

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 26 day of September, 1962.

Alice J. Luck
Clerk

WATKINS PRODUCTS, INC.,
a Corporation,

Plaintiff

Vs.

TOMMY C. JONES, DEAN W. JARRELL,
SYLVIA JARRELL and JAMES E.
WITHERINGTON,

Defendants.

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IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 57295

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 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 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

SURETIES SIGN HERE WITH INK

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.

3.

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

BY:


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; 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.

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

(Seal)

STATE OF MINNESOTA)
COUNTY OF WINONA) 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:

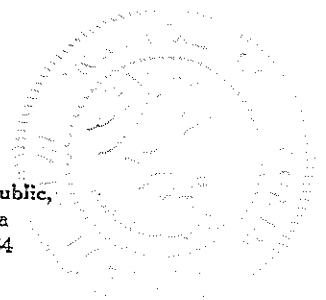
That he is Comptroller of Watkins Products, Inc., formerly The J. R. Watkins Company, a corporation organized and doing business under the laws of the State of Delaware, and as such officer and with full authority under the By-Laws of the said corporation, he makes this affidavit; that he is familiar 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. Lukitsch

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.

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



STATEMENT

Tommy C. Jones
Monroeville, Alabama

Winona, Minn.
September 11, 1962

In Account With
WATKINS PRODUCTS, INC.

CHARGES

1960

August 1, 1960

2	Each	Almont Extract	.70
2	"	Banana Flv Flavor	.70
2	"	Black Walnut Flavor	.70
3	"	Imit Coconut Flavor	1.05
2	"	Lemon Extract Colored	.90
24	"	Lemon Extract Col	20.16
2	"	Maple Flavor	.70
2	"	Mixed Fruit Flavor	.70
2	"	Orange Extract	.70
2	"	Peppermint Extract	.70
2	"	Pineapple Flavor	.70
48	Each	Vanilla D S	43.68
12	"	Vanilla D S Imit	4.92
3	"	Cream of Tartar	1.26
12	"	Coconut Dessert	6.36
12	"	Lemon Dessert	6.36
3	"	Allspice Small	1.26
2	"	Celery Salt	.50
2	"	Cinnamon Small	.72
4	"	Cinnamon Large	2.72
2	"	Chili Powder	.42
2	"	Ginger Small	.56
2	"	Garlic Seasoning	.40
2	"	Mustard Small	.42
2	"	Paprika	.42
2	"	Nutmeg	1.90
2	"	onion Seasoning	.40
3	"	Pepper Small	1.59
12	"	Pepper 8 oz	12.60
2	"	Chewable Vitamin	3.62
2	"	Multi Vit Adults 100s	4.96
2	"	Multi Vit Children	3.36
2	"	Multi Vit Cap 100	6.74
6	"	Aspirin Large	1.38
2	"	Acotin Tablets Large	.66
2	"	Analgesic Balm	.74
2	"	Cough Medicine	1.32
2	"	Cough Syrup	1.58
2	"	Cream Camphor Liniment	1.16
2	"	Digestive Compound Tab	1.24
2	"	Sparkling Salts	1.38
2	"	Comp. Mustard Ointment	1.06
2	"	Herb Tablets	.96
2	"	Inhalent	.86
2	"	Antibiotic Spray	1.16
2	"	Laxative Cold Tab	.86
48	"	Supercold Tablets	1.32
6	"	Liniment	N/C
2	"	Menthol Camphor Oint	2.88
2	"	Panol	1.26
2	"	Petro Carbo Large Salve	.96
2	"	Settelz	.96
2	"	Soothie	.88
2	"	Tonic	1.58
2	"	Cleans Cr. Dry Skin	1.10
2	"	Cleans Cr. Normal Oily	1.10
1	"	M K Hand Cream	.88
2	"	Cr. Makeup Sunbrown	.42
2	"	Cr. Makeup Sunlight	.84
2	"	Cr. Makeup Suntone	.84
2	"	Sunrose Makeup	.84
2	"	Liq. CReans Lot 8 oz.	1.36

