

COMPLAINT AND SUMMONS

REPORT TO GENERAL SESSIONS
COURTROOM "B" FIRST FLOORThe State of Alabama,
MOBILE COUNTY

TO THE SHERIFF OF MOBILE COUNTY—GREETINGS:

You are hereby commanded to summon..... Mary Mixon d/b/a Mixon's Shell Service

to be and appear before the Court of General Sessions of Mobile County at the Courthouse of Mobile
County, on the 5 day of April, 1972 at the hour of 9:00 A.M.,
then and there to answer a complaint of Newlyweds, Inc., a Corp.COURT OF GENERAL
SESSIONS
MAR 2 2 38 PM '72

of a debt or other demand not exceeding Seven Hundred Fifty Dollars.

Herein fail not and have you then and there this precept with your doings.

Witness my hand, this.....day of....., 19.....

Clerk of the Court of General Sessions of Mobile County.

Cause of Action

Plaintiff claims of the defendant \$ 220.00 due
by written contract, with interest thereon,
executed by him on 5/19/70 under which
he waived all exemptions under the laws of Ala-
bama and agreed to pay a reasonable attorney's
fee, which is claimed.

ATTORNEY FOR PLAINTIFF

GIBBONS, STOKES & CLARK
100 CONGRESS STREET
MOBILE, ALA.

COMPLAINT AND SUMMONS

Atty. for Plaintiff: GIBBONS & STOKES

Atty. for Defendant:

THE COURT OF GENERAL SESSIONS
OF MOBILE COUNTY

No. 3224

Ret.

April 5, 1972
Newlyweds, Inc., a corp.

VS.

Mary Mixon d/b/a Mixon's Shell
Service

Continued To

Highway 31 South
Bay Minette, Ala.

Please forward to Sheriff
of Baldwin County for
service.

Executed by Service on

Defendant

This day, 19.....

Sheriff of Mobile County

By
Deputy Sheriff

COMPLAINT AND SUMMONS

2.

REPORT TO GENERAL SESSIONS
COURTROOM "B" FIRST FLOORThe State of Alabama,
MOBILE COUNTY

TO THE SHERIFF OF MOBILE COUNTY—GREETINGS:

You are hereby commanded to summon Mary Nixon a/b/a Nixon's Shell Serviceto be and appear before the Court of General Sessions of Mobile County at the Courthouse of Mobile
County, on the 5 day of April, 19 72 at the hour of 9:00 A.M.,
then and there to answer a complaint of Newlyweds, Inc., a Corp.

of a debt or other demand not exceeding Seven Hundred Fifty Dollars.

Herein fail not and have you then and there this precept with your doings.

Witness my hand, this _____ day of _____, 19 _____

Clerk of the Court of General Sessions of Mobile County.

Cause of Action

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by written contract, with interest thereon,
executed by him on 5/19/70 under which
he waived all exemptions under the laws of Ala-
bama and agreed to pay a reasonable attorney's
fee, which is claimed.Ben Stiles
ATTORNEY FOR PLAINTIFF

GIBBONS, STOKES & CLARK
160 CONGRESS STREET
MOBILE, ALA.

COMPLAINT AND SUMMONS

Atty. for Plaintiff: *GIBBONS & STOKES*

Atty. for Defendant:

THE COURT OF GENERAL SESSIONS
OF MOBILE COUNTY

No. *3224*

Ret.

April 5, 1972

Newlyweds, Inc., a corp.

VS.

Mary Nixon d/b/a Nixon's Shell
Service

Continued To

Highway 31 South
Bay Minette, Ala.

Please forward to Sheriff
of Baldwin County for
service.

