

Affidavit To Claim

STATE OF Tennessee
COUNTY OF Bradley } ss.

Before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared Warren B. Mitchell who

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

1. he is Secretary-Treasurer of Cooke Mfg. Co., Inc. a corporation organized and doing business under the laws of the State of Tennessee

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 Cooke Manufacturing Company, Inc.

.....; and the account against..... Hollis Furniture 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 invoice 8562; that the goods for which said

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

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 Cooke Mfg. Co., Inc.

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

Hollis Furniture Co. to Cooke Mfg. Co., Inc.

the sum of Nine hundred Forty-eight and 55/100 Dollars,

together with interest thereon from.....19.....

POWER OF ATTORNEY

To American Credit Indemnity or their agents

The Undersigned, Warren B. Mitchell of Cleveland

County of Bradley State of Tennessee

County of Bradley State of Tennessee
 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 March 22, 1972 (Corp. Seal)

IN PRESENCE OF

IN PRESENCE OF
Carol Ashine
(Witness)

Acknowledged Before Me This

22nd day of March, 1972

James C. Cooke
Notary Public
(Official Character)

Cooke Mfg. Co., Inc.

(Corporate, Partnership or Trade Name Here)

(Signature of Corporate Officer, Partner or Individual)

Secretary-Treasurer

(Title)

ACCO

20 7338

13-5

NAME Hollis Furn. Co.
P. O. Box 572
ADDRESS Foley, Alabama

REMARKS

MEMO	DATE	REF. NO.	DEBIT	CREDIT	BALANCE	SALES TO DATE	PROOF
149 600 3/6	NOV 14 70	4,653	1,311.35	0.00	1,311.35	1,311.35	0.00
437.15 12/11	DEC 10 70	4,653	0.00	437.15	874.20	1,311.35	437.1
437.15 1/4, 2/4	JAN 9 71	4,653	0.00	437.10	437.10	1,311.35	874.2
	FEB 10 71	4,653	0.00	437.10	0.00	1,311.35	1,311.3
Ret ch	FEB 25 71	4,653	0.00	437.10 CR	437.10	1,311.35	874.2
387 COD 369	MAR 3 71	7,171	1,697.25	0.00	2,134.35	3,008.60	874.2
70K/MADE GO	MAR 22 71	4,653	0.00	437.10	1,697.25	3,008.60	1,311.3
chb	MAR 22 71	7,171	0.00	599.20	1,098.05	3,008.60	1,910.5
IL CK 3/13	APR 7 71	7,171	0.00	599.20 CR	1,697.25	3,008.60	1,311.3
05 369 7-17A	APR 21 71	8562	1,117.45	0.00	2814.70	4,126.05	1,311.3
-723	APR 22 71	7,171	0.00	599.00	2,215.70	4,126.05	1,910.3
ET CK	MAY 8 71	7,171	0.00	599.00 CR	2,814.70	4,126.05	1,311.3
723 8580	MAY 19 71	8,562	0.00	372.48	2,442.22	4,126.05	1,683.8
9 372.48 860. 860	MAY 22 71	7,171	0.00	599.00	1,843.22	4,126.05	2,282.8
ET CK 720	JUN 5	8,562	0.00	272.48 CR	2,115.70	4,126.05	2,010.3
IR CORR RET CK	JUN 5	9,360	0.00	100.00 CR	2,215.70	4,126.05	1,910.3
123-000 3/6/9	JUN 9 71	9,693	144.95	0.00	2,360.65	4,271.00	1,910.3
MEM 7/4, 2/4	JUN 9 71	9,694	0.00	149.95	2,210.70	4,271.00	2,060.3
144.95 7/4	JUN 19 71	8,562	0.00	372.48	1,838.22	4,271.00	2,432.7
ET CK M G	JUL 3 71	9,693	0.00	50.00	1,788.22	4,271.00	2,482.7
IR CORR RCMG	JUL 15 71	8,562	0.00	272.48	1,515.74	4,271.00	2,755.2
	JUL 15 71	8562	0.00	100.00	1,415.74	4,271.00	2,855.2
	JUL 19 71	8,562	0.00	372.49	1,043.25	4,271.00	3,227.7
ET CK	AUG 4 71		0.00	50.00	993.25	4,271.00	3,277.7
	AUG 4 71		0.00	372.49 CR	1,365.74	4,271.00	2,905.2
ET CK	AUG 18 71	8,562	0.00	372.24	993.50	4,271.00	3,277.5
ET CK M G	SEP 4 71	9,693	0.00	44.95	948.55	4,271.00	3,322.4
UPS	SEP 20 71		0.00	44.95 CR	993.50	4,271.00	3,277.5
	SEP 25 71		0.00	44.95	948.55	4,271.00	3,322.4
	FEB 17 72	13,494	5.69	0.00	954.24	4,276.69	3,328.1
2/21- ACI	MAR 8 72	13,494	0.00	5.69	948.55	4,276.69	3,328.1

