

Our File No.

Your File No.

Law Offices

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

Code 205
Telephone: 928-9836

Mailing Address
P.O. Box 471

19 October, 1970

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


INRE: IMPERIAL LAMP & SHADE COMPANY, INC.
VS. JOHN H. HOLLIS:

9578

Dear Mrs. Duck:

Enclosed please find summons and complaint in the above styled cause, please Process and oblige.

Yours very truly,



Daniel A. Benton
Attorney at Law
DAB: jmp

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

E. G. RICKARBY
DANIEL A. BENTON

TELEPHONE
(205) 928-2308

March 15, 1971

Mrs. Eunice Blackmon
Clerk of the Circuit Court
Bay Minette, Alabama 36507

Re: Imperial Lamp & Shade
v. John Hollis
Case No. 9518, at Law

Dear Eunice:

Settlement has been reached in the above styled case.
Please remove from the calendar and send me a cost bill
in this matter.

Yours very truly,


Daniel A. Benton

DAB:w

*There were last week, but I called away about
then - this is just for the file.*



STATE OF ALABAMA,
COUNTY OF BALDWIN.

X CIRCUIT COURT, BALDWIN COUNTY,
X NO. _____.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are Hereby Commanded to Summon JOHN H. HOLLIS, Individually, and doing business as EASTERN FURNITURE DISTRIBUTORS, 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 H. HOLLIS, Individually, and doing business as EASTERN FURNITURE DISTRIBUTORS, Defendant, by IMPERIAL LAMP AND SHADE COMPANY, INC., a Corporation, Plaintiff.

WITNESS my hand this 21 day of Oct., 1970.

Alice J. Duck
ALICE J. DUCK, CLERK:

IMPERIAL LAMP AND SHADE
COMPANY, INC.,
a Corporation,
Plaintiff,

X

X

X

VERSUS

X

JOHN H. HOLLIS,
Individually,
d/b/a as EASTERN
FURNITURE DISTRIBUTORS,
Defendant,

X

X

X

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

AT LAW.

9512

C O M P L A I N T

COUNT I.

The Plaintiff claims of the Defendant FOUR HUNDRED SIXTY AND 43/100 (\$460.43) DOLLARS due from him by account, on, to-wit: the 26th day of June, 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.

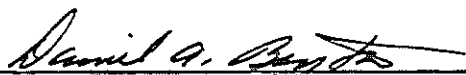
Cont'd Summons & Complaint:
Imperial Lamp & Shade vs. Hollis.

COUNT II.

The Plaintiff claims of the Defendant the sum of FOUR HUNDRED SIXTY AND 43/100 (\$460.43) DOLLARS due from him by account stated between the Plaintiff and the Defendant on, to-wit: the 12th day of January, 1970, which sum of money with the interest thereon is still unpaid.

COUNT III.

The Plaintiff claims of the Defendant the sum of FOUR HUNDRED SIXTY AND 43/100 (\$460.43) DOLLARS due from him for merchandise, goods and chattels sold by the Plaintiff to the Defendant between the 26th day of June, 1969, and the 12th day of January, 1970, which sum of money with the interest thereon is still unpaid.


DANIEL A. BENTON, Attorney for
Plaintiff.

FILED

OCT 20 1970

ALICE J. DUCK CLERK
REGISTER

STATE OF

Pennsylvania

OF

COUNTY OF

Phila.

SS:

ON THE 8th day of May, 19 70, before me, personally appeared
Irwin Dorfman who being duly sworn or affirmed,

according to law, doth depose and say,

a. Use when one person owns the business.

(a) He is an individual trading as _____

b. Use when Concern is a partnership.

(b) That he and _____

are partners trading as _____

c. Use when Concern is a corporation.

(c) That he is an agent for Imperial Lamp & Shade Co., Inc.

