SUMMONS AND COMPLAINT	MOORE PRINTING CO., BAY MINETTE.
THE STATE OF ALABAMA, Baldwin County.	No. — CIRCUIT COURT
To Any Sheriff of the State of Alabama:	
the state of management.	
You are hereby commanded to summon	There was in the Control of the Cont
Gi Fairkopa, Alabama.	
to appear and plead, answer or demur, within thirty	day from the service hereof to the Complaint filed
the Circuit Court of Baldwin County, State of Alaba	ama at Bay Minette, Ala., against nlr
Defendant	by
Carson Firie Scott & Company, a	n Illinois Corporation
	Maintiff
	Flainthi
Witness my hand this 294he day of	
	(Kelout No oad-
	Clerk
COM	PLAINT

Plaintiff v	
	versus
The Plaintiff claims of the Defendant	versus
	versus

BEGORDER W					
HEGORDERON 7. 498					
No. Oreginal					
No. Olymas					
THE STATE OF ALABAM					
BALDWIN COUNTY					
CIRCUIT COURT					
Carson Pirie Scott & Co.					
an ill. Corporation					
VS. PLAINTIFF VS.					
Howard H. Gibbs.					
DEFENDANT					
Summons and Complaint					
The second secon					
Filed, May 29th. 1936. 193					
Political Alleranda					
, cierk,					
Defendant Lives at					
ZMALYNoyozzakadona.					
Tryroghan					
Investors Syndicate 1st Natl. Bank Bldg					
Mobile Ala.					
W. H. Hawkins.					
Plaintiff's Attorney					

Defendant's Attorney

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ETACH AND MAIL THIS STUB WITH YOUR REMITTANC RETAIN LOWER PORTION OF BILL FOR YOUR RECORD.



CARSON PIRIE SCOTT & CO.

State, Madison, Wabash, Monroe

CHICAGO

SOLD TO

TELEPHONE STATE 2000

HOWARD H. GIBBS, FAIR HOPE, ALABAMA. 112997

DUPLICATE CV.

UPLICATE CV.

TERMS: BILLS ARE NET CASH DUE AND PAYABLE ON PRESENTATION.

MERCHANDISE TO BE CREDITED ON PRESENT MONTH'S ACCOUNT SHOULD BE RETURNED BEFORE THE LAST DAY OF THE MONTH.

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4 Mar		By Cash		10.49	
30		Bolonce			110.00.
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H. C. FRANKS, being duly sworn, does depose and say that he is the attorney-in-fact and duly authorized agent in this behalf for CARSON PIRIE SCOTT & COMPANY, of 1 South State Street, Chicago, Illinois; that the attached account of HCWARD H. GIBBS, of Fairhope, Alabama, is true, just and correct, and that there is now owing to the said CARSON PIRIE SCOTT & COMPANY, after deducting all just claims, credits and counterclaims, the sum of ONE HUNDRED TEN AND NO/100 (\$110.00)DOLLARS.

Further affiant saith not.

Subscribed and sworn to before me

NOTARY PUBLIC.

REGORDED Duck, 7-498

The control of the co

Complaint.

Carson Pirie Scott & Company, an Illinois Corporation,

vs. Howard H. Gibbs.

The Plaintiff claims of the defendant the sum of One Hundred and Ten(\$110)

Dollars, balance due on account from him for merchandise, goods and chat-

Plaintiff.

Count One.

tels sold by the plaintiff to defendent, Howard H. Gibbs on divers dates during the month of May 1931, said sale amounting to \$170.49, and on to-wit: October 31, 1931, defendent paid on his account,\$25.00, and on February 4, 1932, defendant paid \$25.00 and on March 30, 1932, defendant paid \$10.49 or a total of \$60.49, leaving a balance of \$110.00 and interest. Plaintiff evers that the said sum of \$110.00 with interest from May 19th.

1931, is still due and unpaid.

Plaintiff further evers that the above mentioned merchandise, goods and chattels were sold to defendant and delivered to him at specified prices and aggregating the said sum of \$170.49, and that no term of said contract was left open or undetermined by the parties, and there were no current running dealings and the account was not kept open because of contemplated future dealings. Plaintiff herewith files in this cause an itemized verified account as required by the statute.

Count Two.

Plaintiff claims of the defendant the sum of \$110.00 due on account stated between the plaintiff and defendant on to-wit.:- May 19, 1931, October 1932 February and March 1932, and divers dates during the years 1933, Extl934 and 1935 and 1936, which said sum of \$110.00 with interest from May 19, 1931, is still due and unpaid.

Attorney for Plaintiff.