

ELLIOTT G. RICKARBY
DECEASED

RICKARBY & RICKARBY
FAIRHOPE, ALABAMA

E. G. RICKARBY, JR.

23 July 1952

1839

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

Re: Spalding Bfos.
Vs: Sportsman's Store

Dear Mrs. Duck:

With this we are handing you summons and complaint
in the above mentioned matter together with \$15.00
deposit for costs.

Please issue process and oblige.

Yours very truly,


E. G. Rickarby, Jr.

EGRjr/fc
1347

cc: Messrs. Sklar & Pearl
cc: Mr. Ben Huxford

721839

A. G. Spalding & Bros

VS

Ben Axford

A. G. SPAULDING & BROS.,
a Corporation,
Plaintiff

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY NO.

-VS-

BEN H. HUXFORD,
Defendant

C O M P L A I N T

COUNT ONE: The Plaintiff claims of the Defendant ONE THOUSAND FORTY-SIX and 26/100 DOLLARS (\$1046.26) due by promissory note made by him on the 13th day of February, 1952 with interest at six per cent (6%) and payable on the to-wit, the 10th day of June, 1952 with interest thereon and the Plaintiff avers that in the said note and as a part of the consideration thereof, the Defendant has expressly waived his rights to claim personal property as exempt to him under the Constitution and laws of the State of Alabama and agreed to pay an attorneys fee for the collection thereof and the Plaintiff hereby claims the sum of ONE HUNDRED FIFTY DOLLARS (\$150.00) as such attorneys fee.

RICKARBY & RICKARBY

By: 

E. G. Rickarby, Jr.,
Attorney for Plaintiff

SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,

BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No.

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon BEN H. HUXFORD

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 _____

BEN H. HUXFORD

_____, Defendant

by A. G. SPALDING & BROS., a Corporation

_____, Plaintiff.....

Witness my hand this 26th day of July 1952

W. J. Henshaw, Clerk

No. 1839 **RECORDED**

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

A. G. SPAULDING & BROS.

Plaintiffs

vs.

BEN HUXFORD

Defendants

SUMMONS and COMPLAINT

Filed 7-26, 1952

Alfred J. Leach, Clerk

RICKARBY & RICKARBY

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED IN OFFICE

July 26, 1952
Lester Walker, Sheriff

I have executed this summons

this

by leaving a copy with

Ben Huxford

Lester Walker, Sheriff
John Horn, Deputy Sheriff

The undersigned endorser assumes the contract shown by the face of this note.

payable at the rate of \$2.00 plus interest on the 10th of each month by March 10 5-12 until paid in full.

[illegible]

BANK OF FAIRHOPE

\$ 1746 ²⁶/₁₀₀

FAIRHOPE, ALA., 13 Feb 52

As scheduled after date, without grace, I or We promise to pay to the
order of BANK OF FAIRHOPE A. G. Spalding & Bros.

Twelve hundred forty-six & 26/100 DOLLARS
for value received. Payable at THE BANK OF FAIRHOPE, FAIRHOPE, ALA. with interest at 6%

The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself hereby severally agrees to pay this note and waives as to this debt, or any renewal thereof, all right to exemption under the constitution and laws of Alabama, or any other state, as to personal property and they each severally agree to pay all costs of collecting, or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise. And the maker, endorser, surety or guarantor of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, and they agree that time of payment may be extended without notice to them of such extension. The bank at which this note is payable is hereby authorized to apply on or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them.

Witness _____ hand _____ and seal _____ this, the _____ day of _____, 19 _____.

Ben. H. Hargrove (Seal)
(The Sportsman's Store) (Seal)

ATTEST _____

Returned By
Bank of Fairhope

Fairhope, Ala.

To

Atlanta Cleaning
No more

- ☒ Insufficient Funds
- ☐ Account Closed
- ☐ No Account
- ☐ Evidently Drawn on Us in Error
- ☐ Not on Us
- ☐ Drawn Against Uncollected Fund
- ☐ Endorsement Missing
- ☐ " Incorrect
- ☐ Guarantee Endorsement
- ☐ Signature Not Authorized
- ☐ " Missing
- ☐ " Incorrect
- ☐ " Not Satisfactory
- ☐ No Instructions to Pay
- ☐ Payment Stopped
- ☐ Guarantee Amount
- ☐ Dated Ahead
- ☐ Not Dated
- ☐ Clearing Stamp
- ☐ Account Attached
- ☐ Voucher Detached
- ☐ Savings Check, Must Be Accompanied By Pass Book

ALA. STA. CO. — MOBILE

Atlanta Cleaning

THE SPORTSMAN'S STORE

"ON MOBILE BAY"

No. 2001

FAIRHOPE, ALA.

Oct 19 52

Y TO THE
ORDER OF

W. Spalding & Bros
Three hundred fifty Seven & 27/100

\$ 357.27

DOLLARS

THE SPORTSMAN'S STORE

BANK OF FAIRHOPE

61-461

FAIRHOPE, ALA.

BY

Ben H. Huxford

NO. 61-461 SUPPLY FORM A

06120-1952

W. H. King & Bros
Real Estate

CITIZENS AND SOUTHERN NATIONAL BANK
ATLANTA, GA
64-5
ORDER OF
Central Penn National Bank of Philadelphia
SKILLMAN and PEARL, Attorneys
GUARANTEED

CITIZENS & SOUTHERN
NATIONAL BANK
ATLANTA, GA
64-5

1518 Walnut
✓

ATLANTA, GA
64-5
CITIZENS AND SOUTHERN NATIONAL BANK
ATLANTA, GA
64-5
ORDER OF
Central Penn National Bank of Philadelphia
SKILLMAN and PEARL, Attorneys
GUARANTEED

CITIZENS AND SOUTHERN NATIONAL BANK
ATLANTA, GA
64-5
ORDER OF
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SKILLMAN and PEARL, Attorneys
GUARANTEED

B. VA. NOV 3 1952

ELLIOTT G. RICKARBY
DECEASED

LAW OFFICES
RICKARBY & RICKARBY
FAIRHOPE, ALABAMA

E. G. RICKARBY, JR.

6 February 1953

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

Dear Mrs. Duck:

Re: A. G. Spalding Bros.
Vs: Ben Huxford d/b/a
Sportsmans Store
LAW Side-Non Jury

Please see that this case is set so that it will come
up at the next non-jury term which is Tuesday, February
17th and oblige.

Yours very truly,


E. G. Rickarby, Jr.

R/i
1547
cc: Sklar & Pearl
cc: Mr. Ben Huxford

ELLIOTT G. RICKARBY
DECEASED

LAW OFFICES
RICKARBY & RICKARBY
FAIRHOPE, ALABAMA

E. G. RICKARBY, JR.

8 November 1952

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

Dear Mrs. Duck:

Re: Spalding Bros.
Vs: Sportsman Store

This is to confirm conversation this morning and
I request that the case of Spalding Vs. Huxford be
kept on the docket and set for the next term of
Court.

Yours very truly,


E. G. Rickarby, Jr.

R/i
1347
cc: Mr. Ben Huxford
cc: Dup. to Client

ELLIOTT G. RICKARBY
DECEASED

RICKARBY & RICKARBY
FAIRHOPE, ALABAMA

E. G. RICKARBY, JR.

18 March 1953

Honorable Hubert M. Hall
Judge Circuit Court
Bay Minette, Alabama

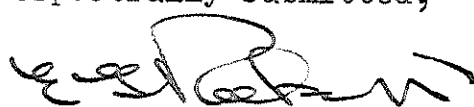
Dear Judge Hall:

Re: Spalding Bros.
Vs: Sportsman's Store

In this case the balance is \$357.49 with interest from 15 October, 1952, of \$8.94, making a total of \$366.41, as shown by enclosed note and check.

Request judgment for \$366.41 with waiver of exemption for this amount.

Respectfully submitted,


E. G. Rickarby, Jr.

R/i

cc: Sklar & Pearl

cc: Ben Huxford

1839

1839

FILED

3-23-53

ALICE J. DUFF, CLERK