

LAW OFFICES  
E. G. RICKARBY  
BANK BUILDING  
FAIRHOPE, ALABAMA

May 16, 1956

2935

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

Dear Mrs. Duck:

Re: Universal C.I.T. Credit Corp.  
Vs: Robert B. Comalander  
Our File: 3577

With this we are handing you Complaint in the above styled  
cause, together with our check for \$20.00 deposit for costs.  
Please process and oblige.

Yours very truly,

*E. G. Rickaby*

EGR/ts  
Encl  
5-26-56  
P. S.

We are out of "Summons & Complaint" forms.  
Would appreciate your sending us some.

Thanks.

EGR/ts

Yours very truly,

*E. G. Rickaby*

LAW OFFICES  
E. G. RICKARBY  
BANK BUILDING  
FAIRHOPE, ALABAMA  
June 20, 1956

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

Dear Mrs. Duck:

Inre: Universal C. I. T.  
Vs: Robert B. Comalander  
Case No. 2935  
Our File: 3577

Please send the Summons and Complaint back to the sheriff's office as I have given him a new address where I think he can find this defendant.

Yours very truly,



EGR/ts  
6-30-56

UNIVERSAL C.I.T. CREDIT CORPORATION,

a Corporation

Plaintiff

-vs-

ROBERT B. COMALANDER,

Defendant

IN THE CIRCUIT COURT

OF

BALDWIN COUNTY, ALABAMA

AT LAW

COMPLAINT

COUNT ONE: The Plaintiff claims of the Defendant the sum of Five Hundred Eighty-five and 95/100 Dollars (\$585.95), damages for breach of an agreement entered into by him on to-wit, the 12th day of February, 1955, by which he promised to pay to Hull Dobbs Company the sum of Two Thousand Five Hundred Fifteen and 44/100 Dollars (\$2515.44) in 24 monthly installments of One Hundred Four and 81/100 Dollars (\$104.81) each, and that the Defendant breached said agreement by failing to pay Five Hundred Eighty-five and 95/100 Dollars (\$585.95) of said sum which contract has been assigned by Hull Dobbs Company to the Plaintiff; and as a part of the consideration thereof, the Defendant agreed to pay an attorneys fee for the collection thereof and the Plaintiff hereby claims the further sum of Eighty Seven and 89/100 Dollars (\$87.89) as such attorneys fee.

COUNT TWO: The Plaintiff claims of the Defendant the sum of Five Hundred Eighty-five and 95/100 Dollars (\$585.95) damages for breach of an agreement entered into by Defendant on to-wit, the 12th day of February, 1955, in substance as follows: Wherein Plaintiff agreed to pay Hull Dobbs Company the sum of Two Thousand Five Hundred Fifteen and 44/100 Dollars (\$2515.44) for: One 1954 Ford 2 ton truck, Model No. F 600, and the Plaintiff says that although Hull Dobbs Company has complied with all provisions on its part, the Defendant has failed to comply with the following provisions, vis:

The Defendant has failed to pay Two Thousand Ninety-six and 20/100 Dollars (\$2,096.20) of the purchase price of Two Thousand Five Hundred Fifteen and 44/100 Dollars (\$2515.44) and the Plaintiff further alleges that said contract was assigned to the Plaintiff by Hull Dobbs Company.

RICKARBY & RICKARBY

BY

  
E. G. RICKARBY,  
Attorney for Plaintiff

SUMMONS AND COMPLAINT

Moore Ptg. Co.

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 ROBERT B. COMALANDER

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 ROBERT B. COMA-

LANDER \_\_\_\_\_, Defendant.

by UNIVERSAL C. I. T. CREDIT CORPORATION

\_\_\_\_\_, Plaintiff.

Witness my hand this 19th day of May 1956

Res. J. Wisc. K. Clerk

No. 2935

Page \_\_\_\_\_

The State of Alabama

Baldwin County

CIRCUIT COURT

UNIVERSAL C.I.T. CREDIT CORP.

a Corporation

Plaintiffs

vs.

ROBERT B. COMALANDER

Defendants

Summons and Complaint

FILED

Filed

MAY 19 1956

19

ALICE J. DUKU, Clerk

Clerk

E. G. Rickerby, Jr.

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Fairhope, Alabama

Received In Office

may 19 1956

Sheriff

I have executed this summons

this 16 July 1956

by leaving a copy with

Robert Comalander

Returned 4 day of June 1956  
Not found in my county after diligent search and inquiry.

Taylor Wilkins, Sheriff

By Steadham Deputy Sheriff

Sheriff claims 20 miles at

Ten Cents per mile Total \$ 2.00

TAYLOR, WILKINS, Sheriff

BY Steadham DEPUTY SHERIFF

Taylor Wilkins Sheriff

Edleigh Steadham Deputy Sheriff

Fairhope, Ala.