2	Each	Lotion Deodorant	.98
2	"	Face Pdr Natural	1.38
6	"	" " Nut Brown	4.14
2	"	Face Pdr Peach	1.38
2	"	Face Pdr Rachel	1.38
6	"	Face Pdr Rose Rachel	4.14
6	"	Face Pdr Sunbrown	4.14
2	"	Camelia Lipstick	1.26
2	"	Lipstick Coral	1.26
2	"	Lipstick Deep Magic	1.26
2	"	Lipstick Lip Red	1.26
2	"	Lipstick Mystic Rose	1.26
2	"	Lipstick Pink Orchid	1.26
2	"	" Redbloom	1.26
2	"	" 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	"	Liq. Makeup Suntone	1.06
2	"	Liq. Makeup Sunrose	1.06
2	"	" Rouge Pink	.90
2	"	" Rouge Red	.90
6	"	Nut Brown Pdr Pat	3.90
2	"	Pdr Pat Sunlight	1.30
2	"	Pdr Pat Suntone	1.30
2	"	Pdr Pat Sunrose	1.30
6	"	Pdr Pat Sunbrown	3.90
2	"	Skin Freshener	1.16
2	"	M K Complexion Soap	1.26
1	"	Fragrance Sampler	0/S
1	"	Posder Vial Sets	0/S
2	"	In Mood Bath Salts	1.44
2	"	In Mood Cologne	2.66
2	"	In Mood Dusting Pdr	1.70
2	"	In The Mood Perfume	3.46
2	"	In The Mood Perfume	1.78
2	"	Bath Soap in Mood	1.16
2	"	In Mood Cr. Sachet	1.16
2	"	Mood Pdr Sachet	1.36
2	"	In Mood Toilet Water	1.58
2	"	White Blossom Bath Salt	.80
2	"	Wh Bl Dusting Pdr	1.70
2	"	Wh Bl Deodorant Stick	1.08
2	"	Wh Bl Cologne Mist	2.42
2	"	Wh Bl Col	2.32
2	"	Wh Bl Creme Sachet	1.22
2	"	Wh Bl perf	3.08
2	"	Wh Bl perf	1.68
2	"	wh bl Pdr Sachet	1.36
2	"	Wh Bl Body Talc	0/S
2	"	Wh Bl Bath Oil	1.66
2	"	Wh Bl Bath Oil	2.94
2	"	Baby Gift Box Comb	2.90
2	"	Baby Lotion	.84
2	"	Baby Cream	.74
2	"	Baby Soap	.30
2	"	Baby Powder	.88
3	"	Applicator Bottle	.48
6	"	Twirl Curler Permanent	4.08
2	"	Antiseptic Liquid	.88
12	"	Watkins Foam Shave	6.96
2	"	Aftershave Lot	.98
2	"	Tubes Shaving Cream	.78
2	"	Liq. Shave Cream	.88
2	"	Shaving Cream Brushless	.58
2	"	Shaving Soap	.74
2	"	Cologne for men	1.26
12	"	Stick 6/16 Deodorant	6.48
2	"	Mens Talc	.72
2	"	Foot Powder	.80
2	"	Mouth Refresher	.80
2	"	Tooth Brushes Jr. Tufted	.34
2	"	Tooth Br. Jr. Rolling	.34
3	"	Wintergreen Tooth Paste	1.08
3	"	Tubes Tooth Paste	1.08
2	"	Tooth Brushes Reg	1.12
2	"	Tooth Brushes Reg	1.12