Sheriff's Ret.
Executed by Service on

Defendant
MAR 7 1972
This *9th* day *March*, 1972
SHERIFF
By *Bref*
Sheriff of Mobile County

By _____
Deputy Sheriff

over

REC'D SHERIFF DEPT
MOBILE COUNTY, ALA. MAR 14 8 37 AM '72
MAR 3 4 02 PM '72

TAYLOR WILKINS, SHERIFF OF BALDWIN

COUNTY, ALABAMA, CLAIM \$1.50 EACH

FOR SERVING 1 PROCESS(S) AND

TRAVEL EXPENSE ON EACH OF \$ *60*

PROCESS(S) OR A TOTAL OF \$ *2.10*

W A Talbert
3 miles South of BAY

6 miles

NEWLYWEDS, INC., a	X	
Corporation,		
	X	IN THE COURT OF GENERAL SESSIONS
Plaintiff,		
	X	OF MOBILE COUNTY, ALABAMA
vs.		
	X	CASE NO. 3224
MARY MIXON, d/b/a		
MIXON'S SHELL SERVICE	X	
Defendant	X	

PLEA IN ABATEMENT

Comes the Defendant, Mary Mixon, in the above styled cause, and appearing especially for the purpose of filing the following plea in abatement, and for no other purpose, pleas in abatement to the complaint filed in this cause, and to each count count thereof as follows, separately and severally:

1.

That this Honorable Court is without jurisdiction of the cause of action sued on in this:

That she has been a resident of Baldwin County continuously and that she is not now, nor has she ever been a resident of Mobile County, Alabama.

WHEREFORE, the Defendant says, she cannot be sued in Mobile County, Alabama, and that the General Sessions Court of Mobile County, Alabama, has no jurisdiction of the cause of action made the basis of this suit, and that this Court ought not to take further jurisdiction of this cause.

Mary Mixon
Mary Mixon

COURT OF GENERAL SESSIONS
MAR 21 11 27 AM '72

STATE OF ALABAMA

BALDWIN COUNTY

Before me, Amelia G. Perkins, a Notary Public, in and for said County, in said State, personally appeared Mary Mixon, who, being by me first duly sworn, deposes and says that she is the defendant in the above styled cause, and that she is cognizant of the facts stated in the above and foregoing plea in abatement, and that the facts stated in the above and foregoing plea in abatement are true to the best of her knowledge, information and belief.

Mary Mixon
Mary Mixon

Sworn to and subscribed before me on this the 20th day of March, 1972.

Amelia G. Perkins
Notary Public,

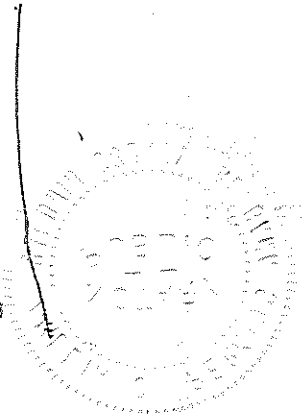
CERTIFICATE OF SERVICE

I do hereby certify that I have on this 20th day of March, 1972, served a copy of the foregoing pleading on counsel for all parties to this proceeding by mailing the same by United States Mail, properly addressed, and first class postage prepaid.

WILTERS & BRANTLEY

By: [Signature]

3224



Handwritten text in the upper middle section of the page, including the word "RECEIVED" and several lines of illegible cursive handwriting.

Handwritten text in the middle right section of the page, consisting of several lines of illegible cursive handwriting.

Handwritten text in the lower middle section of the page, including the word "RECEIVED" and several lines of illegible cursive handwriting.

Large block of handwritten text in the lower half of the page, consisting of multiple lines of illegible cursive handwriting.

Small handwritten text at the bottom left of the page, consisting of a few lines of illegible cursive handwriting.

4.

GIBBONS, STOKES & CLARK

ATTORNEYS AT LAW

160 CONGRESS STREET

MOBILE, ALABAMA

TELEPHONE 433-2611

March 28, 1972

E. GRAHAM GIBBONS
BEN STOKES
ROBERT F. CLARK

MAILING ADDRESS
P. O. BOX 293
MOBILE, ALABAMA 36601

Mr. J. D. Richardson, Clerk
Court of General Sessions
Mobile County Courthouse
Mobile, Alabama

RE: Newlyweds, Inc., a corp. vs Mary Mixon d/b/a Mixon's
Shell Service, #3224

Dear Sir:

The defendant filed a plea in abatement, attacking jurisdiction on grounds of improper venue. The plaintiff confesses this plea and I request that you enter an order transferring the case to the Circuit Court of Baldwin County at your earliest opportunity.

