

F. F. Young,
doing business as
The New Fenwick Sanitarium

vs

Isaac F. Mixon

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In the Circuit Court of
Baldwin County.

1. Plaintiff claims of the defendant \$60.00, due
from by account on, to-wit, the 15th day of February, 1916.

2. Plaintiff claims of the defendant \$60.00, for
money loaned by the plaintiff to the defendant on, to-wit,
the 15th day of February, 1916.


3. Plaintiff claims of the defendant \$60.00, on
account stated between the plaintiff and defendant on, to-wit,
the 15th day of February, 1916.

4. Plaintiff claims of the defendant \$60.00, for
money paid by the plaintiff for the defendant on, to-wit,
the 15th day of February, 1916, at his request.

Which sums of money, with interest thereon, are
still unpaid.


Attorney for Plaintiff.

The plaintiff requests a trial by jury.


Attorney for Plaintiff.

COMMONS AND COMPLAINT

The State of Alabama {

Baldwin County

No.

Circuit Court

April 5th, 1916.

To Any Sheriff of the State of Alabama :

You are hereby commanded to summon Isaac F. Nixon,

to appear and plead, answer or demur, within thirty days from the service hereof, to the Complaint filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against him the Defendant.

by F. F. Young, doing business as The New Fenwick Sanitarium. Plaintiff

Witness my hand this 5th, day of April 1916.

J. W. Richardson Clerk.

COMPLAINT

Plaintiff Versus

The plaintiff claims of the defendant

Dollars due by

Plaintiff's Attorney.

Original

To.....

STATE OF ALABAMA,

BALDWIN COUNTY.

CIRCUIT COURT

F.F. Young, doing business

as The New Fenwick Sanitarium.

vs.

Plaintiffs

Isaac F. Nixon,

Defendants

SUMMONS AND COMPLAINT

Filed April 5th, 1916

J. H. Rice Clerk

Defendant lives at

Bay Minette.

Plaintiff's Attorney

Defendant's Attorney

Times Print, Bay Minette

4/5 cr \$5.00 deposit
6/1 cr 25.00
total 30.00

Received in office

April 5th, 1916.

C. E. Eubanks Sheriff

I have executed this Writ

this April 7 1916
by leaving a copy of the within summons and complaint
with

Isaac F. Nixon

C. E. Eubanks Sheriff
J. H. Rice Deputy Sheriff.

We the Jury find for
defendants
J. H. Rice
J. H. Rice

TENNIS
CROQUET
BOWLING
=

COVINGTON IS
THE SECOND
HEALTHIEST SPOT
IN AMERICA

"IN THE SHADOW OF THE PINES" AND FAMOUS OZONE BELT
IS LOCATED

OUR RESULTS
AND REFERENCES
SPEAK
FOR THEMSELVES
=

THE NEW FENWICK SANITARIUM

OF HIGH STANDARD AND THE OLDEST INSTITUTION
IN THE IMMEDIATE SOUTH FOR THE

PROPER CARE AND TREATMENT

OF

DRUG AND LIQUOR ADDICTIONS, MILD MENTAL AND NERVOUS DISEASES

DR. FRANK FENWICK YOUNG, FOUNDER AND PHYSICIAN-IN-CHIEF.

COVINGTON, LA..

Feb. 10, 1916

Mr I.F. Mixon

Bay Minnette., Ala.

My Dear Sir:-

Today to my astonishment the Bank of this town

tells me the check drawn on you by your son for eighty dollars was returned unpaid by you. When we try to be courteous to anyone this is the treatment we usually get, however we shan't stop here with the matter. This Institution O.K.'s. and endorses checks for no patient but through courtesy for you and your son upon the representation to me by Clerk of Court Mr Richeson who represented you to me as a gentleman and thoroughly responsible we broke our golden rule and saw the check honored for your son. Mr Richeson when he brought your son here told me you were absolutely reliable and a gentleman--that you did not wish your son to squander money but at the same time you did not want him stinted for anything and he requested me to let him have what he needed and I could be sure it would be paid. I know Mr Richeson is a gentleman--I have known him for years and I know he is responsible. Too, I know that he felt he was a friend of yours and was doing your bidding. Are you going to go back on this friend's word for the sum of eighty dollars? If you are we will have this to fight to a finish for I have instructed the Bank to bring suit against you immediately. Your son bought about forty dollars worth of clothes which he needed and certain-

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==
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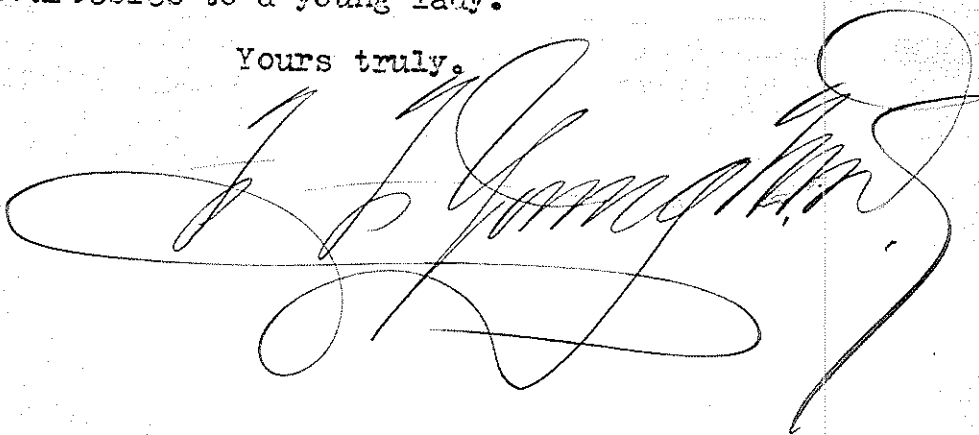
COVINGTON, LA..

