

EASTERN SHORE BROADCASTERS, INC.,)
a corporation, doing business as)
WABF RADIO,)

Plaintiff,)

vs.)

CARTOON-A-RAMA, INC.,)
a corporation, also known as)
KIDDIE KARE KARTOON, INC.)

Defendant.)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

COUNT ONE

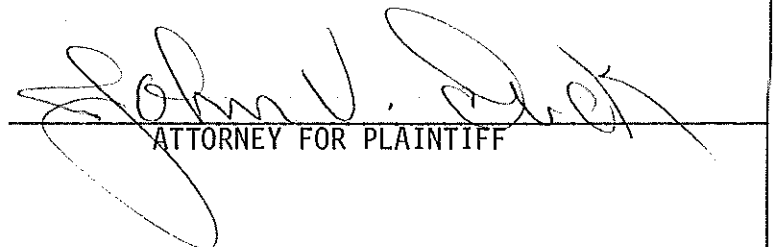
Plaintiff claims of the Defendant the sum of THREE HUNDRED SEVENTY-THREE AND 20/100 (\$373.20) DOLLARS due from him by open account from on, to-wit: the 15th day of July, 1970 until on, to-wit: the 16th day of September, 1970, which sum of money with the interest thereon is still unpaid.

COUNT TWO

Plaintiff claims of the Defendant the sum of THREE HUNDRED SEVENTY-THREE AND 20/100 (\$373.20) DOLLARS due for work and labor done for the Defendant by the Plaintiff from on, to-wit: the 15th day of July, 1970 until on, to-wit: the 30th day of September, 1970, at his request, which sum of money with the interest thereon is still unpaid.


ATTORNEY FOR PLAINTIFF

NOTE: The account sued on is hereby evidenced by an itemized and verified statement of the account.


ATTORNEY FOR PLAINTIFF

FILED

JUN 17 1971

ELINICE B. BLACKMON, CIRCUIT

WABF RADIO

1220 KC - 1,000 WATTS

FAIRHOPE, ALABAMA

CARTOON-A-RAMA

ONE OFFICE PARK, SUITE # 110

MOBILE, ALABAMA 36609

ACCOUNT FOR PERIOD ENDING September 19 70

JULY, 1970:

85 SPOT ANNOUNCEMENTS @ 1.80.....\$153.00

AUGUST, 1970:

40 SPOT ANNOUNCEMENTS @ 1.80..... 72.00

138 SPOT ANNOUNCEMENTS @ 1.80..... 248.40

SEPTEMBER, 1970:

111 SPOT ANNOUNCEMENTS @ 1.80..... 199.80

\$673.20

CREDIT...NOV.23,1970..... 100.00

573.20

CREDIT...JAN.4,1971..... 200.00

373.20

CHECK RETURNED TWICE..... 200.00

573.20

CREDIT...JAN.29,1971..... 200.00

373.20

WABF

Box 1317
FAIRHOPE, ALABAMA

1220 KC
1000 WATTS DA-D.

EASTERN SHORE BROADCASTORS, INC.

Date JULY 15, 1970

AGREEMENT between LUTHER HORNE JR. (CARTOON-A-RAMA) called "advertiser" and WABF in the city of Fairhope, Ala., hereinafter called "station" to broadcast radio programs as specified below:

NAME OF PROGRAM—OR TYPE OF SERVICE

PRODUCT:

—LENGTH OF BROADCAST—	—HOURS—	—DAYS—	—TIMES PER WEEK DAY	—TOTAL TIMES—
60 sec.		25	5	125

COMMENCEMENT DATE

JULY 15, 1970

EXPIRATION DATE

AUGUST 8, 1970

PROGRAM MATERIAL INFORMATION

AD LIB COMMERCIAL, 60 SECS IN LENGTH. 3 EA IN THE AM, 2 EA IN PM, BOTH DRIVE TIMES.
TO INCLUDE OPENING OF SPANISH FORT FACILITY, AND COMING FACILITY ON AIRPORT BLVD.
IN MOBILE, BETWEEN SPRINGDALE PLAZA AND LUMS REST.