2	Each	Tooth Brushes	1.38
1	"	Livestock Sprayer	0/s
12	"	Dairy Fly Sprayer	9.36
12	"	Feeney Duster	21.00
3	"	Insect Spray	1.11
3	"	Pine Oil Disinfectant	1.95
3	"	Pine Oil	3.36
3	"	Oder Chek Atomizer	1.29
3	"	Oder Chek	1.74
3	"	Insecticide Aerosal	2.58
3	"	Liq. Wax	1.74
3	"	Liq. Mosquito Repl	2.04
3	"	Moth Spray	2.52
3	"	Moth Crystals	1.74
2	"	Perf Deodorant blk	1.36
2	"	Perfumed Starch	.64
2	"	Razor Blades	1.06
2	"	Liquid Cleanr	.98
2	"	Furniture Cream	1.30
2	"	Spot Remover	.54
2	"	Roach Ant Spray	1.06
24	"	Garden Crop Dust	28.80
2	"	Wormer Swine Pltry	4.94
12	"	Rat Mouse Killer	7.20
2	"	Malation Con	3.88
1	"	Malathion Con	.80
3	"	Chlordane Concentrate	2.10
6	"	Fly Bait	6.30
1	"	Weed Killer	.44
2	"	Roach Flea Louse Pdr	1.40
2	"	Roost Paint	1.94
1	"	Acetate Display Cover	.35
100	"	Punch Card	.30
1	Bx	Rings Route Record Cds	1.85
3	Pk	Route Record Cards	4.20
10	Each	Order Books Rural	.90
1	"	Tonic Order Book	.06
1	St	Car Sign Fas Cal	0/s
1	Each	Dust Dodger	0/s
10	"	Farm Guide	1.00
1	"	Fresh Aid Circular	0/s
100	"	Vitamin Dodger	1.00
100	"	Fresh Aid Folder	.60
100	"	Fly Spray Dodger	.40
2	Pk	Sweepstakes Entry Blk	1.00
100	Each	Gly Spray Broadside	1.00
10	"	Pest Control Guide	1.00
50	"	Dairy Calf Dodger	0/s
50	"	Swine Broadside	.50
50	"	Beef Broadside	0/s
50	"	Egg Maker Dodger	.30
16	Pk	Illustrated Cat Prod	16.00
1	Each	Carrying Case Bev	3.60
1	"	Cover Bev Case	1.00
36	"	Insect Dust	47.52
12	"	Fly Spray 1 gal	15.00
88	"	Fly Spray 1 gal	132.00
2	"	Flyspray 5 gal	N/C
6	"	Trunk Lid Holder	1.50
12	"	Hair Brush	3.12
1	"	Cooler	0/s
1	Case	Juice Server	5.46
12	Each	Fresh Aid Disp	2.64
3	"	Floor Waxer	.90
2	"	Giant Dustmaster Mop	5.67
12	"	Blue Crystal Shampoo	0/s
12	"	Dandruff Treatment	7.56
24	"	Liq. Creme Shampoo	19.44
12	"	Jar Creme Shampoo	5.88
12	"	Cream Shampoo	6.84
12	"	Hair Dream	5.04
6	"	Pressing Oil	4.50
12	"	Cremaire	6.00
6	"	Shampoo Coconut Oil	3.96
36	"	M K Cream Rinse	11.52

24	Each	Home Permanent	13.20
6	"	Hair Pomade	1.56
6	"	Pressing Oil	1.98
36	"	Hair Spray	18.72
2	"	Nite Club Perf	2.00
2	"	Nite Club Sachet Pd	1.36
2	"	Nite Club Cologne	2.00
2	"	Nite Club Dusting Pdr	1.70
3	"	N C Cologne Mist	3.63
3	"	Nite Club Bath Oil	2.49
2	"	Creame Sachet Col	1.66
2	"	Apple Bl. Deodorant Col	1.66
2	"	Bewitching Coral Lpstk	.86
2	"	Daring Crimson Lpstk	.86
2	"	Tempting Red Lpstk	.86
2	"	Port Wine Lipstk	.86
2	"	Angel Pink	0/s
2	"	Spicy Rose Lipstick	.86
2	"	N C Lpstk Tiger Lilly	.86
2	"	Lipstk Pink Violet	0/s
2	"	" Tickle Pink	0/s
12	"	Fresh Aid Orange	10.80
6	"	Fresh Aid Cherry	5.40
6	"	Fresh Aid Rsap	5.40
12	"	Fresh Aid Grape	10.80
6	"	Fresh Aid Lime Lemon	5.40
6	"	Fresh Aid Lemon	5.40
12	"	Fresh Aid Orange	4.80
12	"	Fresh Aid Grape	4.80

