

214

PACE GROCERY COMPANY
Plaintiff

vs

J. M. HICKS
Defendant

CIRCUIT COURT OF BALDWIN COUNTY


APPEAL FROM COURT OF

G. E. PERKINS, J. P.

To J. M. Hicks, Defendant in said cause, or Messrs. Beebe &
Hall, his attorneys of record:

You are hereby notified that the Plaintiff in above entitled
cause has prayed and obtained an appeal from the judgment therein
rendered by G. E. Perkins, a Notary Public and ex officio Justice
of the Peace in and for said County, to the Circuit Court of
Baldwin County.

WITNESS my hand this the nineteenth day of November, 1935.


Justice of the Peace.

514 RECORDED
Duck
7-362

Rec in office
11/21/35
W. H. Wilkins
R.H.

Pace Co
vs
J. M. Hacks

Filed Nov. 21, 1935
Robert S. Duck
7.

Entered Nov 22 1935
by serving copy of within summons and
complaint on went on

Shene on Baker Hall

Filed Nov. 21, 1935
Robert S. Duck, Clerk.
7.

W. C. Beebe
member of firm
Beebe & Hall
M. H. Wilkins
C. V. Andrew Deputy Sheriff

August 24th, 1935.

Mr J. M. Hicks,
Fairhope, Alabama,

Dear Sir:

The Pace Grocery of Pensacola, which, as you know is also located in this County, has requested us to take up with you the matter of a settlement of its account against you with amounts to \$81.41 and interest to date, attotal at this time of \$126.15.

My client had not sought to press you up to this time as it recognised that business conditions have not been very favorable, but now that you are engaged on a lucrative contract with this Town, we will be glad to have the matter cared for.

If not convenient to make a substantial payment at this time, please call at this office on next Tuesday forenoon that we may arrange terms of payment satisfactory to us both.

Very truly yours,

1022.

R.T.

September 17, 1935

Mr. J. M. Hicks
Fairhope
Alabama

Dear Sir:

As you have paid no attention to my letter to you of August 24 relative to the claim of the Pace Grocery Company, we are forced to conclude that you recognize the correctness of this account but do not intend to pay same unless compelled to do so.

We regret this as we have not sought to press you when times were hard but feel now that you have a paying contract and are in a position to meet your obligations you do not see fit to try to do so. I am therefore forced to report to my client that the only course remaining is suit which I am expecting instructions to file if some steps toward payment are not taken by the end of the week.

Very truly yours,

EGR:AP
1222

October 2, 1936

Mr. J. M. Hicks
Fairhope
Alabama

Dear Sir:

In this afternoon's mail I received positive instructions from the Face Company to bring suit against you on the account which in the early part of the summer your told Mr. Brett you expected to pay during the month of August.

In response I have prepared and sent to my client an affidavit proving the account, which should be back here by the end of the week within which time I will be glad to think you have decided to save yourself the expense and us the trouble of bringing this suit by seeing me and making some arrangement for payment.

Very truly yours,

MR:lp
1328

August 12, 1935

Mr. J. M. Hicks
Fairhope,
Alabama

Dear Mr. Hicks:

Our Mr. Brett reported that he had talked with you with reference to the account that you are due us amounting to \$61.41 and that you had assured him you would be in position to take care of the same during the early part of August.

This information is gratifying to us and we hope that it will be possible for you to let us have a check for the above amount between this and August 20, for which we wish to thank you in advance.

Yours very truly

THE PACE COMPANY

By:

BVH:EH
c c R

June 27, 1935

Mr. J. M. Hicks
Fairhope
Alabama

Dear Mr. Hicks:

No doubt you are well aware of the fact that you have not as yet taken care of your account amounting to \$81.41 which you made with us several years ago.

If you will remember, you assured the writer on several occasions that it was your intention to take care of the bill as soon as you were in position to do so. We understand that you have been successful during the past year or so, this being true, we feel sure that all that is necessary is to remind you of this unpaid item.

Mr. Hicks, we are writing our branch manager, Mr. Brett, to call on you the next time he is in Fairhope and we would appreciate your giving him a check for the inclosed statement at that time, for which we wish to thank you in advance.

Yours very truly

THE PACE COMPANY

By:

BVH:EH
c c R
incl

CONDITIONS OF THIS BILL: All claims must be made upon receipt of goods. No goods to be returned without first notifying and hearing from us. We are not Responsible for Damage to Goods in Transit. All bills Due are subject to Sight Draft with Exchange.

THE PACE COMPANY

WHOLESALE GROCERS

Pacemaker

GRAIN, HAY AND FEED

Diamond "P"

PHONE 2124

PENSACOLA, FLA.,

SOLD TO

J. M. Hicks
Santa Rosa
Florida

April 26, 1930

Via: Launch JEWEL

This Bill Becomes Due At Once if Purchaser Suspends Payment, Sells Out or Encumbers Stock

| | | | |
|-------|----------------|-------|-------------|
| 14 Sx | Big 5 H&M Feed | 43 50 | 30 45 |
| 14 Sx | Oats 70 bu | 65 | 45 50 |
| | Freight | | <u>5 46</u> |
| | | | \$81.41 |

STATE OF FLORIDA
ESCAMBIA COUNTY

PREPAID

Before me the undersigned Notary, personally appeared this day W. R. Reed who being sworn says that he is Secy Treas for the Pace Company and that the foregoing account and each item thereof is true and correct and that the sum of \$81.41 is due from J. M. Hicks to the Pace Company and is unpaid.

Subscribed and sworn to before me this the 3rd day of October, 1935.

W. R. Reed
Notary Public, Escambia County,
Florida

PUBLIC, STATE OF FLORIDA AT LARGE

MY COMMISSION EXPIRES MAY 21, 1936

RECORDED
Book 4-367

THE PAGE COMPANY
Plaintiff

vs

J. M. HICKS
Defendant

VERIFIED ACCOUNT

Filed this 15th day of May 1934
Robert L. Hicks
Clerk-Register

WATSON ROAD
BIRMINGHAM

STATION

RECEIVED



UNIFORM STRAIGHT BILL OF LADING--Original--Not Negotiable
(Prescribed by the Interstate Commerce Commission)

Shipper's No. **B 3099**

Company

Agent's No. _____

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading.

at Pensacola, Fla..

19

From

AVANT-PACE COMPANY

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

(Mail or street address of consignee—For purposes of notification only.)

Consigned to.

Destination

State
of

County
of

Route

Car Initial

Car
No.

(Delivering Carrier)

| No. Packages | Description of Articles, Special Marks and Exceptions | *WEIGHT (Subject to Correction) | Class or Rate | Check Column |
|--|--|------------------------------------|------------------|-----------------|
| 1 | ✓ | 2000 | 15 | |
| 1 | ✓ | 1000 | 15 | |
| | | 36 40 | 5.41 | |
| <div style="position: relative; width: 100%; height: 100%;"> <div style="position: absolute; top: 50%; left: 50%; transform: translate(-50%, -50%); font-size: 4em; border: 2px solid black; border-radius: 50%; padding: 20px;">5.46</div> <div style="position: absolute; bottom: 10%; left: 50%; transform: translate(-50%, 0); font-size: 8em;">2</div> <div style="position: absolute; left: 0; bottom: 10%; font-size: 0.8em;"> $\begin{array}{r} 640 \\ 18200 \\ \hline 18840 \\ 16400 \\ \hline 2480 \end{array}$ </div> </div> | | | | |
| | | | | |
| | | | | |
| | | | | |

If this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.
(See section 7 of conditions.)

(Signature of Consignor)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received \$ _____
to apply in prepayment of the charges
on the property described hereon.

Agent or Cashier

Per _____
(The signature here acknowledges
only the amount prepaid.)

Charges Advanced: \$

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight." Note—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

We hereby certify that the meat or meat food products described herein, which are offered for shipment in Interstate Commerce have been U. S. inspected and passed by the Department of Agriculture, are so marked and at this date are sound, healthful, wholesome and fit for human food. (Shipper's imprim in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.)

AVANT-PACE COMPANY, *Shipper,*

Per

Permanent post-office address of shipper, **PENSACOLA, FLA.**

Per

The Hamilton Autographic Register Co., Hamilton, O. Pat'd. No. 1534478

The State of Alabama, {
Baldwin County.

To Any Lawful Officer of Said County, Greetings :

Summon J. M. HICKS

to appear before me on the tenth day of October 1935..., next at my office
at 11 o'clock A.M.
in Fairhope, Baldwin County, Alabama, to answer the complaint of

THE PACE COMPANY

and then and there make a return of this summons.

Issued the FIFTH day of October 1935...

J. E. Perkins

Justice of Peace.

COMPLAINT

THE PACE COMPANY,
a Corporation

Plaintiff.

vs.

J. M. HICKS,

Defendant.

The Plaintiff claims of the Defendant the sum of Eighty-one and 41/100 Dollars

The Plaintiff claims of the Defendant the sum of \$81.41 due
for goods, wares, and merchandise sold by Plaintiff to Defendant
on, to wit, the twenty-sixth day of April, 1930.