ADDITIONAL INSTRUCTIONS

RATES	Time	Talent	Line Charges	Other Charges	Total
Each Broadcast:	\$	\$	\$	\$	\$ per broadcast
For <u>125</u> Broadcasts:	\$ <u>1.80ea</u>	\$	\$	\$	\$ <u>\$225.00</u> for contract

In return for said services the Advertiser agrees that PAYMENT is to be made to the station by tenth of each month following service. This Contract may be cancelled at any time simply by notifying WABF of intent to cancel at least 30 days in advance, in writing. WABF may dissolve this contract by applying the above method in reverse. It is understood that this contract is otherwise subject to the laws of the State of Alabama.

TO BE SUBMITTED FOR APPROVAL

By J. Russell Kilgore Sr.
(Station Representative)

Advertiser CARTOON-A-RAMA

By Dick Howell
Address #110 ONE PARK OFFICE Center

Accepted By JRK City Mobile State

Copy of approved contract will be mailed to client within seven days.

WABF

EASTERN SHORE BROADCASTORS, INC.

P. O. Drawer AS
~~Box 1317~~
FAIRHOPE, ALABAMA

1220 KC
1000 WATTS DA-D.

36532

Date September 16, 1970

AGREEMENT between Luther Horne, Jr. (Cartoon-A-Rama) called "advertiser" and WABF in the city of Fairhope, Ala., hereinafter called "station" to broadcast radio programs as specified below:

NAME OF PROGRAM—OR TYPE OF SERVICE

PRODUCT:

—LENGTH OF BROADCAST—

—HOURS—

—DAYS—

—TIMES PER WEEK—

—TOTAL TIMES—

-60-sec.

14

111

COMMENCEMENT DATE

Sept. 17, 1970

EXPIRATION DATE

Sept. 30, 1970

PROGRAM MATERIAL INFORMATION

ADDITIONAL INSTRUCTIONS

8 times per day for the first 13 days
7 times a day for ~~sunday~~ the 14th day.

RATES	Time	Talent	Line Charges	Other Charges	Total	
Each Broadcast:	\$	\$	\$	\$	1.80	per broadcast
For 111 Broadcasts:	\$	\$	\$	\$	199.80	for contract

In return for said services the Advertiser agrees that PAYMENT is to be made to the station by tenth of each month following service. This Contract may be cancelled at any time simply by notifying WABF of intent to cancel at least 30 days in advance, in writing. WABF may dissolve this contract by applying the above method in reverse. It is understood that this contract is otherwise subject to the laws of the State of Alabama.

TO BE SUBMITTED FOR APPROVAL.

By [Signature]
(Station Representative)

Advertiser Cartoon-A-Rama

WABF

By Verbal - continuing contract for last

Address 110 One Park Office Center

Accepted By [Signature] City Mobile State Ala.

Copy of approved contract will be mailed to client within seven days.

WABF

Box 1317
FAIRHOPE, ALABAMA

1220 KC
1000 WATTS DA-D.

EASTERN SHORE BROADCASTORS, INC.

Date Aug 11, 1970

AGREEMENT between Cartoon-A-Rama called "advertiser" and WABF in the city of Fairhope, Ala., hereinafter called "station" to broadcast radio programs as specified below:

NAME OF PROGRAM—OR TYPE OF SERVICE

PRODUCT:

—LENGTH OF BROADCAST— <u>60 Sec.</u>	—HOURS—	—DAYS— <u>S-6</u> <u>M-6</u> <u>T-6</u> <u>W-6</u> <u>T-6</u> <u>F-6</u> <u>S-6</u>	—TIMES PER WEEK—	—TOTAL TIMES— <u>138</u>
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COMMENCEMENT DATE

EXPIRATION DATE

Aug 11, 1970
PROGRAM MATERIAL INFORMATION

Aug 31, 1970

ADDITIONAL INSTRUCTIONS

RATES	Time	Talent	Line Charges	Other Charges	Total
Each Broadcast:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____ per broadcast
For <u>138</u> Broadcasts:	\$ <u>130</u>	\$ _____	\$ _____	\$ _____	\$ <u>248.40</u> for contract

In return for said services the Advertiser agrees that PAYMENT is to be made to the station by tenth of each month following service. This Contract may be cancelled at any time simply by notifying WABF of intent to cancel at least 30 days in advance, in writing. WABF may dissolve this contract by applying the above method in reverse. It is understood that this contract is otherwise subject to the laws of the State of Alabama.

