SUMMONS

(4671)

THE STATE OF ALABAMA,)

BALDWIN COUNTY.

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

You are hereby commanded to summon W. F. ANDERSON, doing business as Anderson Dept. Store, 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, Alabama, at the place of holding same by FIRST NATIONAL COMPANY, doing business as OLD KENTUCKY MANUFACTURING COMPANY, a Tennessee corporation.

Witness my hand this the 42 day of November, 1959.

Clerk Clerk

COMPLAINT

FIRST NATIONAL COMPANY, d/b/a)
OLD KENTUCKY MANUFACTURING)
COMPANY, a Tenessee Corporation) IN THE CIRCUIT COURT OF
PLAINTIFF)
BALDWIN COUNTY, ALABAMA
VS:

W. F. ANDERSON, doing business)
as ANDERSON DEPT. STORE,
DEFENDANT)

COUNT I:

The plaintiff claims of the defendant TWO HUNDRED TWENTY-EIGHT & 65/100 DOLLARS (\$228.65) balance due from him by account on, to wit: the 6th day of August, 1959, which sum of money, with interest thereon is still unpaid.

COUNT II:

The plaintiff claims of the defendant TWO HUNDRED TWENTY-EIGHT & 65/100 DOLLARS (\$228.65) balance due from him on account stated between the plaintiff and the defendant on, to wit: the 6th day of August, 1959, which sum of money, with interest thereon, is still unpaid.

COUNT III:

The plaintiff claims of the defendant TWO HUNDRED TWENTY-EIGHT & 65/100 DOLLARS (\$228.65) balance dur from him for merchandise, goods and chattels sold by the plaintiff to the defendant on, to wit: the 6th day of August, 1959, which sum of money, with interest thereon is still unpaid.

There is attached to the original hereof, an itemized statement of account, verified by the affidavit of a competent witness, sworn to before a notary public, which shows the amount due on this account as of the 6th day of August, 1959.

The defendant's address is: Foley, Alabama

Atzorney for Plaintiff

CKY Manufacturing Company 227 2ND AVE. N. . NASHVILLE, TENN. Manufacturers of WORK CLOTHING AND SPORTSWEAR

"MADE IN AMERICA BY AMERICANS"

THIS ACCOUNT IS ASSIGNED AND PAYABLE EXCLUSIVELY TO. THE OLD KENTUCKY SALES COMPANY, 227 2ND AVENUE NORTH, NASHVILLE, TENN

INVOICE

NUMBÉR

PAGE.

TERMS: NET 30 DAYS

ALL GOODS SOLD F.O.B. SHIPPING POINT

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Based upon guaranty received, we guarantee that tests made, in accordance with the Flammable Fabrics Act. show that fabrics used in the garments covered by this invoice are not so highly flammable as to be dangerous

W. F. Anderson

Foley, Alabama

Anderson Dept. Store



With respect to each and every item invoiced hereon to which the Federal Trade Commission rules for the rayon and acetate textile industry are applicable, the Seller hereby warrants that such item or items are plainly tagged or labeled or otherwise are plainly marked in strict conformity with said rules.



On parcel post shipments, the shipper is a self-insurer and responsibility is assumed for damage or loss in transit except when shipments are insured by the Post. Office Department. On all other shipments, our responsibility ceases with delivery to carrier. All claims must be made within five days.



TABULATING COPY

Manufacturers of WORK CLOTHING AND SPORTSWEAR

"MADE IN AMERICA BY AMERICANS"

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INVOICE PAGE **NUMBER**

W. F. Anderson Dept. Store Anderson Dept. Store Foley, Alabama

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"MADE IN AMERICA BY AMERICANS"

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THE OLD KENTUCKY SALES COMPANY, 227-2ND AVENUE,
NORTH, NASHVILLE, TENN.

W. F. Anderson Anderson Dept. Store Foley, Alabama 9076 11 18 58 1 s

ALL GOODS SOLD F.O.B. SHIPPING POINT

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Affidavit to Claim

STATE OF Tennessee
COUNTY OF Davidson
Before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared F. C. Thompson who
being by me first duly sworn according to law, deposes and says that he is Credit Manger
of First National Company dba Old Kentucky Manufacturing Company
1. A corporation organized and doing business under the laws of the State of Pennessee
2. A partnership composed of
3. A 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 saidFirst National Co. dba Old Kentucky Mfg.
Company that the account against W. F. Anderson, Anderson Dept. Store
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 First National Co. dba Old Kentucky Mfg. Co. ; that the goods for which said
charges were made were sold and delivered to the said W. F. Anderson, Anderson Dept. Store
at 1ts 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 First National Co. dba Old Kentuc
has no collateral or other security for the payment thereof and that there now remains due and owing from said W. F. Anderson to First National Co. dba. Old Kentucky
the sum of Three Hundred Twenty and 09/100 Dollars,
together with interest thereon from
Subscribed and sworn to before me this 6th day of August 19 59
F.C. Flompson L.S.
F. C. Thompson-Credit Manager L.S.
Notary Public.
*Treasurer, Member of Firm or Sole Proprietor.
POWER OF ATTORNEY
T_{o}
You or your representative endorsed hereon, are hereby appointed the 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 composi-
tion 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 hereto- fore 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 day of 19
First Nationa Company (Corp. Scal.) dba Old Kentucky Mfg. Company
(Corporate or partnership name here)
83 J.C. Thompson L.S.
(Name of officer, partner or individual here) F. C. Thompson-Credit Manager

Mfg. Co.

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TAYLOR WILKINS, Sheriff
By Myllif L. D. S.

James

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Ten Cents per mile Total \$ 220
TAYLOR WILKINS Sheriff
DEPUTY SHERIFF

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA AT LAW

FIRST NATIONAL COMPANY, d/b/a
OLD KENTUCKY MANUFACTURING
COMPANY, a Tennessee Corporation
PLAINTIFF

VS:

W. F. ANDERSON, d/b/a ANDERSON DEPT. STORE,

DEFENDANT



LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA