STATE OF ALABAMA BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Tommy C. Jones, Dean W. Jarrell, Sylvia Jarrell and James E. Witherington to appear within thirty days from the service of this writ in the Circuit Court, to be held for said county at the place of holding the same, then and there to answer the complaint of Watkins Products, Inc., a Corporation.

Witness my hand, this 2/day of September, 1962. WATKINS PRODUCTS, INC., I a Corporation, Plaintiff IN THE CIRCUIT COURT OF Ò Vs. BALDWIN COUNTY, ALABAMA I TOMMY C. JONES, DEAN W. JARRELL AT LAW SYLVIA JARRELL and JAMES E. I WITHERINGTON, CASE NO. I Defendants.

Plaintiff claims of the Defendants the sum of ONE THOUSAND
THREE HUNDRED THIRTY-SEVEN and SIXTY-EIGHT ONE-HUNDREDTHS DOLLARS
(\$1,337.68) as balance due on a contract made July 12, 1960 between Plaintiff and Tommy C. Jones, Dean W. Jarrell, Sylvia
Jarrell and James E. Witherington, Defendants, whereon Tommy
C. Jones was purchaser and Dean W. Jarrell, Sylvia Jarrell and
James E. Witherington were Sureties and which is in words and
figures as follows:

1. That in consideration of the promises and agreements of the Purchaser hereinafter contained, to be kept and performed by him, the Seller agrees, unless prevented by fire, strikes, or other cause, to sell and deliver to the Purchaser, at its current wholesale prices, free on board cars at Winona, Minnesota, or at its option, at any of its other regular places of shipment,

such goods and other articles manufactured or sold by it, as the Purchaser may reasonably require for sale, from the date hereof, until the first day of April, 1963, in the locality in which he is now engaged, or intends to engage, in business, a description of which locality he agrees to furnish and deliver to the Seller in writing prior to its acceptance of this agreement; but the furnishing of such description may be waived by the Seller at its election, without notice to the Purchaser or the sureties hereon.

- 2. And in consideration thereof, the Purchaser agrees to buy from the Seller the goods reasonably required by him as aforesaid; and, in consideration of the extension of credit contemplated hereunder, agrees to furnish to it complete, regular, weekly, written records, showing separately the amounts of his cash sales, time sales, and collections; which records, however, or any of them, may be waived by the Seller without notice to the sureties hereon, and he also agrees to furnish a complete financial statement when requested to do so.
- 3. The Purchaser further agrees to pay the Seller its current wholesale prices for the goods and other articles sold to him, as herein provided, and also the prepaid transportation charges thereon, if any, by remitting to the Seller each week at least sixty per cent (60%) of the amount received by him from his cash sales, and from his collections on sales previously made, at the time and in the manner and in accordance with the weekly record blanks of the Seller under the provisions of paragraph two hereof; and, at the expiration or termination of this agreement, to pay the whole amount therefor then remaining unpaid; or the Purchaser may pay for such goods in cash, less the usual cash discount allowed for such payments; but such payments, or any of them, may be waived or extended by the Seller without notice to the sureties hereon, and without prejudice to the rights or interest of the Seller.

- 4. If the Purchaser shall not pay cash for said goods and other articles so sold and delivered to him, and the payments at the time and in the manner hereinbefore provided are insufficient to pay therefor, the Seller may, in its discretion, thereafter either limit the sales herein agreed to be made, or from time to time suspend the same, or require cash with each order, or cash upon delivery, until the Purchaser's indebtedness is paid, or reduced, as the Seller may require.
- 5. The Purchaser may, within thirty days after the expiration or termination of this agreement, return, by prepaid freight, to the Seller, at Winona, Minnesota, Memphis, Tennessee, Barberton, Ohio, Newark, New Jersey, or Oakland, California, in as good condition as when delivered to him at point of shipment, any goods purchased by him from the Seller, which he may then have on hand; and the Seller agrees to repurchase such goods, in the units and combinations purchased, if in such condition when received by it, and pay or credit the Purchaser therefor at the invoiced prices or at the Seller's then prevailing wholesale prices whichever shall be lower. And, if any goods returned by the Purchaser are not in a salable condition when received by the Seller at any of the places above named, the Seller will restore them tosuch condition, if that can reasonably be done, and make a reasonable charge therefor, and deduct such charge from the value of such goods, and pay or credit the Purchaser with the balance. But the Purchaser shall not return, nor the Seller pay or allow any credit for, any advertising matter of any kind, or for any goods or articles which have been used, or for any goods which cannot reasonably be restored to a salable condition.

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- 6. The Purchaser shall have no power or authority to make any statement or representation, or to incur any debts, obligation, or liability of any kind whatsoever, in the name of, or for, or on account of the Seller.
- 7. The Seller shall have no interest in the accounts due for goods sold by the Purchaser; and no oral or written statements, printed, advertising or other matter of the Seller, sent to, or distributed by the Purchaser, shall be construed to direct or control the sale or other disposition of said goods, or to change or modify the terms of this agreement.
- 8. Masculine terms of expression herein shall be taken to include the feminine where applicable.
- 9. It is also mutually agreed that this is the complete, entire and only agreement between the parties, and that it shall not be varied, changed, or modified in any respect except in writing executed by the Purchaser and by an officer of the Seller; and that either of the parties hereto may terminate this agreement at any time, if desired, by giving the other party notice thereof in writing by mail.

IN WITNESS WHEREOF, the Purchaser has hereunto set his hand and seal and the Seller has caused these presents to be executed in its corporate name by its proper officer, at Winona, Minnesota.

Purchaser sign
here WITH INK Tommy C. Jones (Seal)

Full Name - Not Initials WATKINS PRODUCTS, INC.

By E. J. Sievers

Vice President

In consideration of the execution of the foregoing agreement by Watkins Products, Inc., which we have read, or heard read, and fully understand and hereby agree and assent to, and its promise to sell, and the sale and delivery by it, to the Purchaser, as vendee, of goods and other articles, as therein provided, we, the undersigned sureties, do hereby waive notice of the acceptance of this agreement, notice of default or of nonpayment, and waive action required, upon notice, by any statute, against the Purchaser; and we jointly, severally and unconditionally promise, agree and guarantee to pay for said goods and other articles, and the prepaid transportation charges thereon, at the time and place, and in the manner in said agreement provided. And we further severally agree that, in case of the death of one or more of us, the undersigned sureties, before the expiration or termination of this agreement, his estate shall continue liable with the surviving surety or sureties for all shipments made to the Purchaser prior to receipt by the Seller at Winons, Minnesota, of written notice by registered mail of such death.

SURETIES SIGN HERE WITH INK

| Name Name | Occupation | Street c | or R.F.D. City | State |
|-----------------------------|-------------|----------------|--|-------|
| | | | and the second of the second o | |
| Dean W. Jarrell (Seal |) Furniture | Rt. 2. Factory | Bay Minette Worker | Ala |
| James E. Witherington (Se&1 |) Salesman | Russell | Monroeville Ford Inc. | Ala. |
| Sylvia Jarrell (Seal |) R F D 2 B | ay Minett | e, Ala. | |
| (Seal | | | and paid the particles. | Vers |

2.

The Plaintiff claims of the defendants the sum of ONE THOUSAND THREE HUNDRED THIRTY-SEVEN and SIXTY-EIGHT ONE-HUNDREDTHS DOLLARS (\$1,337.68), due on a contract made by Tommy C. Jones, on the 12th day of July, 1960 for the payment of ONE THOUSAND FOUR HUNDRED TWENTY-SIX and FIFTY-SIX ONE HUNDREDTHS DOLLARS (\$1,426.56), whereon defendants Dean W. Jarrell, Sylvia Jarrell and James E. Witherington became sureties, for the payment of sums due on the said contract, and the said Tommy C. Jones, failed or refused to pay the sum due on the said contract, hence this suit.

The Plaintiff claims of the defendants, ONE THOUSAND THREE HUNDRED THIRTY-SEVEN and SIXTY_EIGHT ONE-HUNDREDTHS DOLLARS (\$1,337.68) due on a contract between Tommy C. Jones, and Plaintiff whereon defendants Dean W. Jarrell, Sylvia Jarrell and James E. Witherington were sureties for the performance of the said Tommy C. Jones; and the said Tommy C. Jones having failed or refused to pay the amount of ONE THOUSAND THREE HUNDRED THIRTY-SEVEN and SIXTY-EIGHT ONE-HUNDREDTHS DOLLARS (\$1,337.68) due on the said contract, now Plaintiff claims this sum of defendants together with the interest thereon.

4.

The Plaintiff claims of the defendants, ONE THOUSAND THREE HUNDRED THIRTY-SEVEN and SIXTY-EIGHT ONE-HUNDREDTHS DOLLARS (\$1,337.68), due from them by account on the 19th day of July, 1961 which sum of money with the interest thereon, is still unpaid.

5.

The Plaintiff claims of the defendants, ONE THOUSAND THREE HUNDRED THIRTY-SEVEN and SIXTY-EIGHT ONE-HUNDREDTHS DOLLARS (\$1,337.68), due from them by account on, to-wit: the 19th day of July, 1961 which sum of money with the interest thereon is still unpaid.

