Our File No. 70-24
Your File No.

Law Offices

E. G. RICKARBY

Code 205 Telephone:928-9836

Mailing Address P.O. Box 471

35 SOUTH SECTION STREET FAIRHOPE, ALABAMA 36532

July 6, 1970

700.9374

Mrs. Alice J. Duck Clerk of the Circuit Court Bay Minette, Alabama 36507

Dear Mrs. Duck:

Inre: Rapid Fastener Corp. vs. Forrest Industries

Enclosed find Summons & Complaint in the above styled cause, together with itemized and verified statements of account and check for \$25.00 deposit for costs.

Please process and oblige, and have Sheriff advise when debtor has been served.

Yours very truly,

EGR/jc encls.

cc: American Credit Indemnity Company

(Dup)

7-28-70

Law Offices

Your File No.

E. G. RICKARBY 35 SOUTH SECTION STREET FAIRHOPE, ALABAMA 36532 Code 205 Telephone: 928-9836

Mailing Address P. O. BOX 471

August 25, 1970

Honorable Telfair J. Mashburn Judge of the Circuit Court Bay Minette, Alabama

Dear Judge Mashburn:

Inre: Rapid Fastener Corp. vs.

Charles P. Forrest, Ind. and d/b/a Forrest Industries Case No. 9374

Request you render a judgement by default in the above styled cause for \$306.13 (\$291.55 principal, \$14.58 interest) plus costs of court. This suit is on the complaint and an itemized and verified statement of account, and Mr. Forrest was served personally on the 17th day of July, 1970.

Respectfully,

Daiel a. Bonton

RAPID FASTENER CORP., a Corporation,	X ÷
Plaintiff,	IN THE CIRCUIT COURT OF
VERSUS	BALDWIN COUNTY, ALABAMA
CHARLES P. FORREST, Individu- ally & doing business as	ÂT LAW.
FORREST INDUSTRIES,	x No. 9314
Defendant.	Ŷ

COMPLAINT

Count I.

The Plaintiff claims of the Defendant TWO HUNDRED NINETY-ONE AND 55/100 (\$291.55) DOLLARS due from it by account, on, to-wit, the 17th day of September, 1969, which sum of money with the interest thereon is still unpaid. The account sued on is evidenced by an itemized and verified statement filed herewith.

Count II.

The Plaintiff claims of the Defendant the sum of TWO HUNDRED NINETY-ONE AND 55/100 (\$291.55) DOLLARS due from him by account stated between the Plaintiff and the Defendant on, to-wit, the 17th day of September, 1969, which sum of money with the interest thereon is still unpaid.

Count III.

The Plaintiff claims of the Defendant the sum of TWO HUNDRED NINETY-ONE AND 55/100 (\$291.55) DOLLARS due from him for merchandise, goods and chattels sold by the Plaintiff to the Defendant between the 17th day of January, 1969, and the 17th day of September, 1969, which sum of money with the interest thereon is still unpaid.

E. G. RICKARBY, Attorney for Plaintiff

Mr. Charles Forrest, President of Forrest Industries is to be served.



Affidavit To Claim

STATE OF NEW YORK COUNTY OF KINGS
COUNTY OF KINGS
Before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally
appeared ISIDOR STERN who
being by me first duly snorn according to law denoses and says: that
1. he is PRESIDENT of RAPID FASTENER Cod corporation
organized and doing business under the laws of the State of NEW YORK
2. he is a co-partner in the partnership, doing business under the firm name, style and description
ofa partnership composed of
3. he is sole trader doing business as.
And that as such he is authorized to make this affidavit; cognizant of the facts constituting the cause of action; that he
is familiar with the books and business of said
; and the account against
ofhereto attached, marked "Exhibit A" and made a part hereof
is a true and correct copy of books of original entry, instrument of writing or claim, on which this action is brought,
of; that the goods for which said
charges were made were sold and delivered to the said
atspecial instance and request; that the charges made therefor are fair and reasonable and as per
contract, and that he promised to pay the sums charged; that credit has been duly given for all payments, counter claims
and setoffs and that there is no usury therein; that said
has no collateral or other security for the payment thereof and that there now remains due and owing from said
to
the sum of Two HUNDED NINETY ONE 5/100 Dollars,
together with interest thereon from
L.S.
POWER OF ATTORNEY
E. G. RICKARBY, P. O. BOX 471, FAIRHOPE, ALABAMA
TO SIDDE STEEN RAPID FASTELIER (2P)
The Undersigned, ISIDOR STERN of RAPID FASTENER CORP. County of KINGS State of NEW YORK
does hereby appoint you or your representative endorsed hereon as attorney-in-jact for the undersigned, and each or
either of you is authorized to attend any and all meetings of creditors or adjourned meetings of creditors of the above named debtor in any court or elsewhere, and for the undersigned to vote for or against any proposal or resolution that
may be submitted in reference to the affairs or estate of the above named debtor; to accept or refuse any composition in or out of bankruptcy proposed by said debtor or his or its representatives; to receive, endorse, receipt for and collect any
payments of dividends or fees or moneys due the undersigned under any composition or otherwise and in general to
take such action and do such acts, execute such consents for the undersigned as you may deem best, as fully as the undersigned could do if personally present. And all powers of attorney heretofore executed by the undersigned in this pro-
ceeding are hereby revoked.
In Witness Whereof, the above named claimant has signed these presents or has caused them to be signed and its corporate seal affixed this. 8 1944 1970
(Corp. Seal)
IN PRESENCE, OF I WILL WILL
(Witness) (Corporate, Partnership or Trade Name Her
Acknowledged Before Me This (Signature of Corporate Officer Partners)
Acknowledged Before Me This (Signature of Corporate Officer, Partner of LESIDENT)
(Title)
Cales Tarks
(Official Character) CHARLES S. WILSON
(Official Character) CHARLES S. WILSON Notary Public, State of New York No. 24-9593475 No. 24-9593475 PRINTED IN U.S.A. 7/65

