

3012

THEATRE TIME CLOCK CO., INC., a
Pennsylvania corporation,

Plaintiff,

vs.

JOHN W. FINCH, individually and
doing business as GULF COAST
BLIND & AWNING CO.,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

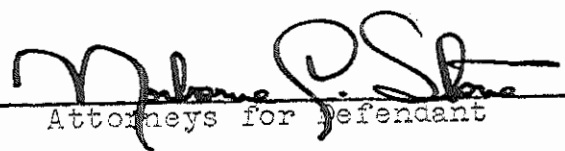
AT LAW

MOTION TO REQUIRE DEPOSIT OF SECURITY FOR COSTS

Comes now the Defendant in the above styled cause by
his attorneys, and moves this Honorable Court to require the Plain-
tiff, a foreign corporation, to deposit security for costs in said
cause.

CHASON & STONE

By:


Attorneys for Defendant

THEATRE TIME CLOCK CO., INC., a
Pennsylvania corporation,

Plaintiff,

vs.

JOHN W. FINCH, individually and
doing business as GULF COAST
BLIND & AWNING CO.,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

MOTION TO REQUIRE
DEPOSIT OF SECURITY
FOR COSTS

FILED

OCT 6 1956

ALICE J. DUCK, Clerk
LAW OFFICES

CHASON & STONE
BAY MINETTE, ALABAMA

SUMMONS

THE STATE OF ALABAMA,)
BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

You are hereby commanded to summon JOHN W. FINCH, individually and d/b/a GULF COAST BLIND & AWNING CO., 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 W. FINCH, individually and d/b/a GULF COAST BLIND & AWNING CO., by THEATRE TIME CLOCK CO., INC., a Pennsylvania corporation.

Witness my hand this the 23rd day of August, 1956.

Alice J. Duck
Clerk

* * * * *

COMPLAINT

THEATRE TIME CLOCK CO., INC., a)	
Pennsylvania corporation,)	
)	IN THE CIRCUIT COURT OF
PLAINTIFF)	
VS:)	BALDWIN COUNTY, ALABAMA
)	
JOHN W. FINCH, individually and)	AT LAW
d/b/a GULF COAST BLIND & AWNING CO.,)	
DEFENDANT.)	

COUNT I

The plaintiff claims of the defendant ONE HUNDRED EIGHTEEN & 00/100 DOLLARS (\$118.00), due from him by account on, to wit: the 14th day of August, 1956, which sum of money, with interest thereon, is still unpaid.

COUNT II

The plaintiff claims of the defendant ONE HUNDRED EIGHTEEN & 00/100 DOLLARS (\$118.00), due from him on account stated between the plaintiff and the defendant on, to wit: the 14th day of August, 1956, which sum of money, with interest thereon, is still unpaid.

COUNT III

The plaintiff claims of the defendant ONE HUNDRED EIGHTEEN & 00/100 DOLLARS (\$118.00), due from him for merchandise, goods and chattels sold by the plaintiff to the defendant on, to wit: the 14th day of August, 1956, which sum of money with interest thereon, is still unpaid.

There is attached to the original 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 14th day of August, 1956.

Amelia Oliver
Attorney for Plaintiff

The Defendant lives at
Loxley, Alabama.

AFFIDAVIT TO ACCOUNT
Mobile Adjustment Service, Mobile, Alabama BOOK

016 PAGE 275

COUNTY OF Washington

THE STATE OF Pennsylvania

Before me, Genevieve Simpson, a Notary public in and for said State and County, personally appeared Bernard L. Zearfoss who, being by me first duly sworn, on his oath deposes and says that he has knowledge of the correctness of the annexed account in favor or Theatre; Time Clock Company, Inc. and against Gulf Coast Blind & Awning Co. that said account is correct, due and unpaid, that there are no credits that should be given that have not been given; that there are no set-offs or counter-claims that should be allowed; that the sum of \$118.00 with interest is justly due and unpaid.

Sworn to and subscribed before me on this

14th day of August 19 56

As witness my hand and Notarial Seal

Genevieve Simpson

Notary Public
(Here affix Notarial Seal.)

Bernard L. Zearfoss
Client's Signature

MY COMMISSION EXPIRES
SEPTEMBER 9, 1958

THEATRE TIME CLOCK COMPANY, INC.