An itemized statement of the account sued on, verified by the affidavit of a competent witness, is attached hereto as exhibit "A" and made a part hereof.

WILTERS, BRANTLEY & NESBIT

Attorneys for Plaintiff

Tommy C. Jones

of Monroeville, Alabama

hereinafter called "the Purchaser," witnesseth,

R#1

1. That in consideration of the promises and agreements of the Purchaser hereinafter contained, to be kept and performed by him, the Seller agrees, unless prevented by fire, strikes, or other cause, to sell and deliver to the Purchaser, at its current wholesale prices, free on board cars at Winona, Minnesota, or at its option, at any of its other regular places of shipment, such goods and other articles manufactured or sold by it, as the Purchaser may reasonably require for sale, from the date hereof, until the first day of April, 1963, in the locality in which he is now engaged, or intends to engage, in business, a description of which locality he agrees to furnish and deliver to the Seller in writing prior to its acceptance of this agreement: scription of which locality he agrees to furnish and deliver to the Seller in writing prior to its acceptance of this agreement; but the furnishing of such description may be waived by the Seller at its election, without notice to the Purchaser or the sureties hereon.

2. And in consideration thereof, the Purchaser agrees to buy from the Seller the goods reasonably required by him as aforesaid; and, in consideration of the extension of credit contemplated hereunder, agrees to furnish to it complete, regular, weekly, written records, showing separately the amounts of his cash sales, time sales, and collections; which records, however, or any of them, may be waived by the Seller without notice to the sureties hereon, and he also agrees to furnish a complete financial statement when requested to do so.

3. The Purchaser further agrees to pay the Seller its current wholesale prices for the goods and other articles sold to him, as herein provided, and also the prepaid transportation charges thereon, if any, by remitting to the Seller each week at least sixty per cent (60%) of the amount received by him from his cash sales, and from his collections on sales previously made, at the time and in the manner and in accordance with the weekly record blanks of the Seller under the provisions of paragraph two hereof; and, at the expiration or termination of this agreement, to pay the whole amount therefor then remaining unpaid; or the Purchaser may pay for such goods in cash, less the usual cash discount allowed for such payments; but such payments, or any of them, may be waived or extended by the Seller without notice to the sureties hereon, and without prejudice to the rights or interests of the Seller.

4. If the Purchaser shall not pay cash for said goods and other articles so sold and delivered to him, and the payments at the time and in the manner hereinbefore provided are insufficient to pay therefor, the Seller may, in its discretion, thereafter either limit the sales herein agreed to be made, or from time to time suspend the same, or require cash with each order,

or cash upon delivery, until the Purchaser's indebtedness is paid, or reduced, as the Seller may require.

5. The Purchaser may, within thirty days after the expiration or termination of this agreement, return, by prepaid freight, to the Seller, at Winona, Minnesota, Memphis, Tennessee, Barberton, Ohio, Newark, New Jersey, or Oakland, California, in as good condition as when delivered to him at point of shipment, any goods purchased by him from the Seller, which he may then have on hand; and the Seller agrees to repurchase such goods, in the units and combinations purchased, if in such condition when received by it, and pay or credit the Purchaser therefor at the invoiced prices or at the Seller's then prevailing wholesale prices whichever shall be lower. And, if any goods returned by the Purchaser are not in a salable condition when received by the Seller at any of the places above named, the Seller will restore them to such condition, if that can reasonably be done, and make a reasonable charge therefor, and deduct such charge from the value of such goods, and pay or credit the Purchaser with the balance. But the Purchaser shall not return, nor the Seller pay or allow any credit for, any advertising matter of any kind, or for any goods or articles which have been used, or for any goods which cannot reasonably be restored to a salable condition.

6. The Purchaser shall have no power or authority to make any statement or representation, or to incur any debt, obligation, or liability of any kind whatsoever, in the name of, or for, or on account of the Seller.

7. The Seller shall have no interest in the accounts due for goods sold by the Purchaser; and no oral or written statements, printed, advertising or other matter of the Seller, sent to, or distributed by the Purchaser, shall be construed to direct or control the sale or other disposition of said goods, or to change or modify the terms of this agreement.

8. Masculine terms of expression herein shall be taken to include the feminine where applicable.

9. It is also mutually agreed that this is the complete, entire and only agreement between the parties, and that it shall not be varied, changed, or modified in any respect except in writing executed by the Purchaser and by an officer of the Seller; and that either of the parties hereto may terminate this agreement at any time, if desired, by giving the other party notice thereof in writing by mail.

IN WITNESS WHEREOF, the Purchaser has hereunto set his hand and seal and the Seller has caused these presents to be executed in its corporate name by its proper officer, at Winona, Minnesota.

> Purchaser sign s/ Tommy C. Jones here WITH INK FULL NAME--NOT INITIALS

WATKINS PRODUCTS, INC.

Вy E. J. Slevers

> Vice President

In consideration of the execution of the foregoing agreement by Watkins Products, Inc., which we have read, or heard read, and fully understand and hereby agree and assent to, and its promise to sell, and the sale and delivery by it, to the Purchaser, as vendee, of goods and other articles, as therein provided, we, the undersigned sureties, do hereby waive notice of the acceptance of this agreement, notice of default or of nonpayment, and waive action required, upon notice, by any statute, against the Purchaser; and we jointly, severally and unconditionally promise, agree and guarantee to pay for said goods and other articles, and the prepaid transportation charges thereon, at the time and place, and in the manner in said agreement provided. And we further severally agree that, in case of the death of one or more of us, the undersigned sureties, before the expiration or termination of this agreement, his estate shall continue liable with the surviving surety or sureties for all shipments made to the Purchaser prior to receipt by the Seller at Winona, Minnesota, of written notice by registered mail of such death.

SURETIES SIGN HERE WITH INK

| Name Dean W. Jarrell | Occupation Street or R. F. D. City Rt2. Bay Minnett(Seal) Furniture Factory Worker | State |
|-----------------------|--|--|
| James E. Witherington | Monroevill Salesman Russell Ford Inc. | e, Ala. |
| Sylvia Jarrell | R F D 2 Baymitte Ala. | |
| | (Seal) | w ************************************ |

STATE OF MINNESOTA SS

Before me, L.M. Ferdinandsen, Jr., a Notary Public within and for said County, personally appeared William F. Lukitsch, who being duly sworn, deposes and says:

That he is Comptroller of Watkins Products, Inc., formerly The J. R. Watkins Company, a corporation organized and doing business under the laws of the State of Delaware, and as such officer and with full authority under the By-Laws of the said corporation, he makes this affidavit; that he is familiar with the books and business of said Watkins Products, Inc., that the attached account against Tommy C. Jones, as Principal, and guaranteed by Dean W. Jarrell, James E. Witherington, and Sylvia Jarrell, as sureties, is just, true and correct within the knowledge of this affiant, and all of said parties are indebted to Watkins Products, Inc., for the goods sold and delivered to said Tommy C. Jones at his special instance and request according to the items thereon stated and composing the said account, 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 thereon, amounting to the sum of One Thousand Three Hundred thirty-seven and 68/100(\$1,337.68)Dollars with interest from March 30, 1961 is justly due and remains unpaid.

William F. Likitsch

Sworn and subscribed to before me on this 11th day of September, 1962, as

Witness my hand and seal of office. L.M. FERDINANDSEN, Jr., Notary Public,

.. M. FERDINANDSEN, Jr., Notary Public Winona, Winona County, Minnesota My Commission Expires Jan. 16, 1964 Tommy C. Jones

Monroeville, Alabama

Winona, Minn. September 11, 1962

In Account With

WATKINS PRODUCTS, INC.