TO BE SUBMITTED FOR APPROVAL.

By [Signature]
(Station Representative)

Advertiser Cartoon-A-Rama

By Luther Horne Jr. (Requested by Phone
#his Date)

Address _____

Accepted By [Signature] City _____ State _____

Copy of approved contract will be mailed to client within seven days.

COUNTY OF BALDWIN

STATE OF ALABAMA

Be it remembered, that on this 9th day of June
A. D., 19 71, personally appeared before me, the undersigned authority, J. RUSSELL KILGORE, SR. known to me

who being duly sworn, upon his oath stated that he is Station Representative
of EASTERN SHORE BROADCASTERS, INC. dba WABF RADIO

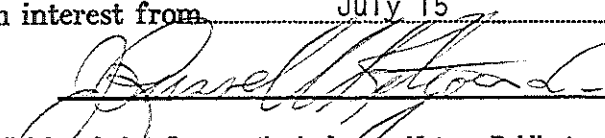
{ a corporation organized and doing business under the laws of the State of Alabama
{ and has been duly authorized by said corporation to make this affidavit
{ a partnership composed of _____

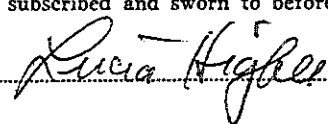
a sole trader doing business as _____
and that as such he makes this affidavit; that he is familiar with the books and business of
said corporation; that the attached account against
LUTHER HORNE, JR. dba CARTOON-A-RAMA of Mobile, Ala.

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 LUTHER HORNE, JR. dba CARTOON-A-RAMA

at { its
their } special instance and request, that credit has been duly given for all payments and
his

just and lawful offsets to which said account is entitled as thereon stated, and that the balance
thereof, amounting to the sum of THREE HUNDRED SEVENTY-THREE & 20/100 Dollars
(\$ 373.20) with interest from July 15 19 70 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 Alabama
and that the foregoing was subscribed and sworn to before me on the day and year
first above stated.


Notary Public

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 CARTOON-A-RAMA, INC., a corporation, also

known as KIDDIE KARE KARTOON, 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.....

CARTOON-A-RAMA, INC., a corporation also known as KIDDIE KARE KARTOON, INC.
Defendant.....

by EASTERN SHORE BROADCASTERS, INC. dba WABF RADIO

Plaintiff.....

Witness my hand this 17 day of June 19 71

Eunice B. Blackmon Clerk

Gilda Bending 8766
No. *9886* Page.....

**THE STATE OF ALABAMA
BALDWIN COUNTY**

CIRCUIT COURT

EASTERN SHORE BROADCASTERS, INC.

dba WABF RADIO

Plaintiffs

1/22^x Luther Horn, pres.

vs.
CARTOON-A-RAMA, INC., a corporation
also known as KIDDIE KARE KARTOON, INC.

Defendants

SUMMONS AND COMPLAINT

Filed 19.....

Clerk

FILED

FILED
JUN 17 1971
EUNICE B. BLACKMON
CIRCUIT CLERK
BALDWIN COUNTY, ALA.
JUN 18 8 22 AM '71
DUCK

Plaintiffs Attorney

Defendants Attorney

Defendant lives at

Kiddie Kare Kartoons, Gulf Shores, Ala.
or #110 One Office Park Center, Mobile,
Ala.

Received In Office

19.....

JUN 17 1971

Sheriff

I have executed this summons

this *June 22* 1971

by leaving a copy with

Cartoon - A-Rama, Inc.
by service on Luther Horn,
President

Ray O. Bridges Sheriff

N. Busby Deputy Sheriff

EASTERN SHORE BROADCASTERS, : IN THE CIRCUIT COURT
INC., a corporation, doing : OF BALDWIN COUNTY,
business as WABF RADIO, : ALABAMA
Plaintiff, :
Vs. : AT LAW
CARTOON-A-RAMA, INC., :
a corporation, a/k/a :
KIDDIE KARE KARTOON, INC., :
Defendant. : CASE NO. 9886

ANSWER

Comes now the Defendant in the above-styled cause and,
for answer to the Complaint, says as follows:

Not guilty.