Sincerely,

Ben Stokes
Ben Stokes

BS/cs

cc: Harry J. Wilters, Jr.

COURT OF GENERAL
SESSION
MAR 29 10 46 AM '72

1941

THE COURT OF GENERAL SESSIONS
OF THE DISTRICT OF COLUMBIA
DOES hereby certify that the
within and foregoing is a true and
correct copy of the original
as the same appears from the
records of the Court.

IN WITNESS WHEREOF, the Clerk of the Court
has hereunto set his hand and the seal of the Court
at Washington, D.C., this 1st day of June, 1941.

CLERK OF THE COURT
BY _____
Deputy Clerk

1941

1941

5224

COURT OF GENERAL
SESSIONS
JUN 12 1941

THE COURT OF GENERAL SESSIONS OF MOBILE COUNTY

NEWLYWEDS, INC., A CORP.	:	Filed:	Case No. 3224
	:		March 2, 1972
PLAINTIFF,	:	Summons Issued:	March 3, 1972
	:	Returnable:	April 5, 1972
VS	:	Service Had:	March 9, 1972
	:	Cause of Action:	WC
MARY MIXON, d/b/a MIXON'S	:	Attorney for Plaintiff:	Gibbons, Stokes & Clark
SHELL SERVICE	:	Attorney for Defendant	Wilters and Brantley
DEFENDANT	:	Amount of Claim:	\$220.00
	:		

3-21-72: Defendant's Plea in Abatement Filed

4-5-72: Plea confessed, proceedings transferred to Circuit Court, Baldwin County

Paul W. Brantley

I hereby certify that the foregoing is a true and correct copy of the above styled cause, as it appears on record and in the files of The Court of General Sessions of Mobile County, Alabama.

Witness my hand this the 17 day of April, 1972.

J. D. Richardson

Clerk of The Court of General Sessions of Mobile County, Alabama

COST BILL

ATTORNEYS FOR PLTF: *Subbons & H. H. H.*

General Sessions (Civil Div.) Court of Mobile, Mobile County Court House, Mobile, Ala.

*Newlyweds, Inc a corp**Mary Mignon* Plaintiff
Shell Service DefendantCASE NO. *3224*

Garnishee

COURT FEES

Summons and proceedings thereon to judgement	1.50
Docketing each cause	1.00
Execution	1.00
Attachment Bond and Affidavit	2.50
Law Library Fee	1.00
Summoning Garnishee	1.00
Every necessary certificate or notice not provided for	1.00
.....	\$
.....	TOTAL \$

SHERIFF'S FEES

Levying Attachment	12.00
Serving witness subpoenas	1.50
Summoning Garnishee and making return	3.00
Serving Summons and other mesne process, and returning the same	3.00
Collecting execution for costs only	3.00
Serving any summons not herein provided for, and making return	3.00
Mileage	
FAIR TRIAL TAX	\$ 2.00
.....	TOTAL \$

GRAND TOTAL \$ *12.10*

I respectfully call your attention to the above Court Cost Bill which if not paid by _____, 19____, it will be my unpleasant duty to issue execution on your property for the recovery of the same.

J. D. Richardson, Clerk

TRANSFER

NOTICE of ~~APPEAL~~

STATE OF ALABAMA,)
MOBILE COUNTY)

Newlyweds, Inc., a corp.

Plaintiff

VS.

