

SOUTHERN SHOE COMPANY, a Partner-
ship composed of JACOB COTLAR,
ISADORE COTLAR and JOSEPH COTLAR,

Plaintiff

vs.

A. J. WILSON, Individually and
doing business as FOLEY SHOE SHOP,

Defendant

IN THE CIRCUIT COURT OF


BALDWIN COUNTY, ALABAMA

AT LAW

CASE # 1285

APPEARANCE

Comes the Defendant by his attorney and makes his appearance in this case, and since this case is under netotiation for settlement, he files no answer thereto, but reserves the right to plead, answer or demur in case a compromise is not reached.


Forest A. Christian,
Attorney for Defendant

APPEARANCE

SOUTHERN SHOE COMPANY, a Partner-
ship composed of JACOB GOTLAR,
ISADORE GOTLAR and JOSEPH GOTLAR,

Plaintiffs

vs.

A. J. WILSON, Individually and
doing business as FOLEY SHOE SHOP,

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW -- CASE # 1285

FILED

FEB 3 - 1949

MACE J. DICK, Clerk

RECEIVED
FEB 3 1949
CLERK OF THE COURT
BALDWIN COUNTY, ALABAMA

RECEIVED
FEB 3 1949
CLERK OF THE COURT
BALDWIN COUNTY, ALABAMA

SUMMONS AND COMPLAINT

THE STATE OF ALABAMA, }
BALDWIN COUNTY }

CIRCUIT COURT, BALDWIN COUNTY

No. 4255

-----TERM, 194-----

TO ANY SHERIFF OF THE STATE OF ALABAMA

You Are Hereby Commanded to Summon A. J. Wilson, individually and
d/b/a/ Foley Shoe Shop

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

A. J. Wilson, individually and d/b/a Foley shoe Shop, Defendant-----

by Southern Shoe Company, Plaintiff-----

Witness my hand this 10th day of January 1949

Wing J. Duck, Clerk.

No. _____

Page

THE STATE of ALABAMA,

BALDWIN COUNTY

CIRCUIT COURT

Plaintiffs

VS.

Defendants

SUMMONS and COMPLAINT

Filed _____, 194_____

Clerk

Plaintiff's Attorney

Defendant's Attorney

Moore Printing Co.

Defendant lives at

RECEIVED IN OFFICE

-, 194_ _ _ _

_____, Sheriff

I have executed this summons

this _____, 194____

by leaving a copy with

Sheriff

Deputy Sheriff

SOUTHERN SHOE COMPANY, a Partner-
ship composed of JACOB COTLAR, ISADORE
COTLAR and JOSEPH COTLAR,

Plaintiff

- vs -

A. J. WILSON, Individually and doing
business as FOLEY SHOE SHOP,

Defendant

L A W

CIRCUIT COURT OF

BALDWIN COUNTY,

ALABAMA

COUNT I.

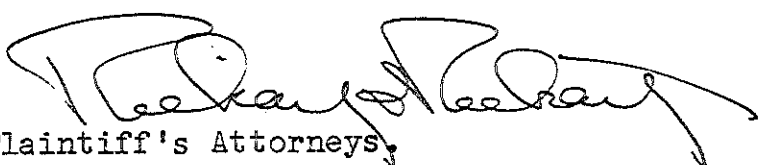
The Plaintiff claims of the Defendant ONE HUNDRED FORTY SIX and 46/100 DOLLARS (\$146.46) due from him by account on to-wit, the 7th day of February, 1948, all of which sums of money with interest thereon from the 7th day of February, 1948, is still due and unpaid.

COUNT 2.

The Plaintiff claims of the Defendant the sum of ONE HUNDRED FORTY SIX and 46/100 DOLLARS (\$146.46) for goods, wares and merchandise sold by Plaintiff to Defendant on to-wit, the 7th day of February, 1948, all of which sums of money with interest thereon is still due and unpaid.


Plaintiff's Attorneys.