OUR RESULTS
AND REFERENCES
SPEAK
FOR THEMSELVES
==

WRITE

ly forty dollars was little or enough for him to stop in New Orleans for
a few days and show proper courtesies to a young lady.

Yours truly,

A large, stylized handwritten signature in dark ink, likely belonging to Dr. Frank Fenwick Young. The signature is written in a cursive, flowing style with large loops and flourishes.

I. F. MIXON

DEPARTMENT STORE

EVERYTHING FOR THE HOME AND FARM

Exhibit C

2/12/6

BAY MINETTE, ALA.,

The New Fenwick Sanitarium,
Covington, La.,

Dear Sirs:-

We I am inclosing check for \$20.00 on account
which you claim. Will let you have \$20.00 every week until paid.
I havent got any money to throw away on pleasure trips.

Yours very truly,

I.F.Mixon

*By the above he acknowledges
the debt & has paid
\$20.00 on it & recd a
good check for \$20.00 which
he then turned over because it
refused to accept settlement by
installments. Note dated 2nd March 1906*

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OF

DRUG AND LIQUOR ADDICTIONS, MILD MENTAL AND NERVOUS DISEASES

DR. FRANK FENWICK YOUNG, FOUNDER AND PHYSICIAN-IN-CHIEF.

COVINGTON, LA..

Feb. 15, 1916

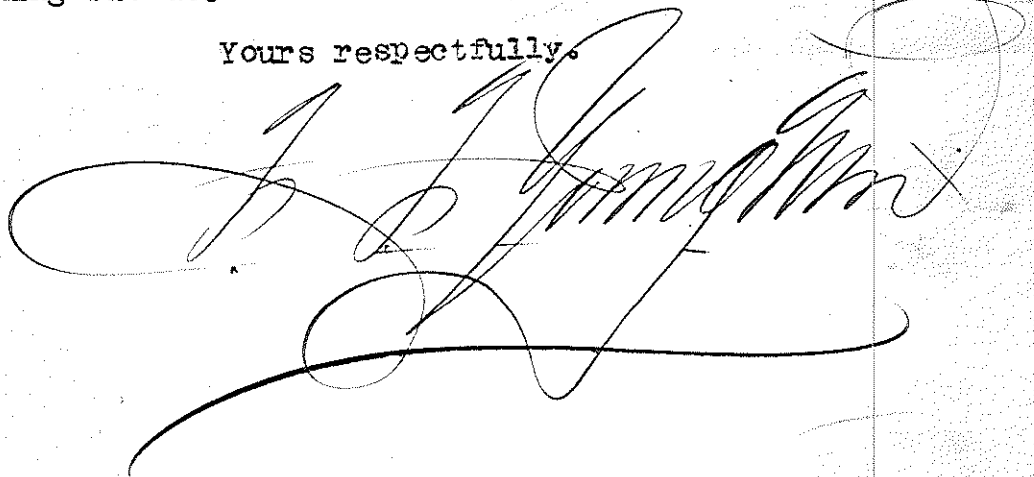
Mr I.F. Nixon

Bay Minnette., Ala.

My Dear Sir:-

Yours of the 12th., inst. enclosing to quote
your words "twenty dollars on account" received. No twenty dollars
a week goes with me. This was cash the Bank gave your son, not me. I have
my opinion of a father who at the trying moment his son is attempting
to make good will begrudge him forty five dollars spent in the right
way. You acknowledged the indebtedness by remitting twenty dollars
on account. If check is not sent for sixty dollars by you to the St
Tammany Bank and Trust Co, within eight days ~~from~~ date of this letter
you shall certainly have cost to pay and achieve Court notriety. I
think you are acting anything but the business man.

Yours respectfully,



I. F. MIXON

DEPARTMENT STORE

EVERYTHING FOR THE HOME AND FARM

Exhibit G

BAY MINETTE, ALA.,

Feb. 21st. /16

The New Penwick Sanitarium

Covington, La.,

Dear Sir,;

You will here with find Enc. check for Twenty
Dollars For please place to Draft, As per Agreement,

Hopeing this All Satisfactory,

I remain,

Yours Very truly,

I. F. Mixon,

By.

F. F. Young,
doing business as
The New Fenwick Sanitarium

vs

Isaac F. Mixon

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:
:
:
:
:
:

In the Circuit Court of Baldwin County.

DIRECT INTERROGATORIES TO BE PROPOUNDED TO F. F. YOUNG,

A MATERIAL WITNESS FOR THE PLAINTIFF.

1. Please state where you reside, and whether or not you conduct the New Fenwick Sanitarium at Covington, Louisiana, and whether or not you conducted said sanitarium during the months of January and February 1916.

2. Do you know Coy Mixon, of Bay Minette, Alabama, and if so, was he or not treated at your sanitarium? If you say that he was, and was under your care, then state who entered said Mixon in your sanitarium.

3. If you have said that Coy Mixon's father was Isaac F. Mixon, then state whether prior to such entrance you had any correspondence with the said Isaac F. Mixon in reference thereto. If you did, then attach to your answers such letters as you may have received from said Isaac F. Mixon prior to such entrance, and present them to the commissioner to be attached as exhibits to your answers.