838.26
43.64

August 19 Freight on Shipment #4631

August 12	Each	Blue Crystal Shampoo	5.28
12	"	Razor Blades DBL	2.28
12	"	Razor Blades	6.36
12	"	Roach Flea Louse Pdr	8.40
1	"	Order Books Rural	.09
2	St	Car Sign Fas Cal	0/s
6	Each	Apple Bl. Deodorant Col	4.98
6	"	Twirl Curler Permanent	4.08
12	"	Aftershave Lot	5.88
6	"	Stick Deodorant	3.24
1	"	Livestock Sprayer	3.80
6	"	White Blossom Perf	5.04
3	"	Nite Club Perf	3.00
6	"	Nite Club Cologne	6.00
12	"	N C Cologne Mist	14.52
2	"	Baby Gift Box Comb	2.90
6	"	In Mood Cr. Sachet	3.48
12	"	Wh Bl Deodorant Stick	0/s
12	"	Wh Bl. Cologne Mist	14.52
12	"	White Blossom Col	13.92
6	"	White Blossom Perf	9.24
12	"	Panol	7.56
12	"	Tonic	9.48
6	"	Lotion Deodorant	0/s
6	"	In Mood Cologne	7.98
3	"	In The Mood Perfume	2.67
12	"	Lemon Dessert	6.36
12	"	Pepper Small	6.36
6	"	Pepper	6.60
6	"	Cream Camphor Liniment	3.48
6	"	Digestive Compound Tab	3.72
12	"	Lemon Extract Colored	5.40
6	"	Lemon Extract Col	5.04
12	"	Vanilla D S Imit	4.92
6	"	Food Colors Comb	2.88
6	"	Red Color Mixture	.84

190.30

August 17	Each	Multi Vit Children	20.16
12	"	Multi Vit Children	11.40
24	"	Chewable Vitamin	43.44
24	"	Cough Syrup	18.96
24	"	Pepper	13.68
24	"	Soothie	6.48
6	"	In Mood Cologne	7.98
6	"	In Mood Toilet Water	4.74

Jones Statement

12	Each	White Blossom Col	13.92
6	"	In Mood Bath Salts	2.52
6	"	Mood Pdr Sachet	2.40
12	"	Wh Bl Deodorant Stick	<u>4.20</u>

149.88
16.58

August 31 Protested Check

September 2

4	Each	Pepper	N/S
2	"	Angel Pink Lipstick	.86
2	"	Lipstk Pink Violet	.86
2	"	Lpstk Tickle Pink	.86
8	"	Multi Vit Children	13.44
8	"	Multi Vit Adults 100s	19.84
8	"	Multi Vit Eap 100	26.96
8	"	Chewable Vitamin	14.48
4	"	Multi Vit Children	3.80
4	"	Multi Vit Adults 100s	5.00
4	"	Multi Vit Cap 100	7.80
4	"	Chewable Vitamin	4.08
12	"	Cough Medicine	7.92
12	"	Cough Syrup	9.48
6	"	Antibiotic Spray	3.48
6	"	Supercold Tablets	3.96
6	"	Panol	3.78
6	"	Settelz	2.88
24	"	Tonic	18.96
24	"	Pepper	12.96
4	"	Analgesic Balm	.80
4	"	Sparkling Salts	1.60
8	"	Inhalent	1.76
8	"	Menthol Camphor Oint	2.72
24	"	Soothie	<u>6.48</u>

174.76
13.14

September 20 Protested Check

TOTAL CHARGES SINCE DATE OF CONTRACT

1,426.56

CREDITS

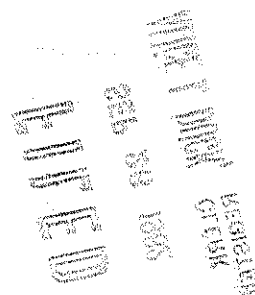
1960			
August 18	Cash		16.58
August 25	"		13.14
September 6	"		10.00
September 12	"		16.33
September 19	"		27.83
1961			
July 19	Cash		<u>5.00</u>

TOTAL CREDITS SINCE DATE OF CONTRACT

88.88

BALANCE DUE

1,337.68



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.
Tommy 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.

Watkins Products

JURY LIST - MARCH 9, 1964.

V3
Tommy
W57 95

- ~~1. Beck, Charles C., Businessman, Lillian~~
- ~~2. Blalock, Greene C., Carpenter, Fairhope~~
- ~~3. Bloch, Herman, Farmer, Elberta~~
- ~~4. Malone, T.E., Merchant, Fairhope~~
- ~~5. Mason, Jimmy, Salesman, Fairhope~~
- ~~6. Mosley, Rufus, Farmer, Stapleton~~
- ~~7. Esleva, Clarence, Farmer, Mag. Spgs.~~
- ~~8. Haden, James T., Salesman, Robertsdale~~
- ~~9. Quinley, Wilburn, Farmer, Bay Minette~~
- ~~10. Rhodes, Charles R., Farmer, Foley~~
- ~~11. Rhodes, Larkin T., Jr., Farmer, Bay Minette~~
- ~~12. Rieben, Ray, Paper Mill, Bay Minette~~
- ~~13. Roberson, Mutt, Laborer, Robertsdale~~
- ~~14. Lazzari, Anglo, Farmer, Belforest~~
- ~~15. Lazzari, Joe, Jr., Farmer, Belforest~~
- ~~16. Lazzari, John, Farmer, Belforest~~
- ~~17. Lager, J.E., Salesman, Foley~~
- ~~18. Little, W.F., Mgr. Bell Tele. Commercial, Spanish Fort~~
- ~~19. Robinson, Dale L., Ins. Agt., Foley~~
- ~~20. Sanders, E. Frank, Banker, Foley~~
- ~~21. Address, Herbert E., Farmer, Foley~~
- ~~22. Dickey, O.L., Butcher, Robertsdale~~
- ~~23. Crosby, James W., Bookkeeper, Foley~~
- ~~24. Arnould, M.L., Floor Finisher, Robertsdale~~
- ~~25. Barton, John, Jr., Newport, Bay Minette~~
- ~~26. Thompson, Albert M., Merchant, Bay Minette~~
- ~~27. Wenzel, Emmett O., Merchant, Gulf Shores~~
- ~~28. Woodward, C.H., Merchant, Fairhope~~
- ~~29. Wright, Justice D., Forester, Stapleton~~
- ~~30. Boan, Jessie Forest, Farmer, Stapleton~~
- ~~31. Bung, Floyd, Merchant, Fairhope~~
- ~~32. Oblak, John, Jr., Farmer, Silverhill~~
- ~~33. Holterman, Nick, Civil Service, Elberta~~
- ~~34. Smith, Clinton, Defense Worker, Bay Minette~~
- ~~35. Suddith, Jack, Officer Manager, Bay Minette~~
- ~~36. Bosby, Eugene, Construction Worker, Fairhope~~
- ~~37. Bryant, Nathan, Clerk, Fairhope~~
- ~~38. Danton, Alphonse, Carpenter, Fairhope~~
- ~~39. Lamar, Reuben, Laborer, Foley~~
- ~~40. McReynolds, Leon, Labor Worker, Bay Minette~~
- ~~41. Moore, Jessie, Court House, Bay Minette~~
- ~~42. Wilson, Frank E., Brookley Field, Daphne~~
- ~~43. Tullos, Abe, Brookley Field, Fairhope~~

43
12
31

P. XXXXX XXXXX XI

D XXXXX XXXXX XI

Defendants

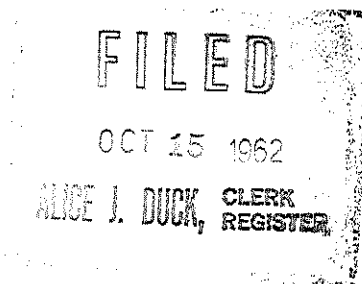
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

AT LAW

CASE NO. 5295

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.



Will Chambers
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 26 day of September, 1962.

Alice J. Clark
Clerk

WATKINS PRODUCTS, INC.,
a Corporation,

Plaintiff

Vs.

TOMMY C. JONES, DEAN W. JARRELL,
SYLVIA JARRELL and JAMES E.
WITHERINGTON,

Defendants.

X
X
X
X
X
X
X
X

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW
CASE NO. 5295

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 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 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

SURETIES SIGN HERE WITH INK

2.

503

3.

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

BY:


Attorneys for Plaintiff

FILED

SEP 26 1962

ALICE L. DUCK, CLERK
REGISTER

THIS AGREEMENT, made at Winona, Minnesota, this 12 day of July, 1960, between WATKINS PRODUCTS, INC., a corporation, hereinafter called "the Seller," and

Tommy C. Jones of Monroeville, Alabama R#1 hereinafter called "the Purchaser," witnesseth,

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 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 (Seal)
here WITH INK

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

STATE OF MINNESOTA }
COUNTY OF WINONA } 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. Lukitsch

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

L. M. Ferdinandsen, Jr.

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

STATEMENT

Tommy C. Jones
Monroeville, Alabama

Winona, Minn.
September 11, 1962

In Account With
WATKINS PRODUCTS, INC.