| | ARGES 60 | | |
|---|---------------------|--|---|
| - | | ^ | |
| 2 | gust 1, 196 Each | | |
| ๛๛๛๛๛๛๛๛ | n Eccii | Almont Extract | .70 |
| 2 | 91 | Banana Ext Flavor | .70 |
| ž | \$3 | Black Walnut Flavor | .70 |
| 2 | n | Imit Coconut Flavor | 1.05 |
| 5/1 | 81 | Lemon Extract Colored | .90 |
| 2 | 70 | Lemon Extract Col | 20.16 |
| 2 | It | Maple Flavor | .70 |
| 2 | 22 | Mixed Fruit Flavor | .70 |
| 2 | T# | Orange Extract | .70 |
| 2 | 77 | Peppermint Extract | .70 |
| 48 | Each | Pineapple Flavor Vanilla D S | .70 |
| | 31 | Vanilla D S Imit | 43.68 |
| 3 | 11 | Cream of Tartar | 4.92 1.26 |
| 12 | 17 | Coconut Dessert | 1.26 6.36 |
| 12 | 2.1 | Lemon Dessert | 9.36 |
| 3 | 32 | Allspice Small | 0.30 |
| 2 | 4.2 | Celery Salt | 1.26 |
| 2 | #1 | Cinnamon Small | •50 |
| 4 | 32 | Cinnamon Large | .72 |
| 2 | 12 | Chili Powder | 2.72 |
| 2 | 27 | Ginger Small | .42 |
| 2 | 12 | Garlic Seasoning | •56 |
| 2 | 11 | Mustard Small | -40 |
| 2 | 17. 22 | Paprika | .42 .42 |
| 131132242222222 13113224422222222 | \$4 ** | Nutmēg | 1.90 |
| 5 | . 77 | onion Seasoning | .40 |
| ير | 11 | Pepper Small | 1.59 |
| 12 | 11 | Pepper 8 oz | 12.60 |
| 0 0 0 0 | 11 | Chewable Vitamin | 3.62 |
| 2 | 11 | Multi Vit Adults 100s | 4.96 |
| 2 | 51 | Multi Vit Children | 3.36 |
| - | 11 | Multi Vit Cap 100 | 6.74 |
| ž | 23 | Aspirin Large | 1.38 |
| 2 | 71 | Acotin Tablets Large | 1.38 .66 |
| 2 | ri . | Analgesic Balm | • 74 |
| 2 | 23 | Cough Medicine | 1.32 |
| 2 | 21 | Cough Syrup | 1 ⊏♀ |
| 2 | F\$ | Cream Camphor Liniment Digestive Compound Tab | 1.16 |
| 2 | 81 | Sparkling Salts | 1.24 |
| 2 | rt | Comp. Mustard Ointment | 1.38 |
| 2 | £# | Herb Tablets | J. 05 |
| 6 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 | 11 | Inhalent | .96 .86 1.16 .86 1.32 |
| 2 | R | Antibiotic Spray | .00 |
| 2 | # | Laxative Cold Tab | 7.70 |
| 2 | | Supercold Tablets | - 00 - 30 |
| 48 | 4. | Liniment | 1.34 |
| Ö | ** *** | Menthol Camphor Oint | N/C 2.88 |
| 2 | Tt. | ranol | 7 06 |
| 2 | Tt . | Petro Carbo Large Salve | 1.20 |
| 5 | ** | percetz | • 90 |
| 2 | 71 | Soothie | 88 |
| 2 | • | Tonie | .96 .96 .98 1.58 1.10 1.10 |
| 2 | 11 | Cleans Cr. Dry Skin | 1.10 |
| 2 | 11 | oreans cr. Normal Offw | 1.10 |
| 7 | n | M A Hand Cream | |
| 2 | \$ \$ | Cr. Makeup Sunbrown | .42 |
| 2 | 23 | Cr. Makeup Sunlight | .84 |
| NN N N L N N N N N N N N N | 57 | Cr. Makeup Suntone | .84 |
| 2 | \$1 | DUNIOSE Wakeun | .84 |
| | | Liq. Creans Lot 8 oz. | .42 .84 .84 .84 1.36 |
| | | • | |

| 2 Each | Lotion Deodorant | .98 |
|--|--|--|
| 2 | Face Pdr Natural | 3 2X |
| 6 " | " Nut Brown | 4.14 |
| 2 " | Face Pdr Peach | 1.38 |
| 2 " | Face Pdr Rachel | 1.30 |
| 6 " | Face Pdr Rose Rachel Face Pdr Sunbrown | 4 74 |
| 2 11 | Camelia Lipstick | 1.26 |
| 2 | Lipstick Coral | 1.26 |
| 2 " | Lipstick Deep Magic | 1.38 1.38 1.14 1.26 1.26 1.26 1.26 |
| 2 | Lipstick Lip Red | ₹ .a. per () |
| 2 | Lipstick Mystic Rose | 1.26 1.26 1.26 1.26 1.26 1.26 1.26 1.26 |
| 2 | Lipstick Pink Orchid " Redbloom | 1.26 |
| 5 | " Sweet Pink | 1.26 |
| 2 " | Pink Silk Lotion | .92 |
| 6 | Liq. Makeup Sunbrown | 3.18 |
| 6 " | Liq. Makeup Nutbrown | 3.18 |
| 2 " | Liq. Makeup Sunlight | 1.06 |
| 2 " | Lig. Makeup Suntone | 1.06 |
| 5 11 | Liq. Makeup Sunrose " Rouge Pink | .90 |
| 2 " | " Rouge Red | .90 |
| 6 " | Nut Brown Pdr Pat | 3.90 |
| 5 # | Pdr Pat Sunlight | 1.30 |
| SANDANONANANANANANANANANANANANANANANANANA | Pdr Pat Suntoneg Pdr Pat Sunrose | 90 90 3.90 1.30 1.30 1.26 |
| 2 " | Pdr Pat Sunbrown | 3.90 |
| 9 # | Skin Freshener | ĭ.16 |
| 2 " | M K Complexion Soap | 1.26 |
|] n | Fragrance Sampler | 0/s 0/s |
| 1 " | Posder Vial Sets | _0/S |
| 2 " | In Mood Bath Salts In Mood Cologne | 1.44 2.66 |
| 2 11 | In Mood Dusting Pdr | 1.70 |
| 2 " | In The Mood Perfume | 3.46 |
| 5 " | In The Mood Perfume | 1.78 |
| 2 " | Bath Soap in Mood | 1.16 1.16 |
| 5 | In Mood Cr. Sachet Mood Pdr Sachet | 1.36 |
| 2 31 | In Mood Toilet Water | 1.36 1.58 1.50 1.70 |
| 2 | White Blossom Bath Salt | .80 |
| S 11 | Wh Bl Dusting Pdr | 1.70 |
| 2 " | Wh Bl Deodorant Stick | 1.00 |
| 2 11 | Wh Bl Cologne Mist Wh Bl Col | 2.32 |
| 2 # | Wh Bl Creme Sachet | 1.08 2.42 2.32 1.28 1.68 |
| 2 " | Wh Bl perf | 3.08 |
| 2 " | Wh Bl perf | 1.68 |
| 2 " | wh bl Pdr Sachet | 1.36 0/s 1.66 |
| 2 11 | Wh Bl Body Talc Wh Bl Bath Oil | 1.66 |
| 2 4 1 4 4 4 | Wh Bl Bath Oil | 2.94 |
| 2 # | Baby Gift Box Comb | 2.94 |
| 2 " | Baby Lotion | . 84 |
| 2 " | Baby Cream | • 74 |
| 7 8 8 8 8 8 8 8 8 8 8 8 8 8 | Baby Soap Baby Powder | .84 .74 .30 .88 .48 |
| 4 # | Applicator Bottle | .48 |
| 6 " | Twirl Curler Permanent | 4.08 |
| 2 " | Antiseptic Liquid Watkins Foam Shave | .88 |
| 12 " | Watkins Foam Shave | 6.96 |
| 12 13 11 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 | Aftershave Lot Tubes Shaving Cream | .98 .78 |
| 2 " | Liq. Shave Cream | 288 |
| 2 " | Shaving Cream Brushless | .58 |
| 2 " | Shaving Soap | •74 |
| 2 | Cologne for men | .88 .58 .74 1.26 6.48 |
| | Stick ØøZø Deodorant Mens Talc | 6.48 .72 |
| 2 " | Foot Powder | .86 |
| 2 " | Mouth Refresher | .80 .80 |
| | Tooth Brushes Jr. Tufted | • 34 |
| 5 " | Tooth Br. Jr. Rolling | •3 ⁴ |
| 3 " | Wintergreen Tooth Paste Tubes Tooth Paste | 1.08 1.08 |
| 2 " | Tooth Brushes Reg | 1.12 |
| 2 " " | Tooth Brushes Reg | 1.12 |
| | | · . |

| 2 12 12 3 | Each | Tooth Brushes Livestock Sprayer Dairy Fly Sprayer Feeney Duster Insect Spray | 1.38 0/s 9.36 21.00 1.11 |
|--|---|--|---------------------------------------|
| າດຕັດແ | ti n n | Pine Oil Disinfectant Pine Oil Oder Chek Atomizer Oder Chek Insecticide Aerosal | 1.95 9.36 1.74 2.55 4 |
| ാ നത്ത | H. William I. H. William I. Willi | Liq. Wax Liq. Mosquito Repl Moth Spray Moth Crystals | 2.04 2.52 1.74 |
| $\begin{array}{cccccccccccccccccccccccccccccccccccc$ | | Perf Deodorant blck Perfumed Starch Razor Blades Liquid Cleanr Furniture Cream | 1.36 .64 1.06 .98 1.30 |
| 224 | in i | Spot Remover Roach Ant Spray Garden Crop Dust Wormer Swine Pltry Rat Mouse Killer | 1.30 1.06 28.80 4.94 |
| 2 7 0 6 | ii ii ii ii | Malation Con Malathion Con Chlordane Concentrate Fly Bait | 040800040 0473 26 140 11 |
| 122 | 21 11 11 41 | Weed Killer Roach Flea Louse Pdr Roost Paint Acetate Display Cover Punch Card | 1.49 1.35 3.30 1.85 |
| 3 10 1 | Bx Pk Each | Rings Route Record Cds Route Record Cards Order Books Rural Tonic Order Book | 4.20 .90 .06 |
| 1 1 10 10 100 | St Each " | Car Sign Fas Cal Dust Dodger Farm Guide Fresh Aid Circular Vatamin Dodger | 0/s 0/s 1.00 0/s 1.00 |
| 100 100 2 100 10 | Pk Each | Fresh Aid Folder Fly Spray Dodger Sweepstakes Entry Blk Gly Spray Broadside Pest Control Guide | 1.00 1.00 1.00 |
| 5555111318261111381 | n ii n Pk | Dairy Calf Dodger Swine Broadside Beef Broadside Egg Maker Dodger Illustrated Cat Prod | 0/S .50 0/S .30 16.00 |
| 1 36 120 | Each n n | Carrying Case Bev Cover Bev Case Insect Dust Fly Spray 1 gal Fly Spray 1 gal | 3.60 1.00 47.52 15.00 |
| 88 2 6 12 1 | ii ii ii | Flyspray 5 gal Trunk Lid Holder Hair Brush Cooler | 132.00 N/C 1.50 3.12 0/S |
| 1 12 3 3 | Case Each " | Juice Server Fresh Aid Disp Floor Waxer Giant Dustmaster Mop Blue Crystal Shampoo | 0/5464 5.64 5.69 5.69 |
| 12 24 12 12 | ii ii ii | Dandruff Treatment Liq. Creme Shampoo Jar Creme Shampoo Cream Shampoo | 0/s 7,56 19,44 5,88 |
| 12 6 12 6 36 | H H H H | Hair Dream Pressing Oil Cremaire Shampoo Coconut Oil M K Cream Rinse | 5.04 4.50 6.00 3.96 11.52 |
| | *** | | عر معت |

