

LAW OFFICES
RICKARBY & BENTON

E. G. RICKARBY
DANIEL A. BENTON

ATTORNEYS AT LAW
35 SOUTH SECTION STREET
P. O. BOX 471
FAIRHOPE, ALABAMA 36532

TELEPHONE
(205) 928-2308

March 2, 1971

Mrs. Eunice Blackmon
Clerk of the Circuit Court
Bay Minette, Alabama

Re: Coleman Furniture Corporation
v. John Hollis
Case No. 9432, At Law

Dear Mrs. Blackmon:

Please remove the above styled case from the court calendar for the week of March 8, 1971, as a settlement has been reached in this matter and my records reflect that court costs have been deposited.

Yours very truly,


Daniel A. Benton

DAB:w

Our File No. 70-138
Your File No. 4575.1

Law Offices
E. G. RICKARBY
35 SOUTH SECTION STREET
FAIRHOPE, ALABAMA 36532

Code 205
Telephone: 928-9836
Mailing Address
P.O. Box 471

August 6, 1970

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

Dear Mrs. Duck:

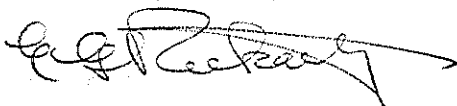
Inre: Coleman Furniture Corp.
vs. Hollis Furniture Co.

9432

Enclosed find Summons & Complaint in the above styled cause, together with itemized and verified statement of account and check #888 for \$25.00 deposit for costs.

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

Yours very truly,



jc
Encls.
cc: Forwarder
(Dup)
8-21-70

STATE OF ALABAMA,
COUNTY OF BALDWIN.

CIRCUIT COURT, BALDWIN COUNTY

NO. _____

TO ANY SHERIFF OF THE STATE OF ALABAMA,

You are hereby commanded to Summon JOHN HOLLIS, individually, and doing business as HOLLIS FURNITURE COMPANY, 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 JOHN HOLLIS, individually, and doing business as HOLLIS FURNITURE COMPANY, defendant, by COLEMAN FURNITURE CORPORATION, a Corporation, Plaintiff.

WITNESS my hand this 14 day of Aug - , 1970.

Alice J. Duck
ALICE J. DUCK, Clerk

COLEMAN FURNITURE CORPORATION,
A Corporation,
Plaintiff,

VERSUS

JOHN HOLLIS, Individually, &
doing business as HOLLIS
FURNITURE COMPANY,
Defendant.

X
X
X
X
X
X
X

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW.

C O M P L A I N T

Count I.

The Plaintiff claims of the Defendant THREE HUNDRED TWENTY-FIVE AND 56/100 (\$325.56) DOLLARS due from him by account, on, to-wit, the 11th day of December, 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.

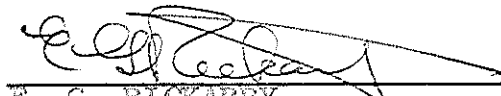
Count II.

The Plaintiff claims of the Defendant the sum of THREE HUNDRED TWENTY-FIVE AND 56/100 (\$325.56) DOLLARS due from him by account stated between the Plaintiff and the Defendant on, to-wit, the 11th day of December, 1969, which sum of money with the interest thereon is still unpaid.

Continued, Summons & Complaint:
Coleman Furniture Corp. vs. Hollis Furniture.

Count III.

The Plaintiff claims of the Defendant the sum of THREE HUNDRED TWENTY-FIVE AND 56/100 (\$325.56) DOLLARS due from him for merchandise, goods and chattels sold by the Plaintiff to the Defendant between the 13th day of October, 1969, and the 11th day of December, 1969, which sum of money with the interest thereon is still unpaid.


E. G. RICKARBY,
Attorney for Plaintiff.

Defendant's address is:

Hollis Furniture Association
200 South McKenzie Street
Foley, Alabama

FILED

AUG 14 1970

ALICE J. DUCK CLERK
REGISTER

Affidavit To Claim

STATE OF Virginia
COUNTY OF Pulaski } ss.