COOKE MFG. CO.

STRAIGHT BILL OF LADING—SHORT FORM
ORIGINAL—NOT NEGOTIABLE

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading.

SHIPPER'S NO. 08562
 CARRIER'S NO.

CARRIER

AT: CLEVELAND, TENNESSEE from COOKE MANUFACTURING COMPANY, INC.

The property described below in separate part order, except as noted hereinafter and condition of contents of packages unknown, marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property, over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Official, Southern, Western and Illinois Freight Classifications in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

DATE: 4/19/71

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
 The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

Per _____
 (Signature of consignor.)

(Mail or street address of consignee—For purposes of notification only.)

When this form is used as a Railway Express Agency Receipt, all standard conditions applying to the Railway Express Agency Uniform Express Receipt will apply.

Hollis Furniture Co.
 P.O. Box 572
 Foley, Ala.

CONSIGNEE

SHIP VIA: T-17A St: 4		CUSTOMER ORDER NO.		SALESMAN Southernland		PPD.	COLL.
NO. PACKAGES	Description of Articles, Special Marks, and Exceptions				WEIGHT SUB. TO COR.	CLASS OR RATE	Ck. Col.
1 ✓	B196 6194P Sleeper Terry; Pepper						
1 ✓	620P Sleeper Player: Black/Wht.						
1 ✓	555 Sofa Parfait: Blue						
2 ✓	556 Chair Parfait: Gold						
1 ✓	7051FF 2/pc. Parfait: Natural						
1 ✓	50 Chair Parfait: Green						
2 ✓	75R Recliner Butte: 1- Black 1- Green						
1 ✓	1516P Sofa Swatch: Bro.						
1 B.O.	1535FF 2/pc. Butte: Black						
1 ✓	26S Swivel Encore: Patch/Lette <i>Beau</i>						
1 ✓	620 Chair Player: Black/Wht.						
1 ✓	15002P 2/pc. Swatch: Green						
1 ✓	919 Chair Stan: Gold N/C						

B. J. Morris

[Handwritten signature]

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."
 NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
 The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon and all other requirements of Rule 41 of the Consolidated Freight Classifications. Shipper's imprint in lieu of stamp, not a part of bill of lading approved by the Interstate Commerce Commission.

COOKE MANUFACTURING COMPANY, INC. Shipper

Per

Per

Agent

Permanent post-office address of shipper, CLEVELAND, TENNESSEE

Received \$ _____
 to apply in payment of the charges on the property described herein.

Agent or Cashier

Per _____
 (The signature here acknowledges only the amount prepaid.)
 Charges Advanced

If charges are to be prepaid, write in stamp here "To be Prepaid"

THE ABOVE MERCHANDISE IS ACCEPTED IN GOOD CONDITION

COOKE Manufacturing Company, Inc.

MANUFACTURERS OF LIVING ROOM FURNITURE

No. 08562

PHONE
615/476-5536

P. O. Box 519 King Edward Avenue

CLEVELAND, TENNESSEE 37311

DATE 4/19/71

SOLD
TO

Mollis Furniture Co.
P.O. Box 572
Foley, Ala.