| 266630000000000000000000000000000000000 | Home Permanent Hair Pomade Pressing Oil Hair Spray Nite Club Perf Nite Club Sachet Pd Nite Club Cologne Nite Club Dusting Pdr N C Cologne Mist Nite Club Bath Oil Creme Sachet Col Apple Bl. Deodorant Col Bewitching Coral Lpstk Daring Crimson Lpstk Tempting Red Lpstk Port Wine Lipstk Angel Pink Spicy Rose Lipstick N C Lpstk Tiger Lily Lipstk Pink Violet "Tickle Pink Fresh Aid Orange Fresh Aid Cherry Fresh Aid Grape Fresh Aid Lime Lemon Fresh Aid Crange | 2068206003966666666888/x666ss000000000000000000000000000000000 | 838.26 |
|---|---|--|--------|
| August 19 | Freight on Shipment #4631 | | 43.64 |
| August 12 Each | Blue Crystal Shampoo Razor BladesDBL Razor Blades Roach Flea Louse Pdr Order Books Rural Car Sign Fas Cal Apple Bl. Deodorant Col Twirl Curler Permanent Aftershave Lot Stick Deodorant Livestock Sprayer White Blossom Perf Nite Club Cologne N C Cologne Mist Baby Gift Box Comb In Mood Cr. Sachet Wh Bl Deodorant Stick Wh Bl. Cologne Mist White Blossom Col White Blossom Perf Panol Tonic Lotion Deodorant In Mood Cologne In The Mood Perfune Lemon Dessert Pepper Small Pepper Cream Camphor Liniment Digestive Compound Tab Lemon Extract Colored Lemon Extract Col Vanilla D S Imit Food Colors Comb Red Color Mixture | 88609588884040000088204688876608204284 20340\90828000594\59254\963364740988 5268 4453356428 11979 726666335542 | 190.30 |
| 12 Each 12 " 24 " 24 " 24 " 24 " | Multi Vit Children Multi Vit Children Chewable Vitamin Cough Syrup Pepper Soothie In Mood Cologne In Mood Toilet Water | 20.16 11.40 43.44 18.96 13.68 6.48 7.98 4.74 | |

| | - 5 - | Jones | Statement |
|--|---|--------------------------------------|--|
| 12 Each 6 " 6 " 12 " | White Blossom Col In Mood Bath Salts Mood Pdr Sachet Wh Bl Deodorant Stick | 13.92 2.52 2.40 4.20 | 149.88 |
| August 31 September 2 | Protested Check | | 16.58 |
| 4 Each 2 " 2 " 3 " 3 " 4 " 4 " 4 " | Pepper Angel Pink Lipstick | N/S | · · · · · · · · · · · · · · · · · · · |
| S # | Lipstk Pink Violet | .86 .86 .86 | |
| 8 " | Lpstk Tickle Pink Multi Vit Children | .86 13.44 | 4 |
| 8 " | Multi Vit Adults 100s | 19.84 | and the second |
| 8 " | Multi Vit Bap 100 Chewable Vitamin | 26. 96 14. 48 | |
| 4 | Multi Vit Chldren | 3.80 | |
| 4 11 | Multi Vit Adults 100s Multi Vit Cap 100 | 5.00 7.80 | |
| 4 " | Chewazble Vitamin Cough Medicine | 4.08 | |
| <u>j</u> ž " | Cough Syrup | 7.92 9.48 | \$ - 1 - 1 |
| 6 | Antibiotic Spray Supercold Tablets | 3.48 | |
| 6 # | Panol | 9.48 9.48 9.78 9.78 9.80 | |
| 12 " 6 6 " 1 6 6 6 6 6 6 8 1 1 1 1 1 1 1 1 1 1 1 1 | Settelz Tonic | 2.88 18.96 | |
| 24 " | Pepper | 12.96 | |
| | Analgesic Balm Sparkling Salts | .80 1.60 | · |
| 4 n 8 n | Inhalent | 1.76 | |
| 8 24 | Menthol Camphor Oint Soothie | 2.72 6.48 | in the second of |
| 1 0 1 | | | 174.76 |
| September 20 | Protested Check | | 13.14 |
| TOTAL CHARGES SI | NCE DATE OF CONTRACT | | 1,426.56 |
| CREDITS | en e | : . | |
| 1960 August 18 | Cash | 16.58 | and Control of the Co |
| August 25 | | 13.14 | Contraction of the Contraction o |
| September 6 September 12 | | 13.14 10.00 16.33 | |
| September 19 | | 27.83 | |
| 1961 J uly 19 | Cash | 5.00 | |
| | NCE DATE OF CONTRACT | | 88.88 |
| BALANCE DUE | | | 1,337.68 |
| | | | 1000 |

WINDELL C. OWENS

Attorney At Law
MONROEVILLE, ALABAMA

October 12, 1962

Mrs. Alice Duck Circuit Clerk Baldwin County Bay Minette, Alabama

Re: Watkins Products vs.

Tonmy C. Jones, et als.

Dear Mrs. Duck:

Please file the enclosed appearance in behalf of the Defendant James E. Witherington in the above styled case. I have mailed a copy of the appearance to Messrs Wilters, Brantley and Nesbit, Attorneys for the plaintiff.

Yours very truly,

Windell C. Owens

WCO/jw

Enc.

Watking Groduces JURY LIST - MARCH 9, 1964. A Beck, Charles C., Businessman, Lillian J Blalock, Greene C., Carpenter, Fairhope Bloch, Herman, Farmer, Elberta Malone, T.E., Merchant, Fairhope Mason, Jimmy, Salesman, Fairhope 6 Mosley, Rufus, Farmer, Stapleton -Eslava, Clarence, Farmer, Mag. Spgs. C. Haden, James T., Salesman, Robertsdale A. Quinley, Wilburn, Farmer, Bay Minette 10. Rhodes, Charles R., Farmer, Foley ll Rhodes, Larkin T., Jr., Ferner, 12. Richen, Ray, Paper Mill, Bay Minette 3. Roberson, Mutt, Laborer, Robertsdale A. Lazzari, Anglo, Farmer, Belforest 15. Lazzari, Joe, Jr., Farmer, Belforest (16) Lazzari, John, Farmer, Belforest Tager, J.E., Saleşman, Foley (18.) Little, W.F., Mgr. Bell Tele. Commercial, Spanish Fort M_Robinson, Date 1., Ins. Age., Foley 2 Sanders, Er Frank, Banker, Foley. (21) Andress, Herbert E., Farmer, Foley 22. Bickey, O.D., Butcher, Robertsdale 23.-Grosby, James W., Bookkeeper, Foley 24. Arnould, M.L., Floor Finisher, Robertsdate 25. Barton, John, Jr., Newport, Bay Minette 20 Thompson, Albert M., Merchant, Bay Minette 22 Wenzel, Emmett O., Merchant, Gulf Shores 28. Woodward, C.H., Merchant, Fairhope 29) Wright, Justice D., Forester, Stapleton 30. Boan, Jessée Forest, Rarmer, Stapleton 31. Bung, Floyd, Merchant, Fairhope 32. Oblek, John, Jr., Farmer, Silverhill 33. beiterman, Nick, Civil Service, Elberta 34. Smith, Clinton, Defense Worker, Bay Minette 35. Suddith, Jack, Officer Manager, Bay Minette 36. Bosby, Eugene, Construction Worker, 23. Bryant, Nathan, Clerk, Fairhope 38. Danton, Alphonse, Carpenter, Fairhope 40. McReynolds, Leon, Labor Worker, Bay Mineste C41. Moore, Jessie, Court House, Bay Minette 42. Wilson, Frank E., Brookley Field, Daphne 43. Tullos, Abe, Brookiey Field, Fairhope

12

D XXXXX XXXXX

| WATKINS PRODUCTS, INC., A Corporation, |) | |
|---|-----|------------------------------------|
| Plaintiff |) | IN THE CIRCUIT COURT OF |
| vs | No. | BALDWIN COUNTY, ALABAMA, |
| TOMMY C. JONES, DEAN W. JARRELL, |) | AT LAW |
| SYLVIA JARRELL and JAMES E. WITHERINGTON, |) | CASE NO. 5295 |
| Defendants |) | e to consider points, a to compare |

Now comes the defendant, James E Witherington, and demurs to the complaint heretofore filed in this cause, and to each count thereof, separately and severally, and as grounds for demurrer, sets out and assigns the following separate and several grounds:

- 1. Said complaint does not state a cause of action.
- 2. That said complaint is vague, indefinite and uncertain.
- 3. For aught that appears from said complaint, the contract or agreement sued on has been terminated.
- 4. For aught that appears from said complaint, the contract or agreement sued on has expired.
 - 5. For that there is a mis-joinder of causes of action.

FILED OCT 15 1962 ALICE J. DUCK, CLERK REGISTER

Attorney for Defendant, James E. Witherington

STATE OF ALABAMA BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Tommy C. Jones, Dean W. Jarrell, Sylvia Jarrell and James E. Witherington to appear within thirty days from the service of this writ in the Circuit Court, to be held for said county at the place of holding the same, then and there to answer the complaint of Watkins Products, Inc., a Corporation.

Witness my hand, this 2/day of September, 1962.

<u>Aliee</u> Clerk X WATKINS PRODUCTS, INC., a Corporation, IN THE CIRCUIT COURT OF Plaintiff X BALDWIN COUNTY, ALABAMA Vs. Ĭ AT LAW TOMMY C. JONES, DEAN W. JARRELL, SYLVIA JARRELL and JAMES E. Ĭ CASE NO. <u>ゴス</u>タゴ WITHERINGTON, Defendants.

Plaintiff claims of the Defendants the sum of ONE THOUSAND
THREE HUNDRED THIRTY-SEVEN and SIXTY-EIGHT ONE-HUNDREDTHS DOLLARS
(\$1,337.68) as balance due on a contract made July 12, 1960 between Plaintiff and Tommy C. Jones, Dean W. Jarrell, Sylvia
Jarrell and James E. Witherington, Defendants, whereon Tommy
C. Jones was purchaser and Dean W. Jarrell, Sylvia Jarrell and
James E. Witherington were Sureties and which is in words and
figures as follows:

1. That in consideration of the promises and agreements of the Purchaser hereinafter contained, to be kept and performed by him, the Seller agrees, unless prevented by fire, strikes, or other cause, to sell and deliver to the Purchaser, at its current wholesale prices, free on board cars at Winona, Minnesota, or at its option, at any of its other regular places of shipment,

such goods and other articles manufactured or sold by it, as the Purchaser may reasonably require for sale, from the date hereof, until the first day of April, 1963, in the locality in which he is now engaged, or intends to engage, in business, a description of which locality he agrees to furnish and deliver to the Seller in writing prior to its acceptance of this agreement; but the furnishing of such description may be waived by the Seller at its election, without notice to the Purchaser or the sureties hereon.

- 2. And in consideration thereof, the Purchaser agrees to buy from the Seller the goods reasonably required by him as aforesaid; and, in consideration of the extension of credit contemplated hereunder, agrees to furnish to it complete, regular, weekly, written records, showing separately the amounts of his cash sales, time sales, and collections; which records, however, or any of them, may be waived by the Seller without notice to the sureties hereon, and he also agrees to furnish a complete financial statement when requested to do so.
- 3. The Purchaser further agrees to pay the Seller its current wholesale prices for the goods and other articles sold to him, as herein provided, and also the prepaid transportation charges thereon, if any, by remitting to the Seller each week at least sixty per cent (60%) of the amount received by him from his cash sales, and from his collections on sales previously made, at the time and in the manner and in accordance with the weekly record blanks of the Seller under the provisions of paragraph two hereof; and, at the expiration or termination of this agreement, to pay the whole amount therefor then remaining unpaid; or the Purchaser may pay for such goods in cash, less the usual cash discount allowed for such payments; but such payments, or any of them, may be waived or extended by the Seller without notice to the sureties hereon, and without prejudice to the rights or interest of the Seller.

500

- 4. If the Purchaser shall not pay cash for said goods and other articles so sold and delivered to him, and the payments at the time and in the manner hereinbefore provided are insufficient to pay therefor, the Seller may, in its discretion, thereafter either limit the sales herein agreed to be made, or from time to time suspend the same, or require cash with each order, or cash upon delivery, until the Purchaser's indebtedness is paid, or reduced, as the Seller may require.
- 5. The Purchaser may, within thirty days after the expiration or termination of this agreement, return, by prepaid freight, to the Seller, at Winona, Minnesota, Memphis, Tennessee, Barberton, Ohio, Newark, New Jersey, or Oakland, California, in as good condition as when delivered to him at point of shipment, any goods purchased by him from the Seller, which he may then have on hand; and the Seller agrees to repurchase such goods, in the units and combinations purchased, if in such condition when received by it, and pay or credit the Purchaser therefor at the invoiced prices or at the Seller's then prevailing wholesale prices whichever shall be lower. And, if any goods returned by the Purchaser are not in a salable condition when received by the Seller at any of the places above named, the Seller will restore them tosuch condition, if that can reasonably be done, and make a reasonable charge therefor, and deduct such charge from the value of such goods, and pay or credit the Purchaser with the balance. But the Purchaser shall not return, nor the Seller pay or allow any credit for, any advertising matter of any kind, or for any goods or articles which have been used, or for any goods which cannot reasonably be restored to a salable condition.

- 6. The Purchaser shall have no power or authority to make any statement or representation, or to incur any debts, obligation, or liability of any kind whatsoever, in the name of, or for, or on account of the Seller.
- 7. The Seller shall have no interest in the accounts due for goods sold by the Purchaser; and no oral or written statements, printed, advertising or other matter of the Seller, sent to, or distributed by the Purchaser, shall be construed to direct or control the sale or other disposition of said goods, or to change or modify the terms of this agreement.
- 8. Masculine terms of expression herein shall be taken to include the feminine where applicable.
- 9. It is also mutually agreed that this is the complete, entire and only agreement between the parties, and that it shall not be varied, changed, or modified in any respect except in writing executed by the Purchaser and by an officer of the Seller; and that either of the parties hereto may terminate this agreement at any time, if desired, by giving the other party notice thereof in writing by mail.

IN WITNESS WHEREOF, the Purchaser has hereunto set his hand and seal and the Seller has caused these presents to be executed in its corporate name by its proper officer, at Winona, Minnesota.

Purchaser sign
here WITH INK Tommy C. Jones (Seal)

Full Name - Not Initials WATKINS PRODUCTS, INC.

By E. J. Sievers

Vice President

In consideration of the execution of the foregoing agreement by Watkins Products, Inc., which we have read, or heard read, and fully understand and hereby agree and assent to, and its promise to sell, and the sale and delivery by it, to the Purchaser, as vendee, of goods and other articles, as therein provided, we, the undersigned sureties, do hereby waive notice of the acceptance of this agreement, notice of default or of nonpayment, and waive action required, upon notice, by any statute, against the Purchaser; and we jointly, severally and unconditionally promise, agree and guarantee to pay for said goods and other articles, and the prepaid transportation charges thereon, at the time and place, and in the manner in said agreement provided. And we further severally agree that, in case of the death of one or more of us, the undersigned sureties, before the expiration or termination of this agreement, his estate shall continue liable with the surviving surety or sureties for all shipments made to the Purchaser prior to receipt by the Seller at Winona, Minnesota, of written notice by registered mail of such death.

SURETIES SIGN HERE WITH INK

| Name | | ccupation | Street o | or R.F | .D. City | State |
|--|---------|-----------|----------|--------|------------------|--------------|
| | | | | - | Minette | Ala |
| Dean W. Jarrell | _(Seal) | Furniture | Factory | | er eroeville, | |
| James E. Witherington | _(Se#1) | Salesman | Russell | | - | Ala. |
| Sylvia Jarrell | _(Seal) | R F D 2 B | ay Minet | te, | Ala. | |
| ************************************** | _(Seal) | | | | , , | " |

2.

The Plaintiff claims of the defendants the sum of ONE THOUSAND THREE HUNDRED THIRTY-SEVEN and SIXTY-EIGHT ONE-HUNDREDTHS DOLLARS (\$1,337.68), due on a contract made by Tommy C. Jones, on the 12th day of July, 1960 for the payment of ONE THOUSAND FOUR HUNDRED TWENTY-SIX and FIFTY-SIX ONE HUNDREDTHS DOLLARS (\$1,426.56), whereon defendants Dean W. Jarrell, Sylvia Jarrell and James E. Witherington became sureties, for the payment of sums due on the said contract, and the said Tommy C. Jones, failed or refused to pay the sum due on the said contract, hence this suit.