The account shown on which this action is based is evidenced by an itemized and verified statement filed herewith.


Plaintiff's Attorneys.

STATE OF ALABAMA:

BALDWIN COUNTY:

CIRCUIT COURT OF

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby command to summon A. J. WILSON, Individually and doing business as FOLEY SHOE SHOP, 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 A. J. Wilson, Individually and doing business as FOLEY SHOE SHOP, Defendant, by SOUTHERN SHOE COMPANY, A Partnership composed of JACOB COTLAR, ISADORE COTLAR and JOSEPH COTLAR, Plaintiff

Witness my hand this day of 1949.

CLERK.

THE STATE OF ALABAMA
Baldwin County

CIRCUIT COURT

SOUTHERN SHOE COMPANY, a Part-
nership composed of JACOB COTLAR
ISADORE COTLAR and JOSEPH COTLAR

Plaintiff

- vs -

A. J. WILSON, Individually and
doing business as FOLEY SHOE
SHOP,

Defendant

SUMMONS AND COMPLAINT

Filed 1-11-1949 1949.
..... Reich J. Reich Clerk

RICKARBY & RICKARBY
Plaintiff's
Attorney

this 10 day of Jan, 1949
TAYLOR WILKINS, Sheriff

Defendant lives at:

Foley, Alabama

1-11-1949

returned _____ day of _____
of found in any county after diligent search and in-
quiry.

By Taylor Wilkins Sheriff
Deputy Sheriff

Executed 1-11 19 49
by serving copy of within Summons and
Complaint on

A. J. Wilson
Individually & doing
business as Foley Shoe Shop

Taylor Wilkins Sheriff
Edmund Steadham Deputy Sheriff

1285

RAYMOND 0469

STATEMENT

IN ACCOUNT WITH

SOUTHERN SHOE COMPANY

WHOLESALEERS

537 IBERVILLE ST.

NEW ORLEANS 16, LA.

Feley Shoe Shop
Feley, Ala

Jan 21	129.00	
26	18.25	
Feb 7	<u>63.71</u>	210.96
June 7 on account		<u>64.50</u>
Balance		<u>146.46</u>

ORDER NO 762

SOUTHERN SHOE COMPANY

WHOLESALEERS OF

MEN'S, BOYS', LADIES' AND CHILDREN'S SHOES

537 IBERVILLE STREET

NEW ORLEANS 16, LA.

Date 1/21/48

Shipped via
Abb's

Terms

Net 30 days

SOLD BY **Mervay**SOLD TO Foley Shoe ShopFoley, Ala.

INTEREST OF 6% PER ANNUM AFTER MATURITY OF INVOICE

QTY	STOCK NO.	PAIRS	DESCRIPTION	SIZES	PRICE	
1	3711	12		6/11	5.50	66.00
1	3671	12		"	5.25	63.00
		<u>24</u>				<u>129.00</u>
<u>DUPLICATE INVOICE</u>						

No claims allowed after three days from receipt of goods. We are not responsible for non-delivery or for loss or damage to goods in transportation. Goods returned without special agreement not accepted.

ORDER NO 846
~~XXXX~~

SOUTHERN SHOE COMPANY

WHOLESALEERS OF
MEN'S, BOYS', LADIES' AND CHILDREN'S SHOES

537 IBERVILLE STREET
NEW ORLEANS 16, LA.

Date 1/26/48

SOLD BY Morvay

Shipped via

P.P.

Terms

SOLD TO, Foley Shoe Shop

Net 30 days

Foley, Ala.

INTEREST OF 6% PER ANNUM AFTER MATURITY OF INVOICE

CASE NO.	STOCK NO.	PAIRS	DESCRIPTION	SIZES	PRICE	
1	5790	12		2/4	1.50	18.00
					P.P.	.25
						<u>18.25</u>

DUPLICATE INVOICE

No claims allowed after three days from receipt of goods. We are not responsible for non-delivery or for loss or damage to goods in transportation. Goods returned without special agreement not accepted.