SHIP
TO

SHIP VIA:		CUSTOMERS ORDER NO.	TERMS:	SALESMAN	PPD.	COLL.
T-17A S: 4			C.O.D. 1 / 3-30/60/90 NET 30 DAYS	Southerland		
QUANTITY		DESCRIPTION	UNIT PRICE	AMOUNT	TOTAL	
ORDERED	SHIPPED					
1	1	619 1/2 P Sleeper Terry; Pepper	132.95	132.95		
1	1	620P Sleeper Player: Black/Wht.	144.95	144.95		
1	1	555 Sofa Parfait: Blue	199.95	199.95		
2	2	556 Chair Parfait: Gold				
1	1	7051FF 2/pc. Parfait: Natural	169.95	169.95		
1	1	50 Chair Parfait: Green	38.95	38.95		
2	2	75R Recliner Butte: 1- Black 1- Green	59.95	119.90		
1	1	1516P Sofa Swatch: Bro.	106.95	106.95		
1	DO	1535FF 2/pc. Butte: Black	144.95	144.95		
1	1	26S Swivel Encore: Patch/Beige	45.95	45.95		
1	1	620 Chair Player: Black/Wht.	57.95	57.95		
1	1	15002P 2/pc. Swatch: Green	99.95	99.95		
1	1	919 Chair Stan: Gold	n/c			
					C	1,117.45
						1,066.60

THE COPY

Affidavit To Claim

STATE OF Tennessee }
COUNTY OF Bradley } ss.

Before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared Warren B. Mitchell who

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

1. he is Secretary-Treasurer of Cooke Mfg. Co., Inc. a corporation organized and doing business under the laws of the State of Tennessee

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 Cooke Mfg. Co., Inc.

; and the account against Hollis Furniture 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 invoice 8562; 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 Cooke Mfg. Co., Inc.

has no collateral or other security for the payment thereof and that there now remains due and owing from said Hollis Furniture Co. to Cooke Mfg. Co., Inc.

the sum of Nine hundred Forty-eight and 55/100 Dollars, together with interest thereon from 19

POWER OF ATTORNEY

To American Credit Indemnity or their agents

The Undersigned, Warren B. Mitchell of Cleveland

County of Bradley State of Tennessee

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 March 22, 19 72

IN PRESENCE OF

Carol Alshin
(Witness)

Acknowledged Before Me This 22nd day of March, 19 72

James H. Cooke
Notary Public
(Official Character)

(Corp. Seal)

Cooke Mfg. Co., Inc.

(Corporate, Partnership or Trade Name Here)

Warren B. Mitchell
(Signature of Corporate Officer, Partner or Individual)

Secretary-Treasurer

(Title)

ACCO

NAME

Hollis Furn. Co.

