

PENNWALT CORPORATION,  
AGCHEM-DECCO DIVISION,  
a Pennsylvania corporation,

Plaintiff

vs.

CLEDIS PETERSON, individually,  
and doing business as CLEDIS  
PETERSON PRODUCE,

Defendant

) IN THE CIRCUIT COURT OF  
) BALDWIN COUNTY, ALABAMA  
) AT LAW

)

) CASE NO. 9251

)

)

C O M P L A I N T

Count I.


The Plaintiff claims of the Defendant NINE HUNDRED NINETEEN AND 47/100 (\$919.47) DOLLARS due from him by account, on, to-wit, the 26th day of August, 1969, 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 NINE HUNDRED NINETEEN AND 47/100 (\$919.47) DOLLARS DUE from him by account stated between the Plaintiff and the Defendant on, to-wit, the 26th day of August, 1969, which sum of money with the interest thereon is still unpaid.

Count III.

The Plaintiff claims of the Defendant the sum of NINE HUNDRED NINETEEN AND 47/100 (\$919.47) DOLLARS due from him for merchandise, goods and chattels sold by the Plaintiff to the Defendant between the 19th day of May, 1969, and the 26th day of August, 1969, which sum of money with the interest thereon is still unpaid.

  
E. G. RICKARBY  
Attorney for Plaintiff

OF COUNSEL:

RICKARBY & BENTON  
Fairhope, Alabama

**FILED**

Defendant's address is  
Loxley, Alabama

MAR 18 1971

EUNICE B. BLACKMON CIRCUIT CLERK

IMPORTANT: Read over slowly. Fill out very carefully. Attach itemized statement in triplicate showing each debit and credit supported by triplicate invoices of each debit. Do not strike out, change or add to except where indicated.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

Before me, the undersigned authority, on this day personally appeared A. T. Wesselmann,  
known to me, who being duly sworn, upon oath deposes and says that he is Manager  
and duly authorized agent of (Position held)

Pennwalt Corporation - Agchem-Decco Division

(Trade name or name of company)

A corporation duly incorporated and existing under the laws of the State of Pennsylvania  
a partnership consisting of

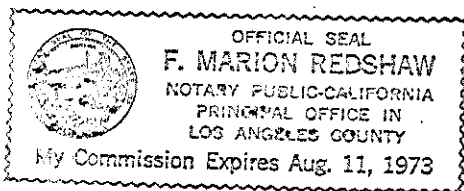
Owned and operated by, a sole trader,  
residing in the County of, State of, and that as  
such he makes this affidavit: that he is familiar with the books of said corporation, partnership, or Sole  
(Leave only one)

Trader; that the attached account against Cledis Peterson Produce, constituting this  
cause of action, is taken from original books of entry, and is just and true within the knowledge of this  
affiant; that all just and lawful offsets, payments and credits have been allowed and that the sum of  
Nine hundred and nineteen and 47/100 ----- Dollars (\$ 919.47), with interest  
thereon at the legal rate from the next following the date or dates thereof is due,  
owing and unpaid.

A. T. Wesselmann Manager - Decco Div.  
(Affiant)

Subscribed and sworn to before me this 22nd day of February A. D. 19 71

(SEAL)



F. Marion Redshaw  
Notary Public in and for the County and State first  
hereinbefore written.

My commission expires Aug. 11 A. D. 19 73

F. MARION REDSHAW  
Notary must PRINT name hereon.

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(Position held)

Pennwalt Corporation - Agchem-Decco Division

(Trade name or name of company)

A corporation duly incorporated and existing under the laws of the State of Pennsylvania a partnership consisting of

Owned and operated by \_\_\_\_\_, a sole trader, residing in the County of \_\_\_\_\_, State of \_\_\_\_\_, and that as such he makes this affidavit: that he is familiar with the books of said corporation, partnership, or Sole