Mary Mixon, d/b/a Mixon's Shell Service

Defendant

To Mary Mixon, d/b/a Mixon's Shell Service

in said Cause: Newlyweds, Inc., a corp. VS Mary Mixon, d/b/a Mixon's Shell
You are hereby notified that... Newlyweds, Inc., a corp. Service

the Plaintiff in the above entitled cause has prayed and ob-
tained a transfer to the Circuit Court of Baldwin County, Alabama
from the judgment therein rendered by
Judge of the COURT OF GENERAL SESSIONS OF MOBILE COUNTY, and having
complied with the requirements of the law in such cases made and provided, the same has
been granted to the next term of the CIRCUIT COURT of Baldwin County, to be held for
said County, you are hereby notified accordingly.

Given under my hand this the 17 day of April 19 72

J. D. Richardson
Clerk, Court of General Sessions of Mobile County, Civil Division

10,353
Case No. 3224

Newlyweds, Inc., a corp.

Plaintiff,

VS

Mary Nixon, d/b/a Nixon's Shell

Service

Defendant.

TRANSFER

NOTICE OF ~~APPEARANCE~~

Returnable To The Circuit Court of
Baldwin County

Issued: April 17, 1972

Serve On: Mary Nixon, d/b/a Nixon's
Service
Highway 31, South
Bay Minette, Alabama

NOTICE of ~~APPEAL~~

STATE OF ALABAMA,)
MOBILE COUNTY)

Newlyweds, Inc., a corp.

Plaintiff

VS.

Mary Mixon, d/b/a Mixon's Shell Service

Defendant

To Mary Mixon, d/b/a Mixon's Shell Service

in said Cause: Newlyweds, Inc., a corp. VS Mary Mixon, d/b/a Mixon's Shell

You are hereby notified that Newlyweds, Inc., a corp. Service

the Plaintiff in the above entitled cause has prayed and obtained a transfer to the Circuit Court of Baldwin County, Alabama from the judgment therein rendered by

Judge of the COURT OF GENERAL SESSIONS OF MOBILE County, and having complied with the requirements of the law in such cases made and provided, the same has been granted to the next term of the CIRCUIT COURT of Baldwin County, to be held for said County, you are hereby notified accordingly.

Given under my hand this the 17 day of April 1972

Clerk, Court of General Sessions of Mobile County, Civil Division

Case No. 3224

Newlyweds, Inc., a corp.

Plaintiff,

VS

Mary Nixon, d/b/a Nixon's Shell

Service

Defendant.

APR 24 1972

TRANSFER

NOTICE OF APPEAL

Returnable To The Circuit Court of
Baldwin County

Issued: April 17, 1972

Serve On: Mary Nixon, d/b/a Nixon's
Service
Highway 31, South
Bay Minette, Alabama

REC'D SHERIFF DEPT
MOBILE COUNTY, ALA.

APR 15 8 45 AM '72

SHERIFF OF BALDWIN COUNTY, ALABAMA, CLAIM \$1.50 EACH BY

FOR SERVING [] PROCESS[] AND

TRAVEL EXPENSE ON EACH OF \$ 00

PROCESS[] OR A TOTAL OF \$ 1.50

Received 24 day of April 1972

and on 24 day of April 1972

I served a copy of the within on

Mary Nixon, d/b/a

By W.A. Talbert

W.A. Talbert

W.A. Talbert

45794

NEWLYWEDS, INC., a	X	
Corporation,	X	IN THE CIRCUIT COURT OF
Plaintiff,	X	BALDWIN COUNTY, ALABAMA
vs.	X	AT LAW
MARY MIXON d/b/a	X	CASE NO. 10,355
MIXON'S SHELL SERVICE,	X	
Defendant	X	

ANSWER TO INTERROGATORIES

Comes now the Defendant in the above styled cause and files the following Answers to the Interrogatories heretofore propounded to the Defendant by the Plaintiff:

1. This is my signature.
2. None.
3. On February 23, 1971, I paid \$40.00, and on April 26, 1971, I also paid \$40.00. I may have made other payments, but I do not have cancelled checks to verify this.

Mary Mixon
Mary Mixon

STATE OF ALABAMA

BALDWIN COUNTY

Personally appeared before me, the undersigned authority, Mary Mixon, who after first being duly sworn, deposes and says that she has read the foregoing answer to interrogatories, and that the same are true and correct to the best of my knowledge, information and belief.