JOHNSTON, JOHNSTON & KENDALL
Attorneys for Defendant

BY

Robert G. Kendall
ROBERT G. KENDALL

CERTIFICATE OF SERVICE

This is to certify that I have this day served counsel for
all parties in the foregoing matter with a copy of this
pleading by depositing in the United States Mail a copy of
same in a properly addressed envelope with adequate postage
thereon.

This 23 day of June, 19 71

Robert G. Kendall
Attorney for

FILED

JUN 24 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

988612

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT

Eunice Blackmon

Personally appeared before me, ~~JOHN V. DUCK~~, Clerk of the Circuit Court in and for Baldwin County and State aforesaid.

who being duly sworn, on oath says, that a regular September Term

of the Circuit Court of Baldwin County, to-wit: on the 24th day of September

19 71, EASTERN SHORE BROADCASTERS, INC., d/b/a WABF RADIO

recovered a judgment against CARTOON-A-RAMA, INC., a/k/a KIDDIE KARE KARTOON, INC.

for the sum of
THREE HUNDRED NINETY-FOUR AND 20/100

Dollars
besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect: that

THE DEPOSIT NATIONAL BANK

424 S. Wilson Ave., Prichard, Ala.

supposed to be indebted to or have effects of the said CARTOON-A-RAMA, INC., a/k/a KIDDIE KARE KARTOON, INC.

in its possession, or under its control, and that he believes process of

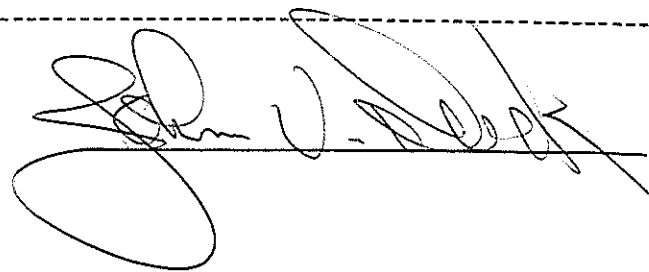
Garnishment against said THE DEPOSIT NATIONAL BANK

is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this 22

day of Dec. A. D. 1971

Eunice B. Blackmon
Clerk.



THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT

Eunice Blackmon

Personally appeared before me, ~~XXXXXX~~ Duck, Clerk of the Circuit Court in and for Baldwin County and
JOHN V. DUCK
State aforesaid

who being duly sworn, on oath says, that a regular September Term

of the Circuit Court of Baldwin County, to-wit: on the 24th day of September

19 71 EASTERN SHORE BROADCASTERS, INC., d/b/a WABF RADIO

recovered a judgment against CARTOON-A-RAMA, INC., a/k/a KIDDIE KARE KARTOON, INC.

for the sum of
THREE HUNDRED NINETY-FOUR AND 20/100 Dollars

besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect: that
THE DEPOSIT NATIONAL BANK

424 S. Wilson Ave., Prichard, Ala.

supposed to be indebted to or have effects of the said CARTOON-A-RAMA, INC., a/k/a KIDDIE KARE KARTOON, INC.

in its possession, or under its control, and that he believes process of

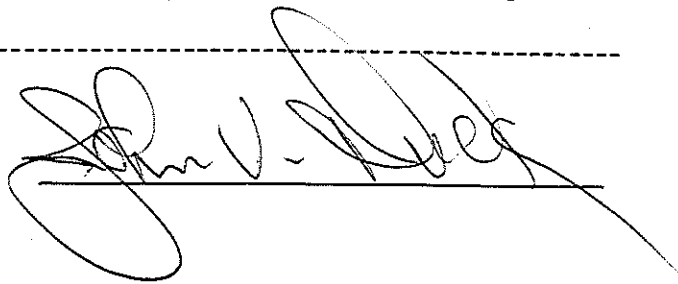
Garnishment against said THE DEPOSIT NATIONAL BANK

is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this

day of A. D. 19

Clerk.



