

1478

THE BRUNSWICK-BALKE-COLLENDER CO.,
A Corporation,

Plaintiff

LAW

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

Vs.

W. F. HAWIE, SR.,

Defendant

COMPLAINT

COUNT 1: The Plaintiff claims of the Defendant the sum of Eight Hundred Twenty-Nine Dollars and Sixteen cents (\$829.16) due by promissory note made by him on the 24th day of June 1949 and payable in monthly installments of One Hundred Sixty Five Dollars and Eighty-Four Cents \$165.84, due on the 15th day of each month, commencing on October 15, 1949 and continuing until February 15, 1950 together with interest thereon since maturity.

The Plaintiff further avers that by the terms of said note the Defendant waived all rights of exemption as to personal property as against any process that might issue for the collection thereof and further agreed to pay a reasonable Attorney's fee if same be placed in the hands of an Attorney for collection, which fee Plaintiff now claims in the additional sum of One Hundred Fifty Dollars (\$150.00).

COUNT 2: The Plaintiff claims of the Defendant the sum of Twenty Dollars and Seventy-nine Cents (\$20.79) due from him by an account on towit, the 2nd day of December 1949 which sum of money together with the interest thereon is due and unpaid.

RICKARBY & RICKARBY

By: *E. L. Rickarby*
Attorney for Plaintiff

The account upon which this action is based is evidenced by itemized verified statement filed herewith.

RICKARBY & RICKARBY

By: *E. L. Rickarby*
Attorney for Plaintiff

SUMMONS AND COMPLAINT

THE STATE OF ALABAMA, }
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. _____

_____ TERM, 194_____

TO ANY SHERIFF OF THE STATE OF ALABAMA :

You Are Hereby Commanded to Summon W. F. HAWIE, SR.

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 THE HAWIE, SR.

W. F. HAWIE, SR., Defendant....

by THE BRUNSWICK-BALKE-COLLENDER CO., A Corporation

_____, Plaintiff....

Witness my hand this 23rd day of March 1942

W. F. Hawie, Clerk.

RECORDED

No. 1478

Page

THE STATE of ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT

THE BRUNSWICK-BALKE-

COLLENDER Co., A Corporation
Plaintiffs

vs.

W. F. HAWIE, SR.

Defendants

SUMMONS and COMPLAINT

Filed 3-23, 1948

W. F. Hawie Clerk

RICKARBY & RICKARBY

Plaintiff's Attorney

Defendant's Attorney

Moore Printing Co.

Defendant lives at

Fairhope Casino, Fairhope, Ala.

RECEIVED IN OFFICE

, 1948

, Sheriff

I have executed this summons

this March 27, 1948
by leaving a copy with

W. F. Hawie

Taylor Wilkin Sheriff

W. F. Hawie Deputy Sheriff

ELLIOTT G. RICKARBY

LAW OFFICES
RICKARBY & RICKARBY
FAIRHOPE, ALABAMA

E. G. RICKARBY, JR.

March 21, 1950

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

Dear Mrs. Duck,

IN RE: THE BRUNSWICK-BALKE-COLLENDER CO.
VS. W. F. HAWIE, SR.

With this we are handing you Summons and
Complaint and itemized statement of account and
deposit for costs in the sum of \$25.00. The
deposit is made by Clients check to us.

Please issue process and oblige.

Yours very truly,

RICKARBY & RICKARBY
By: 

EGRjr:rd
776

cc: Brunswick-Balke-
Collender Co.

Encls.

ELLIOTT G. RICKARBY

LAW OFFICES
RICKARBY & RICKARBY

FAIRHOPE, ALABAMA

E. G. RICKARBY, JR.

May 2, 1950

Mrs. Alice J. Duck
Clerk of the Circuit Court
Baldwin County, Alabama
Bay Minette, Alabama

Dear Mrs. Duck:

BRUNSWICK-BALKE-COLLENDER COMPANY (Inc.)
-vs- W. F. HAWIE, Sr.
#1478

In this case, we hand you original promissory note, affidavit of attorney's fees verified by E. A. Cramer, Esq., and request that you have the Judge enter judgment by default for us with waiver of exemptions, as follows:

Principal	\$ 829.16
Interest since maturity	
to April 24, or 40 months at	
6% on \$165.84	<u>33.16</u>

Attorney's fee	<u>862.32</u>
	<u>150.00</u>

Judgment with waiver of exemptions	\$ 1,012.32
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Open Account	\$20.79
Interest from	<u>45</u>
2 Dec. 49 to 2 May '50	<u>447.32</u>
	<u>.51</u>

Judgement without waiver of exemptions	\$21.30
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An itemized verified statement of the account is filed with the Court already.