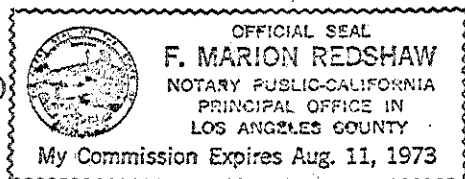
(Leave only one)

Trader; that the attached account against Cledis Peterson Produce, constituting this cause of action, is taken from original books of entry, and is just and true within the knowledge of this affiant; that all just and lawful offsets, payments and credits have been allowed and that the sum of Nine hundred and nineteen and 47/100 ----- Dollars (\$ 919.47), with interest thereon at the legal rate from the owing and unpaid.

A. T. Wesselmann Manager Decco Div.  
(Affiant)

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(SEAL)



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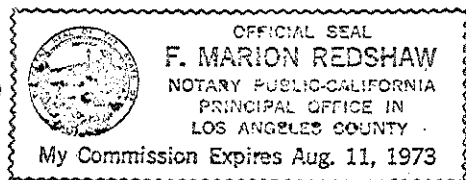
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A. T. Wesselmann Manager, Decco Div.  
(Affiant)

Subscribed and sworn to before me this 22nd day of February A. D. 19 71.

(SEAL)



F. Marion Redshaw  
Notary Public in and for the County and State first hereinbefore written.

My commission expires Aug. 11 A. D. 19 73.

F. MARION REDSHAW  
Notary must PRINT name hereon.



DIVISION

AGRICULTURAL TECHNOLOGY

P.O. BOX 120, 1713 S. CALIFORNIA AVENUE, MONROVIA, CALIFORNIA 91016 • (213) 358-1838



STATEMENT OF ACCOUNT

Debtor: Cledis Peterson Produce  
P. O. Box 206  
Loxley, Alabama

<u>Date</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
8/26/69	\$ 1,169.47 (for Decco Service)		\$ 1,169.47
6/3/70		250.00	919.47
II/19/70			\$ 919.47 =====

JR/eo

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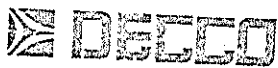
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JR/eo

PENWALT



AGRICULTURAL TECHNOLOGY

1713 S. CALIFORNIA AVE., P.O. BOX 120, MONROVIA, CALIFORNIA, 91016

(213) 358-1838

No. 1463

SOLD TO

CLEDIS PETERSON PRODUCE  
BOX 206  
LOXLEY, ALABAMA

SHIP TO  
(IF BLANK  
SAME AS  
SOLD TO)

MARKS

MARKS

TERMS:



30 DAYS NET

AUTHORITY FOR ORDER

STATEMENT RENDERED UPON REQUEST

ROUTING

DATE  
SHIPPED

DATE  
INVOICED

8/25/69

PROD. CODE & DIV.

NO.

57-2104-0400.04

MATERIAL

ITEM	QUANTITY	UNIT PRICE	AMOUNT
PER DECCO CONTRACT 5/19 to 6/19/69			
FINAL			
POTATOES			
Cloverdon Shed 15,329 cwt.			
Peterson Shed 44,355 cwt.			
50,000 cwt.			
9,684 cwt.			
			1,000.00
			165.42
			1,165.42