STATE OF ALABAMA
Baldwin County

CIRCUIT COURT, BALDWIN COUNTY

September

TERM, 1971

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular September Term, 1971 of the Circuit Court of Baldwin County, to-wit: On the 24th day of September, 1971, being a regular day of said term, EASTERN SHORE BROADCASTERS, INC., d/b/a WABF RADIO

recovered judgment against CARTOON-A-RAMA, INC., a/k/a KIDDIE KARE KARTOON, INC.

for the sum of THREE HUNDRED NINETY-FOUR AND 20/100 ----- Dollars, and cost of suit, and affidavit having been made by JOHN V. DUCK

that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the following named persons or corporations, vis:

THE DEPOSIT NATIONAL BANK

424 S. Wilson Ave., Prichard, Ala.

has or is believed to have in its possession, or under its control money or effects belonging to said defendant or that it is, or is believed to be indebted to said defendant or to be liable to them, or to one of them on a contract for the delivery of personal property, or on a contract for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property.

You Are Therefore Hereby Commanded to Summon

THE DEPOSIT NATIONAL BANK

424 S. Wilson Ave., Prichard, Ala.

to file an answer in duplicate to the Circuit Court for Baldwin County, at the Court House thereof, in the city of Bay Minette, within 30 days from the service of the garnishment, or at the making of its answer, or at any time intervening the time of serving the garnishment, and making the answer if it was indebted to said defendant and whether it will not be indebted in future to said defendant by a contract then existing, and whether by a contract then existing it is, or are, liable to said defendants for the delivery of personal property, or for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property, and whether it has not in its possession or under its control money or effects belonging to the defendant

Herein fail not, and have you then and there this Writ.

Witness, Eunice B. Blackman, Clerk of said Court, this 27 day of Dec, A. D., 1971.
Issued 27 day of Dec, A. D., 1971.

ATTEST:

Eunice B. Blackman, Clerk.

Received 29 Day of Dec 1971
and on 6 Day of Dec 1971
I served a copy of the within
on Deposit National Bank

by service on Mrs. Cunningham
Wheat
RAY D. BRIDGES, Sheriff
D. S.

REC'D. SHERIFF DEPT.
MOBILE COUNTY, ALA.
DEC 29 8 45 AM '71
BY

RETURNED 1-18-72
Not found in my County after dili-
gent search and inquiry.
RAY D. BRIDGES, Sheriff
By [Signature] D.S.

[Signature]
Place
in file

CIRCUIT COURT, BALDWIN COUNTY

No. 9886 1/2
Eastern Shore Broadcasters

VS. } GARNISHMENT ON JUDGMENT
Cartoon A-Rama

Issued 27 day of Dec. 1971

Returnable _____ day of _____ 19____

Serve: 611 W. Gausman
Deposit National Bank
424 S. Wilson Ave
Prichard
John V. Wink
Attorney

Moore Printing Company, Bay Minette, Alabama
DEC 28 1971
JAYLON WALKINS
SHERIFF

STATE OF ALABAMA

Baldwin County

TO CARTOON-A-RAMA, INC., aka KIDDIE KARE KARTOON, Defendant.....:
INC.

YOU ARE HEREBY NOTIFIED that a Writ of Garnishment has been issued in the case of..

..... EASTERN SHORE BROADCASTERS, INC. d/b/a WABF RADIO Plaintiff.....,

versus CARTOON-A-RAMA, INC. a/k/a KIDDIE KARE KARTOON, INC. Defendant.....,

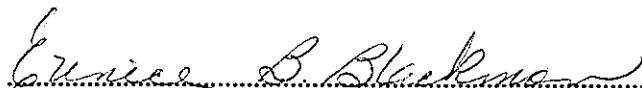
now pending in the Circuit Court of Baldwin County, Alabama, Law Side, in which

..... THE DEPOSIT NATIONAL BANK, 424 S. Wilson Ave., Prichard, Ala.

ha.....^S been named as Garnishee.....