ORDER NO 1037

SOUTHERN SHOE COMPANY

WHOLESALEERS OF

MEN'S, BOYS', LADIES' AND CHILDREN'S SHOES

Date 2/7/48

SOLD BY Mervay

537 IBERVILLE STREET

NEW ORLEANS 16, LA.

Shipped via
P.P.

Terms

SOLD TO Foley Shoe Shop

Net 30 days

Foley, Ala.

INTEREST OF 6% PER ANNUM AFTER MATURITY OF INVOICE

BASE NO.	STOCK NO.	PAIRS	DESCRIPTION	SIZES	PRICE	
	2061	2		4/6	6.60	13.20
	5078	12		12/3	1.85	22.20
	5648	12		12/3	2.30	27.60
		26				63.00
					P.P.	.71
						63.71

DUPLICATE INVOICE

No claims allowed after three days from receipt of goods. We are not responsible for non-delivery or for loss or damage to goods in transportation. Goods returned without special agreement not accepted.

STATE OF Louisiana
Parish
COUNTY OF Orleans

Before me, the undersigned authority in and for aforesaid county and state,
who as a notary public under my seal of office, which seal of office is hereto attached, personally appeared Isadore Cotlar known to me,
who being duly sworn, upon his oath stated he is a partner
of _____ a corporation organized and doing business under the laws of _____
; a partnership composed of Jacob, Isadore & Joseph Cotlar
; a sole trader doing business as _____
; that as such he makes this affidavit; that he is familiar with the books and business of Southern Shoe Co., ; that the attached account against Foley Shoe Shop is just and correct within the knowledge of this affiant; that he has authority to make this affidavit and that he has personal knowledge of the matters contained herein; that the items thereon stated and composing the said account were sold and delivered to the said Foley Shoe Shop at the special instance and request of the 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 Forty Six Dollars (\$146.46) with interest \$146.46 from Jan. 21, 1948, 1948 is justly due and remains unpaid.

Isadore Cotlar

Sworn to, subscribed, acknowledged, signed and sealed before me, as a notary public under my seal of office, with my seal hereto affixed on this the 16th day of December, 1948

[Signature]
A Notary Public in and for the

State of Louisiana
County of Parish of Orleans

701284-

Southern Shoe Company
a Partnership composed of
Jacob Cotler, Theodore Cotler, Joseph Cotler

vs.

A. J. Wilson, individually and
d/b/a Foley Shoe Shop.

Filed

12-10-49

W. J. Clark
Clerk

LAW OFFICES

ELLIOTT G. RICKARBY

RICKARBY & RICKARBY
FAIRHOPE, ALABAMA

E. G. RICKARBY, JR.

February 17, 1949

Mrs. Ellice J. Duck
Clerk Circuit Court
Bay Minette, Alabama

Dear Mrs. Duck:

With this we are sending you check for
\$2.00, which together with deposit for cost pays
the cost in the Southern Shoe Company vs. A. J.
Wilson case.

Please dismiss this case.

Yours very truly,

RICKARBY & RICKARBY

by:-

E. G. Rickarby, Jr.
Att'y for RL

EGR,jr:rs
546

encl.

CC: Mr. Forest Christian
Foley, Alabama

LAW OFFICES

ELLIOTT G. RICKARBY

RICKARBY & RICKARBY
FAIRHOPE, ALABAMA

E. G. RICKARBY, JR.

January 7, 1949

Mrs. Alice J. Duck
Clerk Circuit Court
Bay Minette, Alabama

Dear Mrs. Duck:

With this we hand you the case of
Southern Shoe Company vs. A. J. Wilson
d/b/a/ Foley Shoe Shop.

Defendant's address is Foley. Please
have papers served and oblige.

We are enclosing \$10.00 as security
for costs.

Yours very truly,

RICKARBY & RICKARBY

by:- 

EGRjr:la

546.

CC: Mr. Allan R. Cameron
P. O. Box 115
Mobile, Ala.
encls.