

E. G. RICKARBY

BANK BUILDING

FAIRHOPE, ALABAMA

May 2, 1958

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

3534

Dear Mrs. Duck:

Inre: The Tire Mart, Inc.
Vs: Hinote Sand Supply
Our File: 4398

With this we are handing you Summons and Complaint together with itemized and verified statement of account, along with check for costs, in the above mentioned case.

Please process and oblige.

Yours very truly,



ts
encl.
cc: (dup) Dun & Bradstreet, Inc.

THE TIRE MART, INC.,
A Corporation,

PLAINTIFF,

-VS-

ROBERT HINOTE, Individually,
and doing business as
HINOTE SAND SUPPLY,

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 AND SIXTY-SIX DOLLARS AND EIGHTY-FOUR CENTS (\$166.84) due from him by account on, to-wit, the 10th day of January, 1957; which sum of money with interest thereon is still unpaid.



E. G. RICKARBY,
Attorney for Plaintiff.

NOTE: The account sued on is evidenced by an itemized and verified statement of account filed herewith.



E. G. RICKARBY,
Attorney for Plaintiff.

COUNTY OF DUVAL

8G-189 (13743)

STATE OF FLORIDA

Be it remembered, that on this 4th day of FEBRUARY A. D., 1958, personally appeared before me, the undersigned authority, JOHN G. MAHON known to me who being duly sworn, upon his oath stated that he is CREDIT MANAGER of THE TIRE MART INC.

{ a corporation organized and doing business under the laws of the State of NEW YORK and has been duly authorized by said corporation to make this affidavit { a partnership composed of

a sole trader doing business as and that as such he makes this affidavit; that he is familiar with the books and business of said THE TIRE MART INC.; that the attached account against HINOTE SAND SUPPLY of ROBERTSDALE, ALABAMA is just and correct, within the knowledge of this affiant, that the items thereon stated and composing the said account were sold and delivered to said HINOTE SAND SUPPLY

at { its their his } special instance and request, 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 ONE HUNDRED SIXTY SIX & 84/100 Dollars (\$ 166.84) with interest from 19 is justly due and remains unpaid.

John G. Mahon

X

I hereby certify under my official seal that I am authorized as a Notary Public to administer oaths under the laws of the State of FLORIDA and that the foregoing was subscribed and sworn to before me on the day and year first above stated.

Notary Public

County of DUVAL State of FLORIDA

My commission expires Notary Public, State of Florida at large A. D. 19

My Commission Expires April 23, 1958. Bonded By American Fire & Casualty Co.

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 HINOTE, Individually and
doing business as HINOTE SAND SUPPLY,

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
HINOTE, Ind. and d/b/a HINOTE SAND SUPPLY Defendant.

by THE TIRE MART, INC., a Corporation,

Plaintiff.

Witness my hand this 6 day of May 1958

Executed 5-10-58

Alice J. Smith, Clerk

E. G. RICKARBY

392 FAIRHOPE AVENUE
FAIRHOPE, ALABAMA

August 17, 1959

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

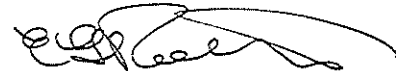
Dear Mrs. Duck:

Re: The Tire Mart
Vs: Hinote Sand Supply
Case #3534
Our File: 4398

You have a judgment against defendant for unpaid costs of court, copy of which we would appreciate your sending down to us.

Thanks.

Yours very truly,



EGR/ts