_____, a corporation incorporated under the laws of the State of Pennsylvania

that the annexed account against _____ of _____

is, and is known by him to be correctly copied from the books of original entry of _____

_____ that the charges were made in said books

at or about the time of their respective dates; that the goods for which said charges were made were sold and delivered as charged at the special instance and request of the debtor; that the charges are correct, and the account just and true as stated; or if an instrument of writing, the original thereof is hereto attached and made a part hereof, and deponent declares it to be his belief that the signature thereto is genuine, that there is now due and owing thereon the sum of \$ 460.43

_____ Dollars, with interest thereon from _____ day of _____

100

at the rate of _____, that no part of said sum has ever been paid or in any manner settled, and that there are no deductions or offsets of any kind, except such as are therein specified and credited.

Given under my hand and official seal and subscribed

and sworn to before me this 8th day of

May, 1970

Louis A. Nguyen
Notary Public

My commission expires 3/9/71

2410-29-70

VOL

67 PAGE 293

PROOF OF CLAIM

Imperial Lamp & Shade Co. Inc.

VS.

Eastern Furniture Distributors

Folly, Alabama

\$ _____

Attys.

DUPLICATE INVOICE

AREA CODE 215
POplar 9-1944-45

Imperial LAMP AND SHADE COMPANY
"AMERICA'S LEADING PROMOTIONAL LINE"
642-58 N. BROAD STREET PHILADELPHIA, PA. 19130

SHOWROOMS

NEW YORK—N. Y. FURNITURE EXCHANGE BLDG.
CHICAGO—AMERICAN FURNITURE MART.
HIGH POINT, N. C.—SOUTHERN FURN. EXPOSITION BLDG.

OLD TO

DATE

6/27/69

Eastern Furn. Dist.
1801 Fairfield Drive
Pensacola, Florida

TERMS:
NET 10 DAYS—F.O.B. FACTORY

ORDER NO.		OUR ORDER NO.		SHIPPED VIA	SALESMAN	INVOICE NO.		
1/26				Universal Prt. Ppl. 31 cm.	Guilmarin	4504		
ORDERED	BACK ORDERED	QUANT. SHIPPED	DESCRIPTION			UNIT PRICE	EXTENSION	TOTAL
			F342 Table			7.95	31.80	
			600 group - 3 pc.				26.95	
			695-696-697-698-699 Boudoir-asst. (24 pc.Spec.				89.00	
			500-501-502 Table - 4 ea.(12 pc.Spec.				73.00	
			963 Table			10.95	21.90	
			964 Table			11.95	23.90	
			965 Table			12.95	25.90	
			805-806 Table - 2 ea.			6.50	26.00	
			766 Table			8.50	17.00	
			767 Table			8.95	17.90	
			863-864 Table - 2 ea.			9.95	39.80	
			500-508 Table - 12 ea.			6.99	33.96	
			509 Table			9.95	19.90	
			511 Table			10.95	21.90	
			824 Table			7.95	15.90	
			851 Table			10.95	21.90	
			852 Table			14.95	29.90	
			853 Table			10.95	21.90	
			624 Table			6.99	13.98	
								521.00

Federal or state taxes now or hereafter imposed in respect to this instrument or any transaction involved therein, and/or the production, treatment, manufacture, sale, delivery, transportation or proceeds of the products above specified shall be for account of buyer, and if paid or required to be paid by the seller the amount thereof shall be added to and become a part of the price payable by the buyer hereof. All claims must be made within 5 days after receipt of goods. Transportation company's receipt in good order constitutes delivery, and therefore our responsibility ceases. We will accept no goods returned for credit without our permission.

DEDUCTIONS FOR BROKEN GLASS POSITIVELY NOT ALLOWED

LEDGER

A

NAME Eastern Furniture Dist.