4. Did you or not write any letters to Isaac F. Mixon regarding Coy Mixon's entrance into, or treatment at, or connection with, said sanitarium, and if so, did or did not you mail all of said letters, and if so, were they or not addressed to Isaac F. Mixon, Bay Minette, Alabama, and did they or not have the proper amount of prepaid postage thereon?

5. Did any one accompany said Coy Mixon at the time that he entered your sanitarium? If so, state who such person was. If you say that it was T. W. Richerson, of Bay Minette, then state whether or not he claimed to represent Isaac F. Mixon in placing said Coy Mixon in your institution for treatment, and also state what contract or agreement, if any, you entered into with said Richerson, as agent, in reference to said Coy Mixon. Was such agreement in writing? If so, attach the original of said agreement to your answers, marking same as an exhibit. If the agreement was verbal, then state fully and comprehensively the entire agreement.

6. What, if any, agreement did you have with Isaac F. Mixon personally, or with T. W. Richerson as his agent (if you have said that he was acting as such agent) in reference to providing Coy Mixon with proper funds for clothing or other expenses ? Please state such agreement fully. Do not confine your answer to this question to your understanding of what said agreement was, but state the substance of the agreement, as near as you can recollect same.

7. Did you or not furnish said Coy Mixon with any funds on or about the 24th day of January, 1916 ? If you did, then what amount of money did you furnish him ? If you have said that you let Coy Mixon have \$80.00, then state how it was that you let him have this money, whether or not it was at his request and on his responsibility, or on the request and responsibility of his father. If you have said that it was at the request of his father, then state whether this was at his father's personal request, or whether the request was made on behalf of his father by Mr. Richerson. If you have said that the request was made by Mr. Richerson, then state whether or not it was specific request to you to let Coy Mixon have \$80.00, or whether you let Coy Mixon have the \$80.00 under a previous request made by Mr. Richerson on behalf of Coy Mixon's father. If you have said that the request was made by Mr. Richerson, then state what authority, if any Mr. Richerson gave you regarding furnishing funds to Coy Mixon, and when was said authority given ?

8. Did you or not draw a sight draft for \$80.00 on Isaac F. Mixon, Esq. on January 24th, 1916 ? If so, state whether or not you signed said draft. Was or was not said draft paid ? If you have the draft, please attach same to your answers, marking same as an exhibit.

9. Did you or not mail a letter, postage prepaid, addressed to Issac F. Mixon, Bay Minette, Alabama, on February 10th, 1916, and if so, please attach a true and correct copy of said letter to your answers, marking same as an exhibit?

10. Did you or not receive an answer to said letter from said Isaac F. Mixon, dated February 12th, 1916, enclosing a check for \$20.00 ? If so, please attach said original letter to your answers, and also said original check, marking same as exhibits to your answers.

11. Did you or not mail a letter addressed to I. F. Mixon, Bay Minette, Alabama, on February 15th, 1916, in answer to Mr. Mixon's letter

of February 12th, postage prepaid, and if so, you will please attach a true and correct copy of said letter to your answers, marking same as an exhibit.

12. Did you or not receive a letter from Isaac F. Nixon, dated February 21st, 1916, enclosing a check for \$20.00, and if so, please attach said original letter to your answers, marking same as an exhibit. Where is said check, if you know? Did you or not deposit same for collection, and if so, was or not said check paid? Please do not confuse this check with the check dated February 12th, hereinabove referred to. If you say that the check^{was}/enclosed in Mr. Nixon's letter of February 21st, then please state whether or not you placed said check to the credit of I. F. Nixon. If you have the envelopes enclosing any of the letters to you from Mr. Nixon, please attach the envelopes to the letters which were enclosed therein.

13. Please state whether or not Issac F. Nixon is indebted to you, and if so, in what sum. What was the consideration for such indebtedness, that is, how did Mr. Nixon come to be indebted to you? State what said indebtedness was for, if you have not already done so. State the date on which said indentedness accrued. If you have said that Mr. Nixon owes you \$60.00, then state whether or not this was the original amount of the indebtedness, and if not, then state what was the original amount. If you have said the original amount of the debt was \$80.00, then state how it is that he now owes you only \$60.00. What amount of said original indebtedness of \$80.00 was paid, and how was it paid?

14. Was or was not the \$80.00 which you let Coy Nixon have a reasonable allowance for the purpose for which you let him have it? If you have not already stated, please now state for what purpose you advanced said \$80.00 to Coy Nixon.

John E. Mitchell
Attorney for Plaintiff.

STATE OF ALABAMA,
MOBILE County.

Before me, Grace Nielsen, a notary public in and for the county aforesaid, personally appeared John E. Mitchell, who, being first duly sworn, says that he is the attorney for the plaintiff in the above stated cause; that F. F. Young is a material witness for the plaintiff in said cause, and that said witness resides more than one

hundred miles from the place of trial, and out of the State of Alabama, at, to-wit, Covington, Louisiana.

Geo. E. Michener

Subscribed and sworn to before
me this 19 day of April, 1916.

Grace Nielsen
Notary Public, Mobile County, Ala.

I suggest T. M. Burns and J. M. Simmons as commissioners
to take the above deposition. The commissioners and witness reside
at Covington, Louisiana.

Geo. E. Michener
Attorney for Plaintiff.

F. F. Young, doing business
as The New Fenwick Sanitarium.

vs

I. F. Mixon.

X
X
X
X
X

In the Circuit Court of
Baldwin County.

CROSS INTERROGATORIES PROPOUNDED BY THE DEFENDANT TO THE PLAINTIFF.

1. Please state where you reside and by whom the New Fenwick Sanitarium was conducted during the months of January and February, 1916.
2. Please state whether or not you know Coy Mixon, of Bay Minette, Alabama. If you state that he was entered in your Sanitarium, then what upon what date was he entered. By whom was he entered. If you state that he was entered by Mr. T. W. Richerson, please state whether or not Mr. Richerson paid to you at the time he entered Coy Mixon in your sanitarium \$155.00 to cover all charges made by the New Fenwick Sanitarium, also \$5.00 to pay for Coy Mixon's necessary laundry. Please state whether or not \$155.00 is the usual fee charged in such cases, and was not this amount agreed upon by Dr. F. F. Young or his agent and Mr. T. W. Richerson, to cover all fees and charges made by the New Fenwick Sanitarium.
3. If you answer that you had correspondence with Mr. I. F. Mixon prior to the entrance of Coy Mixon into the New Fenwick Sanitarium, relating or connected with the above claim, please attach a copy of all letters received by you together with a copy of your reply to them, to your answers and mark them as an exhibit.
4. If you answer that you did write I. F. Mixon regarding Coy Mixon's entrance into, or treatment at, or any letters whatever relating to the above claim, please attach a copy of said letters, together with the original or a copy of the letters received in reply, to your answers and mark them as an exhibit. If you state that the letters had the proper amount of postage, please state whether you had the letters weighed or how you determined the proper amount.
5. If this agreement was in writing or any part thereof, please attach the original or a copy to your answers and mark as an exhibit.
6. If any, please attach the original or a copy of your agreement

#2.

with Mr. I. F. Mixon to your answers and mark as an exhibit. If you state that you had an agreement with Mr. T. W. Richerson as his agent that was in writing, please attach the original or a copy thereof to your answers and mark as an exhibit. Please give in detail your agreement with Mr. T. W. Richerson.

7. If you state that you let Coy Mixon have \$80.00 on the request and responsibility of his father, please state whether or not this request was in writing. If in writing, please attach the original or a copy thereof to your answers and mark as an exhibit. If verbal, give in detail the authorization, and by whom given. If you state that it was on the request of Mr. T. W. Richerson on behalf of Coy Mixon's father, please give in detail the exact words if possible of this request. Was not this request to allow Coy Mixon necessary wash or laundry money, provided the amount left with you by Mr. T. W. Richerson gave out? Isn't it a fact that Mr. T. W. Richerson did not state who would pay back the amount loaned? Before loaning Coy Mixon the \$80.00 did you not request Mr. I. F. Mixon to put up \$50.00 more for his son in order that he might be "cured to stay" as you expressed it. Did Mr. I. F. Mixon put up this money. If you were authorized to let Coy Mixon have as much as \$80.00 for necessary expenses why did you request Mr. I. F. Mixon to put up a much small amount, \$50.00 before you would let his son remain there two weeks longer? Isn't it a fact that you allowed Coy Mixon to talk you out of this money. Isn't it a fact that you let Coy Mixon have the \$80.00 after writing to I. F. Mixon for \$50.00 so that Coy Mixon might stay at your institution two weeks longer, which he refused. How long was Coy Mixon at your institution. How long was Coy Mixon at your institution after you let him have the \$80.00. In your best judgment would you consider \$80.00 a reasonable wash and laundry allowance.

9. Please attach a copy of this draft to your answers and mark as an exhibit.

10. Please attach a copy or original of this letter to your answers and mark as an exhibit, together with copy of check.

11. Please attach the original or copy of this letter to your answers and mark as an exhibit.

#3.

12. Please attach a copy of this letter to your answers and mark as an exhibit.

13. If you answer that Mr. I. F. Nixon is indebted to you, please state what consideration passed between you and Mr. Nixon. Was this indebtedness evidenced by any writing, if so, please attach a copy hereto and mark as an exhibit.

14. If you answer that \$80.00 was a reasonable amount for the purpose for which you let Coy Nixon have this money, please state what purpose you let him have it for, and please state how Coy Nixon spent this money? How long before Coy Nixon's time expired, that is the time which he had paid in advance, after you let him have this money. How long did Coy Nixon remain at your institution after he refused this money, \$80.00. Did you not know that the time which was paid for him and which he came to stay would be out within a few days at the time you let him have the \$80.00? Please state how you paid Coy Nixon this money whether by check or in cash? If by check please attach the original or copy of said check to your answers and mark as an exhibit. Please state whether or not you let Coy Nixon have this money all at one time or in different payments. If in different payments, please give us the number and amount of each payment. Isn't it a fact that the draft which you drew upon Mr. I. F. Nixon was for money lost to you by Coy Nixon playing poker, or some other game of chance? Was any part of this money lost by Coy Nixon to you while playing poker or other game of chance. If so please give us the amount.

Paco Moore
Attorneys for Defendant.

The State of Alabama,--Baldwin County.

CIRCUIT COURT.

F.F.Young, doing business as
The New Fenwick Sanitarium.

V.S.

To

I.F.Mixon.

T.M.Burns and J.M.Simmons.

Esqs., Greeting:

Know Ye, That we in confidence of your prudence and fidelity have appointed you, and by these Presents do give you, ^{either} ~~any~~ one of you full power and authority to take the deposition of F.F.Young

witness on the part of the Plaintiff,

in a cause pending in our said Court, wherein F.F.Young doing business as The New Fenwick Sanitarium, is plaintiff and

I.F.Mixon

is defendant and therefore we command you,

^{either} ~~any~~ one of you, that at such time and place, or times and places as you may appoint, you do cause the said F.F.Young,

to come before you, or either of you, and then and there examine him on oath, on the interrogatories and cross interrogatories annexed. And that you, or either of you, do take such examination and reduce the same into writing and return the same annexed to this Writ, closed up under your seals, or the seal of any one of you, into our said Circuit Court, with all convenient speed, that the same may be read in evidence on the trial of the cause aforesaid.

T.W.Richerson,

Witness, ~~James S. Black~~, Clerk of our said

Court, this 1st day

of May A. D. 188--1916.

ATTEST:

T.W. Richerson CLERK.

To the Commissioner :

In executing the within commission, you will please be particular in observing the following rules:— Your certificate must show that you caused the witness to come before you at some specified time and place, or times and places, that he was duly sworn by you; that he testified as it is set down, that the testimony was by you reduced to writing, and that it was subscribed by the witness in your presence after its having been first read over to him, and that he is personally known to you, or that you have had proof before you of the personally identity of the witness. All the papers returned by you should be attached together, and all enclosed in an envelope, this envelope should be sealed up by you, and across the seals of the same, you should write your name or names. The title of the case must be endorsed on the outside of the envelope, also, the names of the witnesses examined, and whether for the plaintiff or defendant. On the Commission itself must be marked the amount of your fees, and if paid, by whom. The package should then be directed to the Clerk of the Circuit Court, Baldwin County, Ala. ~~and that you are not of Counsel, or of kin to any of the parties~~ in this case Nor in any manner interested in the result thereof.

T.W. Richerson, Clerk.

CIRCUIT COURT AT BALDWIN COUNTY.

F.F. Young doing business as
The New Penwick Sanitarium.

VS. } Commission to take Testimony.

Isaac F Nixon.

Witness

F.F. Young,

Commissioner's Fees, \$ 10.00

Paid by

CERTIFICATE.

I, Thos. B. Burns, one of the commissioners named in the foregoing commission which issued out of the Honorable the Circuit Court of Baldwin County Ala., do hereby certify that in a certain cause pending in said court, wherein F. F. Young ^{is Plaintiff,} ~~doing business as the New Fenwick Sanitarium~~ ^{Complainant} and Isaac F. Nixon is Defendant, under and by virtue of the power conferred upon me by said commission, I caused the said F. F. Young,

who is known to me and who is known to me to be the identical witness named in the commission, to come before me at the times and places hereinafter named, that is to say I caused the said F. F. Young to come before me at my office at Livingston, La. ~~at Mobile, Alabama~~, on the 20th day of May A. D. 1916; and the said

on the _____ day of _____ A. D. 19____; and the said _____ at _____

~~on the _____ day of _____ A. D. 19____; that said~~ witness ~~was~~ first duly sworn by me as stated; that said witness was then examined by me on direct and cross interrogatories,

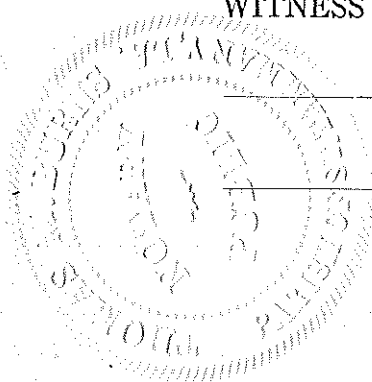
and testified in response thereto as it is herein above written; that his testimony was by me reduced to ^{type} writing as given by him, and as near as might be in the identical language of the said witness; — and that after his testimony had been so reduced to writing, it was by me read over to the said witness, _____ who assented to and signed the same in my presence, ~~and in the presence of the Solicitors of the parties.~~

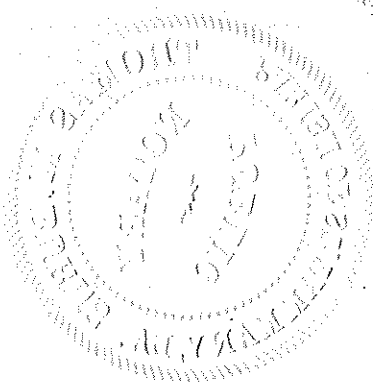
I further certify that I am not of Counsel or of kin to any of the parties to the cause and am not in anywise interested in the result thereof.

WITNESS my hand this the 20th day of

May A. D. 1916

Thos. B. Burns
Commissioner.





The State of Alabama ^{Baldwin} ~~Mobile~~ County.

F. F. Young, doing
business at
The New Fenwick Sanitarium

VS.

Isaac F. Nixon

No.

