

Our File No. 66-149

Your File No. _____

Law Offices

E. G. RICKARBY

35 SOUTH SECTION STREET

FAIRHOPE, ALABAMA 36532

CODE 205

Telephone: 928-9836

Mailing Address

P. O. BOX 471

June 6, 1968

Mrs. Alice Duck
Clerk of the Circuit Court
Bay Minette, Alabama 36507

Dear Mrs. Duck:

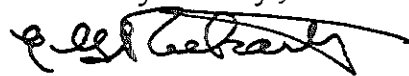
Inre: Marcus Loeb & Co. vs. W. F. Anderson

8169

Enclosed find Summons & Complaint against Mr. W. F. Anderson. Please process and oblige.

Am enclosing check for \$25.00 costs.

Yours very truly,



EGR/jlb

Encl.

cc: Forwarder

Dup.

6-22-68

Our File No. 66-149

Your File No. _____

Law Offices

E. G. RICKARBY
35 SOUTH SECTION STREET
FAIRHOPE, ALABAMA 36532

CODE 205
Telephone: 928-9836

Mailing Address
P. O. BOX 471

August 28, 1968

Mrs. Alice Duck
Clerk of the Circuit Court
Bay Minette, Alabama 36507

Dear Mrs. Duck:

Inre: Marcus Loeb & Co. versus W. F. Anderson
Case No. 8169

Please put this file, together with this note on Judge
Mashburn's desk.

I request Judgment by Default for \$392.37, being \$330.87
principal, \$11.50 interest and \$50.00 attorney's fees
with waiver of exemption, in accordance with a promis-
sory note herewith enclosed.

Yours very truly,



EGR/jlb

Encl.

cc: Frost Arnett Co.

9-9-68

STATE OF ALABAMA,
COUNTY OF BALDWIN.

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are Hereby Commanded to Summon W. F. ANDERSON to appear and plead, answer or demur within thirty (30) days from the service hereof, to the Complaint filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against W. F. ANDERSON by MARCUS LOEB & COMPANY, a division of OXFORD INDUSTRIES, INC., Plaintiff.

WITNESS my hand this 10 day of June, 1968.

Alice J. Luck Clerk.

MARCUS LOEB & COMPANY, A Division of OXFORD INDUSTRIES, INC.,

Plaintiff,

VS.

W. F. ANDERSON,

Defendant.

X
X
X
X
X
X

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,
AT LAW.

CASE NO. 8169

C O M P L A I N T

The Plaintiff claims of the Defendant the sum of THREE HUNDRED THIRTY AND 87/100 (\$330.87) DOLLARS due by promissory note made by him on, to-wit, the 16th day of November, 1966, in the original sum of ONE THOUSAND FOUR HUNDRED SEVENTY-EIGHT AND 35/100 (\$1,478.35) DOLLARS and payable on or before 31 December, 1966, with interest at Six Per Cent (6%) per annum, and the Plaintiff avers that in said note and as part of the consideration thereof, Defendant agreed to pay an attorney's fee for the collection thereof and the Plaintiff hereby claims the further sum of FIFTY AND NO/100 (\$50.00) DOLLARS as such attorney's fees.

The Plaintiff further alleges that as part of the consideration thereof the Defendant did waive as to this debt all rights of exemption under the Constitution and laws of the State of Alabama, as to personal property.

JUN 10 1968

CLERK
REGISTER

Vol 58

524

E.G. Rickaby
E.G. RICKABY, Attorney for Plaintiff.

✓
8169 *Foley*

Received 10 day of June 1968
and on 2 day of July 1968
served a copy of the within S & C
in W. F. Anderson
by service on Alamo

TAYLOR WILKINS, Sheriff
By J. M. Eastman B. S.
Foley, Ala.

Sheriff claims 72 miles at
Ten Cents per mile Total \$ 7.20
TAYLOR WILKINS, Sheriff
BY J. E.
DEPUTY SHERIFF

*Marcus Roeb & Co. a.
Division of Wyford
Industries Inc.
Plb.*

*vs.
W. F. Anderson
Deft.*

FILED

JUN 10 1968

ALICE J. [unclear]

CLERK
REGISTER

*Deft lives at
115 S. Laurel St.
Foley, Ala.*

E. D. Rickaby, ATTY

8591-85-702

\$1,478.35

\$1,478.35

Foley, Ala. November 16, 1966

On or before December 31, 1966 after date, without grace I promise to pay

to the order of OXFORD MANUFACTURERS

ONE THOUSAND FOUR HUNDRED SEVENTY-EIGHT & 35/100-(\$1478.35) Dollars

for value received, with interest at 6% per cent. per annum from date until paid.

law office of E. G. Rickarby, Esq., Fairhope, Ala.
PAYABLE AT FARMERS AND MERCHANTS BANK, FOLEY, ALA.

The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally agrees to pay this note and waives as to this debt, or any renewal thereof, all right to exemption under the constitution and laws of Alabama, or any other State, as to personal property and they each severally agree to pay all costs of collecting or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise, and maker, endorser, surety or guarantor, of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, and they agree that time of payment may be extended without notice to them of such extension. The Bank at which this note is payable is hereby authorized to apply on or after maturity to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them.

No. _____

Due December 31, 1966

W. F. Anderson Seal
W. F. Anderson
525 Foley, Alabama 36535 Seal