

1038

CERTIFICATE OF JUDGMENT

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THE STATE OF ALABAMA, }
Baldwin County }

CIRCUIT COURT, Term, 19.....

MALLEABLE IRON RANGE CO.

Plaintiff....

No. 1038

Vs.

PHIL BRADY ELECTRIC CO.

Defendant .

I, ALICE J. DUCK, Clerk of the Circuit Court of Baldwin County,

Alabama, do hereby certify that on the 11th day of April, 1947,

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

MALLEABLE IRON RANGE CO.

was Plaintiff and PHIL BRADY ELECTRIC CO.

was Defendant, in

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

ONE SEVENTEEN AND 39/100 (\$117.39) DOLLARS

and for the sum of TWELVE AND 40/100 (\$ 12.40) DOLLARS,

the costs in said suit, and that P. A. CHRISTIAN

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

Witness my hand this 22nd day of January, 1948.

Clerk, Circuit Court, Baldwin County, Alabama.

THE STATE OF ALABAMA,)
BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Phil Brady/^{owner} Electric Co., Phil Brady, 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 the MAIZEABLE IRON RANGE CO., INC., a corporation.

Witness my hand this the 3 day of March, 1947.

Alice J. Leach
Clerk of the Circuit Court

MAIZEABLE IRON RANGE CO., a
CORPORATION ORGANIZED AND EXISTING
UNDER THE LAWS OF THE STATE OF WIS-
CONSIN,

Plaintiff

VS.

PHIL BRADY ELECTRIC CO., PHIL
BRADY, OWNER,

Defendant

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

COMPLAINT

The Plaintiff claims of the Defendant ONE HUNDRED FOURTEEN & 39/100 DOLLARS (\$114.39), due from him by account on the 2nd day of December, 1946, for merchandise, goods and chattels sold by the Plaintiff to the Defendant on the 2nd day of December, 1946, which sum of money with interest thereon is still unpaid.

Forest A. Christian
Forest A. Christian, Foley, Alabama
Attorney for Plaintiff

Received in Sheriff's Office
this 5 day of Mar., 1947
TAYLOR WILKINS, Sheriff

COMPLAINT

presented 3-8-47
serving copy of within Summons and
complaint on

Phil Brady

MAITLAND IRON RANGE CO.,
A CORPORATION,
Plaintiff

VS.

PHIL BRADY ELECTRIC CO.,
PHIL BRADY, OWNER,
Defendant

Taylor Wilkins Sheriff
by *W. T. Hall* Deputy Sheriff

Filed

3-3-47

Miss J. Neuch
clerk

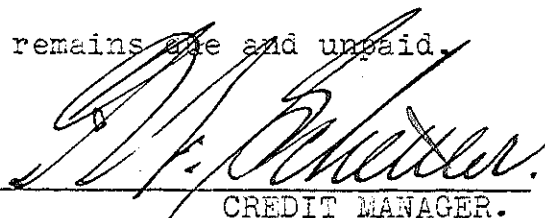
LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

State of Wisconsin)
County of Dodge) SS.

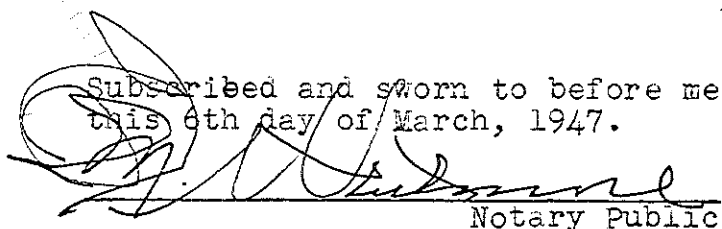
Before me, the undersigned authority, personally appeared,
F. W. Schettler, known to me, who being duly sworn upon his
oath says, that he is the Credit Manager of the Malleable Iron
Range Company, Beaver Dam, Wisconsin, and that as such, he
makes this affidavit:

That on March 22, 1946, Phil Brady Electric Company
ordered one #F156P MONARCH electric range for which the price
was \$114.39, FOB Beaver Dam, Wisconsin; that we made shipment
of this range to Phil Brady Electric Company on May 14, 1946
on terms of net cash in thirty days from date of shipment;
that on December 2, 1946, Phil Brady drew a check #148 on the
Bank of Fairhope, Fairhope, Alabama, payable to the order of
the Malleable Iron Range Company, in the amount of \$114.39, to
pay for this range, and which check was properly endorsed and
forwarded to the Bank of Fairhope, Fairhope, Alabama, for
collection, but the check was returned, marked "Returned
account of insufficient funds", the protest fees amounting to
\$2.00, and that there remains due and unpaid on said account,
after allowing all due credits, the amount of this unpaid check
\$114.39, plus the protest fees of \$2.00, or a total of \$116.39.

I am personally acquainted with these facts, because I
am Credit Manager of the Malleable Iron Range Company, and am in
a position to know that on March 6, 1947, the Phil Brady
Electric Company still owed the Malleable Iron Range Company
the amount of \$116.39, which amount remains due and unpaid.


CREDIT MANAGER.

Subscribed and sworn to before me
this 6th day of March, 1947.


Notary Public

My commission expires April 10, 1949.

MALLEABLE IRON RANGE CO.. A)
CORPORATION)

Plaintiff)

vs.)

PHIL BRADY ELECTRIC CO., PHIL)
BRADY, OWNER,)

Defendant)

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

MOTION

Comes the Plaintiff by his attorney and moves the court to render a judgment by default in the amount of ONE HUNDRED FOURTEEN & 39/100 DOLLARS (\$114.39), plus interest from December 2, 1946, which claim is verified by an affidavit of an agent for the Plaintiff.

Forest A. Christian

Forest A. Christian
Attorney at Law

My commission expires April 10, 1943.

Notary Public

This 6th day of March, 1943.
Subscribed and sworn to before me

CREDIT MANAGER.

the amount of \$116.39, which amount remains due and unpaid.
Electric Company still owed the Malleable Iron Range Company
a position to know that on March 6, 1943, the Phil Brady
as Credit Manager of the Malleable Iron Range Company, and am in

I am personally acquainted with these facts, because I
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account of insufficient funds, the protest fees amounting to
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pay for this range, and which check was properly endorsed and
the Malleable Iron Range Company, in the amount of \$114.39, to
Bank of Fairhope, Fairhope, Alabama, payable to the order of
that on December 2, 1942, Phil Brady drew a check \$114.39 on the
on terms of net cash in thirty days from date of shipment;
of this range to Phil Brady Electric Company on May 29, 1942
was \$114.39, FOB Beaver Dam, Wisconsin; the freight shipment
ordered one 1250p nonarcing electric range for which the price
That on March 23, 1943, Phil Brady Electric Company
makes this affidavit:
Range Company, Beaver Dam, Wisconsin, and that as such, he
osff says that he is the Credit Manager of the Malleable Iron
P. M. Schettler, known to me, who being duly sworn upon his
Before me, the undersigned authority, personally appeared,

WITNESSES

County of Dodge)
(ss.
State of Wisconsin)

1038

MALLEABLE IRON RANGE CO., A
CORPORATION

Plaintiff

vs.

PHIL BRADY ELECTRIC CO.,
PHIL BRADY, OWNER

MOTION

Filed

4-10-47

*Oliver J. Much
Clark*

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