The deposition of

F. F. Young

a

witness examined on behalf of the

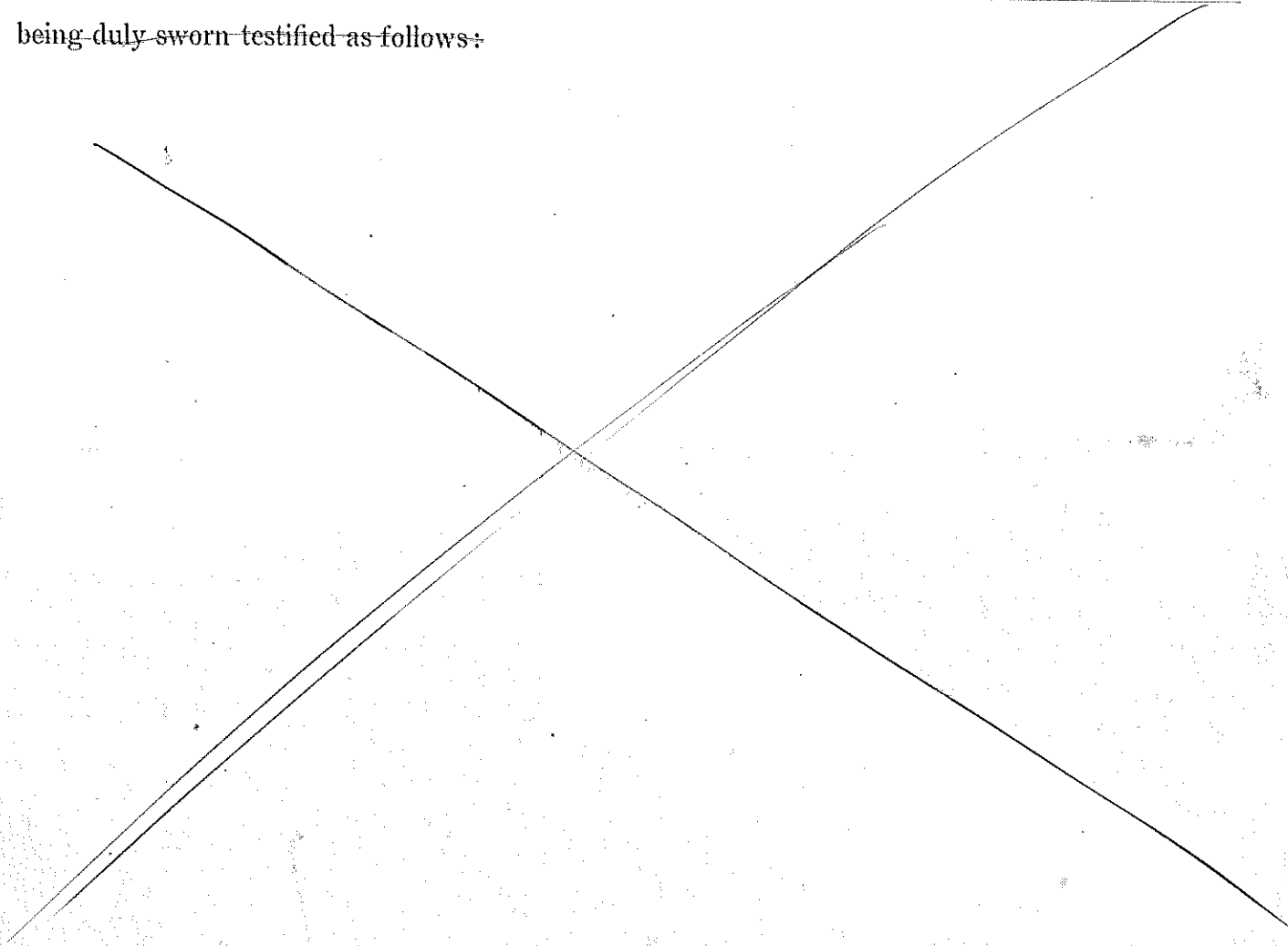
Plaintiff

in the above entitled cause which is pending in the Honorable the

Circuit Court of Baldwin County, Ala.

The said witness appeared before me at the time and place hereinafter named, and after having been first duly sworn by me to speak the truth, the whole truth, and nothing but the truth, did testify and say as follows:— That is to say—

being duly sworn testified as follows:—



F.F. Young

doing business as
New Fenwick Sanitarium

vs

Isaac F. Mixon

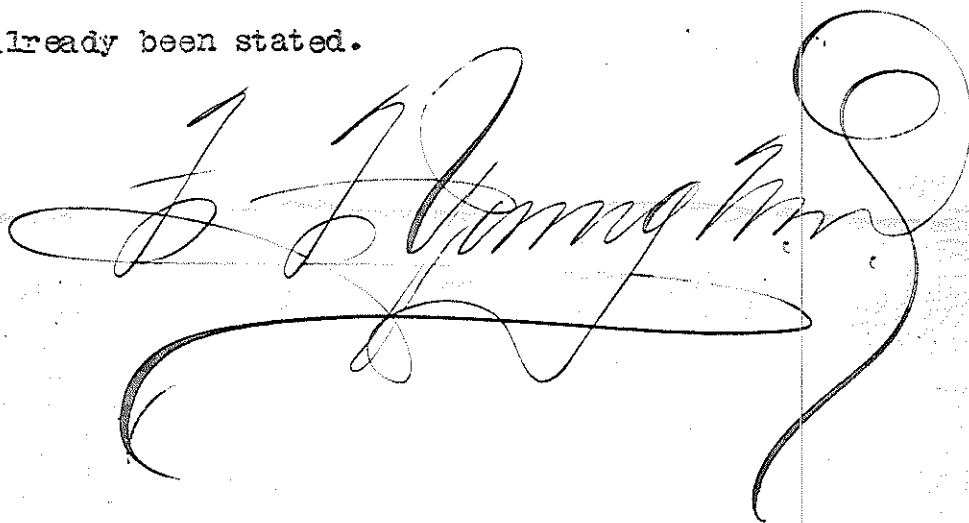
1. In answer to first interrogatory, I reside at Covington, Louisiana and conduct and am business manager of the New Fenwick Sanitarium. I did conduct and was in full charge during months of January and February 1916.
2. In answer to second interrogatory, I do know Coy Mixon of Bay Minnette, Ala. He was treated at my Sanitarium. T.W. Richerson brought him but from the entire conversation had with Mr Richerson I inferred he was representing the boy's father. He told me the boy's father was a wealthy man and whilst he did not want his son to squander money he wanted me to give him whatever he needed.
3. In answer to interrogatory three, will say I had no previous correspondence with Isaac F. Mixon before his son was entered in this Sanitarium for treatment.
4. In answer to interrogatory four, I wrote Isaac F. Mixon regarding his son while he was an inmate of the Sanitarium. They were addressed to Isaac F. Mixon, Bay Minnette Ala, were mailed and had the proper amount of postage on them.
5. In answer to interrogatory five will say, Coy Mixon was accompanied to the Sanitarium by Mr T.W. Richeson who is the Clerk of Circuit Court at Bay Minnette Ala. Mr Richerson told me he had brought Coy Mixon at the request of his family—to be more explicit I understand Mr Richerson that it was at the request of Coy's father. Richerson paid me the fee for four weeks treatment for the young man and gave me five dollars in cash for Coy's personal expense remarking to me that his father (Coy's father) was very wealthy and whilst the father did not want him to spend or squander money he did not want him deprived of anything he needed and told me to give him what was necessary and the father would

