

MAGNA, INC., a corporation,

Plaintiff,

-vs-

MACON DRUG COMPANY,

Defendant.

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IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

NO.

4619

Plaintiff claims of Defendant \$238.68 due from them by account on the to-wit: 31st day of December, 1959, which sum of money with the interest thereon is still unpaid.

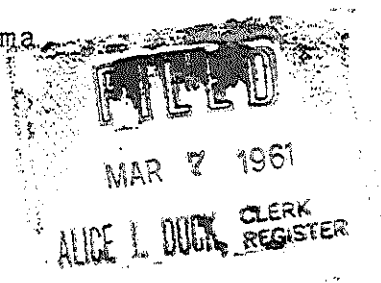
An itemized, verified statement of account is attached hereto and made a part hereof.

MAYER W. PERLOFF

Mayer W. Perloff
Attorney for Plaintiff

Defendant may be served:

Robertsdale, Alabama



SUMMONS AND COMPLAINT

Moore Printing 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 _____

Macon Drug Company

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 _____

Macon Drug Company

_____, Defendant_____

by **Magna, Inc A Corp.**

_____, Plaintiff_____

Witness my hand this 7th day of March 1961

Ex. 3-8-61

Wm. J. Smith, Clerk

No. 4619

Page _____

THE STATE OF ALABAMA
BALDWIN COUNTY**CIRCUIT COURT**

MAGNA, INC, a corp

Plaintiffs

vs.

MACON DRUG STORE

Defendants

SUMMONS and COMPLAINTFiled 3-7-61, 19 _____Alice J. Duck, Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at _____

RECEIVED IN OFFICE

3/7, 1961

_____, Sheriff

I have executed this summons

this 3-8, 1961
by leaving a copy withW. C. Macon
Macon Drug StoreSheriff claims 50 miles at _____Ten Cents per mile Total \$ 5.00

TAYLOR WILKINS, Sheriff

BY Edleigh Stoddard
DEPUTY SHERIFFTaylor Wilkins SheriffEdleigh Stoddard Deputy SheriffRebelsdale, Ala

MAGNA, INC., A corporation, X
Plaintiff X IN THE CIRCUIT COURT OF
vs. X BALDWIN COUNTY, ALABAMA
MACON DRUG COMPANY, X
Defendant. X CASE NO. 4619

Comes now William C. Macon upon whom service was had in
this action and he files this his plea and abatement and for
grounds therefore says:

1.

That the Complaint fails to allege whether Macon Drug
Company is a Drug Company, individual or Corporation.

WILTERS & BRANTLEY

BY: *Henry Wilton*
Attorneys for Defendant

FILED
APR 10 1961
ALICE J. DUCK, Clerk

4619

MAGNA, INC., a corporation,

Plaintiff

vs.

MACON DRUG COMPANY,

Defendant.

PLEA AND ABATEMENT

FILED

APR 10 1961

ALICE J. DUCK, Clerk

MAYER W. PERLOFF
ATTORNEY AT LAW
SUITE 605 VAN ANTWERP BUILDING
MOBILE 12, ALABAMA
—
HEMLOCK 3-5412

March 3, 1961

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

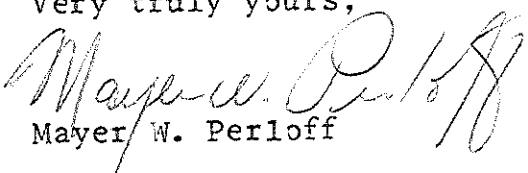
Re: Magna, Inc. vs. MACON DRUG COMPANY

Dear Mrs. Duck:

Please file the enclosed suit in your court and advise
me when service is had on the Defendant.

Thank you for your attention in this matter.

Very truly yours,


Mayer W. Perloff

MWP:rms

Enc/

STATE OF ILLINOIS

COUNTY OF

Be it remembered, that on this 6 day of December
A.D., 1960, personally appeared before me, the undersigned
authority, George D. Thompson, known to me
who being duly sworn, upon his oath stated that he is Vice Pres.
_____ of MAGNA, INC., a corporation organized and doing business
under the laws of the State of Illinois and has been duly
authorized by said corporation to make this affidavit and that
as such he makes this affidavit; that he is familiar with the
books and business of said MAGNA, INC.; that the attached account
against said MACON DRUG COMPANY of Robertsdale, Alabama is just
and correct, within the knowledge of this affiant, that the items
thereon stated and composing said account were sold and delivered
to said MACON DRUG COMPANY at their special instance an 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 TWO HUNDRED
THIRTY EIGHT AND 68/100 (\$238.68) DOLLARS with interest from
_____, 19____. is justly due and remains unpaid.

Geo. D. Thompson

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 Illinois
and that the foregoing was subscribed and sworn
to before me on the day and year first above stated.

Roseclare M. Lynn

NOTARY PUBLIC
County of DeWitt State of Illinois, My commission expires 4/18/62



Magna Inc.

Macon Drug
Roberts & Co., Ala.

[illegible]

Magna Inc.

511 PINE ST., BENSENVILLE, ILLINOIS • TELEPHONE POter 6-1700

Drug Specialties

SOLD TO Macon Drug
Robertsdale, AlabamaINVOICE N^o 5327PLP
DATE 10-16-59

ORDER NO.

ROUTING motor freight

TERMS: 2-10 net 30

SHIPPED TO

Reg # ~~5324~~ 4704

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1 dz	V-703 Therapeutic Vit Cap with min		35.40
3 dz	P-101 Biozets	4.20	12.60
3 dz	KT-301 Cold Combo	5.40	16.20
1 dz	K-305 Supr Kohl Kaps		7.80
2 dz	K-303 Sedative Capsule	6.00	12.00
3 dz	L-501 Bio Mist nasal spray	4.44	13.32
2 dz	SY-402N Adult cough medicine	6.00	12.00
2 dz	SY-403 Infants & Childrens cough medicine	5.40	10.80
1 dz	L-502 Fever medicine		6.00
3 dz	L-503 Ear Drops	4.80	14.40
2 dz	Magna mist 1 oz	5.04	10.08
2 dz	Magna mist 2 oz	9.00	18.00

\$ 168.60

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SALESMAN

Claims for damaged or broken merchandise must be made within 10 days of receipt of goods otherwise not honored. No credit Memorandum or Return Merchandise valid unless authorized by our Home Office. No agreements valid whatsoever, unless so noted on this invoice.

Magna Inc.

511 PINE ST., BENSENVILLE, ILLINOIS • TELEPHONE PORTER 6-1700

Drug Specialties

SOLD TO Macon Drug Store
Robertsdale, Alabama

INVOICE N^o 5651

PLG
DATE 12-31-59

SHIPPED TO

ORDER NO.

parcel post 12-30-59
ROUTING

TERMS: 2-10 net 30

#4704

QUANTITY

DESCRIPTION

PRICE

AMOUNT

1	dz	V-703	Therapeutic Vitamin Capsule with minerals		35.40
1	dz	KT-301	Cold Combo		5.40
1	dz	K-305	Super Kohl Kaps		7.80
2	dz	L-501	Bio Mist - Nasal Spray	5.04	10.08
1	dz	L-509	Worm Medicine		11.40
					<u>70.08</u>
					\$ 70.08

55

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