

KELLEY & ABIDE CO., a
partnership composed of
W. A. KELLEY, E. R. ABIDE,
A. J. ABIDE and Estate of
R. ABIDE,

Plaintiff,

-VS-

E. A. BOWEN, individually
and doing business as
BARWELL GROCERY,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW.

710.5533

COMPLAINT

Count I.

The Plaintiff claims of the Defendant TWO HUNDRED
THREE AND 88/100 (\$203.88) DOLLARS DUE from him by account
on, to-wit, the 8th day of October, 1961; which sum of money
with the interest thereon is still unpaid. The account sued
on is evidenced by an itemized and verified statement of account,
filed herewith.

Count II.

The Plaintiff claims of the Defendant TWO HUNDRED
THREE AND 88/100 (\$203.88) DOLLARS due from him by account
stated between the Plaintiff and the Defendant on, to-wit, the
1st day of November, 1961; which sum of money, with the interest
thereon, is still unpaid.

Count III.

The Plaintiff claims of the Defendant the sum of TWO
HUNDRED THREE AND 88/100 (\$203.88) DOLLARS due from him for
merchandise, wares and goods sold by the Plaintiff to the Defen-
dant on, to-wit, the 8th day of October, 1961; which sum of
money, with the interest thereon, is still unpaid.

E. G. ALKABSI, Attorney for
Plaintiff.

Defendant's address
is Barwell, Alabama.

COUNTY OF Orleans

8G-188 (13743)

STATE OF Louisiana

Be it remembered, that on this 27th day of March
A. D., 1963, personally appeared before me, the undersigned authority,

A. J. Abide known to me
who being duly sworn, upon his oath stated that he is a Partner in the firm
of Kelley & Abide Co.

{ a corporation organized and doing business under the laws of the State of
{ and has been duly authorized by said corporation to make this affidavit
{ a partnership composed of W. A. Kelley, E. R. Abide, A. J. Abide and Estate of
R. Abide

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 Kelley & Abide Co.

R. A. Bowen of Point Clear, Alabama
is just and correct, within the knowledge of this affiant, that the items thereon stated and com-
posing the said account were sold and delivered to said R. A. Bowen

at { ~~the~~ } special instance and request, that credit has been duly given for all payments and
his
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 Sixteen and 11/100 (203.88 plus int.) Dollars
(\$ 216.11) with interest from October 8, 1961 1961 is justly due and
remains unpaid.

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

John D. Salvaggio
Notary Public

Orleans County of Louisiana State of
My commission expires 1964 A. D. 19

KELLEY & ABIDE COMPANY
WHOLESALE DRY GOODS

222 CHARTRES STREET

Barnell Grocery
18. A. Brown, Proprietor
Box 371

Point Clear, Ala.

[illegible]

Copy
KELLEY & ABIDE Co.

Importers and Exporters
WHOLESALE DRY GOODS

READY TO WEAR

220-222 CHARTRES STREET

NEW ORLEANS 16, LA.

October 8, 1961

Sold to *Barnwell Grocery (R.A. Bomen)*

Box 371

Point Clear, Alabama

Terms

2/10 EOM

Shipped by

Buff Coat Express (on 2)

NO.	DOZ.	PIECE		PRICE	S	C	TOTAL
111	1		<i>socks</i>	6 00	6	00	
876	1		-	2 25	2	25	
870	1		-	2 25	2	25	
R.B.	1		<i>gloves - short</i>	16 50	16	50	
160	1		-	14 50	14	50	
060	1 1/2		<i>men shirts</i>	16 50	24	75	
314	1		<i>men khaki shirts</i>	27 00	27	00	
	1 3/4		<i>- - pants</i>	31 50	31	50	
88	1 1/2		<i>breast shirts</i>	11 75	17	63	
195	1 1/2		- -	16 50	24	75	
071	1		<i>caps</i>	8 50	8	50	
305	1		-	16 50	16	50	
014	1		-	9 00	9	00	
mdle	1		<i>men stretch socks</i>	2 75	2	75	
							<i>203 88</i>

No claims allowed after three days from receipt of goods. We are not responsible for non-delivery or for loss or damage to goods in transportation. Goods returned without special agreement not accepted.

LAW OFFICES
E. G. RICKARBY
392 FAIRHOPE AVENUE
FAIRHOPE, ALABAMA

P. O. BOX 71

April 2, 1963

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

Dear Mrs. Duck:

With this we are sending you the complaint in the case of KELLEY & ABIDE CO. vs. BARNWELL GROCERY, together with check for court costs in the sum of \$25.00.

Please process, have the sheriff serve papers on defendant, and oblige.


Yours very truly,



ts
encl.
4/15/63
cc: Dun & Bradstreet, Inc.

P. S. Mrs. Duck: Would you be so kind as to make out a couple of summons for me. We have ^{out} completely run/of these and would appreciate your sending some down to us. Thanks so much!

Yours very truly,



ts

No checks paid

LAW OFFICES
E. G. RICKARBY
392 FAIRHOPE AVENUE
FAIRHOPE, ALABAMA

July 29, 1963

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

Dear Mrs. Duck:

Inre: Kelly & bide Co.
Vs: R. A. Bowen, d/b/a Barnwell Grocery
Case No. 5533
Our File: 62-136

Please take this into Judge Hall for a judgment
by default for \$203.88 principal, making \$225.28,
and have the certificate of judgment recorded for
me, and oblige.