Thank you.

Yours very truly

RICKARBY & RICKARBY

By: 

EGR, Jr.:M

Enc.

CC: Brunswick-Balke-Collender Co.

REPORT OF THE

COMMISSIONER OF THE

STATE OF NEW YORK

1478

REPORT OF THE COMMISSIONER OF THE STATE OF NEW YORK

FOR THE YEAR 1900

ALBANY: J. B. LIPPINCOTT & CO., 1901.

8751

REPORT OF THE COMMISSIONER OF THE STATE OF NEW YORK

FOR THE YEAR 1900

ALBANY: J. B. LIPPINCOTT & CO., 1901.

REPORT OF THE COMMISSIONER OF THE STATE OF NEW YORK

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REPORT OF THE COMMISSIONER OF THE STATE OF NEW YORK

FOR THE YEAR 1900

RECORDED

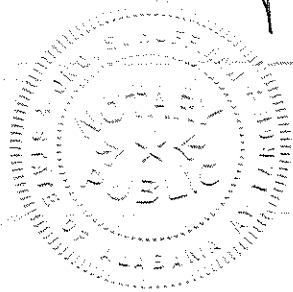
Before me, the undersigned Notary Public, personally appeared E. A. CRAMER, who being first duly sworn, deposes and says he is an attorney at law, practicing in Baldwin County, Alabama, and, as such, is familiar with the usual and customary charges for services rendered in filing suits in Baldwin County, Alabama, and that he has looked over the note signed by W. F. HAWIE, Jr., and payable to the BRUNSWICK-BALKE COLENDAR COMPANY for EIGHT HUNDRED TWENTY-NINE and 16/100 DOLLARS (\$829.16) and that the sum of ONE HUNDRED FIFTY DOLLARS (\$150.00) is a reasonable and proper charge for the Plaintiff's Attorney in a suit on this note.

E. A. Cramer
E. A. CRAMER, Affiant

Subscribed and sworn to before me
this the 1st day of MAY, 1950.

Jno. S. Huffman
Notary Public

Jno. S. Huffman, Notary Public
State of Alabama
My Commission Expires Nov. 4, 1953



RECORDED

Before me, the undersigned Notary Public, personally appeared E. A. CRAMER, who being first duly sworn, deposes and says to be an attorney at law, practicing in Baldwin County, Alabama, and, as such, is familiar with the usual and customary charges for services rendered in filing suits in Baldwin County, Alabama, and that he has looked over the note signed by W. F. HART, Jr., and payable to the BRUNSWICK-BALAN COMPANY for eight HUNDRED TWENTY-FIVE and 10/100 DOLLARS (\$825.10) and that the sum of ONE HUNDRED FIFTY DOLLARS (\$150.00) is a reasonable and proper charge for the Plaintiff's attorney in a suit on this note.

Filed 5-3-57

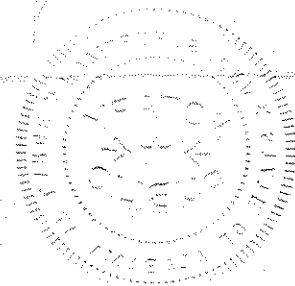
W. F. HART, Jr.

[Signature]
E. A. CRAMER, Notary Public

Subscribed and sworn to before me
this 1st day of MAY, 1950.