Before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared R. D. Gunn who

being by me first duly sworn according to law, deposes and says: that

1. he is Secretary of Coleman Furn. Corp. a corporation organized and doing business under the laws of the State of Virginia

2. he is a co-partner in the partnership, doing business under the firm name, style and description of a 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 Coleman Furniture Corporation

; and the account against Hollis Furn. Co.

of Foley, Alabama hereto 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 Coleman Furniture Corporation; that the goods for which said

charges were made were sold and delivered to the said Hollis Furniture Co.

at their special 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 Hollis Furniture Co.

has no collateral or other security for the payment thereof and that there now remains due and owing from said

Hollis Furniture Co. to Coleman Furniture Corporation

the sum of Three hundred twenty-five and fifty-six cents Dollars,

together with interest thereon from Dec. 12th 1969

POWER OF ATTORNEY

To or

The Undersigned, R. D. Gunn of Pulaski

County of Pulaski State of Virginia

does hereby appoint you or your representative endorsed hereon as attorney-in-fact 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 proceeding 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 July 17th 1970

IN PRESENCE OF

Joe S. Kierulff
(Witness)
My Commission Expires July 21, 1972

Acknowledged Before Me This

17th day of July, 1970

(Corp. Seal)

COLEMAN FURNITURE CORPORATION

(Corporate, Partnership or Trade Name Here)

(Signature of Corporate Officer, Partner or Individual)

Secretary

(Title)

249-12-70

(Official Character)

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COLEMAN FURNITURE CORPORATION

MAKER OF GOOD FURNITURE

PULASKI, VIRGINIA

Account #3086
 Hollis Furniture Association
 Foley, Alabama
 200 S. McKenzie St.

SALESMAN

DATE	DESCRIPTION	CHARGES	CREDITS	BALANCE
		BALANCE FORWARDED		325.56
10/13/69	RG 88429	167.00		
10/13/69	RG 88430	153.95		
12/11/69	NET 98563	4.61		

DJNS NO.
313-1471

BOOKKEEPING COPY
Coleman FURNITURE CORPORATION



PULASKI ♦ VIRGINIA 24301

DATE
10/13/69

ACCT. NO.
3086

INVOICE NO.
88429

REFER TO THIS NUMBER C
ALL CORRESPONDENCE

S
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D
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HOLLIS FURN. ASSOCIATE STORE
200 S MCKENZIE, ST.
FOLEY, ALA. 36535

S
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ORDER NO.	YOUR ORDER NO.	DEPT.	SALESMAN	SHIPPED VIA	TERMS
67636			H D CANTHORNE	BLUE RIDGE TRUCK	2 30 N/60

F. O. B. PULASKI, VIRGINIA

QUANTITY	PATTERN	DESCRIPTION	PRICE	AMOUNT
1	646-1-001	DOUBLE DRESSER BASE	55.00	55.00
1	646-1-004	MIRROR & FRAME	15.50	15.50
1	646-1-007	CHEST	47.50	47.50
1	646-1-041	NIGHT STAND	23.05	23.05
1	646-1-094	4/6 OR 5/0 HEADBOARD	21.95	21.95
1	646-1-091	LOCKING METAL FRAMES 4/6-3/3	4.00	4.00
T O T A L				167.00

IF THIS INVOICE PAID BY 11/12/69, YOU ARE ALLOWED A \$3.34 CASH DISCOUNT

IMPORTANT: ALL GOODS ARE SHIPPED F. O. B. FACTORY. WE ASSUME NO RESPONSIBILITY FOR DELAYS, DAMAGE OR LOSSES AFTER TAKING RECEIPT FROM THE TRANSPORTATION COMPANY IN GOOD ORDER. DO NOT RETURN ANY GOODS WITHOUT OBTAINING OUR PERMISSION.

"We hereby certify that all goods and services covered by this invoice were produced and furnished in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, and any regulations and orders issued thereunder."

DUNS NO.
313-1471

BOOKKEEPING COPY
Coleman FURNITURE CORPORATION

PULASKI ♦ VIRGINIA 24301



DATE
10/13/69

ACCT. NO.

3086

INVOICE NO

88430

REFER TO THIS NUMBER ON
ALL CORRESPONDENCE.

HOLLIS FURN. ASSOCIATE STORE
200 S MCKENZIE, ST.
FOLEY, ALA. 36535

S
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ORDER NO.	YOUR ORDER NO.	DEPT.	SALESMAN	SHIPPED VIA	TERMS
67637			H D CANTHORNE	BLUE RIDGE TRUCK	2 30 N/60

F. O. B. PULASKI, VIRGINIA

QUANTITY	PATTERN	DESCRIPTION	PRICE	AMOUNT
1	586-1-001	DOUBLE DRESSER BASE	51.00	51.00
1	586-1-004	MIRROR & FRAME	14.50	14.50
1	586-1-007	CHEST	45.00	45.00
1	586-1-036	4/6 OR 5/0 HEADBOARD ONLY	19.45	19.45
1	586-1-041	NIGHT STAND	20.00	20.00
1	586-1-091	LOCKING METAL FRAMES 4/6-3/3	4.00	4.00

TOTAL

153.95

IF THIS INVOICE PAID BY 11/12/69, YOU ARE ALLOWED A \$3.07 CASH DISCOUNT

IMPORTANT: ALL GOODS ARE SHIPPED F. O. B. FACTORY. WE ASSUME NO RESPONSIBILITY FOR DELAYS, DAMAGE OR LOSSES AFTER TAKING RECEIPT FROM THE TRANSPORTATION COMPANY IN GOOD ORDER. DO NOT RETURN ANY GOODS WITHOUT OBTAINING OUR PERMISSION.

"We hereby certify that all goods and services covered by this Invoice were produced and furnished in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, and any regulations and orders issued thereunder."



PULASKI ♦ VIRGINIA 24301

DATE _____

12/11/69

ACCT NO.

3086

INVOICE NO

98563

REFER TO THIS NUMBER ON
ALL CORRESPONDENCE.

HOLLIS FURN. ASSOCIATE STORE
200 S MCKENZIE, ST.
FOLEY, ALA. 36535

ORDER NO.	YOUR ORDER NO.	DEPT.	SALESMAN	SHIPPED VIA	TERMS
2455	4050		H D CANTHORNE	U P S	NET

F. O. B. PULASKI, VIRGINIA

QUANTITY	PATTERN	DESCRIPTION	PRICE	AMOUNT
		1-216-2-08 END SKIRT		
		PLUS FREIGHT CHARGES		.61
				4.00
		TOTAL		4.61

IMPORTANT: ALL GOODS ARE SHIPPED F. O. B. FACTORY. WE ASSUME NO RESPONSIBILITY FOR DELAYS, DAMAGE OR LOSSES AFTER TAKING RECEIPT FROM THE TRANSPORTATION COMPANY IN GOOD ORDER. DO NOT RETURN ANY GOODS WITHOUT OBTAINING OUR PERMISSION.

"We hereby certify that all goods and services covered by this invoice were produced and furnished in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, and any regulations and orders issued thereunder."

Received 14 day of Aug. 1970
and on 23 day of Sept 70
I served a copy of the within 890
on John Hollis
By service on _____

TAYLOR WILKINS, Sheriff

Charles L. Brown

Sheriff claims 72 miles at
Ten Cents per mile Total \$ 7.20
TAYLOR WILKINS, Sheriff
BY *Charles L. Brown*
DEPUTY SHERIFF

9432

Coleman Furniture Corp
a Corp

vs.
John Hollis ind. & d/b/a
Hollis Furniture Co.

FILED

AUG 14 1970

ALICE J. DUCK CLERK
REGISTER

E. G. Rickaby

Vol 67 Pg 172

DUNS NO.
313-1471

BOOKKEEPING COPY.
Coleman FURNITURE CORPORATION

PULASKI ♦ VIRGINIA 24301



DATE
12/11/69

ACCT. NO.
3086

INVOICE NO.
98563

REFER TO THIS NUMBER ON
ALL CORRESPONDENCE.

SOLD TO
HOLLIS FURN. ASSOCIATE STORE
200 S. MCKENZIE, ST.
FOLEY, ALA. 36535

SHIPPED BY

ORDER NO.	YOUR ORDER NO.	DEPT.	SALESMAN	SHIPPED VIA	TERMS
2455	4850		H D CANTHORNE	U P S	NET

F. O. B. PULASKI, VIRGINIA

QUANTITY	PATTERN	DESCRIPTION	PRICE	AMOUNT
		1-216-2-08 END SKIRT		.61
		PLUS FREIGHT CHARGES		4.00
		TOTAL		4.61

IMPORTANT: ALL GOODS ARE SHIPPED F. O. B. FACTORY. WE ASSUME NO RESPONSIBILITY FOR DELAYS, DAMAGE OR LOSSES AFTER TAKING RECEIPT FROM THE TRANSPORTATION COMPANY IN GOOD ORDER. DO NOT RETURN ANY GOODS WITHOUT OBTAINING OUR PERMISSION.

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