Yours very truly,



EGR/ts
8/15/63
cc: (dup) Dun & Bradstreet, Inc.

KELLEY & ABIDE CO., a
partnership composed of
W. A. KELLEY, E. R. ABIDE,
A. J. ABIDE and Estate of
R. ABIDE,

Plaintiff,

-VS-

R. A. BOWEN, individually
and doing business as
BARNWELL GROCERY,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW.

5533

C O M P L A I N T

Count I.


The Plaintiff claims of the Defendant TWO HUNDRED THREE AND 88/100 (\$203.88) DOLLARS DUE from him by account on, to-wit, the 8th day of October, 1961; which sum of money with the interest thereon is still unpaid. The account sued on is evidenced by an itemized and verified statement of account, filed herewith.

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Count III.

The Plaintiff claims of the Defendant the sum of TWO HUNDRED THREE AND 88/100 (\$203.88) DOLLARS due from him for merchandise, wares and goods sold by the Plaintiff to the Defendant on, to-wit, the 8th day of October, 1961; which sum of money, with the interest thereon, is still unpaid.


E. G. RICKARBY, Attorney for
Plaintiff.

COUNTY OF Orleans

SC-188 (13743)

STATE OF Louisiana

Be it remembered, that on this 27th day of March
A. D., 1963, personally appeared before me, the undersigned authority,
A. J. Abide known to me
who being duly sworn, upon his oath stated that he is a Partner in the firm
of Kelley & Abide Co.
{ a corporation organized and doing business under the laws of the State of
{ and has been duly authorized by said corporation to make this affidavit
{ a partnership composed of W. A. Kelley, E. R. Abide, A. J. Abide and Estate of
R. Abide
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 Kelley & Abide Co.; that the attached account against
R. A. Bowen of Point Clear, Alabama
is just and correct, within the knowledge of this affiant, that the items thereon stated and com-
posing the said account were sold and delivered to said R. A. Bowen
at { ~~his~~ } special instance and request, that credit has been duly given for all payments and
his
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 Sixteen and 11/100 (203.88 plus int.) Dollars
(\$ 216.11) with interest from October 8, 1961 1961 is justly due and
remains unpaid.

A. J. Abide 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 Louisiana
and that the foregoing was subscribed and sworn to before me on the day and year
first above stated.

A. J. Abide
Notary Public

Orleans County of Louisiana State of Louisiana
My commission expires LIFE A. D. 19

PHONES 1 JA. 5-9480
9322
524-

Copy
KELLEY & ABIDE Co.

Importers and Exporters
WHOLESALE DRY GOODS
READY TO WEAR
220-222 CHARTRES STREET

NEW ORLEANS 16, LA.

October 8, 1961

Sold to *Barnwell Grocery (R.A. Boren)*
Box 371
Point Clear, Alabama

Terms *2/10 EOM*

Shipped by *Gulf Coast Express (on 2)*

NO.	DOZ.	PIECE		PRICE	\$	C	TOTAL
11	1		<i>Socks</i>	6 00	6	00	
76	1		-	2 25	2	25	
870	1		-	2 25	2	25	
R.B.	1		<i>Gloves - short</i>	16 50	16	50	
160	1		-	14 50	14	50	
060	1 1/2		<i>men shirts</i>	16 50	24	75	
314	1		<i>men khaki shirts</i>	27 00	27	00	
	1		<i>- - pants</i>	31 50	31	50	
88	1 1/2		<i>Sweat shirts</i>	11 75	17	63	
195	1 1/2		-	16 50	24	75	
4071	1		<i>Capes</i>	8 50	8	50	
4305	1		-	16 50	16	50	
4014	1		-	9 00	9	00	
Bundle	1		<i>men stretch socks</i>	2 75	2	75	
							<i>203 88</i>

No claims allowed after three days from receipt of goods. We are not responsible for non-delivery or for loss or damage to goods in transportation. Goods returned without special agreement not accepted.

SUMMONS AND COMPLAINT

Baldwin Times

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 R. A. Bowen, Individually and d/b/a

Barnwell Grocery

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 R. A. Bowen Individually
and d/b/a Bowen Grocery, Defendant.

by Kelly & Abide Company., a partnership composed of W. A. Kelly , E. R. Abide
A. J. Abide and Estate of R. Abide, Plaintiff.

Witness my hand this 8 day of April 19 63

Ed 6-25-63 Alice J. Luck Clerk

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

KELLY & ABIDE COMPANY

vs.

Plaintiffs

R. A. BOWEN

306 Murphy

Defendants

SUMMONS and COMPLAINT

Filed 4-8-, 19 63

Alice J. Duck

, Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED IN OFFICE

April 8, 1963

, Sheriff

I have executed this summons

this

25th day of June, 1963

by leaving a copy with

R. H. Bowen

Sheriff claims 70 miles
Ten Cents per mile Total \$ 7.00
TAYLOR WILKINS, Sheriff

BY

Seibert
DEPUTY SHERIFF

Sheriff

Deputy Sheriff