remit the amount to me. I feel sure Mr Richerson will corroborate this statement. I promised Mr Richerson to comply with the request to let him have what he needed. The agreement was purely verbal.

6. In answer to interrogatory six, will say I agreed to ~~see~~ that *Coy* that *Coy* Mixon did not squander money but agreed to give him what I thought necessary for any need that might arise, such as clothing etc., Mr Richerson requesting I do so assuring me Isaac F. Mixon would promptly remit the amount to me.
7. In answer to interrogatory seven will say I paid clothing for Coy Mixon to the amount of between thirty and forty dollars about January twenty first and on January twenty fourth I let him have in cash the difference between the amount I paid for clothes and eighty dollars. This amount he said was necessary for him to return home and spend a few days in New Orleans with a friend. This I considered reasonable and had no hesitancy in doing so upon the previous request made me by his father through Mr Richerson when he entered Coy. Mr Richerson as already stated herein said Coy's father wanted me to give him whatever I thought he needed and that he (the father) would promptly remit me for same. Mr Richerson had brought many patients here and I had always found his word absolutely reliable and I believe this yet today. There was no request made me for any specific amount. The authority was to furnish what I deemed and judged necessary.
8. In answer to interrogatory number eight, will say I drew a sight draft for eighty dollars on Isaac F. Mixon. I signed it. Said draft was not paid in full there being a credit of twenty dollars which should be made on back of said draft, said amount being paid by Isaac F. Mixon. Draft hereto attached marked exhibit "A".
9. In answer to interrogatory nine, I answer I did. Copy hereto attached marked exhibit "B".
10. In answer to interrogatory ten I say I did. Original letter and original check hereto attached marked as exhibits "C & D".
11. In answer to interrogatory eleven, I did and attached hereto *copy* copy marked exhibit "F".
12. In answer to interrogatory twelve will say I did. Original letter

marked exhibit "G". I deposited the twenty dollar check he enclosed me in said letter with my Bank giving Mixon credit for it same being signed by him personally but said check came back unpaid after being sent to his Bank for collection by the Bank here. Here I had deposited it with my Bank as cash thinking Isaac F. Mixon was absolutely responsible. The envelope bringing said letter and check hereto attached marked exhibit "H".

13. In answer to interrogatory thirteen will say that Isaac F. Mixon is yet due me sixty dollars on the original eighty dollars as he paid me twenty dollars on same. I. F. Mixon became indebted with me through the verbal contract with Mr Richerson for purposes already stated. Said indebtedness was accrued on January twenty first and January twenty fourth nineteen hundred and sixteen. The twenty dollars which was paid on the original was paid on I. F. Mixon's Bank signed by I. F. Mixon personally.
14. In answer to interrogatory fourteen I consider the eighty dollars advanced Coy Mixon most reasonable for the purposes they were advanced which have already been stated.

A large, stylized handwritten signature in cursive script, likely belonging to L. J. Perryman, is written across the bottom right portion of the document. The signature is fluid and extends across several lines of the text area.

Cross Interrogatories Propounded by Defendant To Plaintiff.

1. In answer to cross interrogatory number one, will say I reside in Covington, Louisiana and that the New Fenwick Sanitarium was conducted by me during the months of January and February 1916.
2. In answer to cross interrogatories number two, I know Coy Mixon- he was entered in the Sanitarium as a patient December 26th., 1915 being brought by Mr T.W. Richerson as representing Coy's father. Mr Richerson paid me \$155.00 for four weeks treatment and also handed me five dollars for Coy Mixon's personal expense requesting me to let him have more when he needed it as has been more fully answered in direct interrogatories. One hundred and fifty five dollars is the usual fee charged for four weeks treatment and covers all charges for that period for the liquor treatment.
3. In answer to the third cross interrogatory will say had no prior correspondence with I.F. Mixon.
4. In answer to fourth cross interrogatory will say all letters written to I.F. Mixon had the proper amount of postage. I did not weigh the letters but from years of experience I know the letters, being light-short letters, carried abundance of postage just as you know a humane being when you see one.
5. Answering number five cross interrogatory will say copies of letters from me and original letters from him are attached to the direct ~~interrogatory~~ ^{cross} questions.
6. Answering sixth/interrogatory will state same is thoroughly answered in direct questions.
7. Answering seventh cross interrogatory will say that the request I give Coy Mixon any amount I deemed he needed came from his father through Mr Richerson as is more fully answered in direct questions. The request from Mr Richerson as representative of Coy's father was not stipulated for laundry and washing. It is a fact that Mr Richerson stated that Coy's father would promptly remit me all money I deemed necessary for Coy to have. The eighty dollars advanced Coy Mixon with which to buy clothes and to pay his expense trip back home have no bearing on the fifty dollars

