

HANAW BROTHERS, a partnership composed of Albert D. Hanaw and Milton J. Hanaw, as assignees of Tilton Grocery Company, a corporation,
Plaintiffs,
VS.
J. J. ANDREWS and CARL ANDREWS, individually and as partners under the firm name of J. J. Andrews & Son,
Defendants.

: CIRCUIT COURT OF
: BALDWIN COUNTY,
: ALABAMA

Come the plaintiffs and moves the Court to enter a judgment by default against the said defendants and in favor of the plaintiffs in the above styled cause, and for grounds for said motion show unto the Court that the complaint and summons in said cause were served upon the defendants on the 3rd day of September, 1931, and no appearance has been made or entered by or for the defendants since said date;

And plaintiffs say further that the debt sued upon is evidenced by a verified, itemized statement thereof, filed with and noted upon the complaint, that amount of said account as shown by said statement is \$156.19, together with legal interest thereon from the 17th day of April, 1931, amounting to \$7.81, or a total of \$164.00, for which the plaintiffs ask judgment against the defendants.

Gray & Poir
Attorneys for Plaintiff

STATE OF ALABAMA :
: BALDWIN COUNTY :

I. T. W. Richerson, Clerk of the Circuit Court of Baldwin County, Alabama, hereby certify that the above styled suit was filed in the law side of this court on the 7 day of ~~September~~ 1931; that the summons and complaint were thereafter by me duly issued to Honorable Ramsey Stuart, Sheriff of Baldwin County, to be served upon the defendants, and that said Sheriff thereafter made his return to me, showing that he had served a copy of said summons and complaint upon the defendants on the 3rd day of September, 1931.

I further certify that no appearance, demurrer, plea or answer has been filed by or for said defendants in said cause.

Witness my hand, this the 8th day of December, 1931.

I. T. W. Richerson CLERK

Frank Ave 8/931
Mr. K. K. K.
A. K. K.

RECORDED

The State of Alabama, Baldwin County
CIRCUIT COURT

To Any Sheriff of the State of Alabama—Greeting:

You are hereby commanded to summon J.J.Andrews and Carl Andrews, individually
and as partners under the firm name of J.J.Andrews & Son,

to appear in the Circuit Court of Baldwin County, Alabama, at the place
of holding the same and plead, answer, or demur, within thirty days from service hereof to the complaint of
Hanaw Brothers, a partnership composed of Albert D.Hanaw and Milton J.Hanaw,
as assignees of Tilton Grocery Company, a corporation, bankrupt,

Witness this 17th day of August, 19 31.

D. M. Williams, Clerk.

IF THE DEFENDANT FAILS TO APPEAR AND PLEAD, ANSWER OR DEMUR WITHIN
THIRTY DAYS AFTER SERVICE THE PLAINTIFF MAY TAKE JUDGMENT BY DEFAULT.

COMPLAINT

_____	VS.	_____
_____		_____
_____		_____
_____		_____
Plaintiff		Defendant

And the Plaintiff claim of the Defendant

Dollars, due

Original
No.

The State of Alabama

County

CIRCUIT COURT

Hanaw Brothers as assignee of

Tilton Brothers Grocery Co
a corporation Bankrupt Plaintiff

vs.

J.J. Andrews and Carl Andrews

Individually and as partners under

the firm name of Defendant
J.J. Andrews & Son.

Summons and Complaint

Filed this 7th day of

August, 1931.

M. M. ...
Clerk.

Gray & Pou.

Plaintiff's Attorney.

Received this ... day

of ..., 19...

..., Sheriff.

Executed this 3rd day

of Sept, 1931, by

leaving a copy of the within Summons and Com-
plaint with

*J.J. Andrews and
Carl Andrews*
Defendant.

Defendant.

W. R. Stewart
by O. H. Smith
Sheriff.

The State of Alabama,

COUNTY

To the Sheriff of ... County:

Whereas, the Plaintiff in the within stated
cause has made affidavit and given bond as
required by law, you are hereby required to
take the property mentioned in the complaint
into your possession, unless the Defendant
give bond payable to the Plaintiff with
sufficient surety in double the amount of the
value of the property, with condition that if the
Defendant

cost in the suit,
within thirty days thereafter, deliver the property
to the Plaintiff, and pay all costs and damages
which may accrue from the detention thereof.

..., Clerk.

HANAW BROTHERS, a partnership composed of Albert D. Hanaw and Milton J. Hanaw, as assignees of Tilton Grocery Company, a corporation, bankrupt,

Plaintiffs,

-Vs-

J. J. ANDREWS and CARL ANDREWS, individually and as partners under the firm name of J. J. Andrews & Son,

Defendants.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

COUNT ONE

The plaintiffs, who sue as assignees of V. B. McAleer, trustee in bankruptcy of Tilton Grocery Company, a corporation, claim of the defendants the sum of \$156.19, due from them by account stated between the plaintiffs and the defendants, to-wit, on the 21st day of July, 1931, which sum of money, with interest thereon, is due and still unpaid.

COUNT TWO

The plaintiffs, who sue as assignees of V. B. McAleer, trustee in bankruptcy of Tilton Grocery Company, a corporation, claim of the defendants the sum of \$156.19, due from them by account, to-wit, on the 17th day of April, 1931, which sum of money, with interest thereon, is still due and unpaid.

The Account sued on is evidenced by itemized, verified statement filed with this complaint.

Gray & Poon
Attorneys for Plaintiffs

depts address
Daphne, Ala.

Before me, the undersigned authority, personally appeared

M. J. Hanaw

of Mobile, Ala.

known to me, who being duly sworn, upon his oath states that he is

member of the firm

of *Hanaw Brothers*, as assignees of *Fulton Grocery Co.*, a corporation, in bank-
ruptcy.

a corporation organized and doing business under the laws of

a partnership composed of

Albert J. Hanaw and Milton J. Hanaw

a sole trader doing business as

J

and that as such he makes this affidavit; that he is familiar with the books and business of said

Hanaw Bros.

that the attached account against *J. J. Andrews & Son*

is just and correct, and within the personal knowledge of this affiant; that the items thereon stated and composing the

said account were sold and delivered to said

J. J. Andrews Son

at the special instance and request of said debtor, and that credit has been duly given for all payments and just and
lawful offsets to which said account is entitled as thereon stated, and that the balance thereof, amounting to the sum of

One Hundred Fifty Six and 12/100 Dollars (\$*156.12*) with interest

from *19*, is justly due and remains unpaid.

Sworn to and subscribed before me on this the

13th

day of

August

19*31*

Fulton

Notary Public.

August 1928

J. J. Andrews & Son,
Daphne, Ala.

To Hanaw Brothers as assignees of The Tilton Grocery Co. Inc. a
corporation, in Bankruptcy, Dr.

1928				
Nov.	1,	Balance		54.97
	5,	B/R		22.62
	5,	"		9.00
	5,	"		4.85
	12,	"		26.92
	12,	"		14.90
	19,	"		25.52
	19,	"		4.73
	19,	"		8.15
	26,	"		32.00
	5,	By Cash	20.00	
	5,	C/M	3.21	
	10,	Cash	25.00	
	26,	"	40.00	
	19,	"	2.80	
1928				
Dec.	1,	Balance		112.65
	3,	B/R		23.82
	10,	"		7.20
	17,	"		27.59
	24,	"		46.54
	3,	By Cash	20.00	
	10,	"	25.00	
	15,	"	25.00	
	24,	"	30.00	
1929				
Jan.	1,	Balance		117.80
	1,	B/R		22.10
	1,	"		14.30
	7,	"		11.54
	14,	"		17.63
	14,	"		10.84
	21,	"		19.36
	21,	"		4.00
	28,	"		8.35
	31,	C/M	8.65	
	1,	Cash	40.00	
	7,	"	15.00	
	12,	"	20.00	
	21,	"	30.00	
	21,	C/M	11.00	
	28,	Cash.	30.00	
Feb.				
	1,	Balance		71.27
	4,	B/R		20.37
	4,	"		2.55
	11,	"		15.96
	18,	"		28.85
	25,	"		18.30
	25,	"		14.65
	4,	By Cash	20.00	
	11,	"	15.00	
	18,	"	15.00	
	18,	C/M	2.70	
	25,	Cash	25.00	
	25,	"	4.50	
	25,	"	.90	
Mar.	1,	Balance carried forward.		88.65