Mary Mixon
Mary Mixon

Sworn to and subscribed before me on this the 31st day of August, 1972.

Amelia G. Perkins
Notary Public,

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 31 day of August 1972 served a copy of the foregoing pleading on counsel for all parties to this proceeding by sending the same by United States Mail, properly addressed, and first class postage prepaid.

WILTERS & BRANTLEY

By: [Signature]

FILED

AUG 31 1972

EUNICE B. BLACKMON CIRCUIT CLERK

GIBBONS, STOKES & CLARK

ATTORNEYS AT LAW
160 CONGRESS STREET
MOBILE, ALABAMA
TELEPHONE 433-2611

E. GRAHAM GIBBONS
BEN STOKES
ROBERT F. CLARK

July 20, 1972

MAILING ADDRESS
P. O. BOX 293
MOBILE, ALABAMA 36601

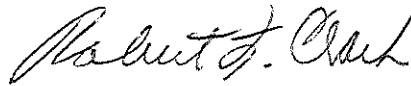
Mrs. Eunice Blackmon, Clerk
Circuit Court
Baldwin County Courthouse
Bay Minette, Alabama

Re: Newlyweds, Inc. a corp. vs Mary Mixon d/b/a Mixon's
Shell Service - Case 3224

Dear Mrs. Blackmon:

Enclosed please find a motion for judgment nil dicit for
filing in the above matter.

Sincerely,



Robert F. Clark

RFC:cm

Enc.

*returned by Judge
7-31-72 - without granting
or denying same*

NEWLYWEDS, INC., A
Corporation

Plaintiff

vs

MARY MIXON d/b/a
MIXON'S SHELL SERVICE

Defendant

)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

)

)

)

CASE NO. 3224

MOTION FOR JUDGMENT NIL DICIT

Comes now the plaintiff in the above styled cause and shows unto the court that more than sixty days have elapsed since service of interrogatories on the defendant, but that the defendant has failed and refused to answer said interrogatories.

WHEREFORE, plaintiff moves the court to enter judgment nil dicit against the defendant.

GIBBONS, STOKES & CLARK

By

Robert F. Clark
Robert F. Clark
Attorney for Plaintiff
P. O. Box 293
Mobile, Alabama

CERTIFICATE OF SERVICE

I certify that on this 20 day of July, 1977, a copy of the foregoing pleading has been served upon counsel for all adverse parties to this proceeding by mailing the same to each of the class U. S. mail, properly addressed and postage prepaid.

Robert F. Clark
ATTORNEY FOR

GIBBONS, STOKES & CLARK

ATTORNEYS AT LAW
160 CONGRESS STREET
MOBILE, ALABAMA
TELEPHONE 433-2611

E. GRAHAM GIBBONS
BEN STOKES
ROBERT F. CLARK

July 24, 1972

MAILING ADDRESS
P. O. BOX 293
MOBILE, ALABAMA 36601

Mrs. Eunice Blackmon, Clerk
Circuit Court
Baldwin County Courthouse
Bay Minette, Alabama

Re: Newlyweds, Inc. vs Mary Nixon d/b/a Nixon's Shell Service
Case 3224

Dear Mrs. Blackmon:

With regard to your conversation with my secretary, I enclose
the order relating to my motion for judgment nil dicit.

Sincerely,


Robert F. Clark

RFC:cm

Enc.

NEWLYWEDS, INC. A
Corporation

Plaintiff

vs

MARY MIXON d/b/a
MIXON'S SHELL SERVICE

Defendant

) IN THE CIRCUIT COURT OF

) BALDWIN COUNTY, ALABAMA

) CASE NO. 3224

O R D E R

It appearing to the court that plaintiff herein filed
a motion for judgment nil dicit on the _____ day of
July, 1972, it is hereby ORDERED, ADJUDGED and DECREED that
the motion be heard before this court on the _____ day
of _____, 1972.