CHARGES

1960

August 1, 1960

2	Each	Almont Extract	.70
2	"	Banana Flv Flavor	.70
2	"	Black Walnut Flavor	.70
3	"	Imit Coconut Flavor	1.05
2	"	Lemon Extract Colored	.90
24	"	Lemon Extract Col	20.16
2	"	Maple Flavor	.70
2	"	Mixed Fruit Flavor	.70
2	"	Orange Extract	.70
2	"	Peppermint Extract	.70
2	"	Pineapple Flavor	.70
48	Each	Vanilla D S	43.68
12	"	Vanilla D S Imit	4.92
3	"	Cream of Tartar	1.26
12	"	Coconut Dessert	6.36
12	"	Lemon Dessert	6.36
3	"	Allspice Small	1.26
2	"	Celery Salt	.50
2	"	Cinnamon Small	.72
4	"	Cinnamon Large	2.72
2	"	Chili Powder	.42
2	"	Ginger Small	.56
2	"	Garlic Seasoning	.40
2	"	Mustard Small	.42
2	"	Paprika	.42
2	"	Nutmæg	1.90
2	"	onion Seasoning	.40
3	"	Pepper Small	1.59
12	"	Pepper 8 oz	12.60
2	"	Chewable Vitamin	3.62
2	"	Multi Vit Adults 100s	4.96
2	"	Multi Vit Children	3.36
2	"	Multi Vit Cap 100	6.74
6	"	Aspirin Large	1.38
2	"	Acotin Tablets Large	.66
2	"	Analgesic Balm	.74
2	"	Cough Medicine	1.32
2	"	Cough Syrup	1.58
2	"	Cream Camphor Liniment	1.16
2	"	Digestive Compound Tab	1.24
2	"	Sparkling Salts	1.38
2	"	Comp. Mustard Ointment	1.06
2	"	Herb Tablets	.96
2	"	Inhalent	.86
2	"	Antibiotic Spray	1.16
2	"	Laxative Cold Tab	.86
2	"	Supercold Tablets	1.32
48	"	Liniment	N/C
6	"	Menthol Camphor Oint	2.88
2	"	Panol	1.26
2	"	Petro Carbo Large Salve	.96
2	"	Settelz	.96
2	"	Soothie	.88
2	"	Tonic	1.58
2	"	Cleans Cr. Dry Skin	1.10
2	"	Cleans Cr. Normal Oily	1.10
2	"	M K Hand Cream	.88
1	"	Cr. Makeup Sunbrown	.42
2	"	Cr. Makeup Sunlight	.84
2	"	Cr. Makeup Suntone	.84
2	"	Sunrose Makeup	.84
2	"	Liq. Cleans Lot 8 oz.	1.36

