

1590

Local Trademarks, Inc.,

Plaintiff,

vs.

W. J. Etheredge d/b/a
W. J. Etheredge Plumbing &
Heating Co.,

Defendant.

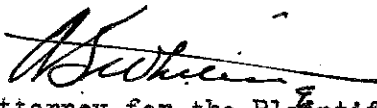
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
AT LAW.

No. 1590.

Now comes the plaintiff above-named, by A. S. Whiting, as its attorney of record, and shows unto the court that, as appears by the record in this cause, the defendant was duly served with process herein on December 21, 1950; that more than thirty days has since elapsed and that no appearance nor pleas have been filed by the defendant.

Wherefore, the premises considered, plaintiff prays for a judgment by default herein in favor of the plaintiff and against the defendant upon the sworn itemized account annexed to the complaint which the plaintiff offers in evidence and upon the original contract in writing, set out in Count 1 of the complaint hereto annexed, which the plaintiff offers in evidence, for the principal amount of \$156.00 and \$9.36 interest, aggregating \$165.36, plus the costs of this suit.

Dated this 24th day of January, 1951.


Attorney for the Plaintiff.

LOCAL TRADEMARKS, INC.,

Plaintiff,

vs.

W.J. ETHEREDGE d/b/a ~~W.J.~~
ETHEREDGE PLUMBING & HEATING CO.

Defendant.

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

COUNT ONE

The Plaintiff claims of the Defendant the sum of \$156.00 damages due by Defendant to Plaintiff ^{for that} on to wit October 26, 1949, the Defendant by written instrument duly executed by him, by and between himself and Plaintiff ordered the Plaintiff to ship to him f.o.b. New York, as soon as possible, certain mats and signs including reading material from the copyrighted "Little Plumber" series, the Defendant agreeing to pay to the Plaintiff in New York at the rate of \$3.00 per mat, the total of \$156.00, the Defendant to be accorded the right to use said mats and reading matter for 14 months only from the first of the month following date of shipment and advertising the Plumbing & Heating business in newspaper and other media of Bay Minette, Baldwin County, Alabama only; that the terms as provided in said contract were the sum of \$39.00 to be paid by the Defendant 30 days after shipment and \$11.70 on the first of each month beginning February 1, 1950 until the whole account should be paid, that said contract provided that neither party thereto should be held responsible for any provision and representation not embodied in writing therein and that said contract should not be subject to cancellation; that although the Plaintiff duly shipped and delivered to the Defendant the articles and reading matter as set out and described in said contract, the Defendant failed and refused to make said payment of \$39.00 on account and continues to fail and refuse to pay the sum of \$156.00 herewith sued for claimed by the Plaintiff to be due from the Defendant on said contract, that a true and correct copy of said contract is hereto attached, marked "Exhibit A" and made a part of this count, as if fully set out herein. That said sum of \$156.00 is still unpaid together with the interest thereon. Wherefore, the Plaintiff claims damages of the Defendant for the said sum of \$156.00 together with the interest thereon.

COUNT TWO.

The Plaintiff further claims of the Defendant the sum of \$156.00 due by Defendant to Plaintiff as shown by itemized statement of account, verified by affidavit hereto annexed, which said sum with the interest thereon is due and

unpaid.



Attorney for Plaintiff.

NOTE: The Defendant is said to reside at Bay Minette, Alabama.

Local Trademarks, Inc.,

Plaintiff,

vs.

W. J. Etheredge d/b/a
W. J. Etheredge Plumbing &
Heating Co.,

Defendant.

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

No. 1590.

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Wherefore, the premises considered, plaintiff prays for a judgment by default herein in favor of the plaintiff and against the defendant upon the sworn itemized account annexed to the complaint which the plaintiff offers in evidence and upon the original contract in writing, set out in Count 1 of the complaint hereto annexed, which the plaintiff offers in evidence, for the principal amount of \$156.00 and \$9.36 interest, aggregating \$165.36, plus the costs of this suit.

Dated this 24th day of January, 1951.


Attorney for the Plaintiff.