CIRCUIT COURT JUDGE

NEWLYWEDS, INC., a
Corporation

Plaintiff

vs

MARY MIXON d/b/a
MIXON'S SHELL SERVICE

Defendant

* IN THE CIRCUIT COURT OF
* BALDWIN COUNTY, ALABAMA

*

*

*

*

CASE NO. ^{10,355}
3224

INTERROGATORIES TO DEFENDANT

Comes now the plaintiff in the above styled cause and
propounds the following interrogatories to the defendant
separately and severally:

1. Please examine attached Exhibit A and state whether
or not the purported signature of Mary Mixon is your signature.
2. Please state what merchandise or material was received
by you from the plaintiff pursuant to said Exhibit A.
3. Please state what payments have been made by you to
the plaintiff pursuant to Exhibit A, giving the date and the
amount of each payment.

GIBBONS, STOKES & CLARK

By

Ben Stokes

Attorney for Plaintiff

STATE OF ALABAMA

COUNTY OF MOBILE

Before me, the undersigned authority, personally appeared
Ben Stokes, Attorney of Record in the above styled cause, who
was already known to me and who was sworn by me to speak the
truth and who stated that the foregoing interrogatories and
the answers thereto, if well and truthfully given and made will
constitute true, important and competent material and relevant
evidence for plaintiff on the trial of said cause.

Ben Stokes

Sworn and subscribed to before me this 3rd day of May, 1972.

Please make personal service
on Harry J. Wilters, Jr.,
Attorney for defendant,
Bay Minette, Alabama.

Notary Public

FILED

MAY 5 1972

EUNICE B. BLACKMON
CLERK

SPONSOR'S CONTRACT

"EXHIBIT A"

1. The undersigned, hereinafter called the Sponsor, does hereby enter into this agreement with Newlyweds, Inc. for cooperative advertising in a Newlyweds Program.

The main instrument of said program to be 200 Wedding Books and specially prepared merchandising material imprinted and inserted into said quantity of Wedding Books. Other material furnished for promotion and follow-up, but not inserted into said books, are a part of, and subject to, all the terms and conditions of this agreement.

2. The above quantity of Wedding Books shall be imprinted with the Sponsor's advertising copy on the inside front cover. A imprinted Gift Certificate (if desired) shall be inserted into each book. All such books, complete with insertions shall be furnished by Newlyweds, Inc. to engaged couples in the BAY MINETTE ALA. trade area.
City and State

These Wedding Books shall be presented, Free of charge, to engaged couples in the above trade area, commencing on, or about JUNE, 1970.

3. Sponsor recognizes and understands that the stipulated quantity of Wedding Books, insertions, advertising and printed matter, are to be specially prepared for the Sponsor for the aforesaid purposes, and in consideration thereof, agrees to pay \$ 1.50 for each copy of said Wedding Books contracted for at the rate of \$ 20.00 per month for 5 months. All such payments are due immediately on receipt of each monthly statement and copy of engagement list, and shall be paid monthly to Newlyweds, Inc. Should sponsor fail to make this monthly payment within 30 days from date of statement, then, at the option of Newlyweds, Inc. the entire balance due for the said quantity of books may be declared immediately due and payable. Sponsor further agrees to pay all court costs, plus reasonable attorney's fee, should legal proceedings be necessary for collection.
4. So that the continuity of this program may not be broken, and for the protection of the undersigned sponsor, it is further agreed that subsequent printings will be made of said books in like quantity and paid for in the same manner and at the same rate per book as herein stated above. When a balance of 50 books are left to be presented, Sponsor will receive a statement showing the above stipulated balance. Said Sponsor's advertising may be deleted from next printing, only if Sponsor notifies Newlyweds, Inc. in writing of such intention within 30 days after receipt of the above mentioned statement.
5. It is understood that this instrument embodies all the agreements between the parties thereto, and that there are no other agreements, promises, or representations, expressed or implied, to be considered. Sponsor further attests that he has read and understands this agreement and hereby approves all its items and conditions.