1929

Mar. 1,	Balance		88.65
4,	B/R		25.35
11,	"		8.16
18,	"		5.62
25,	"		28.24
4,	By Cash	25.00	
9,	"	10.00	
25,	"	15.00	
25,	"	2.10	
Apr. 1,	Balance		103.92
1,	B/R		27.47
1,	"		28.60
8,	"		12.50
15,	"		24.20
22,	"		46.70
22,	"		6.00
29,	"		22.47
2,	By Cash	40.00	
8,	"	20.00	
15,	"	15.00	
22,	C/M	.96	
22,	Cash	25.00	
29,	"	15.00	
29,	C/M	1.98	
May 1,	Balance		153.97
6,	B/R		30.31
6,	"		18.10
13,	"		26.24
13,	"		22.94
20,	"		25.83
20,	"		14.75
20,	"		9.18
27,	"		20.70
27,	"		8.34
May 6,	By Cash	46.00	
6,	C/M	1.25	
13,	Cash	30.00	
20,	"	50.00	
27,	"	25.00	
13,	C/M	1.40	
20,	"	7.20	
June 1,	Balance		169.51
3,	B/R		23.73
3,	"		3.85
10,	"		28.31
10,	"		11.93
17,	"		33.83
17,	"		4.48
24,	"		25.29
24,	"		19.25
24,	"		2.70
29,	"		.25
3,	C/M	2.85	
4,	Cash	25.00	
10,	Cash	25.00	
10,	C/M	7.23	
17,	Cash	25.00	
17,	C/M	2.92	
21,	Cash	30.00	
21,	C/M	.90	
July 1	Balance carried forward		204.23

1929			
July 1,	Balance		
1,	B/R		204.23
8,	"		22.51
8,	"		29.17
15,	"		23.22
15,	"		37.75
22,	"		6.77
29,	"		12.31
29,	"		31.21
			19.15
1,	By Cash	30.00	
1,	C/R	7.12	
8,	Cash	30.00	
15,	"	30.00	
8,	C/M	7.64	
29,	"	3.50	
22,	Cash	25.00	
29,	"	30.00	
Aug. 1,	Balance		203.91
5,	B/R		1.93
5,	"		28.80
12,	"		26.66
19,	"		22.54
26,	"		27.54
26,	"		8.20
5,	By Cash	40.00	
12,	"	25.00	
19,	"	30.00	
19,	"	40.00	
19,	C/M	1.82	
26,	"	1.75	
26,	"	7.78	
Sept. 1,	Balance		173.23
2,	B/R		31.62
3,	"		10.92
7,	"		25.61
7,	"		30.12
16,	"		44.92
23,	"		24.55
23,	"		9.40
7,	C/M	1.10	
3,	Cash	30.00	
9,	"	30.00	
9,	C/M	2.00	
16,	Cash	30.00	
23,	"	25.00	
Oct. 1,	Balance		232.27
1,	B/R		21.04
7,	"		40.99
14,	"		25.13
21,	"		2.45
21,	"		18.61
28,	"		10.86
2,	By Cash	20.00	
1,	C/M	1.45	
7,	Cash	30.00	
15,	"	40.00	
21,	"	25.00	
21,	"	2.45	
26,	"	20.00	
Nov. 1,	Balance carried forward.		212.45

Nov. 1,	Balance		212.45
4,	B/R		24.53
11,	"		21.57
18,	"		10.65
25,	"		19.69
25,	"		6.00
4,	By Cash	20.00	
12,	"	20.00	
18,	"	15.00	
25,	"	20.00	
25,	C/M	4.60	
Dec. 1,	Balance		215.29
2,	B/R		49.50
2,	"		10.24
9,	"		9.75
16,	"		31.33
16,	"		9.20
23,	"		11.70
30,	"		14.70
2,	By Cash	25.00	
9,	"	25.00	
16,	"	25.00	
2,	C/M	14.85	
7,	"	3.22	
17,	"	.90	
23,	Cash	10.00	
31,	"	15.00	
1930			
Jan. 1,	Balance		232.74
6,	B/R		28.23
13,	"		18.59
13,	"		3.80
20,	"		10.46
27,	"		15.47
6,	By Cash	30.00	
12/31,	C/M	4.50	
Jan. 6,	C/M	1.30	
6,	Cash	1.06	
13,	"	15.00	
21,	"	12.50	
27,	"	12.00	
13,	C/M	2.46	
13,	"	6.47	
Feb. 1,	Balance		214.00
3,	B/R		7.95
10,	"		22.55
17,	"		25.28
20,	"		1.15
21,	"		24.05
3,	By Cash	15.00	
10,	"	15.00	
17,	"	15.00	
24,	"	15.00	
24,	C/M	.95	
Mar. 1,	Balance		198.54
3,	B/R		13.32
10,	"		25.91
17,	"		11.01
24,	"		6.70
3,	By Cash	25.00	
10,	"	30.00	
17,	"	20.00	
17,	C/M	.95	
23,	Cash	10.00	
April 1,	Balance carried forward		168.93

188.93
21.89
17.60
17.62
20.56
20.53

Apr. 1, Balance
7, B/R
17, "
14, "
21, "
28, "