[Signature]
Notary Public

Notary Public
My Commission Expires May 4, 1953



CONDITIONAL SALE CONTRACT NOTE

\$829.16

FAIRHOPE

ALABAMA

JUNE

24th

1949

Amount

City

State

Date

FOR VALUE RECEIVED, the undersigned (if more than one, then jointly and severally) promises to pay to the order of
THE BRUNSWICK-BALKE-COLLENDER COMPANY (Inc.)

EIGHT HUNDRED TWENTY-NINE & 16/100 - - - - - Dollars
at its office, 623-633 South Wabash Avenue, Chicago, Illinois, (or at such other place as the legal holder hereof may from time to time appoint), at the time or times stated in the schedule of payments herein, with interest thereon after maturity at the rate of 6 per cent per annum, together with exchange. In the event this note is placed with an attorney or agent for collection a reasonable amount may be added as collection charge.

SCHEDULE OF PAYMENTS

\$165.84	on	Oct. 15/1949	;	\$	on	-----	;	\$	on	-----	;
\$165.83	on	Nov. 15/1949	;	\$	on	-----	;	\$	on	-----	;
\$165.83	on	Dec. 15/1949	;	\$	on	-----	;	\$	on	-----	;
\$165.83	on	Jan. 15/1950	;	\$	on	-----	;	\$	on	-----	;
\$165.83	on	Feb. 15/1950	;	\$	on	-----	;	\$	on	-----	;
\$ --	on	---	;	\$	on	-----	;	\$	on	-----	;
\$ --	on	---	;	\$	on	-----	;	\$	on	-----	;
\$ --	on	---	;	\$	on	-----	;	\$	on	-----	;
\$ --	on	---	;	\$	on	-----	;	\$	on	-----	;
\$ --	on	---	;	\$	on	-----	;	\$	on	-----	;
\$ --	on	---	;	\$	on	-----	;	\$	on	-----	;
\$ --	on	---	;	\$	on	-----	;	\$	on	-----	;
\$ --	on	---	;	\$	on	-----	;	\$	on	-----	;
\$ --	on	---	;	\$	on	-----	;	\$	on	-----	;
\$ --	on	---	;	\$	on	-----	;	\$	on	-----	;

If any installment is not paid at the time and place specified herein, the entire amount unpaid shall be due and payable forthwith at the election of the holder of this note without notice. The acceptance of any payment by the holder hereof after the time when it becomes due as herein set forth shall not be held to establish a custom or to waive any rights of the holder, whether to enforce prompt payment of any further installment or otherwise.

And the undersigned hereby jointly and severally authorize irrevocably any attorney of any Court of Record to appear for the undersigned in such court, in term time or vacation, at any time hereafter and confess a judgment or judgments without process, in favor of the holder hereof, for such amount as may appear to be unpaid or declared due and payable hereon, together with costs and reasonable attorney's fees, and do waive and release all errors which may intervene in any such proceedings, and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof, and waiving all benefits of valuation, appraisalment, homestead and other exemption laws, present and future.

All makers, endorsers and guarantors hereon waive all notice of protest, presentment, nonpayment and demand.

This note is given in conformity with the provisions of a Conditional Sale Contract, executed by the undersigned, bearing even date herewith.

If this note or the aforesaid Conditional Sale Contract is executed in, or if the property described in such contract is situated in, any jurisdiction where the inclusion of a provision authorizing judgment by confession is prohibited by law, then such provision in this note shall be utterly null and shall be treated as though it did not appear.

Sign here if NOT a
partnership, corporation
club or association

att.# 37628

W. F. HAWIE, SR. (SEAL)

W. F. Hawie Sr. (SEAL)

(SEAL)

Sign here if a
partnership, corporation
club, association, etc.

(Name of corporation, club, etc.)

Attest:

By: _____

CORPORATE

Title: _____

SEAL HERE

Secretary

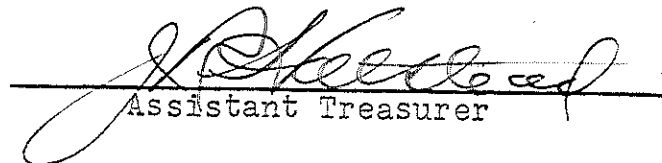
By: _____

Title: _____

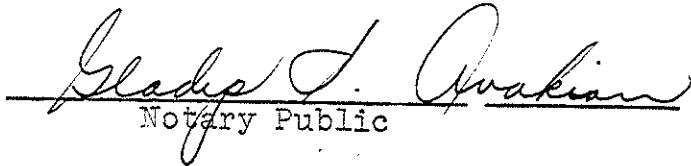
State of ILLINOIS

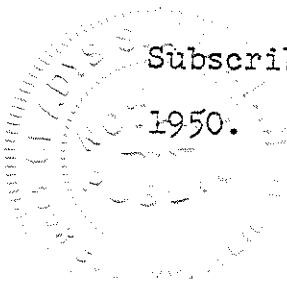
County of COOK

Before me the undersigned notary public in and for said State and county personally appeared J. R. HALSTEAD who, being first duly sworn, deposed and said that he is the Assistant Treasurer of The Brunswick-Balke-Collender Company and as such has knowledge of the correctness of the account between said firm and W.F. Hawie, Sr. and that the attached itemized statements correctly shows that the balance of Twenty Dollars and Seventy-Nine Cents (\$20.79) by open account is still due and unpaid.


Assistant Treasurer

Subscribed and sworn to before me this the 10th day of March
1950.


Notary Public



THE BRUNSWICK-BALKE-COLLENDER COMPANY

223 IVY STREET, N. E.

ATLANTA 1, GEORGIA

W. F. HAWIE
 FAIRHOPE BOWLING CENTER
 FAIRHOPE, ALABAMA

PAY
 LAST
 AMOUNT
 IN
 BALANCE
 COLUMN



PLEASE DETACH AND RETURN WITH YOUR REMITTANCE

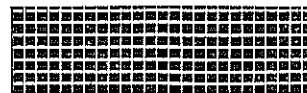
DATE	REFERENCE	CHARGES	CREDITS	BALANCE
			BAL. FORWARD	
<u>1949</u>				
Nov 23	8737	7.50		7.50
Dec 1	8736	98.51		106.01
Dec 2	8736-1	14.22		120.23
<u>1950</u>				
Feb 21	87--CM		99.44	20.79

This statement lists the only credits or discounts to which the buyer is entitled.
 Further deductions of unearned discount may involve the buyer in a Robinson-Patman Act violation.

INVOICE

THE BRUNSWICK-BALKE-COLLENDER COMPANY

223 IVY STREET, N.E., ATLANTA 1, GEORGIA



DATE BOOKED 11/22	BRANCH 3	CUSTOMER CODE 3286	TERRITORY 2	ORDER NUMBER 8737	STATE -	TERMS 2% 10TH PROX.	SHIPPED VIA P.P. 8952	SHIP FROM 3
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SOLD TO

SHIP TO

W.F. HAWIE
FAIRHOPE BOWLING CENTER
FAIRHOPE, ALA.

DATE SHIPPED:

11/23/49

INVOICE DATE:

11/23/49

INTERNAL INVOICE NO.

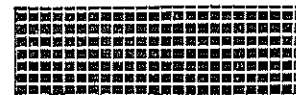
NO DISCOUNT IS DEDUCTIBLE ON TAXES, LABOR OR TRANSPORTATION CHARGES

QUANTITY ORDERED	UNIT OF SALE	ITEM NUMBER	DESCRIPTION	PRICE	QUANTITY SHIPPED	AMOUNT
1	M	10-30-2	#420 TEN PIN SCORESHEETS 17x22 3/4"	6.25		6.25
			P.P.			1.00
			INS.			.10
						7.35
			3% 2% ALA. USE TAX.			.15
						7.50
			SEE ORDER #8736.			

INVOICE

THE BRUNSWICK-BALKE-COLLENDER COMPANY

223 IVY STREET, N.E., ATLANTA 1, GEORGIA



DATE BOOKED 11/22 BRANCH 3 CUSTOMER CODE 3286 TERRITORY 2 ORDER NUMBER 8736 STATE 1 TERMS 25 10TH PROM.