Exhibit B

W.J. Etheredge Plg & Mt 87 MADISON AVENUE
Bay Minette, Ala.
W.J. Etheredge

NEW YORK, 12-6-50 19

10-27-49	Right to use	52 mats plus and copy			
	@	P.O.S...65 signs as per contract			
		10-26-49	156.00		
		Credits:			
		none			
		Balance		156	00

STATE OF NEW YORK)
) ss
County of New York)

Robert F. Stott, Manager of Local Trademarks, Inc., a corporation duly organized, existing and doing business under and by virtue of the laws of the State of New York, being duly sworn, deposes and says that he has knowledge of the facts hereinafter set forth; that he makes this affidavit for and in behalf of

Local Trademarks, Inc. that W.J. Etheredge Plbg & H eating
is justly indebted to said Local Trademarks, Inc. in the sum of

One Hundred Fifty Six ^{XX}/₁₀₀ Dollars, over and above and after allowing all just credits, deductions and legal set-offs; that said amount is due and wholly unpaid, that the consideration therefore was the reservation of territory and the right to use copyrighted advertising material known as Little Plumber Series in territory provided in contract, copy of which is hereto annexed marked "Exhibit A"; that "Exhibit B" also hereunto annexed is a true and correct account taken from the books of original entry of said claimant, and that no part of said debt is for usurious interest.

Sworn to and subscribed before me, this ^{1 (certified under my Seal of Office)}

day of... 12-6-50 19

Robert F. Stott

Min. Feldman

No. LT

27087 also 44 539



Local TRADEMARKS, INC.

87 MADISON AVENUE, NEW YORK, N.Y.

ACCEPTED AT NEW YORK, N. Y.

By Local Trademarks, Inc.

Per R. F. Stott

+ P.O.S. 6549 me

Ship by Express F. O. B. New York, as soon as possible fifty two (52) mats
 size about 1 Col. and reading matter, both as you think best, from the copyrighted Trade Plumber
 Series, and I hereby agree to pay you at New York, at the rate of three 100 Dollars
 per mat, total one hundred fifty 100 Dollars (\$ 156 100), for MY right to use
 the above mats and reading matter for one year only from the first of the month following date of shipment in advertising the
Plumbing - Heating business in newspapers of and other media of Bay window
 State of Calif only.

TERMS OF PAYMENT thirty 100 Dollars (\$ 39 100) thirty days after ship
plus 70 100 Dollars (\$ 11 70) on the first of each month, beginning Feb 19 50
 until the whole account has been paid.

Fifteen days after failure to meet any of the payments due, the whole amount remaining unpaid becomes forthwith due and payable.

It is agreed that, providing there shall be no default by ME you will not hereafter give any one else any right to use the
US above mats and reading matter in newspapers of or other media of said place, during said period, nor thereafter until you have
 offered by mail to sell ME at the same rate and terms stated above, the right to use additional mats and reading matter of this
US copyrighted series for the ensuing year.

I understand that I shall arrange for publication in newspapers and other media and pay the cost of same, and
WE that Local Trademarks, Inc. assumes no responsibility for cost or rate of publication.

Neither party will be held responsible for any provisions or representations not embodied in writing herein,
 and this contract is not subject to cancellation.

This agreement is subject to your acceptance at New York.

Dated 10-26 19 49

Name Edward Plumber Co.
 By my Edward C.
 Official Title

Address _____

No. L T 27087

LA 538



Exhibit A

TRADEMARKS, INC.

87 MADISON AVENUE, NEW YORK, N.Y.

65 signs

Ship by Express F. O. B. New York, as soon as possible Fifty two plus P.O.S. () mats size about 1 Col. and reading matter, both as you think best, from the copyrighted Little Plumber Series, and ^I _{WE} hereby agree to pay you at New York, at the rate of Three ^{XX}/₁₀₀ Dollars per mat, total One Hundred Fifty Six ^{XX}/₁₀₀ Dollars (\$ 156 ^{XX}/₁₀₀), for ^{MY} _{OUR} right to use the above mats and reading matter for One Year only from the first of the month following date of shipment in advertising the Plumbing - Heating business in newspapers of and other media of Bay Minette State of Alabama only.

TERMS OF PAYMENT Thirty Nine ^{XX}/₁₀₀ Dollars (\$ 39 ^{XX}/₁₀₀) 30 days after ship. and Eleven ⁷⁰/₁₀₀ Dollars (\$ 11 ⁷⁰/₁₀₀) on the first of each month, beginning Feb. 19 50 until the whole account has been paid.

Fifteen days after failure to meet any of the payments due, the whole amount remaining unpaid becomes forthwith due and payable.

It is agreed that, providing there shall be no default by ^{ME} _{US} you will not hereafter give any one else any right to use the above mats and reading matter in newspapers of or other media of said place, during said period, nor thereafter until you have offered by mail to sell ^{ME} _{US} at the same rate and terms stated above, the right to use additional mats and reading matter of this copyrighted series for the ensuing year.