10.44
25.00
10.00
3.00
17.00
20.00
20.00
.88

1, C/M
1, Cash
7, "
14, "
14, "
21, "
28, "
28, C/M

160.80
24.39
8.14
20.16
9.33
.55
19.95
6.97
28.63
9.87

May 1, Balance
5, B/R
5, "
12, "
12, "
17, "
19, "
19, "
26, "
26, "

20.00
8.14
.98
20.00
9.33
20.00
6.97
.55
15.00
9.87
6.00

5, By Cash
5, "
5, C/M
12, Cash
13, "
19, "
21, "
19, C/M
26, Cash
27, "
26, C/M

171.98
26.62
29.75
6.48
19.82
3.25
20.88
7.97

June 1, Balance
2, B/R
9, "
9, "
16, "
16, "
23, "
23, "

25.00
2.43
25.00
6.48
1.15
25.00
3.25
20.00
7.97

2, By Cash
2, C/R
9, Cash
10, "
16, C/R
16, Cash
16, "
23, "
24, "

170.47
26.98
9.52
18.13
10.13
28.26
9.15
17.31
10.85
18.68

July 1, Balance
1, B/R
1, "
7, "
7, "
14, "
14, "
21, "
21, "
28, "

25.00
9.52
21.00
19.13
21.00
9.15
25.00
10.85
16.00

July 1, By Cash
1, "
7, "
8, "
14, "
15, "
21, "
22, "
28, "

171.83

Aug 1, Balance carried forward.

1930

August 1, Balance

171.83

4, B/R

38.76

4, "

9.94

11, "

28.06

11, "

14.02

18, "

16.60

18, "

8.55

25, "

17.48

25, "

11.60

4, By Cash

25.00

5, "

9.94

11, "

20.00

11, "

14.02

18, "

25.00

19, "

8.55

25, "

20.00

26, "

11.60

Sept. 1, Balance

182.73

1, B/R

31.40

8, "

21.63

8, "

17.04

8, "

3.55

15, "

21.69

22, "

13.11

22, "

3.35

29, "

18.18

29, "

8.47

1, C/M

.80

2, Cash

30.00

9, "

17.04

9, "

10.00

8, C/M

10.66

15, Cash

15.00

24, "

25.00

29, "

18.00

29, "

8.47

Oct. 1 Balance

186.18

6, B/R

23.62

6, "

10.03

13, "

16.82

20, "

18.81

20, "

11.63

27, "

22.76

27, "

5.13

25, "

10.03

Oct 8, C/R

.55

6, Cash

10.03

6, "

20.00

13, "

16.00

15, "

10.03

20, "

11.63

20, "

20.00

27, "

20.00

27, "

5.13

Nov. 1 Balance carried forward.

191.64

1930

Nov. 1, Balance

191.64

3, B/R

13.06

3, "

12.79

10, "

21.36

10, "

6.35

10, "

6.27

17, "

31.75

24, "

7.57

25, "

4.44

10, C/M

1.68

1, Cash

20.00

4, "

12.79

10, "

25.00

11, "

6.27

18, "

30.00

24, "

10.00

24, "

4.44

Dec. 1, Balance

185.05

1, B/R

14.85

1, "

28.63

8, "

12.66

15, "

5.49

15, "

8.50

22, "

16.14

29, "

4.68

29, "

8.40

1, C/M

3.93

1, Cash

20.00

2, "

14.85

8, "

15.00

15, "

11.00

16, "

8.50

22, "

15.00

29, "

6.37

29, "

10.00

22, C/M

1.60

29, C/M

2.03

1931

Jan. 1, Balance

161.06

5, B/R

17.59

12, "

18.29

12, "

6.15

19, "

18.94

26, "

27.03

26, "

5.82

X

6, By Cash

20.00

13, "

25.00

19, C/M

3.27

19, Cash

20.00

26, C/M

4.74

24, Cash

25.00

27, "

5.82

Feb. 1, Balance

151.05

2, B/R

23.00

2, "

7.12

9, "

7.53

9, "

10.88

16, "

13.43

16, "

6.06

23, "

17.43

23, "

6.44

2, By Cash

20.00

3, "

7.12

7, "

15.00

9, C/M

3.80

18, Cash

15.00

18, "

6.06

24, "

15.00

24, "

6.44

Mar. 1 Balance carried forward

154.52

1931			
March 1,	Balance		154.52
2,	B/R		22.78
3,	"		3.15
9,	"		6.83
16,	"		11.71
3,	C/M	1.05	
2	Wash	24.30	
3,	"	7.45	
16,	"	11.05	

March 17th. Balance

156.19