ADDRESS

P. O. Box 572
Foley, Alabama

REMARKS

MEMO	DATE	REF. NO.	DEBIT	CREDIT	BALANCE	SALES TO DATE	PROOF
149 GOD 3/8	NOV 14 70	4,653	1,311.35	0.00	1,311.35	1,311.35	0.00
	DEC 10 70	4,653	0.00	437.15	874.20	1,311.35	437.15
	JAN 9 71	4,653	0.00	437.10	437.10	1,311.35	874.25
	FEB 10 71	4,653	0.00	437.10	0.00	1,311.35	1,311.35
Ret ch	FEB 25 71	4,653	0.00	437.10 CR	437.10	1,311.35	874.25
87 GOD 369	MAR 3 71	7,171	1,697.25	0.00	2,134.35	3,008.60	874.25
70K/MADE GO	MAR 22 71	4,653	0.00	437.10	1,697.25	3,008.60	1,311.35
	MAR 22 71	7,171	0.00	599.20	1,098.05	3,008.60	1,910.55
CK 3/23	APR 7 71	7,171	0.00	599.20 CR	1,697.25	3,008.60	1,311.35
5369 7-17A	APR 21 71	8562	1,117.45	0.00	2,814.70	4,126.05	1,311.35
	APR 22 71	7,171	0.00	599.00	2,215.70	4,126.05	1,910.35
CK	MAY 8 71	7,171	0.00	599.00 CR	2,814.70	4,126.05	1,311.35
	MAY 19 71	8,562	0.00	372.43	2,442.22	4,126.05	1,683.83
	MAY 22 71	7,171	0.00	599.00	1,843.22	4,126.05	2,282.83
CK	JUN 5	8,562	0.00	272.48 CR	2,115.70	4,126.05	2,010.35
R CORR RET CK	JUN 5	9,360	0.00	100.00 CR	2,215.70	4,126.05	1,910.35
23-GOD 3/6/9	JUN 9 71	9,693	144.95	0.00	2,360.65	4,271.00	1,910.35
MEM 7/4, 8/4	JUN 9 71	9,694	0.00	149.95	2,210.70	4,271.00	2,060.30
44.95 7/4	JUN 19 71	8,562	0.00	372.43	1,838.22	4,271.00	2,432.78
	JUL 3 71	9,693	0.00	50.00	1,788.22	4,271.00	2,482.78
CK M G	JUL 15 71	8,562	0.00	272.43	1,515.74	4,271.00	2,755.26
ICORR RCMG	JUL 15 71	8562	0.00	100.00	1,415.74	4,271.00	2,855.26
	JUL 19 71	8,562	0.00	372.49	1,043.25	4,271.00	3,227.75
CK	AUG 4 71		0.00	50.00	993.25	4,271.00	3,277.75
	AUG 4 71		0.00	372.49 CR	1,365.74	4,271.00	2,905.26
	AUG 18 71	8,562	0.00	372.24	993.50	4,271.00	3,277.50
CK	SEP 4 71	9,693	0.00	44.03	948.55	4,271.00	3,322.45
CK M G	SEP 20 71		0.00	44.03 CR	993.50	4,271.00	3,277.50
PS	SEP 25 71		0.00	44.03	948.55	4,271.00	3,322.45
	FEB 17 72	13,494	5.69	0.00	954.24	4,276.69	3,322.45
21- ACT	MAR 8 72	13,494	0.00	5.69	948.55	4,276.69	3,328.14

COOKE MFG. CO.

STRAIGHT BILL OF LADING—SHORT FORM
ORIGINAL—NOT NEGOTIABLE

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading.

SHIPPER'S NO. 08562
CARRIER'S NO.

CARRIER

AT: CLEVELAND, TENNESSEE from COOKE MANUFACTURING COMPANY, INC.

the property described below in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, counted, and classified as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property, over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Freight Bill of Lading set forth (1) in Official, Southern, Western and Illinois Freight Classifications in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

(Mail or street address of consignee—For purposes of notification only.)

DATE: 4/19/71

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

Per _____
(Signature of consignor.)

When this form is used as a Railway Express Agency Receipt, all standard conditions applying to the Railway Express Agency Uniform Express Receipt will apply.

Hollis Furniture Co.

P.O. Box 572

Foley, Ala.

CON
SIGNED
T
O

SHIP VIA:		CUSTOMER ORDER NO.		SALES MAN		Southern Land		PPD:		COLL.	
T-17A Sc: 4											
NO. PACKAGES		Description of Articles, Special Marks, and Exceptions				WEIGHT SUB. TO COR.		CLASS OR RATE		Ck. Col.	
1 ✓		B18P 619P Sleeper Terry; Pepper									
1 ✓		620P Sleeper Player: Black/Wht.									
1 ✓		555 Sofa Parfait: Blue									
② ✓		556 Chair Parfait: Gold									
① ✓		7051FF 2/pc. Parfait: Natural									
1 ✓		50 Chair Parfait: Green									
2 ✓		75R Recliner Butte: 1- Black 1- Green									
1											
1 ✓		1516P Sofa Swatch: Bro.									
1 B.O.		1535FF 2/pc. Butte: Black									
1 ✓		26S Swivel Encore: Patch/Ledge <i>Brown</i>									
1 ✓		620 Chair Player: Black/Wht.									
1 ✓		15002P 2/pc. Swatch: Green									
1 ✓		919 Chair Stans: Cold N/C									