^I _{WE} understand that ^I _{WE} shall arrange for publication in newspapers and other media and pay the cost of same, and that Local Trademarks, Inc. assumes no responsibility for cost or rate of publication.

Neither party will be held responsible for any provisions or representations not embodied in writing herein, and this contract is not subject to cancellation.

This agreement is subject to your acceptance at New York.

Dated 10-26-50 1950

Name Etheridge Plumbing Co.

By W.J. Etheridge

Official Title

Address

SUMMONS AND COMPLAINT

Moore Printing Co.

THE STATE OF ALABAMA, }
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. 1590

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon W. J. Etheridge d/b/a Etheridge Plumbing Co

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

W. J. Etheridge d/b/a/Etheridge Plumbing Co, Defendant

by

Local Tradesmark, Inc, Plaintiff

Witness my hand this 20th day of December 1950

Marie J. French, Clerk

ALMUR S. WHITING
ATTORNEY AND COUNSELOR AT LAW
SUITE 602 ANNEX FIRST NATIONAL BANK BUILDING
MOBILE 6, ALABAMA

TELEPHONES:
OFFICE: 2-3604
RESIDENCE: 6-6226

P. O. BOX 988

January 24, 1951.

Hon. Alice J. Duck,
Circuit Clerk,
Bay Minette, Ala.

Dear Madam:

Re: Case 1590-Law
Local Trademarks, Inc. vs. W. J. Etheredge, etc.

No appearance or pleadings having been filed during the statutory period after service of process, and such period having expired, I beg to enclose motion for default judgment in the above matter, together with the defendant's original signed contract forming the basis of Count 1 of the Complaint. Please present this motion to the Court at this time for appropriate attention. When and if the Court renders judgment, I should like to have issued and recorded a certificate of judgment, and to that end beg to send you herewith my check payable to Cash. for \$1.00.

Yours truly,



enc.
w.

ALMUR S. WHITING
ATTORNEY AND COUNSELOR AT LAW
SUITE 602 ANNEX FIRST NATIONAL BANK BUILDING
MOBILE 6, ALABAMA

TELEPHONES:
OFFICE: 2-3604
RESIDENCE: 6-6226

P. O. BOX 988

December 19, 1950

Hon, Alice J. Duck
Circuit Clerk
Bay Minette, Ala.

Dear Madam:

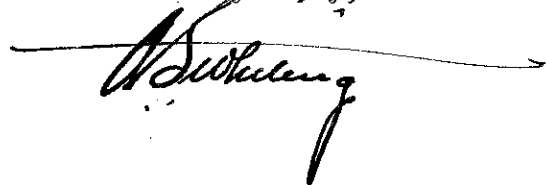
Re: Local Trademarks Inc.
Vs: W.J. Etheredge

Enclosed herewith please find original and copy of complaint in the above matter upon which please let summons issue to the sheriff, for service upon the defendant.

We are enclosing a self-addressed post- paid envelope and would appreciate it very much if you would advise us when service is had.

With the Compliments of the Season, I remain,

Yours very truly,

A handwritten signature in dark ink, appearing to read 'A. S. Whiting', with a long horizontal flourish extending to the right.

W/em
Encls.

Dec 15 90

Local practitioners here

vs.

W. J. Etheridge
vs. J. Etheridge (summons
as)

FILED

DEC 20 1900

ALICE A. HARRIS, Clerk

A. S. Whitman

LOCAL TRADEMARKS, INC.,
PLAINTIFF,

VS.

W. J. ETHEREDGE
DEFENDANT.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

NO. 1590

NOTICE TO DEFENDANT

TO: W. J. ETHEREDGE

Take notice that upon the written request of Honorable Almur Whitting a judgment creditor, filed in this Court in this cause, you are commanded to file in this Court within thirty days from the service of this notice, a statement in writing, under oath, of all of your assets including money choses in action, notes, bonds, and accounts, and all other property, real, personal or mixed or any interest therein, with a detailed description of same, the location and reasonable value of each item thereof, together with each item thereof, together with a detailed list or statement of any and all liens, mortgages or incumbrances thereon showing the amounts due upon each, and the owner or holder of such liens, incumbrances or mortgages.

Be governed accordingly.

Dated this ~~day~~ 25th day of July, 1951.


Clerk of the Circuit Court

Received in Sheriff's Office
this 25th day of July, 1971
TAYLOR WILKINS, Sheriff

Quoted this 20th
July by my
copy on 21st of
Ethridge.

To the Atlanta Sheriff
George Kelly D.S.

7/15/70

Local Brademire

05.

Wt Ethridge

note

1590