

LUSTRO SALES CO.,
Plaintiff,
VS.
LAMBERT DRUG CO.,
Defendant.

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NO. _____
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
AT LAW.

MOTION TO REQUIRE SECURITY FOR COSTS OR TO DISMISS.

Comes now the defendant, Lambert Drug Co., specially for the purpose of filing this motion and without submitting itself to the general jurisdiction of this court and shows unto the court as follows:

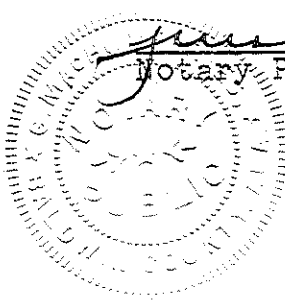
The defendant is informed and believes and on such information and belief avers that the plaintiff was at the time of the filing of this suit and is now a non resident of the State of Alabama, being a resident of Chicago, Cook County, Illinois. At the time of the filing of this suit, no security for costs was given by the Plaintiff.

WHEREFORE, the defendant moves the Court that the plaintiff be required to give security for the costs of this suit within such time as the Court shall direct, and on his failure to do so, that this suit be dismissed.

Jeffrey A. Madhewie, Jr.
Attorney for Defendant.

SWORN TO AND SUBSCRIBED BEFORE ME,
THIS THE 18th DAY OF MARCH, 1947.

[Signature]
Notary Public, Lee County, Alabama.

A circular notary seal for Lee County, Alabama, with the text "NOTARY PUBLIC" and "LEE COUNTY, ALABAMA" around the perimeter. The seal is partially obscured by the signature and the text "Notary Public, Lee County, Alabama."

NO. _____ **RECORDED**
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

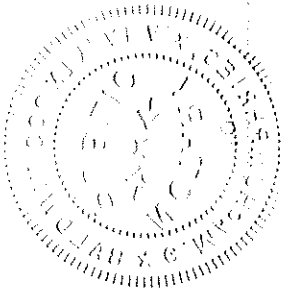
AT LAW.

EUSTRO SALES CO.,
Plaintiff,
VS.

LAMBERT DRUG CO.,
Defendant.

MOTION TO REQUIRE SECURITY
FOR COSTS OR TO DISMISS.

Filed
3-18-47
Alice J. Duck
clerk



LUSTRO SALES CO.,
Plaintiff,
VS.
LAMBERT DRUG CO.,
Defendant.

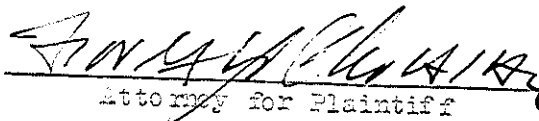
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW.

SECURITY FOR COST

Comes now, Forest A. Christian, Attorney for the Plaintiff in this case and states that the Plaintiff has deposited with him an amount sufficient to pay all costs in this cause.

The said Forest A. Christian agrees and does hereby become bound to pay all the costs for which the Plaintiff may become liable in this suit/^{now} pending in the Circuit Court.

WITNESS my hand and seal this 20th day of March, 1947.

 (SEAL)
Attorney for Plaintiff

RECEIVED

SECURITY FOR COST

LUSTRO SALES CO.,
Plaintiff

VS.

LARBENT DRUG CO.,
Defendant

FILED

MAR 24 1947

ALICE J. DUCK, Clerk

[Handwritten signature]

[Faint, mostly illegible text, possibly a transcript or notes]

[Faint, mostly illegible text, possibly a transcript or notes]

TO ANY SHERIFF OF THE STATE OF ALABAMA:

Witness my hand this the 19 day of February, 1947.

Alice J. Duck
Clerk of the Circuit Court

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

COMPLAINT

Forest A. Christian
Forest A. Christian
Attorney for Plaintiff

For my Christmas

STATE OF ILLINOIS)
)
COUNTY OF COOK)

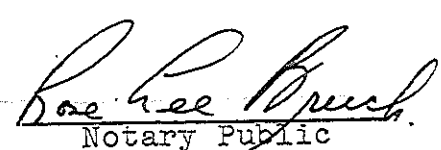
Before me the undersigned authority, personally appeared E. N. SCULLY, known to me, who being duly sworn upon his oath, states that he is co-partner in LUSTRO SALES COMPANY, and that as such, he makes this affidavit.

That on March 13, 1946, Lustro Sales Company, sold by invoice #12100, certain merchandise (an assortment of costume jewelry), which were valued at \$304.65 and that on July 8, 1946, a credit memo #5875 in the amount of \$135.00 was issued leaving a balance now due of \$169.65 on February 10, 1947, which is the amount owed by the Lambert Drug Co., Bay Minette, Alabama, after allowing all just credits.

LUSTRO SALES COMPANY



Sworn and subscribed to before me this 10th day of February, 1947.


Notary Public

Affixed seal:

RECORDED

COMPLAINT

as owner of Lambert
Drug Store

Taylor Wilkins
147 Hall

1033

Received in Office

2-19-47

Taylor Wilkins
Sheriff

LUSTRO SALES CO.,
Plaintiff

vs.

LAMBERT DRUG CO.,
Defendant

Filed

2-19-47

Reice J. Duck
Clerk

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA