


SUMMONS

THE STATE OF ALABAMA)
)
BALDWIN COUNTY.)

TO ANY SHERIFF OR THE STATE OF ALABAMA, GREETING:

You are hereby commanded to summon JOHN MINCHEW, 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 Bay Minette, against JOHN MINCHEW, by MCGOWIN-LYONS HARDWARE & SUPPLY COMPANY, a corporation.

WITNESS my hand this the 13th day of May, 1954.


Clerk

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COMPLAINT

MCGOWIN-LYONS HARDWARE & SUPPLY CO.) a Corporation,) PLAINTIFF)) VS:)) JOHN MINCHEW,) DEFENDANT)	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA AT LAW
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COUNT I:

The plaintiff claims of the defendant the sum of EIGHT HUNDRED TWENTY FIVE & 11/100 DOLLARS (\$825.11) together with interest thereon, due from him by account on, to wit: the 24th day of February 1954, which sum of money, with interest thereon, is still unpaid.

COUNT II:

The plaintiff claims of the defendant the sum of EIGHT HUNDRED TWENTY FIVE & 11/100 DOLLARS (\$825.11), together with interest thereon, due from him on account stated between the plaintiff and the defendant on, to wit: the 24th day of February 1954, which sum of money, with interest thereon, is still unpaid.

COUNT III:

The plaintiff claims of the defendant the sum of EIGHT HUNDRED TWENTY FIVE & 11/100 DOLLARS (\$825.11), together with interest thereon, due from him for merchandise, goods and chattels sold by the plaintiff to the defendant on, to wit: the 24th day of February, 1954, which sum of money, with interest thereon, is still unpaid.

There is attached hereto and made a part hereof, an itemized statement of account, verified by the affidavit of a competent witness, sworn to before a notary public, which shows the amount due on this account as of the 24th day of Feb 1954.


Attorney for Plaintiff

INVOICE

McGOWIN-LYONS HARDWARE & SUPPLY CO.

PHONE 2-8721
LONG DISTANCE 40
P. O. BOX 1209

WATER AT ST. LOUIS STREET
MOBILE 7, ALABAMA

CABLE ADDRESS
"HUSTLERS"

DATE Feb 24th 1954

INVOICE NO.

YOUR ORDER NO.

REQUISITION NO.

TERMS

GOODS MUST NOT BE RETURNED FOR CREDIT WITHOUT PERMISSION

OLD J N Minchew, D/B as
to Marlow Grocery Company
RF D
Summerdale, Ala

TO

Sept 2 1953:

26	Sqrs Berkshire Green Blend Smooth		
	Thick Butt Shingles	6 40	166 40
40	Rolls 45# Smooth Roofing	1 83	73 20
62	Sheets 3/8 4 x 8 Sheetrock 19.84 Sqr'	53 00	105 15
25	Bx 12 x 24 Duplex Insulation 16 00 Sqr'	85 00	136 00
8	Only 2'8 x 6'8 x 1 3/8 2 Panel Doors	7 80	62 40
4	Only 2'0 x 6'8 ditto	7 35	29 40
1	Doz #EA602-048 1/2 Mortise Lock Sets	15 94	15 94
12	Pr #1241 DB 3 1/2 x 3 1/2 Butts	51	6 12
1	Only #D24EB Shower Stall	40 80	40 80
1	Only 1 1/2" C IDrainage P Trap	2 00	
	less 29-15%		1 21

636 62

Sept 3 rd 1953:

14	Sqrs Berkshire Green Blend Smooth		
	Thick Butt Shingles	6 40	89 60
			89 60

Sept 15 1953:

1	#S-320 20 x 18 White PC Lavatory complete		
	with 1 #631 CP Lavatory fitting with Pop up		
	waste 1 Pr #225-3/8" Angle Supplier with		
	stops, 1 1 1/4 C P F Trap		24 10
1	Peerless Close Cpld Closet of XN20		
	White Seat & Cover		27 75
			51 85

Sept 15 1953:

1	Only #P2227-5 Ft CI LH Tub complete		
	#B125 over rim filler		
	#217-1 1/2 Waste & Overflow with Chain		
	& Stopper		87 05

Sept 18 1953:

14	Sars White Smooth Thick Butt Shingles	7 60	106 40
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Sept 18 1953:

1	Only 3/8 Str Flex Closet Supply	90	90	90
12	Rolls 45# Smooth Roofing		2 01	24 12
25	Lbs 7/8" Galv Roofing Nails		18	4 50
1	#B127 PC Built In Shower		8 50	8 50
24	#LCN Galv Switch Boxes		22	5 28
12	#142 Duplex Receptacles	17 00	2 04	
12	#911-1 Duplex Recept Plates	10 00	1 20	
12	#51 Sgle Pole Toggle Switches	22 00	2 64	
10	#91071 Toggle Switch Plates	10 00	1 00	
2	#91072 Ditto	20 00	40	
1	#91073 Ditto	40 50	41	
			7 69	

less 35%

12	Only #54151W Galv Outlet Boxes	26 50	5 00
10	Only #1623 Keyless Recpet	28 00	3 18
12	Only #1619A1 PC ditto	50 00	1 00
		3 80	
	less 35%		3 47
250	Ft 14/2 Romex	38 80	9 70
1	#5010 Medicine Cabinet		6 25
1	#1795 Caulding Bathroom Fixtures	3 40	
	less 35%		2 21

(contd)

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Page #2

DATE Feb 24 1953

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J N Minchew, D/B as
Marlow Grocery Company
R F D
Summerdale Ala

(contd from p. #1) - Inv Sept 18 1953:

4 Rolls 15# Asphalt Felt

3 25 13 00

85 11

\$1,056.63

231.52

Less : Cash Payment Oct 21 1953:

Total \$825.11

702254

Received 13 day of May 1954

and on 28 day of May 1954

I served a copy of the within

on

By serving on John Minchew

TAYLOR WILKINS, Sheriff

By Colley S. Stearns

SUMMONS & COMPLAINT

McGowin-Lyons Hardware & Supply Co.

VS:

John Minchew

FILED

MAY 13 1954

AUG 1. DICK, CLERK

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

STATE OF ALABAMA

COUNTY OF MOBILE

Before me, the undersigned authority in and for aforesaid county and state, who as a notary public under my seal of office, which seal of office is hereto attached, personally appeared

C. M. Sturges known to me, who being duly sworn, upon his oath stated he is Sturges of MCGOWIN LYONS HARDWARE AND SUPPLY

COMPANY, a corporation organized and doing business under the laws of ALABAMA; that as such he makes this affidavit; that he is familiar with the books and business of MCGOWIN LYONS HARDWARE AND SUPPLY COMPANY, that the attached account against J. N. Minchew is

just and correct within the knowledge of this affiant; that he has authority to make this affidavit and that he has personal knowledge of the matters contained herein; that the items thereon stated and composing the said account were sold and delivered to the said J. N. Minchew at

the special instance and request of the debtor and that credit has been duly given for all payments and just and lawful offsets to which said account is entitled as thereon stated and that the balance thereof amounting to the sum of Eight Hundred and Twenty Five Dollars (\$ 825.11)

with interest from _____, 19 _____ is justly due and remains unpaid.

C. M. Sturges
Sworn to, subscribed, acknowledged, signed and sealed before me, as a notary public under my seal of office with my seal hereto affixed on this the 24 day of February 19 54

Philip C. Behm
A Notary Public in and for the

State of ALABAMA