

5529

STATE OF ALABAMA  
COUNTY OF BALDWIN

CIRCUIT COURT

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon C. H. Matthews, individually and d/b/a C. H. Matthews Furniture Company to appear within thirty days from service of this process, in the Circuit Court of Baldwin County, Alabama, at the place of holding of same, then and there to answer the complaint of Murphy Furniture Mfg. Co., Inc.

WITNESS: Alice J. Duck, Clerk of said Court, this 1st day of April, 1963.

ATTEST: Alice J. Duck  
Clerk

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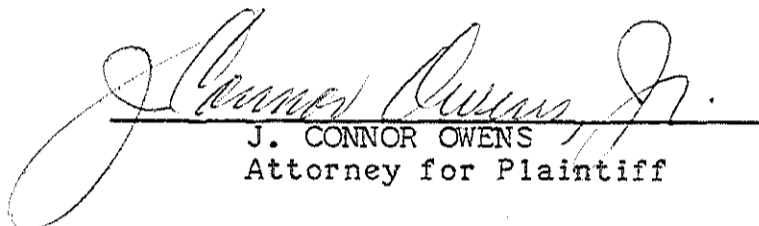
Received the 1st day of April, 1963, and on the 4 day of April, 1963, I served a copy of the within Complaint and Summons on C. H. Matthews, individually and d/b/a C. H. Matthews Furniture Company by service on \_\_\_\_\_.

TAYLOR WILKINS, SHERIFF

BY \_\_\_\_\_ D.S.

MURPHY FURNITURE MFG. CO., INC. )	IN THE CIRCUIT COURT OF
a corporation, )	BALDWIN COUNTY, ALABAMA
Plaintiff, )	
vs. )	
C. H. MATTHEWS, individually, )	NO.
and d/b/a C. H. MATTHEWS )	
FURNITURE COMPANY, )	
Defendant. )	

Plaintiff claims of Defendant \$374.75 due from him by account on, to-wit, June 10, 1962, which sum of money, with the interest thereon, is still due and unpaid. An itemized statement of the account verified by the affidavit of a competent witness, is filed with the original summons and complaint in this cause.

  
 J. CONNOR OWENS  
 Attorney for Plaintiff

Defendant may be served at:  
 Bay Minette, Alabama

STATE OF Alabama  
 City of Jasper  
 COUNTY OF Walker

SS:

ON THE 21st day of March 19 63, before me, personally appeared  
Sam R. Murphy who being duly sworn or affirmed,

according to law, doth depose and say,

a. Use when one person owns the business.

(a) He is an individual trading as \_\_\_\_\_

b. Use when Concern is a partnership.

(b) That he and \_\_\_\_\_

are partners trading as \_\_\_\_\_

c. Use when Concern is a corporation.

(c) That he is an agent for Murphy Furniture Mfg. Co., Inc.

\_\_\_\_\_, a corporation incorporated under the laws of the State of Alabama  
 that the annexed account against Mathews Furniture Co. of Bay Minette, Alabama  
 is, and is known by him to be correctly copied from the books of original entry of Murphy Furniture Mfg. Co., Inc.

\_\_\_\_\_, that the charges were made in said books  
 at or about the time of their respective dates; that the goods for which said charges were made were sold and delivered as charged  
 at the special instance and request of the debtor; that the charges are correct, and the account just and true as stated; or if an  
 instrument of writing, the original thereof is hereto attached and made a part hereof, and deponent declares it to be his belief that  
 the signature thereto is genuine, that there is now due and owing thereon the sum of Three Hundred Seventy-  
Four and Seventy-Five <sup>100</sup> Dollars, with interest thereon from 10th day of June, 1962  
 at the rate of 6%, that no part of said sum has ever been paid or in any manner settled, and that there are no  
 deductions or offsets of any kind, except such as are therein specified and credited.

Given under my hand and official seal and subscribed  
 and sworn to before me this 21 day of

March, 1963

Marie Rutledge  
 Notary Public.

My commission expires 1-10-65

Sam R. Murphy



# MURPHY FURNITURE MFG. CO., INC.

1003 West 15th St.

P. O. Box 1865

INVOICE NO

JASPER, ALABAMA

156

Phone 4-6723

Matthew's Furn. Co.

Bay Minette, Ala.

(SHIP TO SAME AS SOLD TO  
UNLESS OTHERWISE SHOWN)

Sample

MURPHY FURN. MFG. CO. TRUCK				SHIPPING DATE		DATE OF VEHICLE	
MAY 20, 1962				MAY 20, 1962		MAY 20, 1962	
MURPHY'S ORDER NO				F.O.B.		TERMS	
10/62 MAC0233				Factory		McKenney	
QTY	ITEM NO.	DESCRIPTION	WEIGHT	UNIT PRICE	EXTENSION		
2	110	Cedar Robe		21.50	43.00		
2	310	Cedar Robe		32.95	65.90		
6	418	Cedar Chest		21.45	128.70		
2	419	Cedar Chest		19.45	38.90		
2	412	Cedar Chest		12.45	24.90	6301.40	
					Less Quantity	9.00	
						292.40	
					Plus Delivery	18.00	6310.40
TOTAL							
IF PAID BY				MAY 24		DEDUCT \$ 5.85	
						DISCOUNT	

## 002

... 4-6723

SHIP TO SAME AS SOLD TO  
UNLESS OTHERWISE SHOWN

50000

CUSTOMER'S ORDER NO.		SHIPPING DATE		CAP OR VEHICLE INITIALS		NO.	
FACTORY		SHIP VIA		SALESMAN		TERMS	
7/62	MA04093	Factory	RAIL	McLennan	2 1/2	15	net 30
QUANTITY	STOCK NO.	DESCRIPTION	WEIGHT	UNIT PRICE	EXTENSION		
3	#18 Cedar Chest			21.45	64.35		
IF PAID BY		DEDUCT \$		ACCOUNT			

id on \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
served a copy of the within \_\_\_\_\_  
n \_\_\_\_\_  
by service on \_\_\_\_\_  
TAYLOR WILKINS, Sheriff  
By \_\_\_\_\_ D. S.

Received 2 day of April 1963  
nd on 13 day of April 1963  
served a copy of the within \$ & C  
in C. H. Matthews

by service on \_\_\_\_\_  
TAYLOR WILKINS, Sheriff  
By W. A. Zolner D. S.  
am

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW NO. 5529.

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MURPHY FURNITURE MFG. CO., INC.  
a corporation,

PLAINTIFF,

vs.

C.H. MATTHEWS, individually,  
and d/b/a C.H. MATTHEWS  
FURNITURE COMPANY,

DEFENDANT.

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SUMMONS & COMPLAINT

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J. CONNOR OWENS, JR.

ATTORNEY AT LAW

Dahlberg Building

BAY MINETTE, ALABAMA