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the

27 day of Dec., 1921.


Clerk of the Circuit Court.

9886 1/2

NOTICE
TO DEFENDANT OF GARNISHMENT
BY
CLERK OF CIRCUIT COURT
BALDWIN COUNTY, ALABAMA

TO

Cartoon-A-Rama, Inc.
a/k/a: Kiddie Kare Kartoon

Eastern Shore Broadcasters
 Plaintiff....

VS.

Cartoon-A-Rama, Inc.
a/k/a: Kiddie Kare Kartoon

Defendant....

John V. Black

DEC 28 1971

TAYLOR VALKINS
 CLERK

STATE OF ALABAMA

Baldwin County

TO CARTOON-A-RAMA, INC., aka KIDDIE KARE KARTOON, Defendant.....
INC.

YOU ARE HEREBY NOTIFIED that a Writ of Garnishment has been issued in the case of..

..... EASTERN SHORE BROADCASTERS, INC. d/b/a WABF RADIO Plaintiff.....

versus CARTOON-A-RAMA, INC. a/k/a KIDDIE KARE KARTOON, INC. Defendant.....

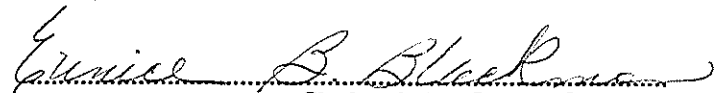
now pending in the Circuit Court of Baldwin County, Alabama, Law Side, in which

..... THE DEPOSIT NATIONAL BANK, 424 S. Wilson Ave., Prichard, Ala.

ha.....^S been named as Garnishee.....

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the

27 day of Dec 1971...


Clerk of the Circuit Court.

8

Chickering, Ella

CIRCUIT COURT OF BALDWIN

COUNTY, ALABAMA

CARTOON-A-RAMA, INC., a/k/a
KIDDIE KARE KARTOON, INC.,

Defendant,

THE DEPOSIT NATIONAL BANK OF :
MOBILE COUNTY, a national bank-
ing association,

Garnishee.

NO. 9886 1/2

ANSWER OF GARNISHEE

That at the time the Garnishee was served with process of garnishment in this cause, the Garnishee was not indebted to the Defendant, CARTOON-A-RAMA, INC., a/k/a KIDDIE KARE KARTOON, INC., and is not at the time of the making of this answer indebted to the Defendant.

The Garnishee was not at the time of the service of said writ of garnishment, is not now, or will not in the future, by contract then or now existing, be indebted to the Defendant; that said Garnishee was not under any contract with Defendant existing at the time of the service of

said writ whereby Garnishee was liable to said Defendant for delivery of personal property or for payment of money which may be discharged by delivery of personal property, or which is payable in personal property; that said Garnishee has not in its possession or under its control any money or effects belonging to the Defendant at any time from the date of the service of said writ until the time of the making of this answer, other than as herein stated.

And having fully answered, Garnishee prays that it may go hence with its costs in its behalf expended.

THE DEPOSIT NATIONAL BANK
OF MOBILE COUNTY

By:

James D. Phillips
Its President

Sworn to and subscribed before me on this the 19th day of

January, 1972.

Ronald H. McAllister
Notary Public, State of Alabama at Large
My Commission Expires Jan. 22, 1973

McDERMOTT & SLEPIAN
Attorneys for Garnishee

By:

Ronald P. Slepian
RONALD P. SLEPIAN

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing pleading has been served upon counsel for all parties to this proceeding, by mailing the same to each by First Class United States Mail, properly addressed and postage prepaid on this 20 day

of January, 1972.
Ronald P. Slepian

FILED

JAN 21 1972

EUNICE B. BLACKMON
CIRCUIT CLERK

J. Duck

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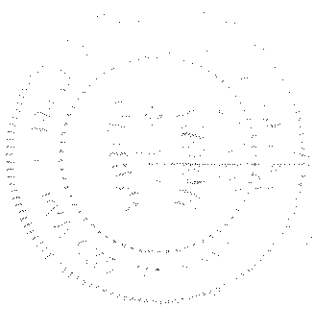
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