

SHAW-BARTON, INC.,
An Ohio Corporation,

PLAINTIFF

VS

SOUTHERN MOTOR SERVICE
William M. Schneider,
Owner,

DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

NO. 1276

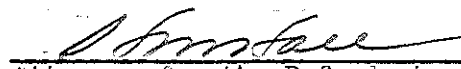
Now comes the Defendant and for answer to the Plaintiff's
Complaint, and to each paragraph thereof, separately and severally says:

1.

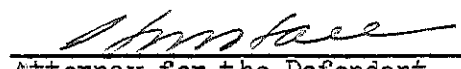
The facts therein alleged are untrue.

2.

That the account sued on was paid in full before the commence-
ment of this suit.


Attorney for the Defendant

The Defendant demands a trial by jury.


Attorney for the Defendant

RECORDED

SHAW-BARTON, INC.,
An Ohio Corporation

PLAINTIFF

VS.

SOUTHERN MOTOR SERVICE
William M. Schneider,
Owner.

DEFENDANT

FILED

JAN 12 1949

ALICE J. DICK, Clerk

SUMMONS

THE STATE OF ALABAMA,)
BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA - GREETING:

You are hereby commanded to summon SOUTHERN MOTOR SERVICE, WILLIAM M. SCHNEIDER, owner, to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against SOUTHERN MOTOR SERVICE, WILLIAM M. SCHNEIDER, owner, by SHAW-BARTON, INC., an Ohio Corporation.

Witness my hand this the 14th day of December, 1948.

W. J. G. Ch. 11/14
JURY

COMPLAINT

SHAW-BARTON, INC.,
An Ohio Corporation,

Plaintiff

vs.

SOUTHERN MOTOR SERVICE,
William M. Schneider,
owner,

Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

COUNT I

The Plaintiff claims of the Defendant the sum of ONE HUNDRED FORTY TWO & 65/100 DOLLARS (\$142.65), together with interest thereon, due from him by account on, to wit: the 1st day of January, 1948, which sum of money, with interest thereon, is still unpaid.

COUNT II

The Plaintiff claims of the Defendant the sum of ONE HUNDRED FORTY TWO & 65/100 DOLLARS (\$142.65), together with interest thereon, due from him on account state between the Plaintiff and the Defendant, on, to wit: the 1st day of January, 1948, which sum of money together with interest thereon is still unpaid.

COUNT III

The Plaintiff claims of the Defendant the sum of ONE HUNDRED FORTY TWO & 65/100 DOLLARS (\$142.65), together with interest thereon, due from him for merchandise, goods and chattels sold by the Plaintiff to the Defendant, on, to wit: the 1st day of January, 1948, which sum of money with interest thereon is still unpaid.

W. J. G. Ch. 11/14
Attorney for Plaintiff

There is attached hereto and made a part hereof the affidavit of a competent witness, made before and certified to by a Notary Public, which shows the amount owed on this claim as of January 1, 1948.

The Defendant lives at Foley, Alabama.

W. J. G. Ch. 11/14

SHAW-BARTON

INCORPORATED

ADVERTISING

CALENDARS • LEATHER • DIRECT MAIL • SPECIALTIES

COSHOCTON, OHIO

June 9, 1947
as Dec. 1

SOLD TO

COPY OF ORIGINAL INVOICE

Southern Motor Service

Foley, Ala.

ACCOUNTS RECEIVABLE RECORD

CHECK
AMOUNT _____

DISCOUNT _____

G/L
ACCT. _____

DATE
PAID _____

TERMS 1% 10 DAYS OR 30 DAYS NET FROM DATE OF INVOICE F. O. B. FACTORY. (TAX CODE: E-EXCISE, S-SALES)

SALESMAN	YOUR NUMBER	OUR NUMBER	DATE SHIPPED	VIA	DEPT.
E. W. Lacoste		130066	June 3	freight	11

QUANTITY	ITEM NO.	DESCRIPTION	AMOUNT	TRANSP. AND INS.	TAXES E - S	TOTAL
250	C-7341	Prot. Calendars	\$66.25			
100	C-7341	Prot. Calendars	25.50			
150	C-7342	Catholic Calendars	41.25			
500	Wrappers		7.50			
250	Labels		2.15			\$142.65

NO CLAIMS FOR ERRORS ALLOWED UNLESS MADE WITHIN FIVE DAYS AFTER RECEIPT OF GOODS.
PAY NO MONEY TO SALESMEN WITHOUT WRITTEN AUTHORITY FROM THE HOME OFFICE IN COSHOCTON, OHIO
GOODS COVERED BY THIS INVOICE WERE PRODUCED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF
THE FAIR LABOR STANDARDS ACT OF 1938.

STATE OFOhio.....

COUNTY OFCoshocton.....

Be it remembered, that on this 26th.....day ofNovember.....

A. D., 1948., personally appeared before me, the undersigned authority,W. E. Robinson.....
.....known to me
who being duly sworn, upon his oath stated that he is.....Credit Manager.....
ofShaw-Barton, Inc.

{ a corporation organized and doing business under the laws of the State ofOhio.....
and has been duly authorized by said corporation to make this affidavit

~~a partnership composed of~~

~~a sole trader doing business as~~

and that as such he makes this affidavit; that he is familiar with the books and business of said
.....Shaw-Barton, Inc.,.....; that the attached account against
.....Southern Motor Service.....ofFoley, Ala.

is just and correct, within the knowledge of this affiant, that the items thereon stated and composing the
said account were sold and delivered to said ...Southern Motor Service.....

at { its
~~their~~
~~this~~ } special instance and request 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 ofone hundred forty two..... 65/100 Dollars (\$.....142.65.....) with
interest fromJanuary 1,.....1948.... is justly due and remains unpaid.

I hereby certify under my official seal that I am authorized as a Notary Public
to administer oaths under the laws of the State ofOhio.....
and that the foregoing was subscribed and sworn to before me on the day and
year first above stated.

.....T. C. Norman.....
County ofCoshocton.....State ofOhio.....
Notary Public

My commission expires.....T. C. NORMAN, Notary Public.....
.....A. D. 19.....

Received in Sheriff's Office
this 14 day of Dec., 1948
TAYLOR WILKINS, Sheriff

1-6-1949

Executed 1-6-49
By serving copy of the
within on
William M. Schneider

Taylor Wilkins Sheriff
Edleigh Steadman

3201

no 1276

RECORDED

SUMMONS AND COMPLAINT

SHAW-BARTON, INC.,
An Ohio Corporation,

Plaintiff

vs.

SOUTHERN MOTOR SERVICE,
William M. Schneider, Owner

Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

Filed 12-14-48
Alice J. Duck
Clerk

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA