

2076

ALMUR S. WHITING

ATTORNEY AT LAW

TELEPHONES:
OFFICE: 2-3604
RESIDENCE: 6-6226

August 28, 1953

ANNEX, FIRST NATIONAL BANK BUILDING
SUITE 708-9
MOBILE 6, ALABAMA

P. O. BOX 988

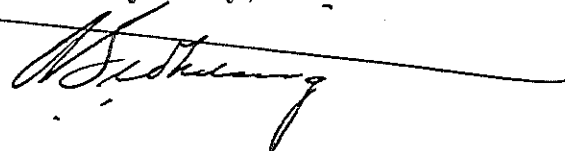
Hon. Alice J. Duck,
Clerk of Circuit Court,
Bay Minette, Alabama.

Dear Mrs. Duck:

Re: Bradas & Gheens, Inc. vs.
T. J. Davidson, Jr.

Enclosed please find complaint and copy in the above matter, on which please let process issue to your sheriff for prompt service on Mr. Davidson. Please advise me when Mr. Davidson has been served, and oblige.

Yours very truly,



enc.
w.

NO 2076

Bradley Green
Inc.

vs.

J. Davidson Jr.
J. Davidson Green
& Mkt. Individually

Filed - 8-29-53
Alice French
J. W. A.

ALMUR S. WHITING

ATTORNEY AND COUNSELOR AT LAW

SUITE 708-9 ANNEX FIRST NATIONAL BANK BUILDING

MOBILE 6, ALABAMA

P. O. BOX 988

TELEPHONES:

OFFICE: 2-3604

RESIDENCE: 6-6226

July 6, 1953

Honorable Alice J. Duck,
Clerk of Circuit Court,
Bay Minette, Ala.

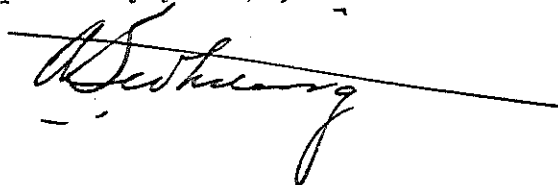
Dear Mrs. Duck:

Re: Porter Memorial Hospital
vs.
Maitland Wineland.

Enclosed please find complaint and copy in above matter on which please let process issue for service on the defendant who is said to reside at Robertsedale, in your County. I also enclose postpaid self-addressed envelope and request that you advise me when service of process has been had on the defendant.

With kind personal regards, I beg to remain,

Respectfully yours,



enc. 2

W.

2031

Porter Memorial Hospital

vs.

Marion W. Wm. Wm.

on account

7-7-53

A. Whitney -

STATE OF KENTUCKY

County of Jefferson

Sct.

In the matter of account due Pradas & Gheens, Inc.
from T. J. Davidson Jr. Gro. & Mkt.
this day came A. E. Brown who, being first duly sworn, deposes
and says he is treasurer of said creditor which is a (1) corporation
and that the account

hereto attached against T. J. Davidson Jr. Gro. & Mkt.
for One hundred ten & 26 ¹⁰⁰ Dollars
is a just demand, and has never to his knowledge or belief been paid; and that there is no offset
or discount against the same, or any usury therein.

And this affiant further states that the account herein claimed is due for the articles mentioned
therein, and that the same were sold and delivered by said claimant to the said defendant
at his special instance and request, and that he promised to pay the sums therein
charged.

SIGNATURE

Subscribed and sworn to before me by A. E. Brown
this 21st day of July 1952

NOTARY PUBLIC

My Commission Expires November 29th 1953.

(1) If a firm, give full name of other partners. If a corporation, that he is President or Secretary adding on blank line below under the laws of what state it is originated.

LOUISVILLE CREDIT MEN'S ASSOCIATION, Louisville, Ky.

Incorporated

m 2076

STATE OF KENTUCKY

FILED
AUG 29 1953
ALICE J. DUCK, Clerk

W 2076

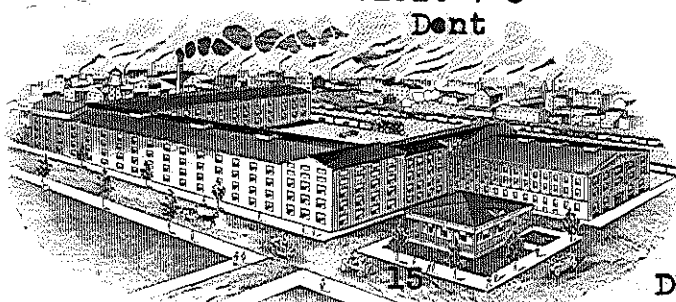
FILED
AUG 29 1953
ALICE J. DUCK, Clerk

WE DO NOT INSURE DELIVERY OR SAFE CARRIAGE OF GOODS. AFTER WE OBTAIN TRANSPORTATION COMPANY'S RECEIPT FOR THEM IN GOOD ORDER OUR RESPONSIBILITY CEASES.
SEE REVERSE SIDE FOR ADDITIONAL CONDITIONS COVERING THIS SHIPMENT

IN REMITTING PLEASE

SPECIFY INVOICE NO. 71916-7-8

C. E. GHEENS



Dent

817 to 827 S. FLOYD STREET.

TERMS: STRICTLY 30 DAYS NET
OR 2% 10 DAYS, F.O.B. LOUISVILLE

WE GUARANTEE OUR CANDIES AGAINST FAULTY MANUFACTURE ONLY
—IF THIS SHIPMENT ARRIVES IN BAD CONDITION DUE TO THE ABOVE
YOU MUST NOTIFY BRADAS & GHEENS IMMEDIATELY OTHERWISE WE
WILL NOT BE RESPONSIBLE FOR ANY CREDIT. WE DO NOT GUARANTEE
THE SALE OF THIS SHIPMENT.

