

STATE OF ALABAMA )  
BALDWIN COUNTY ) . . . IN THE CIRCUIT COURT . . . LAW SIDE

TO ANYSHERIFF OF THE STATE OF ALABAMA: \_

You are hereby commanded to summon EDGAR WEST, also known as EDGAR L. WEST, and MRS EDGAR WEST to appear within thirty (30) days from the service of this writ in the Circuit Court to be held for said County at the place of holding same, then and there to answer the complaint of BALDWIN FURNITURE COMPANY, A Co-Partnership.

WITNESS my hand this the 27 day of January, 1964.

*Amey J. Duke*  
CLERK

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BALDWIN FURNITURE COMPANY,  
a Co-Partnership,

Plaintiff

VS

EDGAR WEST, also known as  
EDGAR L. WEST, and  
MRS EDGAR WEST,

Defendants

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
LAW SIDE

5903

COUNT 1

The Plaintiff claims of the Defendants THREE HUNDRED SEVENTY-ONE and NO/100 DOLLARS (\$371.00) due by Conditional Sales Contracts made by them on, to-wit:- June 27, 1958, September 8, 1958, September 30, 1958, December 11, 1958, January 25, 1961, January 27, 1961, April 2, 1961 and April 4, 1961, all of which were due in installments, and all of which are past due and in default, and which sum of money, with the interest thereon is still due and unpaid.

The Plaintiff avers that in and by the terms of said Conditional Sales Contracts, the Defendants agreed to pay the cost of collection, including an attorney's fee of 15%, and the Plaintiff further claims of the Defendants this said amount

as attorney's fee.

COUNT 2.

The Plaintiff claims of the Defendant, Edgar West, Three Hundred Two and 49/100 Dollars (\$302.49) by Conditional Sales Contracts made by him on, to-wit, June 27, 1958, September 8, 1958, September 30, 1958, December 11, 1958, and January 27, 1961, all of which were due in installments, and all of which are past due and in default, and which sum of money, with the interest thereon is still due and unpaid.

The Plaintiff avers that in and by the terms of said Conditional Sales Contracts, the Defendant agreed to pay the cost of collection, including an attorney's fee of 15%, and the Plaintiff further claims of the Defendant this said amount as attorney's fee.

COUNT 3.

The Plaintiff claims of the Defendant, Mrs. Edgar West, Three Hundred Seventy-one and NO/100 Dollars (\$371.00) by Conditional Sales Contracts made by her on, to-wit, January 25, 1961, April 2, 1961 and April 4, 1961, all of which were due in installments, and all of which are past due and in default, and whihh sum of money, with the interest thereon is still due and unpaid.

The Plaintiff avers that in and by the terms of the said Conditional Sales Contracts, the Defendant agreed to pay the cost of collection, including an attorney's fee of 15%, and the Plaintiff further claims of the Defendant this said amount as attorney's fee.

COUNT 4.

The Plaintiff claims of the Defendants Three Hundred Seventy-one and NO/100 Dollars (\$371.00) due from them by account on the 6th day of July, 1963, which sum of money with the interest thereon is still unpaid.

Defendants are employees of  
Hale Manufacturing Co., Foley, Ala.,  
and reside in Gulf Shores, Alabama

  
Attorney for Plaintiff

FILED  
JAN 24 1964  
J. L. DICK, CLERK  
REGISTER

C. G. C.

64-1-30-64

77.5903

SUMMONS AND COMPLAINT

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BALDWIN FURNITURE COMPANY,  
a Co-Partnership,

Plaintiff

VS

EDGAR WEST, also known as  
EDGAR L. WEST, and  
MRS. EDGAR WEST,

Defendants

\*\*\*\*\*

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

LAW SIDE

\*\*\*\*\*

FILED

JAN 24 1964

AUCE L. DUCK, CLERK  
REGISTER

CECIL G. CHASON  
ATTORNEY AT LAW  
FOLEY, ALABAMA

Given 27 day of Jan 1964  
on 30 day of Jan 1964  
received a copy of the within A+C  
Edgar West &  
Mrs. Edgar West  
service on \_\_\_\_\_

TAYLOR WILKINS, Sheriff

Robert. Owens D. S.

Carl Shaver

Sheriff claims 200 miles at

Ten Cents per mile Total \$ 20.00

TAYLOR WILKINS, Sheriff

BY Chas. W. S.  
DEPUTY SHERIFF

CECIL G. CHASON  
ATTORNEY-AT-LAW  
FOLEY, ALABAMA

January 25, 1964

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

Dear Mrs. Duck:

I am enclosing Summons and Complaint in the case of Baldwin Furniture Company vs Edgar West and Mrs. Edgar West. Please deliver to the Sheriff for service.

Yours very truly,



C. G. Chason



CGC:dc ✓

Encls.