SHIPPED VIA P.P. 14482
14483 SHIP FROM 5

SOLD TO

SHIP TO

W.F. HAWIE
FAIRHOPE BOWLING CENTER
FAIRHOPE, ALA.

DATE SHIPPED: 11/20/49

INVOICE DATE: 12/17/49

INTERNAL INVOICE NO.

9713

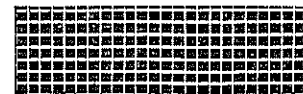
NO DISCOUNT IS DEDUCTIBLE ON TAXES, LABOR OR TRANSPORTATION CHARGES

QUANTITY ORDERED	UNIT OF SALE	ITEM NUMBER	DESCRIPTION	PRICE	QUANTITY SHIPPED	AMOUNT
12	PAIR	109-42	GROWING GIRLS LINED SHO. ELK OX. R.H. SIZES 2/5, 2/5½, 2/6, 2/6½, 2/7, 1/7½, 1/8.	4.52	9X	40.68
12	PAIR	109-40	TEEN AND BOYS LINED SHO. ELK OX. R.H. SIZE 2/7½, 2/8, 2/8½, 2/9, 2/9½, 2/10.	4.52	12	54.24
			P.P.			34.92
			INS.			3.09
			ABOVE ITEMS AT LIST LESS C. COMM.			50
						98.51
			NO TAX-FOR RESALE.			
			SEE ORDER #8737.			

INVOICE

THE BRUNSWICK-BALKE-COLLENDER COMPANY

223 IVY STREET, N.E., ATLANTA 1, GEORGIA



DATE BOOKED 11/22/49 BRANCH 3 CUSTOMER CODE 3286 TERRITORY 2 ORDER NUMBER 3756-1 STATE 1 TERMS 2% 10% PROX.

SHIPPED VIA P.P. 14788

SHIP FROM 5

11/28/49
SOLD TO

SHIP TO

W. F. HAYIE
FAIRHOPE BOWLING CENTER
FAIRHOPE, ALA.

DATE SHIPPED:

11/30/49

INVOICE DATE:

12/2/49

INTERNAL INVOICE NO.

9878

NO DISCOUNT IS DEDUCTIBLE ON TAXES, LABOR OR TRANSPORTATION CHARGES

QUANTITY ORDERED	UNIT OF SALE	ITEM NUMBER	DESCRIPTION	PRICE	QUANTITY SHIPPED	AMOUNT
3	pr.	209-42	J. S. LINED SHOVED SLX OX. Rd	4.52	3	13.56
			2/7, 1/8 P.P.			.51
			LIST LESS C. COMM.	1/5.		.15
			NO TAX FOR RESALE			14.22
			SEE ORDER #8757			

CREDIT MEMO

THE BRUNSWICK-BALKE-COLLENDER COMPANY

OUR ORDER NO.	CUSTOMER CODE	BRANCH	TERRITORY	ORIG. DATE ORDERED	CREDIT MEMO NO.	C/M DATE	STATE	MOSE. RET'D TO
8736-1	3286	3	2	12-2-49	87	2-21-50	1	3

CREDIT

W. P. RAWIE
FAIRHOPE BOWLING CENTER
FAIRHOPE, ALA.

AUTHORIZED BY
DAB

REC. TICKET NO.
272

P. C. R. NO.

C/A

CUSTOMER ORDER NO. _____

QUANTITY ORDERED	UNIT OF SALE	ITEM NUMBER	DESCRIPTION	PRICE	AMOUNT
12	Pr	109-42	GROWING GIRLS LINED SMO. BLK OX. R. H. SIZES 2/5, 2/5½, 2/6, 2/6½, 2/7, 1/7½, 1/8	4.52	54.24
10	Pr	109-40	SMOKED BLK BOL OX R. H, SIZES 1/7½, 2/8, 2/8½, 2/9, 1/9½, 2/10	4.52	45.20
			Credit		99.44
			(30. TAX FOR RESALE)		

1478

RECORDED

The Brunswick Bulke
Collender Co. a corp.

VS.

W. F. Hawie sr.

on account

Filed 3-23-50

quicker
clerk

Reckard by.