BRADAS & GHEENS,
INCORPORATED



CANDIES

LOUISVILLE 2, Ky.

Dec. 5, 1951

SOLD TO

Davidson Gro. & Mkt.
Bay Minette, Ala.

6 bzes Peinsetta Choc	5#	2.25	13.50
1 cs La Senorita Mix	24	6.90	6.90
1 cs Xmas Novokty Mix	24	6.90	6.90
5 cs Rex Choc Drops	28	.19 3/4	27.65
2 cs Orange Sliees	30	.14 3/4	8.95
6 cs Rex Choc Drops	28	.19 3/4	33.18
3 cs Rex Orange Slices	30	.14 3/4	13.28

110.26

F.O.B. Louisville,
Duplicate.

"OVER 117 Years MANUFACTURING QUALITY CANDY"

LOSS OR DAMAGE IN TRANSIT

We agree to deliver goods to Transportation Company IN GOOD ORDER, but cannot guarantee their safe arrival, and buyer must assume the risk of loss or damage in transit. We will furnish original bill of lading with which to make claim against the Transportation Company for any loss or damage to goods while in their hands.

CLAIMS FOR DAMAGE

In case you receive any package or packages indicating that they were damaged or pilfered in transit, you should refuse to accept same, or insist upon a full description being made by the Agent or Driver on the original expense bill, and under such notation the Agent or Driver should sign his name. If this is insisted upon, damage can always be collected from the Transportation Company.

In case of concealed loss, damage or pilfering, noticed after the packages have been opened, you should not dispose of the goods, or move them, until you have called the attention of the Agent or Driver to the matter, and have him call at your place of business and inspect the package, or packages, in order to prove to him that the goods have been damaged, or pilfered, while in the possession of the transportation company. And insist also upon the agent who inspects these goods, giving you a full report.

UNDER NO CONDITION SHOULD CONSIGNEES PLACE BAD ORDER ENDORSEMENTS UPON THE ORIGINAL EXPENSE BILLS

If these rules are carried out, you will avoid many controversies, and experience less trouble in getting your claims promptly paid by the Transportation Company.

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA.

AT LAW.

Case No. _____

Bradas & Gheens, Inc.,

Plaintiff,

versus

T. J. Davidson, Jr., d/b/a
Davidson Grocery & Market, and
individually,


Defendant.

COUNT ONE.

Plaintiff claims of the defendant the sum of \$110.26 due by the defendant to the plaintiff on account by and between the plaintiff and the defendant on, to wit, December 5, 1951, as shown by itemized statement of account, verified by affidavit, hereto annexed, which said sum, with the interest thereon, is still unpaid.

COUNT TWO.

The plaintiff further claims of the defendant the sum of \$110.26 due by the defendant to the plaintiff by check of the defendant, dated June 18, 1953, drawn by the defendant on Baldwin County Bank, Bay Minette, Alabama, payable to the order of the plaintiff in the sum of \$110.26, which said check was dishonored on presentation for payment by the said Bank because of insufficient funds, which said sum, with the interest thereon, is still unpaid.


A. S. Whiting, Attorney for the Plaintiff,
#708-9 Annex 1st Nat. Bank Bldg., Mobile, Ala.

#108-3 Annex 1st Met. Bank Bldg., MOBILE, Ala.
A. S. NIXON, Attorney for the Plaintiff.

[Handwritten signature]

thereon, is still unpaid.

Bank because of insufficient funds, which said sum, with the interest which said check was dishonored on presentation for payment by the said "Visitors", payable to the order of the plaintiff in the sum of \$110.32, June 18, 1923, drawn on the defendant on Baldwin County Bank, Bay Minette, one of the defendant to the plaintiff by check of the defendant, dated

The plaintiff further claims of the defendant the sum of \$110.32

COUNT TWO.

Interest thereon, is still unpaid.
account, verified by defendant, hereto annexed, which defendant with the defendant on, to-wit, December 2, 1924, as shown by itemized statement of defendant to the plaintiff on account of said between the defendant the plaintiff claims of the defendant the sum of \$110.32 and the

COUNT ONE.

INDIVIDUALS, Defendant.

DAVIDSON, GEORGE S. MCKEE, and
E. J. Davidson, Jr., et al.

Verena

Plaintiff.

Birds & Gibson, Inc.,

Case No. _____

FILED
AUG 29 1923
BUCK, Clerk

MO 2076

RECORDED

No. 2076

Page

THE STATE OF ALABAMA

BALDWIN COUNTY

CIRCUIT COURT

Bradas & Gheens, Inc

Plaintiffs

vs.

T. J. Davison, Jr. d/b/a

Davison's Grocery & Market and
Individually Defendants

SUMMONS and COMPLAINT

Filed 8-29-53, 19

Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED IN OFFICE

Aug. 31, 1953

Taylor Wilkin, Sheriff

I have executed this summons

this 8/31, 1953
by leaving a copy with

T. J. Davison

Taylor Wilkin, Sheriff
Pete Sellen, Deputy Sheriff

SUMMONS AND COMPLAINT

Moore Printing Co.

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 T. J. Davison, Jr

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 _____

T. J. Davison, Jr, Defendant____

by Bradas & Gheens, Inc

_____, Plaintiff____

Witness my hand this 29th day of August 1953

_____, Clerk