Claimant

Agains

FORREST MFG. CO. INC.

Debtor

Affidavit to Claim

Manufacturers of IIIII the Reliable Zipper

1 HARRISON PLACE • BROOKLYN, N. Y. 11206

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801 N. SECTION S/RI

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			EROOKLYN		

Manufacturers of PASS the Reliable Sipper

HARRISON PLACE AT BOGART STREET & BROOKLYN, N. Y. 11206

No.

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TELEPHONE (12) EM 6-6180-1

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Forrest Industries

801 N. Section St Fairhope Ala

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WE GUARANTEE OUR SLIDE FASTENERS AGAINST DEFECTIVE WORKMANSHIP AND MATERIALS. THIS GUARANTEE IS LIMITED TO THE REPLACEMENT FREE OF CHARGE OF ANY FASTENERS RETURNED AND FOUND BY US TO BE DEFECTIVE. ALL CLAIMS MUST BE MADE WITHIN 3 DAYS AFTER RECEIPT OF GOODS.

THIS BILL IS NET DISCOUNT DEDUCTED NO ANTICIPATION

ALL CLAIMS FOR LOSS OR DAMAGE IN TRANSIT SHOULD BE MADE TO THE TRANSPORTATION COMPANY, OUR RESPONSIBILITY CEASES WHEN GOODS ARE DELIVERED TO TRANSPORTATION COMPANY.

DUE TO EXISTING CONDITIONS
PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Manufacturers of AND the Reliable Sipper

-HARRISON PLACE AT BOGART STREET @ BROOKLYN, N. Y. 11206

TELL PHONE - 2121 EM 6/6/80 1

No.

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SHIPPED TO

SOLD TO

Forrest Mfg Co Inc Drawer 367 Fairhope, Ala 36532

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WE GUARANTEE OUR SLIDE FASTENERS AGAINST DEFECTIVE WORKMANSHIP AND MATERIALS. THIS GUARANTEE IS A TO THE REPLACEMENT FREE OF CHARGE OF ANY FASTENERS RETURNED AND FOUND BY US TO BE DEFECTIVE. ALL CLAIMS MUST BE MADE WITHIN 5 DAYS AFTER RECEIPT OF GOODS DISCOUNT DEDUCTED NO ANTICIPATION

CLAIMS MUST BE MADE WITHIN D DATS AFTER RECEIPT ALL CLAIMS FOR LOSS OR DAMAGE IN TRANSIT SHOULD BE MADE TO THE THANSPORTATION COMPANY OUR RESPONSIBILITY CEASES WHEN GOODS ARE DELIVERED TO THANSPORTATION COMPANY.

THE STATE OF ALABAMA BALDWIN COUNTY

Circuit Court, Baldwin County
No. 9374

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon CH	ARLES P. FORREST, Ind., & d/b/a FORREST
INDUSTRIES,	
:	
to appear and plead, answer or demur, wi	thin thirty days from the service hereof, to the complaint
filed in the Circuit Court of Baldwin County, S	tate of Alabama, at Bay Minette against. CHARLES P.
FORREST, Ind. & d/b/a FORREST I	NDUSTRIES, Defendant
*	poration,
	, Plaintiff
Witness my hand this	fc by 19.70.
	ALICE J. DUCK Ouch Clerk

Ed 1-9- 10

No. 9344 Page	
	Defendant lives at
THE STATE OF ALABAMA BALDWIN COUNTY	B = /25 /4 / F =
CIRCUIT COURT	Recieved In Office JUL 9 1970
Rapid Fastener Corp	JAYLOR WILKINS SHERIIT Sheriff
Plaintiffs	I have executed this summons this1920.
vs.	by leaving a copy with
Charles P. Forrest Defendants	and Same
SUMMONS AND COMPLAINT	
Filed 9-9 1970 alice foliak Clerk	. rijes
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	Ten TAYLOR WILLIAM SHERIFF
	No.
F. G-Reckerby Plaintiff's Attorney	Sheriff
Defendant's Attorney	Deputy Sheriff
	Moore Printing Co Bay Minette, Ala.

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