Each	Lotion Deodorant	.98
"	Face Pdr Natural	1.38
"	" " Nut Brown	4.14
"	Face Pdr Peach	1.38
"	Face Pdr Rachel	1.38
"	Face Pdr Rose Rachel	4.14
"	Face Pdr Sunbrown	4.14
"	Camelia Lipstick	1.26
"	Lipstick Coral	1.26
"	Lipstick Deep Magic	1.26
"	Lipstick Lip Red	1.26
"	Lipstick Mystic Rose	1.26
"	Lipstick Pink Orchid	1.26
"	" Redbloom	1.26
"	" Sweet Pink	1.26
"	Pink Silk Lotion	.92
"	Liq. Makeup Sunbrown	3.18
"	Liq. Makeup Nutbrown	3.18
"	Liq. Makeup Sunlight	1.06
"	Liq. Makeup Suntone	1.06
"	Liq. Makeup Sunrose	1.06
"	" Rouge Pink	.90
"	" Rouge Red	.90
"	Nut Brown Pdr Pat	3.90
"	Pdr Pat Sunlight	1.30
"	Pdr Pat Suntone	1.30
"	Pdr Pat Sunrose	1.30
"	Pdr Pat Sunbrown	3.90
"	Skin Freshener	1.16
"	M K Complexion Soap	1.26
"	Fragrance Sampler	0/s
"	Posder Vial Sets	0/s
"	In Mood Bath Salts	1.44
"	In Mood Cologne	2.66
"	In Mood Dusting Pdr	1.70
"	In The Mood Perfume	3.46
"	In The Mood Perfume	1.78
"	Bath Soap in Mood	1.16
"	In Mood Cr. Sachet	1.16
"	Mood Pdr Sachet	1.36
"	In Mood Toilet Water	1.58
"	White Blossom Bath Salt	.80
"	Wh Bl Dusting Pdr	1.70
"	Wh Bl Deodorant Stick	1.08
"	Wh Bl Cologne Mist	2.42
"	Wh Bl Col	2.32
"	Wh Bl Creme Sachet	1.22
"	Wh Bl perf	3.08
"	Wh Bl perf	1.68
"	wh bl Pdr Sachet	1.36
"	Wh Bl Body Talc	0/s
"	Wh Bl Bath Oil	1.66
"	Wh Bl Bath Oil	2.94
"	Baby Gift Box Comb	2.90
"	Baby Lotion	.84
"	Baby Cream	.74
"	Baby Soap	.30
"	Baby Powder	.88
"	Applicator Bottle	.48
"	Twirl Curler Permanent	4.08
"	Antiseptic Liquid	.88
"	Watkins Foam Shave	6.96
"	Aftershave Lot	.98
"	Tubes Shaving Craam	.78
"	Liq. Shave Cream	.88
"	Shaving Cream Brushless	.58
"	Shaving Soap	.74
"	Cologne for men	1.26
"	Stick Deodorant Deodorant	6.48
"	Mens Talc	.72
"	Foot Powder	.80
"	Mouth Refresher	.80
"	Tooth Brushes Jr. Tufted	.34
"	Tooth Br. Jr. Rolling	.34
"	Wintergreen Tooth Paste	1.08
"	Tubes Tooth Paste	1.08
"	Tooth Brushes Reg	1.12
"	Tooth Brushes Reg	1.12

2	Each	Tooth Brushes	1.38
1	"	Livestock Sprayer	0/S
12	"	Dairy Fly Sprayer	9.36
12	"	Feeney Duster	21.00
3	"	Insect Spray	1.11
3	"	Pine Oil Disinfectant	1.95
3	"	Pine Oil	3.36
3	"	Oder Chek Atomizer	1.29
3	"	Oder Chek	1.74
3	"	Insecticide Aerosal	2.58
3	"	Liq. Wax	1.74
3	"	Liq. Mosquito Repl	2.04
3	"	Moth Spray	2.52
3	"	Moth Crystals	1.74
2	"	Perf Deodorant blk	1.36
2	"	Perfumed Starch	.64
2	"	Razor Blades	1.06
2	"	Liquid Cleanr	.98
2	"	Furniture Cream	1.30
2	"	Spot Remover	.54
2	"	Roach Ant Spray	1.06
24	"	Garden Crop Dust	28.80
2	"	Wormer Swine Pltry	4.94
12	"	Rat Mouse Killer	7.20
2	"	Malation Con	3.88
1	"	Malathion Con	.80
3	"	Chlordane Concentrate	2.10
6	"	Fly Bait	6.30
1	"	Weed Killer	.44
2	"	Roach Flea Louse Pdr	1.40
2	"	Roost Paint	1.94
1	"	Acetate Display Cover	.35
100	"	Punch Card	.30
1	Bx	Rings Route Record Cds	1.85
3	Pk	Route Record Cards	4.20
10	Each	Order Books Rural	.90
1	"	Tonic Order Book	.06
1	St	Car Sign Fas Cal	0/S
1	Each	Dust Dodger	0/S
10	"	Farm Guide	1.00
1	"	Fresh Aid Circular	0/S
100	"	Vitamin Dodger	1.00
100	"	Fresh Aid Folder	.60
100	"	Fly Spray Dodger	.40
2	Pk	Sweepstakes Entry Blk	1.00
100	Each	Gly Spray Broadside	1.00
10	"	Pest Control Guide	1.00
50	"	Dairy Calf Dodger	0/S
50	"	Swine Broadside	.50
50	"	Beef Broadside	0/S
50	"	Egg Maker Dodger	.30
16	Pk	Illustrated Cat Prod	16.00
1	Each	Carrying Case Bev	3.60
1	"	Cover Bev Case	1.00
36	"	Insect Dust	47.52
12	"	Fly Spray 1 gal	15.00
88	"	Fly Spray 1 gal	132.00
2	"	Flyspray 5 gal	N/C
6	"	Trunk Lid Holder	1.50
12	"	Hair Brush	3.12
1	"	Cooler	0/S
1	Case	Juice Server	5.46
12	Each	Fresh Aid Disp	2.64
3	"	Floor Waxer	.90
2	"	Giant Dustmaster Mop	5.67
12	"	Blue Crystal Shampoo	0/S
12	"	Dandruff Treatment	7.56
24	"	Liq. Creme Shampoo	19.44
12	"	Jar Creme Shampoo	5.88
12	"	Cream Shampoo	6.84
12	"	Hair Dream	5.04
6	"	Pressing Oil	4.50
12	"	Cremaire	6.00
6	"	Shampoo Coconut Oil	3.96
36	"	M K Cream Rinse	11.52