GUARANTEE & WARRANTY: SELLER WARRANTS FOR A PERIOD OF ONE YEAR AFTER SHIPMENT THAT THE EQUIPMENT OR MATERIAL OF ITS MANUFACTURE IS FREE FROM DEFECTS IN WORKMANSHIP AND MATERIALS BUT ITS LIABILITY IS LIMITED TO THE REPLACEMENT F.O.B. SHIPPING POINT OF THE DEFECTIVE PARTS THEREOF. CORROSION OR OTHER DECOMPOSITION BY CHEMICAL ACTION IS SPECIFICALLY EXCLUDED AS A DEFECT COVERED HEREUNDER. EXCEPT THAT THIS EXCLUSION SHALL NOT APPLY TO CHLORINATION EQUIPMENT. SELLER SHALL NOT BE LIABLE FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE SALE OR USE OF THE EQUIPMENT OR MATERIAL OTHER THAN AS EXPRESSLY PROVIDED HEREIN. WHERE CIRCUMSTANCES PERMIT, SELLER WILL INVOKE FOR THE BENEFIT OF PURCHASER THE GUARANTEE OF WARRANTY OF THE FACILITY. BUYER AGREES TO HOLD SELLER HARMLESS FROM ALL CLAIMS FOR DAMAGES ARISING OUT OF INJURY TO OR DESTRUCTION OF THE NUCLEAR FACILITY OR PROPERTY THEREAT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES (EITHER OF MERCHANTABILITY, FITNESS OR OTHERWISE), REPRESENTATIONS, COMMITMENTS OR STATEMENTS MADE BY SELLER OR ANY OF ITS AGENTS, SERVANTS OR EMPLOYEES EXCEPT AS EXPRESSLY PROVIDED HEREIN.

SELLER CERTIFIES THAT WITH RESPECT TO THE PRODUCTION OF THE ARTICLES AND/OR THE PERFORMANCE OF THE SERVICES COVERED BY THIS INVOICE, IT HAS FULLY COMPLIED WITH ALL APPLICABLE REQUIREMENTS OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, INCLUDING SECTION 6, 7, AND 12 THEREOF AND THE REGULATIONS AND ORDERS OF THE U.S. DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF.

ACCOUNTING-COLLECTION DEPT.



PENWALT

DECCO

AGRICULTURAL TECHNOLOGY

1713 S. CALIFORNIA AVE., P.O. BOX 120, MONROVIA, CALIFORNIA, 91016

(213) 358-1838

No. 1463

SOLD  
TO

CLEDIS PETERSON PRODUCE  
BOX 286  
LOXLEY, ALABAMA

SHIP TO  
(IF BLANK  
SAME AS  
SOLD TO)

MARKS

MARKS

ROUTING

DATE  
SHIPPED

DATE  
INVOICED

8/26/69

TERMS:



30 DAYS NET



STATEMENT RENDERED UPON REQUEST

AUTHORITY FOR ORDER

PROD. CODE & DIV.

NO.

57.2104.0400.04

ITEM	QUANTITY	MATERIAL	UNIT PRICE	AMOUNT
		PER DECCO CONTRACT 3/19 to 6/19/69		
		FINAL		
		POTATOES		
		Cloverdon Shed		
		Peterson Shed		
		15,329 cwt.		
		44,355 cwt.		
		50,000 cwt.	.02	1,000.00
		9,624 cwt.	.0175	169.47
				1,169.47

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ACCOUNTING-COLLECTION DEPT.

**FENWALT**

**DECCO**

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TERMS:

☒ 30 DAYS NET

☐

STATEMENT RENDERED UPON REQUEST

ROUTING	
DATE SHIPPED	DATE INVOICED
	8/26/69

AUTHORITY FOR ORDER

PROD. CODE & DIV.

NO.

57-2104-0400-04

ITEM	QUANTITY	MATERIAL	UNIT PRICE	AMOUNT
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		POTATOES		
		Cloverdon Shed 15,339 cwt.		
		Peterson Shed 44,355 cwt.		
		50,000 cwt.	.02	1,000.00
		9,624 cwt.	.0175	169.42
				1,169.42

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ACCOUNTING-COLLECTION DEPT.

