

HOLLYWOOD MATTRESS COMPANY, )  
a corporation, )  
Plaintiff, )  
VS. )  
MATTHEWS FURNITURE COMPANY, )  
INC., a corporation, )  
Defendant. )

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW NO. 3489

ANSWER

Now comes the defendant and for answer to the complaint and to each and every count thereof, separately and severally, says:

1. Not guilty.
2. The allegations of the complaint are untrue.
3. For further answer to the complaint and to each

count thereof, separately and severally, the defendant says that the only consideration for the account here sued on was one hundred <sup>thirty</sup> ~~(100)~~ <sup>130</sup> mattresses which were sold by the plaintiff to the defendant, and that <sup>at</sup> the time of the sale the plaintiff represented and warranted to the defendant that the said mattresses had foam rubber therein on each side thereof under the covering one-fourth (1/4) to three-sixteenths (3/16) of an inch in thickness over the entire area of the mattresses, which representations and warranties were not true and the said mattresses did not have foam rubber therein as represented but only had a small piece of foam rubber approximately eighteen (18) inches square on each side thereof. Defendant further avers that when this defect was discovered he then had on hand ninety (90) of the said mattresses. Because of the said defects in the said mattresses, he rescinded the contract of sale and offered to return to the plaintiff the ninety (90) mattresses which he then had on hand. The plaintiff accepted the return of thirty-seven (37) of the said mattresses and agreed to pick up the remaining fifty-three (53) of the said mattresses, which it failed to do, because of which the plaintiff ought not to recover.

*Filed*  
2-9-60

*J. B. Blackburn*  
Attorney for defendant

HOLLYWOOD MATTRESS COMPANY,  
a corporation,

Plaintiff,

VS.

MATTHEWS FURNITURE COMPANY,  
INC., a corporation,

Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

AFFIDAVIT DENYING CORRECTNESS OF ITEMIZED, VERIFIED ACCOUNT

STATE OF ALABAMA )

BALDWIN COUNTY )

Before me, the undersigned authority, within and for  
said County in said State, personally appeared J. R. Matthews, who,  
after being by me first duly and legally sworn, deposes and says:

That he is President of Matthews Furniture Company, Inc.,  
a corporation, and that as such officer he is authorized to make  
this affidavit for and on behalf of the said corporation; that he  
denies on information and belief the correctness of the account,  
which is attached to and made a part of the complaint in this cause;  
that the defendant denies liability and disputes the whole account,  
which is described in the said complaint.

X J. R. Matthews Pres

Sworn to and subscribed before me on  
this the 30<sup>th</sup> day of April, 1958.

Mary Lou Blackburn

Notary Public, Baldwin County, Alabama

Filed 5-2-58

S U M M O N S

THE STATE OF ALABAMA  
COUNTY OF BALDWIN

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

TO ANY SHERIFF OF THE STATE OF ALABAMA- - - - -GREETING:

You are hereby commanded to summons MATTHEWS FURNITURE COMPANY, INC., a corporation, to appear before the Circuit Court, to be held for said County at the place of holding same, within thirty (30) days from service of this process, then and there to answer the complaint of HOLLYWOOD MATTRESS COMPANY, a corporation.

Witness my hand this 31 day of March, 1958.

Clerk

\* \* \* \* \*

C O M P L A I N T

HOLLYWOOD MATTRESS COMPANY,  
a corporation

PLAINTIFF

VS

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

MATTHEWS FURNITURE COMPANY, INC.,  
a corporation

DEFENDANT

I.

The plaintiff claims of the defendant One Thousand One Hundred & NO/100 Dollars (\$1,100.00), due from him on account, to-wit: the 7th day of September, 1956, which sum of money, with interest thereon, is still unpaid.

## II.

The plaintiff claims of the defendant One Thousand One Hundred & NO/100 Dollars (\$1,100.00), due from him for merchandise, goods,

and chattels sold by the plaintiff to the defendant on, to-wit:  
the 7th day of September, 1956, which sum of money, with interest  
thereon, is still unpaid.

  
\_\_\_\_\_  
Attorney for Plaintiff

There is attached hereto as Exhibit "A"  
and made a part hereof, an itemized  
statement of account verified by affidavit  
of Nathan Nash, a competent witness, sworn  
to before a Notary Public, which statement  
shows the amount due on this account as of  
the 21st day of October, 1957, and due at  
present, and is.

The defendant does business at Robertsdale,  
Alabama.

INVOICE

No. ~~22796~~ 24112**HOLLYWOOD***Mattress Co.*

253 N. E. 73rd STREET

MIAMI, FLORIDA

TELEPHONES: 84-9519 • 84-9510



Sylcon  
is the only  
mattress to  
receive the Award  
of the New York  
Museum of Science  
and Industry.

**SYLCON**

BEDDING PRODUCTS

SOLD TO: Matthews Furniture Co.  
Robertsdale, Alabama

DATE April 14, 1956

TERMS

SALESMAN

YOUR PURCHASE ORDER NO.

SHIP VIA

**2% 10 EOM**

QUANTITY	STYLE NO.	DESCRIPTION	UNIT PRICE	TOTAL
30	#1200	Duplicate of Invoice #24112- Mattress only. 15/Grey, 15/Turq.	20.75	622.50
		Signed by Vera Free		

197

INVOICE

STATE OF Florida

COUNTY OF Dade

Before me, the undersigned authority in and for aforesaid county and state, who as a notary public under my seal of office, which seal of office is hereto attached, personally appeared Nathan

Nash known to me, who being duly sworn, upon his oath

stated he is President

of Hollywood Mattress Co. a corporation organized and doing business under the

laws of Fla.; a partnership composed of

\_\_\_\_\_; a sole trader doing business

as \_\_\_\_\_; that as such he makes this

affidavit; that he is familiar with the books and business of Hollywood Mattress Co.;

that the attached account against Matthews Furniture Co. is just and correct

within the knowledge of this affiant; that he has authority to make this affidavit and that he has personal

knowledge of the matters contained herein; that the items thereon stated and composing the said account

were sold and delivered to the said Matthews Furniture Co. at the special

instance and request of the debtor and that credit has been duly given for all payments and just and law-

ful offsets to which said account is entitled as thereon stated and that the balance thereof amounting to

the sum of One Thousand-One Hundred Dollars (\$ 1,100.00) with interest from \_\_\_\_\_, 19

is justly due and remains unpaid.

Nathan Nash pres

Sworn to, subscribed, acknowledged, signed and sealed before me, as a notary public under my seal of office, with my seal hereto affixed on this the 21<sup>st</sup> day of October, 1957

Debra B. Strubbe

A Notary Public in and for the

State of Florida

County \_\_\_\_\_

Notary Public, State of Florida at Large,  
My Commission Expires Sept. 3, 1960.

HOLLYWOOD MATTRESS COMPANY,	)	
a corporation,	)	
	)	
Plaintiff,	)	IN THE CIRCUIT COURT OF
VS.	)	BALDWIN COUNTY, ALABAMA
	)	
MATTHEWS FURNITURE COMPANY,	)	AT LAW
INC., a corporation,	)	
	)	
Defendant.	)	

MOTION TO REQUIRE SECURITY FOR COSTS

In this cause it appears that the plaintiff is a non-resident of the State of Alabama, and that it has not deposited or secured the court costs to be incurred in this proceeding.

WHEREFORE, defendant moves the court to require the plaintiff to deposit or secure court costs in this case, or upon its failure so to do that the said cause be dismissed.

*J. B. Blackburn*  
 Attorney for defendant

*Filed*  
*5-2-58*

HOLLYWOOD MATTRESS COMPANY,  
a corporation,

PLAINTIFF,

VS.

MATTHEWS FURNITURE COMPANY,  
INC., a corporation,

DEFENDANT.

) IN THE CIRCUIT COURT OF

) BALDWIN COUNTY, ALABAMA

) AT LAW NO. 3489

MOTION FOR NEW TRIAL

TO THE HONORABLE H. M. HALL, JUDGE OF THE CIRCUIT COURT OF BALDWIN  
COUNTY, ALABAMA:

Comes the plaintiff and moves the Court to set aside the  
judgment of the Court entered February 9, 1960 and to grant unto  
the plaintiff a new trial, and as grounds for said motion the  
plaintiff sets down and assigns the following separate and several  
grounds:

1. That the judgment was contrary to law.
2. That the judgment was obtained as the result of accident  
and mistake.
3. That the prime defense relied upon by the defendant was  
Title 57, Section 75, Code of Alabama 1940, as set forth in the  
answer of the defendant heretofore filed in said cause; that test-  
imony of the defendant's executive officer, at the hearing led the  
Court and the plaintiff to conclude that the defendant was holding  
the fifty-three mattresses for the plaintiff and which the plain-  
tiff was free to pick up, when in fact the mattresses were not  
being held by the defendant, and had, according to later admissions  
of the defendant, been damaged by fire, been rendered worthless,  
and had been thrown away by the defendant, without notice to the  
plaintiff.

WHEREFORE, the premises considered, this plaintiff moves  
the Court to set aside the judgment heretofore rendered in said  
cause, and grant this plaintiff a new trial therein.

FILED

MAR 10 1960

ALICE L. DUCK, CLERK  
REGISTER

  
ATTORNEY FOR PLAINTIFF



Filed in office March 10, 1960.

Devin J. Wene  
Circuit Clerk

Upon consideration of the foregoing, this motion is set for  
hearing on the 18 day of March, 1960, at 10 A. M.

Hubert M. Hall  
CIRCUIT JUDGE

100  
145  
89