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."
NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

per

The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon and all other requirements of Rule 41 of the Consolidated Freight Classifications.Shipper's imprint in lieu of stamp not a part of bill of lading approved by the Interstate Commerce Commission.

COOKE MANUFACTURING COMPANY, INC.

Shipper

Per

Per

Agent

Permanent post-office address of shipper, CLEVELAND, TENNESSEE

Received \$ _____
to apply in prepayment of the
charges on the property de-
scribed herein.

Agent or Cashier

Per _____
(The signature here ac-
knowledges only the amount
prepaid.)

Charges Advanced

\$ _____
If charges are to be pre-
paid, write or stamp here "To
be Prepaid."

THE ABOVE MERCHANDISE IS ACCEPTED IN GOOD CONDITION

COOKE Manufacturing Company, Inc.

PHONE
615/476-5536

MANUFACTURERS OF LIVING ROOM FURNITURE

No. 08562

P. O. Box 519 King Edward Avenue

CLEVELAND, TENNESSEE 37311

DATE 4/19/71

SOLD TO
Mollis Furniture Co.
P.O. Box 572
Foley, Ala.

SHIP TO

SHIP VIA:		CUSTOMERS ORDER NO.	TERMS:	SALESMAN	PPD.	COLL.
T-17A St: 4			C.O.D. 1/3-30/60/90 NET 30 DAYS	Southerland		
QUANTITY		DESCRIPTION	UNIT PRICE	AMOUNT	TOTAL	
ORDERED	SHIPPED					
1	1	619 1/2 P Sleeper Terry; Pepper	132.95	132.95		
1	1	620P Sleeper Player: Black/Wht.	144.95	144.95		
1	1	555 Sofa Parfait: Blue	199.95	199.95		
2	2	556 Chair Parfait: Gold				
1	1	7051FF 2/pc. Parfait: Natural	169.95	169.95		
1	1	50 Chair Parfait: Green	38.95	38.95		
2	2	75R Recliner Butte: 1- Black 1- Green	59.95	119.90		
1	1	1516P Sofa Swatch: Bro.	106.95	106.95		
1	BO	1535FF 2/pc. Butte: Black	144.95	144.95		
1	1	26S Swivel Encore: Patch/Beige	45.95	45.95		
1	1	620 Chair Player: Black/Wht.	57.95	57.95		
1	1	15002P 2/pc. Swatch: Green	99.95	99.95		
1	1	919 Chair Stam: Gold	n/c			
				C	1,117.45	1,117.45

FILE COPY

COOKE'S MANUFACTURING
COMPANY, INC., a
corporation,

PLAINTIFF,

-Versus-

WAYNE HOLLIS individually
and d/b/a HOLLIS FURNITURE
COMPANY

DEFENDANT.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY,
~~MOBILE COUNTY~~

ALABAMA

AT LAW

CASE NO. 10336

NON-MILITARY AFFIDAVIT

STATE OF ALABAMA)

COUNTY OF MOBILE)

Now comes, T. Dwight Reid,
who being first duly sworn, deposes and says that the defendant
herein, Wayne Hollis,
was not at the time of filing of this suit, and is not now in
the Military or Naval Service of the United States.

The Defendant resides at Foley, Alabama

T. Dwight Reid

SWORN TO AND SUBSCRIBED BEFORE ME,

This 12th day of July, 1972.

Susan Mitchell

~~XX~~
NOTARY PUBLIC, STATE AT LARGE

FILED

CLERK.

no verified account.

COOKE'S MANUFACTURING COMPANY,
INC., a corporation,

Plaintiff,

vs.