Jones Statement

12	Each	White Blossom Col	13.92	
6	"	In Mood Bath Salts	2.52	
6	"	Mood Pdr Sachet	2.40	
12	"	Wh Bl Deodorant Stick	4.20	
				149.88
August 31		Protested Check		16.58
September 2				
4	Each	Pepper	N/S	
2	"	Angel Pink Lipstick	.86	
2	"	Lipstk Pink Violet	.86	
2	"	Lpstk Tickle Pink	.86	
8	"	Multi Vit Children	13.44	
8	"	Multi Vit Adults 100s	19.84	
8	"	Multi Vit Eap 100	26.96	
8	"	Chewable Vitamin	14.48	
4	"	Multi Vit Children	3.80	
4	"	Multi Vit Adults 100s	5.00	
4	"	Multi Vit Cap 100	7.80	
4	"	Chewable Vitamin	4.08	
12	"	Cough Medicine	7.92	
12	"	Cough Syrup	9.48	
6	"	Antibiotic Spray	3.48	
6	"	Supercold Tablets	3.96	
6	"	Panol	3.78	
6	"	Settelz	2.88	
24	"	Tonic	18.96	
24	"	Pepper	12.96	
4	"	Analgesic Balm	.80	
4	"	Sparkling Salts	1.60	
8	"	Inhalent	1.76	
8	"	Menthol Camphor Oint	2.72	
24	"	Soothie	6.48	
				174.76
September 20		Protested Check		13.14

TOTAL CHARGES SINCE DATE OF CONTRACT 1,426.56

CREDITS			
1960			
August 18	Cash	16.58	
August 25	"	13.14	
September 6	"	10.00	
September 12	"	16.33	
September 19	"	27.83	
1961			
July 19	Cash	5.00	

TOTAL CREDITS SINCE DATE OF CONTRACT 88.88

BALANCE DUE 1,337.68

WATKINS PRODUCTS, INC., A	§	
Corporation,		
	§	
Plaintiff,		IN THE CIRCUIT COURT OF
	§	
vs.		
	§	BALDWIN COUNTY, ALABAMA
TOMMY C. JONES, DEAN W.	§	
JARRELL, SYLVIA JARRELL		AT LAW
and JAMES E. WITHERINGTON,	§	
Defendants.	§	

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.
2. 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 27 1963

Alice J. Duck, CLERK
REGISTER

*We the Juror
find for Defendant
Emmet Naylor Foreman*

WATKINS PRODUCTS, INC., A
Corporation,

Plaintiff,

vs.

TOMMY C. JONES, ET AL.,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

PLEAS

FILED
JUN 27 1963
ALICE J. DUCK, CLERK
REGISTER

WATKINS PRODUCTS, INC.,
A Corporation,

Plaintiff,

vs.

TOMMY C. JONES, DEAN W.
JARRELL, SYLVIA JARRELL
and JAMES E. WITHERINGTON,

Defendants.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA


AT LAW

NO. 5295

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

FILED

APR 29 1933

ALICE J. DUCK, CLERK
REGISTER

514

WATKINS PRODUCTS, INC.,
A Corporation,

Plaintiff,

vs.

TOMMY C. JONES, DEAN W.
JARRELL, SYLVIA JARRELL
and JAMES E. WITHERINGTON,

Defendants.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

5295

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 "1" 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.

By:

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

Defendants demand a trial by
jury of this cause.

Chas Stone
Attorneys for said Defendants

Filed - 11-26-62

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

FILED

NOV 26 1962

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REGISTER