100 NORTH MAIN STREET
WASHINGTON, PENNSYLVANIA

SCREEN ADVERTISING CONTRACT

BOOK 016 PAGE 278

BETWEEN

THEATRE TIME CLOCK COMPANY, INC. (herein called the "COMPANY") and
Gulf Coast Blind & Amming Co. (herein called "SUBSCRIBER")

whose address is _____ City Lexley State Ala
_____ theatre

1. THE COMPANY agrees to display an intermission time clock film on the screen of the
Hule Shrine Bn

located at _____ STATE Ala
CITY Lexley
every night that said theatre is in operation for the term of one year during all regular intermissions
starting on or about Nov 21, 1954

2. Appearing on said intermission time clock film will be an advertisement consisting of copy
mutually agreed upon.

3. THE SUBSCRIBER agrees to pay the COMPANY the sum of \$ 354.00 for above
advertising rights payable as follows:

(A) One payment of \$ 29.50 due on Nov 21, 1954 and the balance of \$ 324.00
to be paid in 11 equal payments of \$ 29.50 per month.

(B) A discount of 12½% if entire amount is paid upon signing of this contract. Receipt of first billing

4. In the event of the closing of the theatre due to weather or other conditions, the unexpired
portion of this contract will resume upon the opening of the theatre.

5. This contract is to be binding on the successors and assigns of both parties. No verbal
statements additional to or modifying the conditions hereof are to be valid.

6. This contract, if in full force and effect at the end of the term, shall be deemed to be and
shall be automatically renewed from year to year thereafter upon all the terms and conditions hereof,
unless either party shall give to the other not less than sixty (60) days prior written notice by registered
mail of his or its intention to terminate the same at the end of the then current term.

IN WITNESS WHEREOF SUBSCRIBER, below named, operating the business in the location above
named, has executed this contract on the date below indicated.

DATE Oct 21, 1954

THEATRE TIME CLOCK CO., INC.

By Joseph Hogan

SUBSCRIBER Gulf Coast Blind & Amming Co.
An individual — A Partnership — A Corporation
(Strike out two)

By John W. Finch, Jr.
General Manager — Office
(Strike out two)

NON-CANCELLABLE

John W. Finch

and on 6 Sept 1956
on John W. Finch

By service on _____

TAYLOR WILKINS, Sheriff
By Edlingh Stedman D. S.

Foley, Ala.

Sheriff claims 40 miles at
Ten Cents per mile Total \$ 4.00
TAYLOR WILKINS, Sheriff
BY _____
DEPUTY SHERIFF

SUMMONS & COMPLAINT

THEATRE TIME CLOCK CO., INC., a
Pennsylvania corporation,

PLAINTIFF

VS:

JOHN W. FINCH, individually and
d/b/a GULF COAST BLIND & AWNING CO.

DEFENDANT

FILED
AUG. 23 1956
ALICE J. DUCK, Clerk

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

THEATRE TIME CLOCK CO., INC., a
Pennsylvania corporation,

Plaintiff,

vs.

JOHN W. FINCH, individually and
doing business as GULF COAST
BLIND & AWNING CO.,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW -3012

PLEA

Comes now the Defendant in the above styled cause and
for answer to the Complaint heretofore filed against him and to each
count thereof, separately and severally, pleads as follows:

1. The allegations of the Complaint are untrue.

John W. Finch

John W. Finch, individually and
doing business as Gulf Coast Blind
& Awning Co.

STATE OF ALABAMA

BALDWIN COUNTY

Before me, A. C. ALLEGRI JR., a Notary

Public, in and for said County in said State personally appeared John
W. Finch who is known to me and who, after being by me first duly and
legally sworn, did depose and say under oath as follows:

That he is the Defendant in the above styled cause and
he signed the foregoing plea and that the same is true and correct.

John W. Finch
John W. Finch

Sworn to and subscribed before

me on this the 6 day of
October, 1956.

A. C. Allegri Jr.
Notary Public, Baldwin County, Ala.

Notary Public, State of Alabama at Large
My commission expires June 27, 1960.
Bonded by Employers Liability Assurance
Corporation

FILED
OCT 17 1956

Alice J. Duck, Clerk

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Plaintiff,

vs.

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AT LAW

PLEA

LAW OFFICES

CHASON & STONE

BAY MINETTE, ALABAMA