WAYNE HOLLIS individually and
doing business as HOLLIS
FURNITURE COMPANY,

Defendant.

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

(

(

(

CASE NO. 10,336

COUNT ONE

Plaintiff claims of the defendant the sum of NINE HUNDRED FORTY EIGHT & 55/100 (\$948.55) dollars due from them by account on, to-wit: the 25th day of September, 1971, which sum of money with the interest thereon is still unpaid.

COUNT TWO

Plaintiff claims of the defendant the sum of NINE HUNDRED FORTY EIGHT & 55/100 (\$948.55) DOLLARS due from them by account stated on-to-wit; the 25th day of September, 1971, which sum of money with the interest thereon is still unpaid.

COUNT THREE

Plaintiff claims of the defendant the sum of NINE HUNDRED FORTY EIGHT & 55/100 (\$948.55) DOLLARS due for merchandise had and received by the defendants from the plaintiff prior to the 25th day of September, 1971, which sum of money with the interest thereon is still unpaid.

COUNT FOUR

Plaintiff claims of the defendant the sum of NINE HUNDRED FORTY EIGHT & 55/100 (\$948.55) DOLLARS due from them by account on, to-wit: September 25, 1971, which sum of money with the interest thereon is still unpaid. This suit is filed on an itemized, verified statement of the account which will be attached hereto at the time of trial.

PERLOFF, REID & BRISKMAN

Attorney for Plaintiff

Defendant's address:

Foley, Alabama

FILED

APR 4 1972

EUNICE B. BLACKMON
CLERK

SUMMONS AND COMPLAINT

MOORE PRINTING CO. BAY MINETTE ALA.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No. 10,336

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Wayne Hollis individually & 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 Wayne Hollis
individually & doing business as Hollis Furniture Company Defendant.

by Cooke's Manufacturing Company, Inc. a corporation

Plaintiff.

witness my hand this 4th day of April 1972

Eunice B. Blackmon, Clerk

No. 10,336

Page.....

STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

COOKE'S MANUFACTURING COMPANY INC.

A CORPORATION

Plaintiffs

VS.

WAYNE HOLLIS individually & doing
business as Hollis Furniture Company

Defendants

SUMMONS AND COMPLAINT

Filed April 4, 1972

Eunice B. Blackmon Clerk

APR 5 1972

TAYLOR YALOWINS
SHERIFF

Perloff, Reid & Brackman

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

APR 5 1972 19.....

TAYLOR YALOWINS Sheriff

I have executed this summons

this April 7 1972

by leaving a copy with

Wayne Hollis, d/b/a

TAYLOR YALOWINS Sheriff

TAYLOR YALOWINS Sheriff

TAYLOR YALOWINS Sheriff

TAYLOR YALOWINS Sheriff

TAYLOR YALOWINS Sheriff

TAYLOR YALOWINS Sheriff

TAYLOR YALOWINS Sheriff

TAYLOR YALOWINS Sheriff

TAYLOR YALOWINS Sheriff

TAYLOR YALOWINS Sheriff

TAYLOR YALOWINS Sheriff

TAYLOR YALOWINS Sheriff

Law Offices of
PERLOFF, REID & BRISKMAN
257 ST. ANTHONY STREET
MOBILE, ALABAMA 36603

MAYER W. PERLOFF
T. DWIGHT REID
DONALD M. BRISKMAN

July 12, 1972

AREA CODE 205
TELEPHONE 438-5412

Baldwin County Circuit Court
Baldwin County Courthouse
Bay Minette, Alabama

Re: #10336-Cooke's Mfg. Co., Inc.
vs. Hollis Furniture Company

Dear Sirs:

Enclosed find a non-military affidavit in the above matter.
Please enter a default judgment in the above matter in favor of
the plaintiff and against the defendant in the amount of \$948.55,
and advise me of the date entered.

Thank you for your cooperation.

Very truly yours,


T. DWIGHT REID

TDR/sjm