The Plaintiff claims of the defendants, ONE THOUSAND THREE HUNDRED THIRTY-SEVEN and SIXTY_EIGHT ONE-HUNDREDTHS DOLLARS (\$1,337.68) due on a contract between Tommy C. Jones, and Plaintiff whereon defendants Dean W. Jarrell, Sylvia Jarrell and James E. Witherington were sureties for the performance of the said Tommy C. Jones; and the said Tommy C. Jones having failed or refused to pay the amount of ONE THOUSAND THREE HUNDRED THIRTY-SEVEN and SIXTY-EIGHT ONE-HUNDREDTHS DOLLARS (\$1,337.68) due on the said contract, now Plaintiff claims this sum of defendants together with the interest thereon.

4.

The Plaintiff claims of the defendants, ONE THOUSAND THREE HUNDRED THIRTY-SEVEN and SIXTY-EIGHT ONE-HUNDREDTHS DOLLARS (\$1,337.68), due from them by account on the 19th day of July, 1961 which sum of money with the interest thereon, is still unpaid.

5.

The Plaintiff claims of the defendants, ONE THOUSAND THREE HUNDRED THIRTY-SEVEN and SIXTY-EIGHT ONE-HUNDREDTHS DOLLARS (\$1,337.68), due from them by account on, to-wit: the 19th day of July, 1961 which sum of money with the interest thereon is still unpaid.

An itemized statement of the account sued on, verified by the affidavit of a competent witness, is attached hereto as exhibit "A" and made a part hereof.

WILTERS, BRANTLEY & NESBIT

LIFEM

SEP. 26 1962

AUG I DUCK, CLERK REGISTER

| | 1 | 2 day c | , July | | _{19.} 60 |
|--|---|--|---|--|---|
| THIS AGREEMENT, made at Winona, Minneson WATKINS PRODUCTS, INC., a corporation | ta, this, hereinafter | called "the | Seller," and | | |
| Tommy C. Jones | | of Mon | roeville, | Alabama | **** |
| hereinafter called "the Purchaser," witnesseth, 1. That in consideration of the promises and agr formed by him, the Seller agrees, unless prevented by the current wholesale prices, free on board cars at Winona, ment, such goods and other articles manufactured or sole hereof, until the first day of April, 1963, in the locality scription of which locality he agrees to furnish and deli- but the furnishing of such description may be waived by | eements of the fire, strikes, o Minnesota, of the it, as the in which he iver to the Sethe Seller at i | ne Purchaser r other caus or at its opti Purchaser n is now eng- eller in writi ts election, v | r hereinafter co se, to sell and d ion, at any of it hay reasonably a ged, or intend- ing prior to its without notice to | ntained, to be kept are eliver to the Purchasers other regular places of equire for sale, from the to engage, in business acceptance of this agree the Purchaser or the second se | nd per- c, at its of ship- ne date s, a de- ement; sureties |
| hereon. 2. And in consideration thereof, the Purchaser agaforesaid; and, in consideration of the extension of creweekly, written records, showing separately the amount or any of them, may be waived by the Seller without in the seller without | s of his cash s notice to the | sales, time sa sureties here | ales, and collect eon, and he also | ions; which records, he agrees to furnish a co | owever, omplete |
| financial statement when requested to do so. 3. The Purchaser further agrees to pay the Seller as herein provided, and also the prepaid transportation sixty per cent (60%) of the amount received by him at the time and in the manner and in accordance with two hereof; and, at the expiration or termination of this or the Purchaser may pay for such goods in cash, less to any of them, may be waived or extended by the Selrights or interests of the Seller. | from his cash he weekly rec s agreement, he usual cash ller without r | sales, and food blanks of the way the way the way the way to to the | from his collect of the Seller und whole amount the lowed for such sureties hereon | ons on sales previously the the provisions of pare erefor then remaining payments; but such payments; but prejudic | y made, ragraph unpaid; yments, e to the |
| 4. If the Purchaser shall not pay cash for said go at the time and in the manner hereinbefore provided after either limit the sales herein agreed to be made, or | r from time to | time suspe | nd the same, or the Seller may | require cash with each | h order, |
| 5. The Purchaser may, within thirty days after the to the Seller, at Winona, Minnesota, Memphis, Tenn in as good condition as when delivered to him at poir may then have on hand; and the Seller agrees to repu condition when received by it, and pay or credit the Powholesale prices whichever shall be lower. And, if an received by the Seller at any of the places above name be done, and make a reasonable charge therefor, and Purchaser with the balance. But the Purchaser shall matter of any kind, or for any goods or articles which | dessee, Barber of shipmen rehase such gurchaser there of goods returned, the Seller deduct such control return, in have been us | ton, Ohio, I t, any goods, toods, in the effor at the ir need by the I will restore will restore harge from hor the Selle sed, or for a | Newark, New J s purchased by e units and com- nvoiced prices of Purchaser are n them to such co- the value of such er pay or allow ny goods which | ersey, or Oakland, Ca him from the Seller, we binations purchased, if at the Seller's then proof in a salable condition andition, if that can reach goods, and pay or can any credit for, any ad- cannot reasonably be | which he in such revailing on when asonably redit the vertising restored |
| to a salable condition. 6. The Purchaser shall have no power or author gation, or liability of any kind whatsoever, in the nam 7. The Seller shall have no interest in the accoments, printed, advertising or other matter of the Sell or control the sale or other disposition of said goods, of Masculine terms of expression herein shall be | unts due for ger, sent to, or to change of | goods sold be distributed in modify the | by the Purchases by the Purchase terms of this a inine where app | e; and no oral or writt er, shall be construed greement. blicable. | en state- to direct |
| 9. It is also mutually agreed that this is the connot be varied, changed, or modified in any respect excand that either of the parties hereto may terminate to | ept in writing his agreemen | executed by at at any tin | y the Purchaser he, if desired, b | and by an officer of the giving the other par | ty notice |
| thereof in writing by mail. IN WITNESS WHEREOF, the Purchaser has It to be executed in its corporate name by its proper office. | cei, at willow | 14, 14,111,11000 | | | |
| Purchaser sign s | / Tommy | C. Jone | es | *************************************** | (Seal) |
| nere training | , | FULL NAME | —not initials S PRODUCTS | | |
| | Ву | E. | J. Siever | | President |
| In consideration of the execution of the foregoin read, and fully understand and hereby agree and asse chaser, as vendee, of goods and other articles, as the the acceptance of this agreement, notice of default or against the Purchaser; and we jointly, severally and other articles, and the prepaid transportation charge provided. And we further severally agree that, in ca expiration or termination of this agreement, his estate made to the Purchaser prior to receipt by the Seller a | erein provide of nonpayme unconditional is thereon, at se of the dear | d, we, the unt, and waitly promise, the time are the fone or | undersigned sur- ve action requir agree and guar and place, and in more of us, the | eties, do hereby waive ed, upon notice, by an antee to pay for said g the manner in said a undersigned sureties, l urety or sureties for all | notice of systatute, goods and agreement before the shipments |
| | S SIGN HE | | | e de la composición | |
| Name | | Occupation | Rt2. | . F. D. City Bay Minnett | Ala |
| | | | | orker Monroevi | و تاللله. |
| James E. Witherington | (Seal) Sal | esman | Russell | | |
| ###################################### | | | | Ala. | |
| · | | - | | | |
| | (Seal) | | | | · |

STATE OF MINNESOTA) COUNTY OF WINONA

Before me, L.M. Ferdinandsen, Jr., a Notary Public within and for said County, personally appeared William F. Lukitsch, who being duly sworn, deposes and says:

That he is Comptroller of Watkins Products, Inc., formerly The J. R. Watkins Company, a corporation organized and doing business under the laws of the State of Delaware, and as such officer and with full authority under the By-Laws of the said corporation, he makes this affidavit; that he is familiar with the books and business of said Watkins Products, Inc., that the attached account against Tommy C. Jones, as Principal, and guaranteed by Dean W. Jarrell, James E. Witherington, and Sylvia Jarrell, as sureties, is just, true and correct within the knowledge of this affiant, and all of said parties are indebted to Watkins Products, Inc., for the goods sold and delivered to said Tommy C. Jones at his special instance and request according to the items thereon stated and composing the said account, 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 thereon, amounting to the sum of One Thousand Three Hundred thirty-seven and 68/100(\$1,337.68)Dollars with interest from March 30, 1961 is justly due and remains unpaid.