SHEET NO. 12-(5/16/69)

ADDRESS 1801 Fairfield Drive

CREDIT
LIMIT

CITY Pensacola, Florida

RATING

Guimarin

DESCRIPTION	DATE	REFERENCE	CHARGES	✓	CREDITS	BALANCE .00	OLD BALANCE PICK-UP
Revised rec 7/10	7/10						
#7-5/27	JAN 27	4504	552.51			552.51 S-	
8-9/17							
9-9/10							
corr 10/9							
corr 11/14							
corr 11/4	JAN 12	70	3		92.08	460.43 S-	
ce to Foley also	MAR 27	19	"		92.08	368.35 S-	
corr 11/17	MAR 25	70	26 NSF		92.08	460.43 S-	
corr 11/9 to	MAR 25	70	26		92.08	368.35 S-	
Hollie - Foley	APR 16	70	57 NSF			460.43 S-	
see transfer							
of make							
2/16 corr to Hollie							
payments of 3/12							
returned							
at NSF							
corr 3/12 re							
NSF							
corr 4/13 to							
Lyon							

11/25/69 = 552.51 - placed w/Lyon - comm. ded.

9518

Imperial Lamp + Shade
Co. Inc. a corp.

vs.
John R. Hollis ind +
d/b/a Eastern Furniture
Distributors.

Sheriff claims 12 miles at
Ten Cents per mile Total \$1.20
TAYLOR WILKINS, Sheriff
BY [Signature]
DEPUTY SHERIFF

Received 20 day of Oct 1970
and on 24 day of Oct 1970
I served a copy of the within 8401
on John N. Hollis d/b/a
By service on _____

TAYLOR WILKINS, Sheriff
BY [Signature] Sheriff's Office S.

FILED

OCT 20 1970

ALICE J. DUCK CLERK
REGISTER

Reckarby + Benton

UNITED STATES OF AMERICA

DEPARTMENT OF THE ARMY

OFFICE OF THE ADJUTANT GENERAL

WASHINGTON, D. C.

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THE STATE OF ALABAMA X
BALDWIN COUNTY. X

IMPERIAL LAMP AND SHADE
COMPANY, INC.,
a Corporation,

PLAINTIFF,

VERSUS

JOHN H. HOLLIS,
Individually,
d/b/a EASTERN
FURNITURE DISTRIBUTORS,
DEFENDANT,

X

X

X

X

X

X

X

X

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

AT LAW

Case No. 9518

DENYING INDEBTEDNESS

COUNT I


Now comes the defendant by his attorney and denies
Count I, and denies that he owes the sum sued for or any
other amount ;and demands strict proof thereof.

COUNT II

Now comes the defendant by his attorney and denies that
he owes the sum sued for or any other amount and demands strict
proof thereof.

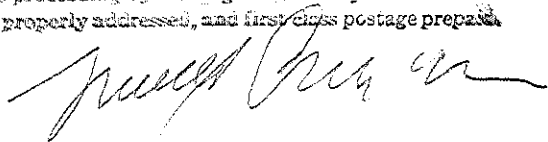
COUNT III

Now comes the defendant by his attorney and denies that he
owes the sum sued for or any other amount and demands strict
proof thereof.


Forest A. Christian, Foley, Alabama
Attorney for the Defendant

CERTIFICATE OF SERVICE

I do hereby certify that I have on this the _____
day of NOV 17 1970, 1970, served a
copy of the foregoing pleading on counsel for all parties
to this proceeding by mailing the same by United States
Mail, properly addressed, and first class postage prepaid.



FILED

NOV 18 1970

ALICE J. DUCK CLERK
REGISTER

DENYING INDEBTEDNESS

IMPERIAL LAMP AND SHADE
COMPANY, INC., a Corporation

Plaintiff,

VERSUS

JOHN H. HOLLIS, Individually,
d/b/a EASTERN FURNITURE
DISTRIBUTORS,

Defendant.

LAW OFFICE OF
FOREST A. CHRISTIAN
(205) 943-2201
P. O. DRAWER 190
FOLEY, ALABAMA 36535

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA 36535