th day of May, 1960

Witness:
H. A. Brown

Witness:
John Z. Davis

Witness:
J. W. Roberts

BAY MINETTE HOME & AUTO, INC.
Principal
By Harold E. Lindal
Title Vice President
Address 116 Hoyle Ave., Bay Minette, Alabama
X John Z. Davis
Guarantor (John Z. Davis-As An Individual)
Box 582, Bay Minette, Alabama
Address
Mrs. John Z. Davis
Guarantor (Mrs. John Z. Davis-As An Individual)
Box 582, Bay Minette, Alabama
Address
Guarantor
Address

RECEIVED

MAR 12 1970

Received 30 day of March 1970
and on 3 day of April 1970
I served a copy of this within 1067
on Alvia F. Tindal
by service on
JAYLOE WILKINS Sheriff
in H. F. Bunker
Somerville R. T.
R. Dale

(2) 9165 8053
SUMMONS AND COMPLAINT

SEIBERLING TIRE & RUBBER COMPANY,

PLAINTIFF,

VS:

BAY MINETTER HOME & AUTO, INC., a
corporation, HORACE E. TINDAL,
individually as guarantor, ALVIA F..
TINDAL, individually as guarantor,
JOHN Z. DAVIS, individually as guarantor,
and MRS. JOHN Z. DAVIS, individually
as guarantor,

DEFENDANTS.

FILED

MAR 12 1970

ALICE J. DUCK CLERK
REGISTER

3-13-70

LAW OFFICE OF
FOREST A. CHRISTIAN
(205) 943-2201
P. O. DRAWER 190
FOLEY, ALABAMA 36535

RETURNED 3.23-70
Mrs. John Z. Davis

BY 2 Aspinwall
DEPUTY SHERIFF
TAYLOR WILKINS, SHERIFF

Don Cents per mile Total \$ 11.88
Sheriff's mileage

This 16 day of March 1970
by serving a copy of this on
John Z. Davis
R. Dale Sheriff
Aspinwall D.S.