Sworn and subscribed to before me on this 11th day of September, 1962, as

witness my hand and seal of office. L.M. FERDINANDSEN, Jr., Notary Public,

Winona, Winona County, Minnesota My Commission Expires Jan. 16, 1964 Tommy C. Jones

Monroeville, Alabama

Winona, Minn. September 11, 1962

In Account With

WATKINS PRODUCTS; INC.

| CHARGES | | | | |
|---------------------------------------|-----------------|--|---|-----|
| | 1, 1960 Each | Almont Extract | .70 | • |
| ขนนภณน ⁴ ขนนภณนผน 8 | 11 11 | Banana Ext Flavor | .70 | |
| 2 . | II | Black Walnut Flavor | .†o .70 | |
| 3 | ii | Imit Coconut Flavor Lemon Extract Colored | 1.05 | |
| 24 | 11 | Lemon Extract Col | .90 20.16 | |
| 2 | TÎ . | Maple Flavor | . 70 | |
| 2 | 11 | Mixed Fruit Flavor | .70 .70 .70 | |
| 2 | 11 | Orange Extract | .70 | |
| 2 | Í | Peppermint Extract Pineapple Flavor | • 70 70 | |
| 4 8 | Each | Vanilla D S | .70 43.68 | |
| 12 3 12 | 11 | Vanilla D S Imit | 4.96 1.26 6.36 6.36 1.26 .72 | |
| 3 | ii | Cream of Tartar | 1.26 | |
| 15 | 11 | Coconut Dessert Lemon Dessert | 6.36 | |
| 3 | ti | Allspice Small | 0.30 | |
| ž | Ť | Celery Salt | <u> </u> | |
| 2 | 11 | Cinnamon Small | .72 | |
| 4 | ti tt | Cinnamon Large | C 0 1 C | |
| 2 | 11 | Chili Powder Ginger Small | .42 | |
| 2 | tt ······ | Garlic Seasoning | .56 .40 .42 | |
| 2 | 11 | Mustard Small | .42 | |
| 2 | tt. | Paprika | .42 | |
| 2 | tr | Nutmeg | 1.90 | |
| 3 | TT. | onion Seasoning Pepper Small | .40 | |
| 12 | tt | Pepper 8 oz | 1.59 12.60 3.62 4.96 | |
| 2 | ti ii | Chewable Vitamin | 3.62 | |
| 2 | IT | Multi Vit Adults 100s | 4.96 | |
| 2 | II . | Multi Vit Children Multi Vit Cap 100 | 3.36 6.74 1.38 | |
| | 11 | Aspirin Large | 7.38 | |
| 2 | 11 | Acotin Tablets Large | . 66 | |
| 2 | ii . | Analgesic Balm Cough Medicine | .66 .74 | |
| 2 | ii . | Cough Medicine Cough Syrup | 1.32 1.58 1.16 1.24 | |
| 2 | 11 | Cream Camphor Liniment | 1.50 | |
| 2 | ! ! | Digestive Compound Tab | 1.24 | |
| 2 | ## ## | Sparkling Salts | 7.3X | • |
| 2 | ŤI. | Comp. Mustard Ointment | 1.06 | |
| 2 | ři. | Herb Tablets Inhalent | .96 | |
| 2 | î î | Inhalent Antibiotic Spray Laxative Cold Tab Supercold Tablets Liniment | 1.16 | |
| 2 | ii ii | Laxative Cold Tab | .86 | |
| 48 | ir | Supercold Tablets | 1,32 | |
| 6 1 | ii | Menthol Camphor Oint | N/C 2.88 | |
| 2 1 | ü | Panol | 2.00 1.26 | |
| 2 ! | ii ii | Petro Carbo Large Salve | .96 | |
| 2 ' | | Settelz | • 96 | |
| & & & & & & & & & & & & & & & & & & & | | Soothie Tonic | •96 •88 | |
| 2 ' | | Cleans Cr. Dry Skin | 1.58 | |
| 2 ! | | Cleans Cr. Normal Oily | 1.10 1.10 | |
| 2 1 | | M K Hand Cream | .88 | |
| 7 . | | Cr. Makeup Sunbrown | .42 | |
| 2 " | | Cr. Makeup Sunlight | • <u>84</u> | |
| 2 " | | Sunrose Makeun | • 84 84 | 507 |
| 5 " | | Cr. Makeup Suntone Sunrose Makeup Liq. Cheans Lot 8 oz. | . 84 . 84 . 84 1 . 36 | |
| | | | | |

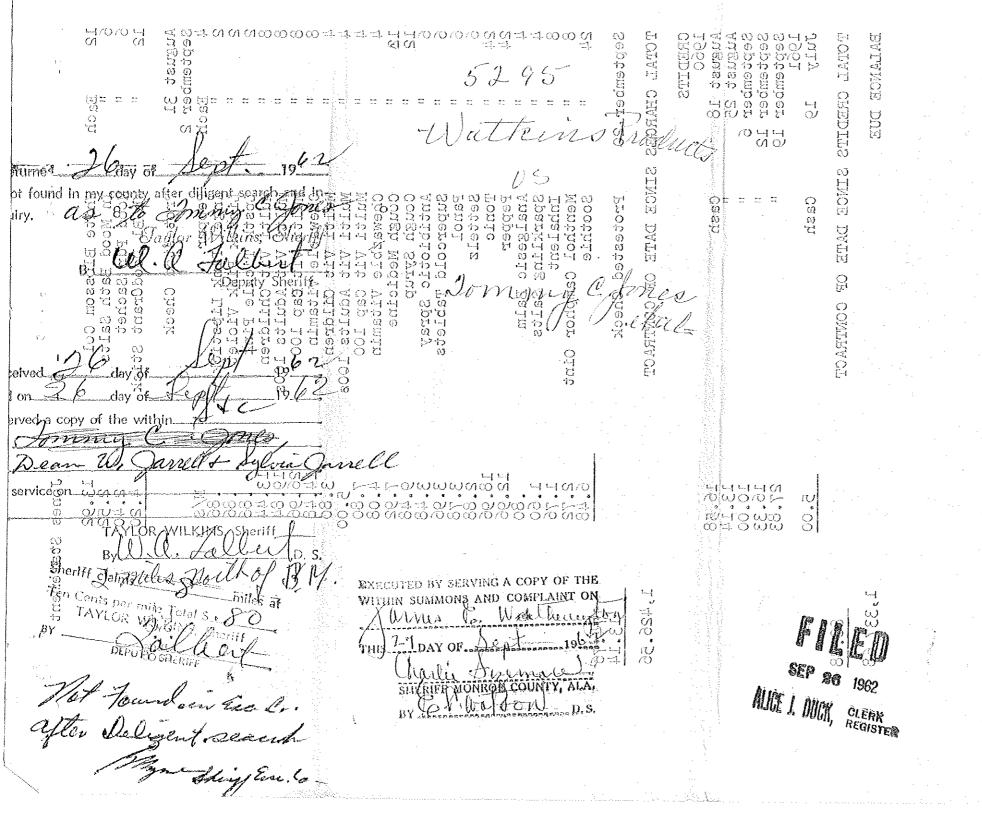
| NAMONAMANANANAMANANAMANAMANANAMANAMANAMA | | |
|--|---------|--|
| | 2222332 | |

