

349

ALABAMA BASKET COMPANY,
a corporation,

Plaintiff,

-VS-

GULF COAST CITRUS EXCHANGE,
a corporation,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

COUNT ONE

The plaintiff claims of the defendant the sum of \$1,122.05, for merchandise, goods and chattels sold by the plaintiff to the defendant as follows:

\$253.30 on October 31, 1932,
343.75 on October 6, 1936,
250.00 on October 13, 1936,
275.00 on November 4, 1936,

which sums of money, with the interest thereon since said respective dates, is past due and unpaid.

COUNT TWO

Plaintiff claims of the defendant the sum of \$1122.05, due from it by account stated between the plaintiff and the defendant on, to-wit, the 4th day of November, 1936, which sum of money, with interest thereon, is due and still unpaid.

COUNT THREE

The plaintiff claims of the defendant the sum of \$1,122.05, due from it by account on, to-wit, the 4th day of November, 1936, which sum of money, with interest thereon, is due and still unpaid.

An itemized, verified statement of the account sued upon is filed herewith and will be offered in evidence upon the trial of this cause.

COUNT FOUR

The plaintiff claims of the defendant the sum of \$253.30, due by a promissory note executed by the defendant on, to-wit, the 26th day of July, 1935, and payable to the plaintiff on, to-wit, the 1st day of November, 1936, which sum of money, together with interest at 8% per annum since the date of said note, is due and still unpaid.

Leo H. Poir
J. B. Blackburn
Attorneys for Plaintiff.

Defendant's address:
Loxley, Alabama.

Rec in office 3/12/37
M.H. Watkins

12th March 1937
Received copy of within Summons and
Complaint on

Gulf Coast Citrus
Exchange a Corporation
O.F.E. Windberg as
President
M.H. Watkins
John R Davis

RECORDED
Book
8-42

No. 349

SUMMONS AND COMPLAINT.

ALABAMA BASKET COMPANY,
a Corporation,

Plaintiff,

VS.

GULF COAST CITRUS EXCHANGE,
a Corporation,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

Filed March 6 1937
R. S. Dietrich
Clerk

J. B. BLACKBURN
ATTORNEY AT LAW
BAY MINETTE, ALABAMA

CERTIFICATE OF JUDGMENT

The State of Alabama, }
Baldwin County

Circuit Court, APRIL Term, 19 37

No. 349.

ALABAMA BASKET COMPANY,

A Corporation,

PLAINTIFF.

Vs.

GULF COAST CITRUS EXCHANGE,

A Corporation,

DEFENDANT.

I, R. S. Duck, Clerk of the Circuit Court of Baldwin County,

Alabama, do hereby certify that on the 15th day of April, 19 37,

a Judgment was rendered by said Court in the above stated cause, wherein

ALABAMA BASKET COMPANY, a Corporation,

was Plaintiff and

GULF COAST CITRUS EXCHANGE, a Corporation, was Defendant, in

favor of the said Plaintiff and against the said Defendant for the sum of

---ONE THOUSAND FOUR HUNDRED FORTY & 30/100 (\$1440.30)--- DOLLARS,

and for the sum of --- FIFTEEN & 85/100 (\$15.85) --- DOLLARS,

the costs in said suit and that Leo H. Pou and J. B. Blackburn

are the Attorneys of record for the Plaintiff
in said cause.

Witness my hand this 21st day of April, 19 37

R. S. Duck,

Clerk, Circuit Court, Baldwin County, Alabama.

CERTIFICATE OF JUDGMENT

ALABAMA BASKET COMPANY,

A Corporation,

_____, Plaintiff

Vs.

GULF COAST CITRUS EXCHANGE,

a Corporation,

_____, Defendant

MOORE PRINTING CO., BAY MINETTE, ALA.

STATE OF ALABAMA)
BALDWIN COUNTY)

To any sheriff of the State of Alabama.

