

2651

LOCAL TRADEMARKS, INC.,
A Corporation

PLAINTIFF

VS.

POLEY BUTANE COMPANY, INC.
A Corporation

DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

C O M P L A I N T

Count I

The Plaintiff claims of the Defendant ONE HUNDRED SEVENTY-FIVE DOLLARS AND FIFTY CENTS (\$175.50) due from him by account on, to-wit, the fifteenth day of March 1954, which sum of money, with interest thereon, is still unpaid.

Count II

The Plaintiff claims of the Defendant ONE HUNDRED SEVENTY-FIVE DOLLARS AND FIFTY CENTS (\$175.50) damages for breach of agreement entered into by it on the twenty-first day of December 1953 as shown by copy of said agreement hereto attached and marked Exhibit I.

And the plaintiff says that, although it has complied with all its provisions on its part, the Defendant has failed to comply with the following provisions thereof, viz; the defendant has failed to make the monthly payments called for in said note.

Wherefor Plaintiff sues for the amount aforesaid with interest thereon.

RICKARBY & RICKARBY

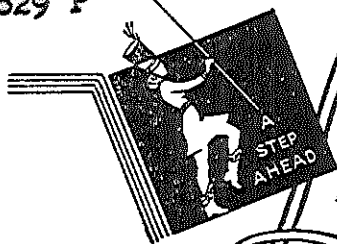

Attorney for the Plaintiff

Note: The account sued on is evidenced by an itemized and verified statement filed herewith:

RICKARBY & RICKARBY


Attorney for the Plaintiff

RECORDED



Local

TRADEMARKS, INC.

87 MADISON AVENUE, NEW YORK, N.Y.

Ship by Express F. O. B. New York, as soon as possible Fifty two (52) mats
size about 1 Col. and reading matter, both as you think best, from the copyrighted Bee Gee 50
Series, and ^I_{WE} hereby agree to pay you at New York, at the rate of Four 00 100 Dollars
per mat, total Two Hundred thirty Four 00 100 Dollars (\$ 234. 00 100), for ^{MY}_{OUR} right to use
the above mats and reading matter for One Year only from the first of the month following date of shipment in advertising the
Butane Gas business in newspapers of and other media of Foley-Fairhope-Bay Minett
State of Alabama only
TERMS OF PAYMENT Fifty Eight 50 100 Dollars (\$ 58 50 100) by check and
Seventeen 55 100 Dollars (\$ 17 55 100) on the first of each month, beginning March 1954
until the whole account has been paid. 5% discount on total \$234.00 if balance is pd. 30 days shipme

Fifteen days after failure to meet any of the payments due, the whole amount remaining unpaid becomes forthwith due and payable.

It is agreed that, providing there shall be no default by ^{ME}_{US} you will not hereafter give any one else any right to use the above mats and reading matter in newspapers of or other media of said place, during said period, nor thereafter until you have offered by mail to sell ^{ME}_{US} at the same rate and terms stated above, the right to use additional mats and reading matter of this copyrighted series for the ensuing year.

^I_{WE} understand that ^I_{WE} shall arrange for publication in newspapers and other media and pay the cost of same, and that Local Trademarks, Inc. assumes no responsibility for cost or rate of publication.

Neither party will be held responsible for any provisions or representations not embodied in writing herein, and this contract is not subject to cancellation.

This agreement is subject to your acceptance at New York.

Dated 12-21-53 19 53

Name Foley Butane Co., Inc.
By M. H. Krueger - Secy-Treas.

Address Foley, Alabama
Official Title

SUMMONS AND COMPLAINT

Moore Ptg. Co.

The State of Alabama,

Baldwin County.

Circuit Court, Baldwin County

No. 2651

July

TERM, 19 55

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon ~~POLEY BUTANE COMPANY, INC. A Corporation~~

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

~~POLEY BUTANE COMPANY, INC. A Corporation~~, Defendant

by

~~LOCAL TRADEMARKS, INC. A Corporation~~, Plaintiff

Witness my hand this 7th. day of July 19 55.

Alia J. Wink, Clerk

LAW OFFICES

RICKARBY & RICKARBY

FAIRHOPE, ALABAMA

E. G. RICKARBY, JR.

October 11, 1955

Mrs. Alice Duck
Clerk of Circuit Court
Bay Minette, Alabama

Dear Mrs. Duck:

In Re: Local Trademarks
vs
Foley Butane
Your File 2651

Please mark this case dismissed at the request of the Plaintiff.
I made a deposit for cost and there should be some breakage
there. Please send it back to me.

Yours very truly,

EGR/r1
c/c Cecil Chason

CECIL G. CHASON

ATTORNEY AT LAW

FOLEY, ALABAMA

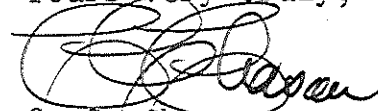
Aug. 12, 1955

Mrs. Alice J. Duck
Bay Minette, Ala

Dear Mrs. Duck: - 2651

Enclosed herewith is a demurrer in the case
of Local Trade Marks vx Foley Butane, a copy of
which has this day been sent to Elliott Rickarby,
Jr. by mail.

Yours very truly,



C. G. Chason

CGC:dc
Encl.

STATE OF NEW YORK)
County of New York) ss

Wm. P. Schweickert, Manager of Local Trademarks, Inc., a corporation duly organized, existing and doing business under and by virtue of the laws of the State of New York, being duly sworn, deposes and says that he has knowledge of the facts hereinafter set forth; that he makes this affidavit for and in behalf of

Local Trademarks, Inc. that **Foley Butane Co., Inc.**.....
is justly indebted to said Local Trademarks, Inc. in the sum of

~~...to Hundred Seventy-Five and 50/100~~ Dollars, over and above and after allowing all just credits, deductions and legal set-offs; that said amount is due and wholly unpaid, that the consideration therefore was the reservation of territory and the right to use copyrighted advertising material known as **BEE GEE** Series in territory provided in contract, copy of which is hereto annexed marked "Exhibit A"; that "Exhibit B" also hereunto annexed is a true and correct account taken from the books of original entry of said claimant, and that no part of said debt is for usurious interest.

SWorn to and subscribed before me, this

day of **June 23rd** 1955

JAMES A. FOLEY
Notary Public, State of New York
Qualified in Queens County
No. 41-5087200
Cert. filed in N. Y. County
Term Expires March 30, 1956

LAW OFFICES

ELLIOTT G. RICKARBY

RICKARBY & RICKARBY
FAIRHOPE, ALABAMA

E. G. RICKARBY, JR.

June 30, 1955

Mrs. Alice Duck

Clerk of Circuit Court
County Court House
Bay Minette, Alabama

In Re: Local Trademarks, Inc.
vs.

Foley Butane Company
Our File: 3092

Dear Mrs. Duck:

With this we are handing you Complaint, item-
ized and verified statement and deposit for
costs in the sum of \$15.00.

Please process and have served on the Foley
Butane Company, and advise when served.

Yours very truly,


E. G. Rickarby, Jr.

EGR/rl
Encl.

c/c Mr. Louis Fieldman
Attorney at Law
276 Fifth Avenue
New York, 1, New York

LOCAL TRADE MARKS, INC., a
Corporation

Plaintiff

vs

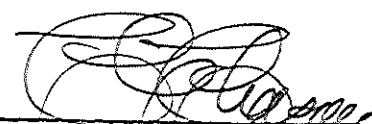
FOLEY BUTANE COMPANY, INC., a
Corporation

Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

Comes the Defendant in the above styled cause and demurrs to the Complaint heretofore filed, and as grounds for demurrer sets out deparately and severally, the following separate and several grounds:

1. That the Bill of Complaint does not state the cause of action.
2. That the Bill of Complaint recites that an "Itemized and verified statement of account is attached". Said statement of account is not attached to the copy served on said Defendant.
3. That Count Two of said Bill of Complaint is vague and uncertain.
4. That it cannot be ascertained from Count Two of said Complaint whether action is being brought under breach of contract, or failure to pay a note.


Attorney for Defendant