| Each | Lotion Deodorant Face Pdr Natural | .98 1.38 |
|-----------|--|--|
| ti | " Nut Brown | 4.14 1.38 |
| 11 | Face Pdr Peach Face Pdr Rachel | 1.38 |
| it | Face Pdr Rose Rachel | 4.14 |
| ii. | Face Pdr Sunbrown | 4.14 |
| ni | Camelia Lipstick | 1.26 1.26 |
| ti ti | Lipstick Coral | 1.26 |
| 11 | Lipstick Deep Magic Lipstick Lip Red | 1.26 |
| ii | Lipstick Mystic Rose | 1.26 |
| ii . | Lipstick Pink Orchid | 1.26 |
| ii . | " Redbloom | 1.26 1.26 |
| ti Ti | " Sweet Pink | 192 |
| 11 | Pink Silk Lotion Liq. Makeup Sunbrown | .92 3.18 |
| 11 | Lig. Makeup Nutbrown | 3.18 1.06 |
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| ri Ti | Liq. Makeup Sunrose " Rouge Pink | .90 |
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| tİ | Nut Brown Pdr Pat | 3.90 1.30 1.30 |
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| 11 | Pdr Pat Sunrose Pdr Pat Sunbrown | 3.90 |
| ii | Skin Freshener | 3.90 1.16 |
| ii | M K Complexion Soap | 1.26 |
| 11 | Fragrance Sampler | o/s |
| ii A | Posder Vial Sets | 0/S 1.44 |
| íi Íi | In Mood Bath Salts | 2.66 |
| ή | In Mood Cologn e In Mood Dusting Pdr | 1.70 |
| tt | In The Mood Perfume | 3.46 |
| tī | In The Mood Perfume | 1.78 |
| ti . | Bath Soap in Mood | 1.16 1.16 |
| tī | In Mood Cr. Sachet Mood Pdr Sachet | 1.36 |
| ii | In Mood Toilet Water | 1.36 1.58 .80 |
| ίτ | White Blossom Bath Salt | .80 |
| 81 | Wh Bl Dusting Pdr | 7 70 |
| ri ri | Wh Bl Deodorant Stick | 1.08 2.42 2.32 1.22 3.08 1.68 |
| ii | Wh Bl Cologne Mist Wh Bl Col | 2.32 |
| 11 | Wh Bl Creme Sachet | 1.22 |
| ń | Wh Bl perf | 3.08 |
| 71 | Wh Bl perf | 1.68 |
| 11 11 | wh bl Pdr Sachet | 1.36 0/s 1.66 |
| 11 | Wh Bl Body Talc Wh Bl Bath Oil | 1.66 |
| Ť | Wh Bl Bath Oil | 2.94 |
| TI . | Baby Gift Box Comb | 2.90 .84 .74 |
| Ťi | Baby Lotion | - 84 |
| ti ti | Baby Cream | - 30 |
| ii | Baby Soap Baby Powder | .30 |
| 11 | Applicator Bottle | . 48 |
| 11 | Twirl Curler Permanent | 4.08 |
| 11 | Antiseptic Liquid | .88 |
| tt H | Watkins Foam Shave | 6.96 .98 |
| ii | Aftershave Lot Tubes Shaving Cream | •98 •78 |
| 13 | Liq. Shave Cream | - 88 |
| 11 | Shaving Cream Brushless | .58 |
| 11 | Shaving Soap | .74 |
| ii ii | Cologne for men | 1.26 6.48 |
| it | Stick Øø%ø Deodorant Mens Talc | .72 |
| 13 | Foot Powder | .80 .80 |
| 11 | Mouth Refresher | .80 |
| FT | Tooth Brushes Jr. Tufted | • 34 |
| ii | Tooth Br. Jr. Rolling | •34 1.08 |
| \$T | Wintergreen Tooth Paste Tubes Tooth Paste | 1.08 |
| tt | Tooth Brushes Reg | 1.12 |
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| 12 " Cremaire 6.00 6 " Shampoo Coconut Oil 3.96 36 " M K Cream Rinse 11.52 | 12 " Cremaire 6.00 | 2 Each Tooth Brushes 1. |
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| Bx | Bx | Livestock Sprayer Dairy Fly Sprayer Feeney Duster Insect Spray Pine Oil Disinfectant Pine Oil Oder Chek Atomizer Oder Chek Insecticide Aerosal Liq. Wax |
| Bx | Bx | Livestock Sprayer Dairy Fly Sprayer Feeney Duster Insect Spray Pine Oil Disinfectant Pine Oil Oder Chek Atomizer Oder Chek Insecticide Aerosal |
| Bx | Bx | Livestock Sprayer Dairy Fly Sprayer Feeney Duster Insect Spray Pine Oil Disinfectant Pine Oil Oder Chek Atomizer Oder Chek |
| Bx | Bx | Livestock Sprayer Dairy Fly Sprayer Feeney Duster Insect Spray Pine Oil Disinfectant Pine Oil Oder Chek Atomizer |
| Bx | Bx | Livestock Sprayer Dairy Fly Sprayer Feeney Duster Insect Spray Pine Oil Disinfectant Pine Oil |
| Bx | Bx | Livestock Sprayer Dairy Fly Sprayer Feeney Duster Insect Spray |
| Bx | Bx | Livestock Sprayer Dairy Fly Sprayer Feeney Duster 12 |
| Bx | Bx | Livestock Sprayer (Dairy Fly Sprayer 9) |
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| BALANCE DUE | | | 1,337.68 |



| WATKINS PRODUCTS, INC., A | ğ |
|--|-------------------------|
| Corporation, | Q |
| Plaintiff, | IN THE CIRCUIT COURT OF |
| vs. | BALDWIN COUNTY, ALABAMA |
| TOMMY C. JONES, DEAN W. | Ž |
| JARRELL, SYLVIA JARRELL and JAMES E. WITHERINGTON, | AT LAW ₫ |
| Defendants. | δ . |

Come the Defendants, James E. Witherington, Dean W. Jarrell and Sylvia Jarrell, in the above styled cause and for plea to the amended complaint filed in said cause, and each and every count thereof, separately and severally, and say:

- 1. That the allegations of the amended complaint are untrue.
- That the Plaintiff is a foreign corporation incorporated under the laws of the State of Delaware and had not qualified to do business in the State of Alabama on July 12, 1960, nor on September 26, 1962, as required by Title 10, Section 192 of the 1940 Code of Alabama. The contract sued upon was dated July 12, 1960, and the suit was filed in the above matter on September 26, 1962. During the year 1960, the Plaintiff was doing business within the State of Alabama, and within the meaning of the above mentioned Code Section. During that year it had in its employment as an agent, servant or employee a Mr. H. F. Millard who was employed by the Plaintiff as field man whose scope of employment provided for the procurement of new dealer customers and investigation of dealer agreements similar to the agreement entered into and sued on in this suit. That the said H. F. Millard was employed in South Alabama during the year 1960, and a Mr. John Bonner and Guy Phillip were also agents, servants or employees of the Plaintiff as field men part of the time during the year 1960 in North Alabama and the scope of their employment was the same as that of Mr. Millard. That this employment of such agents with-

in the State of Alabama constituted doing business in the State of Alabama. That since such Plaintiff was not qualified to do business in the State of Alabama at the time of the execution of the contract and at the time of the deliverance of its goods to Tommy C. Jones, who was a dealer customer, and was not qualified to do business in the State of Alabama at the time of the filing of its suit in said cause, it may not sue for a breach of such contract in the State of Alabama, hence it cannot recover of the above named Defendants in this suit.

Attorney for Dean W. Jarrell, Sylvia Jarrell and James E. Witherington

FILED

JUN 28 1963

AUCE I. DUCK, CLERK REGISTER

He the Jenor Lind Jor Defendant Sommed Skeref & Foreman

WATKINS PRODUCTS, INC., A Corporation,

Plaintiff,

VS.

TOMMY C. JONES, ET AL.,

Defendants.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

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PLEAS

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NUE J. DUK, REGISTER

| | WATKINS PRODUCTS, INC., A Corporation. | ₹ | |
|---------------------------------|---|-------------------------|---|
| | Plaintiff, | IN THE CIRCUIT COURT OF | - |
| | vs. | § | |
| | | BALDWIN COUNTY, ALABAMA | 7 |
| - | TOMMY C. JONES, DEAN W. JARRELL, SYLVIA JARRELL | X AT LAW NO. 5295 | |
| or manuschhauf Fildfareführen | and JAMES E. WITHERINGTON, | M1 4AW NO. 3233 | , |
| Water Profession of the Persons | Defendants. | ğ | |

DEMURRER:

Come the Defendants, Dean W. Jarrell, Sylvia Jarrell and James E. Witherington, in the above styled cause and demur to the Amended Complaint filed in said cause and to each and every count thereof, separately and severally, and assign the following separate and several grounds, viz:

- 1. That said Amended Complaint does not state a cause of action.
- 2. For aught that appears from count "1." of the Amended Complaint, no date of payment for goods purchased by Tommy C. Jones from the Plaintiff is set out.
- 3. That there is a misjoinder of parties Defendant in said cause.
- 4. That such Defendants are guarantors and not sureties and cannot be sued jointly with the other Defendant.
- 5. That the contract sued upon is not sufficiently set out in counts "2." and "3." of the Amended Complaint.

Attorneys for Defendants Dean W. Jarrell.
Sylvia Jarrell and James E. Witherington



| WATKINS PRODUCTS, INC., | | X | |
|----------------------------|-------------|-----|--------------------------------------|
| A Corporation, | 19 |)A. | |
| | (D) | X | |
| Plaintiff, | \$ | | IN THE CIRCUIT COURT OF |
| vs. | 43 | Į | |
| NA. | 47 | γ | BALDWIN COUNTY, ALABAMA |
| w. | (). | ^ | |
| TOMMY C. JONES, DEAN W. | | I | |
| JARRELL, SYLVIÁ JARRELL | -(| | AT LAW # 5295 |
| and JAMES E. WITHERINGTON, | 4.5 | X | |
| Defendants. | 439 | | |
| | And Comment | . Į | the separation |
| | _ | | to the same terms to the same terms. |

DEMURRER

Come the Defendants Dean W. Jarrell, Sylvia Jarrell and James E. Witherington and demur to the complaint filed in said cause and each and every count thereof, separately and severally, and assign the following separate and several grounds, viz:

- 1. That said complaint does not state a cause of action.
- 2. That count "l" of said complaint does not allege that the Plaintiff performed the conditions of the contract sued on.
- 3. That it is not alleged that the Plaintiff was qualified to do business in the State of Alabama at the time that said contract was entered into or at the time of the filing of the suit in said cause.
- 4. That count "2" of said complaint does not allege that the Plaintiff was a party to the contract referred to therein.
- 5. That count "2" of said complaint does not allege that the Plaintiff performed the conditions of the contract which it was required to perform.
- 6. That count "2" of said complaint does not allege that the payments on the contract are due and payable.
- 7. That count "3" of said complaint does not allege the date of the contract referred to.
- 8. That the terms of the contract referred to in count "3" of said complaint are not sufficient.

Attorneys for Dean W. Jarrell, Sylvia Jarrell and James E. Witherington

Defendants demand a trial by jury of this cause.

Filed - 11-26-62

Attorneys for said Defendants

WATKINS PRODUCTS, INC., A Corporation,

Plaintiff,

vs.

TOMMY C. JONES, ET AL.,

Defendants

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW NO. 5295

DEMURRER

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