You are hereby commanded to summon Walter T. Williams and Victoria M. Williams, individually and as partners doing business under the name of Williams Mercantile Company, to appear within thirty days from the service of this writ in the circuit court, to be held for said county at the place of holding the same, then and there to answer the complaint of S. M. Kahn and M. M. Melzer, partners doing business under the name of Kahn-Melzer.

Witness my hand, this 26 day of March, 1937.

W. R. Weeks
Clerk of the Circuit Court.

S. M. Kahn and M. M. Melzer,
partners doing business under
the name of Kahn-Melzer.

Plaintiffs,

Vs.

Walter T. Williams and Vic-
toria M. Williams, individu-
ally and as partners doing
business under the name of
Williams Mercantile Company.

Defendants.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

COUNT ONE

Plaintiffs claims of the defendant the sum of \$134.47 due from them for goods, wares and merchandise sold by the plaintiffs to the defendants, to-wit, August 29th, 1936, which sum of money, together with interest thereon, is still due and unpaid.

COUNT TWO

Plaintiffs claims of the defendants the sum of \$134.47, due from them for goods, wares and merchandise due from them by account stated between plaintiff and defendants on, to-wit, October 29th, 1936, which sum of money, together with interest thereon, is still due and unpaid.

COUNT THREE

Plaintiffs claims of the defendants the sum of \$134.47, due from them by account on, to-wit, October 29th, 1936, which sum of money, together with interest thereon, is still unpaid.

The account sued on is evidenced by itemized, verified statement filed with this complaint.

Sidney J. Gray
ATTORNEY FOR PLAINTIFFS.

Defendants' address.
Robertsdale, Alabama.

ST. OF ALABAMA, }
CO Y OF MOBILE. }

Before me, the undersigned authority, personally appeared M. N. MELZER

known to me, who being duly sworn, upon his oath states that he is CO-OWNER
of KAHN-MELZER- WHOLESALE

a corporation organized and doing business under the laws of
a partnership composed of S. M. KAHN AND M. N. MELZER

a sole trader doing business as KAHN-MELZER

and that as such he makes this affidavit: that he is familiar with the books and business of said

KAHN-MELZER
that the attached account against WILLIAMS MERCANTILE CO
is just and correct, and within the personal knowledge of this affiant; that the items thereon stated and composing the
said account were sold and delivered to said WILLIAMS MERCANTILE CO

ROBERTSDALE ALA
at the special instance and request of said debtor, and that credit has been duly given for all payments and just and
lawful offsets to which said account is entitled as thereon stated, and that the balance thereof, amounting to the sum of
One Hundred Thirty Four 47/100 Dollars (\$134.47) with interest
from Aug 29 1936, is justly due and remains unpaid.

Sworn to and subscribed before me on this the 15th day of March 1937

Eagan Case, Notary Public.

PENSACOLA, FLA.

Aug. 2

1936

SOLD To Williams Merc. Co.

NO. 5946-7

At Robertsdale, Ala.

TERMS 3/10, 2/30, N60

VIA Express

K-M

KAHN-MELZER

WHOLESALE

DRY GOODS...NOTIONS...HOSIERY

16 E. ROMANA ST.

P. O. BOX 506

TELEPHONE 2231

V	QUANTITY	ARTICLES	YARDAGE OR DOZEN	PRICE	AMOUNT		TOTAL	
	20	pc. Sonya prints	280	11½	32	25		
	10	pc. Valencia prints	131½	14½	19	03		
	4	" 80 x 60 broadcloth	140	10½	14	70		
	4	dz. Rick Rack	4	85	3	40		
	3	" Hells bias tape	3	85	2	55		
	4	" Weargood dungarees	4	850	34	00		
	1	pc. Pickens sheeting	51	09	4	59		
	1	dz. 3220 3.Y. shirts	1		6	25		
	2	dz. 200 anklettes	2	90	1	80		
	4	dz. 145 anklettes	4	125	5	00		
	4	dz. 444 mens sox	4	85	3	40		
	1½	dz. 210 mens sox	1½	200	3	00		
	2	dz. 445 ls. RI hose	2	90	1	80		
	3	dz. 2741 anklettes	3	90	2	70		
		Balance to follow					134	4