64

PARTIAL PAYMENT

DATE 6-3-70

SUBJECT Cladis Peterson

CHECK NUMBER 9992

AMOUNT 250.00

APPLY: INV. # 1463

ON ACCT X

PERIOD:

PAID: \$ 250.00

PARTIAL PAYMENT

PARTIAL PAYMENT

DATE 6-3-70

SUBJECT Cledis Peterson

CHECK NUMBER 9992

AMOUNT 250.00

APPLY: INV. # 1463

ON ACCT X

PERIOD:

PAID: \$ 250.00

PARTIAL PAYMENT

PARTIAL PAYMENT

DATE 6-3-70

SUBJECT Cledis Peterson

CHECK NUMBER 9992

AMOUNT 250.00

APPLY: INV. # 1463

ON ACCT X

PERIOD:

PAID: \$ 250.00

PARTIAL PAYMENT

SUMMONS AND COMPLAINT

THE 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 .....Cledis Peterson, individually, and.....  
.....doing business as CLEDIS PETERSON PRODUCE.....

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 Cledis Peterson,  
individually, and doing business as Cledis Peterson Produce Defendant.....

by .....Pennwalt Corporation, Agchem-Decco Division, a Pennsylvania  
.....corporation..... Plaintiff.....

Witness my hand this.....18.....day of.....March.....1971.....

*Eunice B. Blackmon* Clerk  
EUNICE B. BLACKMON

24 - 4-23-71

No. 9751

Page.....

**THE STATE OF ALABAMA**

**BALDWIN COUNTY**

**CIRCUIT COURT**

Pennwalt Corporation,  
Agchem-Decco Division a  
Pennsylvania corporation

Plaintiffs

vs.

Cledis Peterson, individually,  
and doing business as Cledis  
Peterson Produce Defendants

**SUMMONS AND COMPLAINT**

**FILED**

Filed ..... 19.....  
MAR 18 1971

Clerk

EUNICE B. BLACKMON  
CIRCUIT CLERK

E. G. RICKARBY  
RICKARBY & BENTON  
FAIRHOPE, ALABAMA

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Loxley, Alabama

Received In Office

Mar. 18 1971

Taylor Wilkins Sheriff

I have executed this summons

this April 23 1971

by leaving a copy with

BR

Cledis Peterson

Shorff claims

40

inches

4.00

Ten Cents per mile Total \$

TAYLOR WILKINS, Sheriff

Brown

DEPUTY SHERIFF

Taylor Wilkins Sheriff

H. V. Brown Deputy Sheriff

Moore Printing Co. - Bay Minette, Ala.

40 mi R.T.

Sally

LAW OFFICES  
RICKARBY & BENTON

ATTORNEYS AT LAW  
35 SOUTH SECTION STREET  
P. O. BOX 471  
FAIRHOPE, ALABAMA 36532

E. G. RICKARBY  
DANIEL A. BENTON

TELEPHONE  
(205) 928-2308

March 17, 1971

9751

Mrs. Eunice B. Blackmon  
Clerk of the Circuit Court  
Bay Minette, Alabama

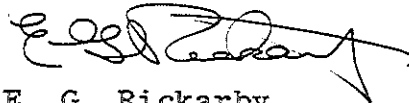
Re: Pennwalt Corporation v.  
Cledis Peterson Produce  
Our File No. B70-252

Dear Mrs. Blackmon:

Enclosed is summons and complaint, itemized and verified  
statement, and check for \$25.00 as deposit for costs.

Please process.

Yours very truly,



E. G. Rickarby

EGR:w  
cc-Fowarding Agent



LAW OFFICES  
RICKARBY & BENTON  
ATTORNEYS AT LAW  
35 SOUTH SECTION STREET  
P. O. BOX 471  
FAIRHOPE, ALABAMA 36532

E. G. RICKARBY  
DANIEL A. BENTON

TELEPHONE  
(205) 928-2308

May 26, 1971

Honorable Telfair J. Mashburn  
Judge of the Circuit Court  
Bay Minette, Alabama 36507

Re: Pennwalt Corporation v.  
Cledis Peterson Produce  
Our File No. B70-252  
Case No. 9751

Dear Judge Mashburn:

The above case was served on April 23, 1971, and we request a judgment by default for \$1,029.80, representing \$919.47 principal and \$110.33 interest, on an itemized and verified statement of account.

Respectfully submitted,



E. G. Rickarby

EGR:w