2. Plaintiff claims of Defendant the further sum of \$81.41 due
from Defendant to Plaintiff by stated account on, to wit, the
first day of January, 1931.

All of which sums with interest thereon for three years is
still due and unpaid.

This debt is evidenced by itemized and verified account
filed herewith.

William G. Rinkley
Attorney for Plaintiff.

Case Continued to Oct. 11 O'clock
11 11 11 11 11 11

..... Plaintiff's Attorney.

No. _____ Page _____

THE STATE OF ALABAMA,
Baldwin County.

IN THE JUSTICE COURT OF

G. E. Perkins

Term, 193_____

SUMMONS and COMPLAINT

The Pace Company

Plaintiff_____

Vs.

J. M. Hicks

Defendant_____

The Defendant is hereby notified that Writ of
Garnishment has been served on _____

Filed this 12 day of Dec 1935

[Signature]

Clerk-Register
J. P.

Location _____

Executed by personal service and notice of

Garnishment _____

this 12 day of Dec 1935

J. A. Titus Constable.

By _____ D. C.

Pace Grocery

vs.

J. M. Smith.

No
Law

Superior Court of
Baldwin County.

Plaintiff demurs to defendant's second
plea in so far as same is pleaded to the second
count of the complaint upon the ground that
the statute of limitations of three years does
not apply to a stated account.

Elliot L. Pinsky
Att'y for Plaintiff.

RECORDED
21/Dec
7-416

514

Case Grocery

to

J M Hinks

Demure to several
places.

Filed Feb 4, 1936
Robert S. Duck

The State of Alabama, {
Baldwin County.

That we, The Pace Company, John W. Brett Jr and
are held and firmly bound unto J. M. Hicks
in the sum of Ten Dollars,
for the payment of which, well and truly to be made, we bind ourselves and each of us, our and each of
our heirs, executors and administrators, jointly and severally. But upon condition, that if the above
bound Pace Company shall prosecute to
effect an appeal by him taken this day to the next term of the Circuit Court of
Baldwin County from a judgment rendered against him in favor of said J. M. Hicks
by E. E. Perkins
a justice of the peace for said county, for the sum of Five costs of suit
costs Dollars, ~~debt~~ in said appeal, shall pay such judgment, both as to
debt and costs as may be rendered against him by the said Circuit Court of
Baldwin County, then, in either of said events, this obligation to be void, otherwise to remain in full
force and effect.

Given under our hands and seals, this the 1st day of November 1925
Approved: _____ (L. S.)

E. E. Perkins

J. P.

The Pace Co (L. S.)
by E. V. Halland (L. S.)
J. W. Brett Jr (L. S.)

RECORDED

puck
7-358

No. _____

Page _____

THE STATE OF ALABAMA
BALDWIN COUNTY

APPEAL BOND

JUSTICE'S COURT OF

PLAINTIFF

VS.

DEFENDANT

Filed this 13 day of Jan 1934

Robert S. Smith
clerk

October 17, 1935

Mr. J. M. Hicks
Fairhope
Alabama

Dear Sir:

This is notice to you to produce at the trial of the case of the Pace Company against you pending in the Justice Court of G. E. Perkins, Fairhope, Alabama, the originals of the following:

Any bills or invoices sent to you by the Pace Company subsequent to May 1, 1930; all letters of the Pace Company written to you since May 1, 1930, and particularly letters of June 27th and August 12th, 1935; letters of Watson, Pasco & Brown dated May 26, 1931 relative to the Pace Company account and subsequent letters of this firm to you; letter of Hybart, Heard & Chason, attorneys, Bay Minette, dated July, 1931, and subsequently; letters from E. G. Rickarby of Fairhope dated August 24th, September 17th, and October 2nd.

In default of the production of the originals secondary evidence of their contents will be offered.

Yours truly,

Elliott G. Rickarby

Attorney for Pace Grocery Co.

EGR:lp

RECORDED
ouch
7-358

PAGE COMPANY
Plaintiff

vs

J. M. HICKS
Defendant

NOTICE TO PRODUCE LETTERS

Filed this 12 day Mar 1911
Robert H. H. H.
Clerk-Register

The Pace Company } In the Circuit
 Plaintiff } Court of Bardonia
v }
J. M. Hicks } County Albemarle
 Defendant } at Law

And now comes the Defendants
and for answers to Plaintiff Com-
plaint and to each Count thereof,
separately and severally, says:

1. That the facts therein alleged
are untrue
2. That said account is barred
by the Statute of Limitations
of three years.

Beebe & Hall
Attys for Defendants

214

RECORDED

uck

7-416

Filed 2/4/36

Robert S. Duck