C-O-P-Y

Many thanks

CERTIFIED CORRECT AND JUST
PAYMENT NOT RECEIVED.

m n melzer

24th
Executed this ~~17th~~ day of March 1937

~~_____~~ serving
~~_____~~ a copy of the
within summons
and complaint
on Walter J. Williams
~~_____~~
and Victoria M. Williams

RECORDED

Suck
8-5-8

M. H. Williams
Sheriff

Louise Bryan
D.C.

Full March 26 1937
R. S. Duck
Clerk

STATEMENT

M William Mene
Robt. Dale Ala

IN ACCOUNT WITH

KAHN-MELZER

K-M

WHOLESALEERS

Dry Goods ... Notions ... Hosiery

16 E. Romana St.

P. O. Box 506

Dial 2231

PENSACOLA, FLA.,

1937

DEBIT

CREDIT

BALANCE

829

#3946

134.47

CERTIFIED CORRECT AND JUST
 PAYMENT NOT RECEIVED.

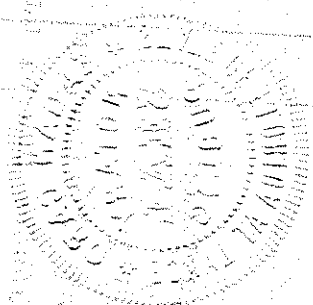
KAHN-MELZER

m m m m
 by Member of Firm.
 Feb. 22, 1937

Sworn to and subscribed before me this 25th
 day of February, 1937.

Eagan Caro
 Notary Public.

My Commission expires Nov. 28th, 1938.



Superior at Retail Sale

APR 19 1901

LEHMAN CO. LTD.

12 E. BROADWAY

NEW YORK, N. Y.

NEW YORK, N. Y.

RECEIVED

RECEIVED

349

ALABAMA BASKET COMPANY

MANUFACTURERS
EUFULA, ALABAMA

CUSTOMER'S NO.

OUR INVOICE NO.

DATE SHIPPED

SOLD TO Gulf Coast Citrus Exchange, Loxley, Ala.

SHIPPED TO

TERMS

CAR

Invoice dates

10/31/32

\$253.30

10/6/36

343.75

10/13/36

250.00

11/4/36

275.00

\$1122.05

ALABAMA BASKET COMPANY

MANUFACTURERS
EUFULA, ALABAMA

CUSTOMER'S NO.

OUR INVOICE NO.

SOLD TO Gulf Coast Citrus Exchange, Loxley, Ala.

DATE SHIPPED 10/31/32

SHIPPED TO

TERMS

CAR Truck

Old Account Covered by note

\$253.30

ALABAMA BASKET COMPANY

MANUFACTURERS
EUFULA, ALABAMA

CUSTOMER'S NO.

OUR INVOICE NO. 373

DATE SHIPPED 10/6/36

SOLD TO Gulf Coast Citrus Exchange, Loxley, Ala.

SHIPPED TO ~~Loxley, Ala.~~ Ensley, Fla & Satsuma Ala.

TERMS 60 Days Net

CAR Truck

275 Doz. Board Bottom Half Bu Baskets & Crown Covers @ 1.25 \$343.75

Affidavit to Claim

STATE OF Alabama
COUNTY OF Barbour } ss.