KEEP IT BRIEF	SPONSOR'S ADVERTISING COPY	USE NO CUTS
(PLEASE PRINT)		
<u>MIXON'S SHELL SERVICE</u> FIRM NAME		
<u>COMPLETE AUTO SERVICE - 24 HOUR ROAD</u> SLOGAN		
<u>SERVICE -- OUR BUSINESS IS TO SERVE YOU</u> ADVERTISING MESSAGE		
<u>31 HIGHWAY SOUTH</u> STREET ADDRESS	<u>937-7818</u> PHONE NUMBER	

GIFT CERTIFICATE INSTRUCTIONS
GIFT CERTIFICATE?
YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
COPY FOR SPECIAL GIFT "GOOD FOR"
<u>A FREE LUBRICATION</u>
<u>FOR YOU AT YOUR</u>
<u>CONVENIENCE.</u>

IMPORTANT
PLEASE NOTE

1. CHECK ADVERTISING COPY FOR ACCURACY
2. ATTACH SAMPLE OF SPONSOR'S STATIONERY

THIS CONTRACT SUBJECT TO CONDITIONS PRINTED ON THE REVERSE SIDE HEREOF
READ, SIGNED AND ACCEPTED

[Signature]
REPRESENTATIVE

the 19 day of MAY, 1970
MIXON'S Shell Service
SPONSOR'S FIRM NAME
BY MARY MIXON
SIGNATURE OF SPONSOR OR AUTHORIZED AGENT
MARY MIXON
PRINT ABOVE SIGNATURE AND TITLE
31 Hwy South
STREET ADDRESS
BAY Minette
CITY
ALA
STATE

APPROVED AT HEADQUARTERS' OFFICE OF
NEWLYWEDS, INC.
701 SO. MENDENHALL, MEMPHIS, TENNESSEE 38117

BY [Signature]
OFFICER OF COMPANY
6-11-70
DATE

CONDITIONS OF CONTRACT

- A. The quantity of books ordered and indicated in paragraph Number 1 on the front side of this contract and payment therefor by SPONSOR shall not be cancelled for any cause, nor shall change of ownership of the SPONSOR'S BUSINESS affect the obligations and duties of the SPONSOR as herein provided. This agreement shall be binding on the SPONSOR'S successors, assignees, heirs and personal representatives.
- B. The sponsor herewith approves the advertising copy as shown on reverse side and authorizes its insertion as per paragraph one (1) thereof. NEWLYWEDS, INC. and publishers expressly reserve the right to edit or shorten copy if necessary to fit physical space available.
- C. Sales representatives have no authority to collect money or incur any indebtedness on behalf of NEWLYWEDS, INC. All remittances shall be made by check payable only to NEWLYWEDS, INC. at Memphis, Tennessee.
- D. This agreement, or any renewal or extensions thereof, shall not be binding upon NEWLYWEDS, INC. until final acceptance of this contract is countersigned and acknowledged in writing by an officer at the Headquarter's Office of the Company in Memphis, Tennessee.

NEWLYWEDS, INC., a	X	
Corporation,	X	IN THE CIRCUIT COURT OF
Plaintiff,	X	BALDWIN COUNTY, ALABAMA
vs.	X	AT LAW
MARY MIXON, d/b/a	X	CASE NO. <u>10,355</u>
MIXON'S SHELL SERVICE,	X	
Defendant.	X	

Comes now the Defendant in the above styled cause and for answer to the Plaintiff's Complaint, says:

1.

Not guilty.

2.

Not guilty of the matters alleged therein.

WILTERS & BRANTLEY

BY: *Long J. Wilters*
Attorneys for Defendant

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 26 day of April 1972 a copy of the foregoing pleading or answer for all parties proceeding by mailing the same by United States Mail, postage enclosed, and first class postage prepaid.

WILTERS & BRANTLEY

By: *Long J. Wilters*

FILED

APR 27 1972

EUNICE B. BLACKMON CIRCUIT CLERK