Before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared A. B. Roberts

being by me first duly sworn according to law, deposes and says that he is* President & Treas
of Alabama Basket Co.,

1. A corporation organized and doing business under the laws of the State of Ala.

2. A partnership composed of _____

3. A sole trader doing business as _____

and that as such he is authorized to make this affidavit; cognizant of the facts constituting the cause of action; that he is familiar with the books and business of said _____ Corporation

_____ that the account against Gulf Coast Citrus Exchange
of Loxley, Ala.

_____ hereto attached, marked "Exhibit A" and made a part hereof is a true and correct copy of books of original entry, instrument of writing or claim, on which this action is brought, of _____

_____ ; that the goods for which said charges were made were sold and delivered to the said Gulf Coast Citrus Exchange

at Their special instance and request; that the charges made therefor are fair and reasonable and as per contract, and that he promised to pay the sums charged; that credit has been duly given for all payments, counter claims and setoffs and that there is no usury therein; that said Ala Basket Co.,

has no collateral or other security for the payment thereof and that there now remains due and owing from said Gulf Coast Citrus Exchange to Alabama Basket Co.,

the sum of Eleven hundred twenty two & 05/100***** Dollars,

together with interest thereon from _____ 19____

Subscribed and sworn to before me this 19th day of Feb. 19 37

A. B. Roberts, L. S.

Annie Louise Martin
Notary Public.

*Treasurer, Member of Firm or Sole Proprietor.

~~POWER OF ATTORNEY~~

FOR CORPORATION

CITY OF Eufaula
STATE OF Ala.
COUNTY OF Barbour

SS:

On this 19th day of February, 1937, before me personally came

A. B. Roberts

, to me known, who being by me duly sworn, did depose and say that he resides in Eufaula, Ala.; that he is the Pres & Treas of the Alabama Basket Co., the corporation described in and which executed the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

Annie Louise Martin
(Notary Public signs here)

FOR PARTNERSHIP

CITY OF
STATE OF
COUNTY OF

SS:

On this _____ day of _____, 19____, before me personally came

_____ to me known and known to me to be one of the persons described in and who executed the foregoing instrument and who duly acknowledged that he executed the same, and who being by me duly sworn, did depose and say that he is a member of said partnership and is duly authorized to execute same on behalf of his said firm.

(Notary Public signs here)

FOR INDIVIDUAL

CITY OF
STATE OF
COUNTY OF

SS:

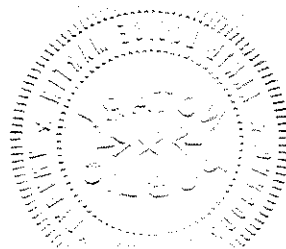
On this _____ day of _____, 19____, before me personally came

_____ to me known and known to me to be the individual described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.

(Notary Public signs here)

RECORDED
8-48
Annie

*Fuller
1937
Barbour
Cm*



ALABAMA BASKET COMPANY

MANUFACTURERS
EUFULA, ALABAMA

CUSTOMER'S NO.

OUR INVOICE NO. 376

SOLD TO Gulf Coast Citrus Exchange, Loxley, Ala.

DATE SHIPPED 10/13/36

SHIPPED TO Round Lake, Fla.

TERMS 60 Days Net

CAR Truck

200 Doz. Board Bottom Half Bu Baskets & Crown Covers @ 1.25 \$250.00

ALABAMA BASKET COMPANY

MANUFACTURERS
EUFULA, ALABAMA

CUSTOMER'S NO.

OUR INVOICE NO. 384

SOLD TO Gulf Coast Citrus Exchange, Loxley, Ala.

DATE SHIPPED 11/4/36

SHIPPED TO Ozona, Miss.

TERMS 60 Days Net.

CAR Truck

200 Doz. Board Bottom Half Bu Baskets & Crown Covers @ 1.25	250.00
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Additional Trackage to Miss.	25.00
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\$275.00

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Gulf Coast Citrus Exchange, a Corporation, to appear within thirty 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 Alabama Basket Company, a Corporation.

Witness my hand this 6th day of March, 1937.

R. L. Dush

Clerk, Circuit Court, Baldwin County,
Alabama.

1152.15
288.15 —
1440.00.