I wrote I.F. Mixon it would cost him to keep his son here longer.
I wrote I.F. Mixon that his son should be here longer--at least two weeks longer and that it would cost him fifty dollars extra. It did not meet his approval and that ended it. As stated the fifty dollars mentioned in letter to Mixon would have been the Sanitarium charges for two extra weeks and the eighty dollars advanced Coy Mixon having no bearing and no connection with the other but was given him for purposes already stipulated. The part of the question asking if it is not a fact that I allowed Coy Mixon to talk me out of the eighty dollars is too silly to require an answer. The eighty dollars was advanced Coy Mixon as repeatedly stated already ^{was} for clothing, for traveling and other incidentals in going home and not for charges to remain at the Sanitarium. Coy Mixon was in the Sanitarium four weeks. Coy Mixon got a part of the eighty dollars for clothes several days before he left the Sanitarium and the remaining part of it the day before or the very day he left the Sanitarium. The eighty dollars ^{advanced Coy Mixon} had nothing to do with the payment of washing of laundry.

There is no number "eight" cross interrogatory.

9. In answer to this cross interrogatory will say draft is attached to the direct questions.
10. Answering this cross interrogatory will say I do not know to what letter you have reference.
11. Answering this cross interrogatory it is the same answer as answer to cross interrogatory number ten.
12. Answering this cross interrogatory will say that answer is same as cross interrogatory number ten.
13. In answer to cross interrogatory thirteen will say I.F. Mixon is indebted to me for sixty dollars, the original amount being eighty dollars but he paid twenty dollars on draft--his check for same being attached to direct interrogatories.
14. Answering cross interrogatory number fourteen will say that most of this interrogatory has been fully answered in both direct and cross questions. Part of the money was paid by me for clothing for Coy and the other part was given him the day he left or the day before he left for purposes already stated. No money was given

F. F. Young, doing business, etc.,
Plaintiff,

vs.

Isaac F. Nixon, Defendant.

In the Circuit
Court of Baldwin Co.,
Ala., Spring Term, 1916.

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

1. The allegations of the said complaint are untrue.
2. That the debt sought to be recovered is based upon a promise to answer for the debt, default or miscarriage of a third person, and the said promise was not in writing signed by the party sought to be charged, expressing its consideration on its face.

PAGE & MOORER,

Attorneys for the Defendant.

by me to Coy Mixon to play poker. No money was give him to pay any
poker debts or any other game of chance. None of this money was
lost by Coy Mixon at poker or any game of chance.

E. J. Young

F. F. Young, doing business
as The New Fenwick Sanitarium.

x

x

x

vs

x

x

I. F. Mixon.

x

In the Circuit Court of

Baldwin County.

ANSWERS TO THE INTERROGATORIES PROPOUNDED BY THE PLAINTIFF
TO THE DEFENDANT.

To the first:

I did not send my son to the New Fenwick Sanitarium, at Covington, La. Mr. T. W. Richerson did leave with my son for said sanitarium, and I did not instruct Mr. Richerson to place my son in said Sanitarium.

To the second:

I did not have any contract with Dr. Young prior to my son going to the said Sanitarium, in reference to the charges or fees created by my son at said institution, or in reference to supplying my son with the necessities of life or comforts while in said institution or upon leaving it, as he was of age and I was only loaning him the money necessary to bear his actual expenses while there, and as he carried all the necessary clothing and expense money with him.

To the third:

I did not agree with Dr. Young to pay for the treatment which my son received at said sanitarium. I did not agree to pay the reasonable expense of taking care of my son at said institution.

To the fourth:

I did receive a letter from Dr. F. F. Young relating to \$80.00 received by my son on a check or draft of Dr. Young. A copy of which will be attached provided can be found, and marked exhibit "A".

To the fifth:

I did receive on February 15, 1916, from Dr. F. F. Young a most discourteous and threatening letter relating to the claim of said sanitarium against my son, presumably because I would not put up the \$50.00 requested by Dr. Young in a letter of Dr. Young, dated January 22nd, 1916, in order that he might keep my son there two weeks longer. A copy of said letter is hereto attached and marked exhibit "B".

To the sixth:

I did write said sanitarium a letter on or about February 12th, 1916, enclosing check for \$20.00 on account of said claim, and would have advanced my son the balance to pay off this account at \$20.00 per week, provided Dr. Young had not refused to accept it. A copy of said letter is hereto attached and marked exhibit "C".

To the seventh:

I did write a letter to Dr. F. F. Young on or about February 23rd, 1916, enclosing check for \$20.00 on account of said claim. A copy of said letter is hereto attached and marked exhibit "D".

To the eighth:

I did write a letter to Dr. F. F. Young, dated February 23rd, 1916, relating to said claim. A copy of which is hereto attached and marked exhibit "E".

To the ninth:

I did send two checks for \$20.00 each, payable to said sanitarium on account of said claim, being the same checks mentioned in interrogatories six and seven.

To the tenth:

Just a few days after receiving the letter from Dr. Young, dated February 15th, 1916, in which he refuses to accept checks in the amount of \$20.00 each, and demanding that I forward him a check for \$60.00 within 8 days, about February 23rd, 1916. It was in writing. A copy of which will be attached and marked exhibit "F", provided it can be found.

Each and every count of this complaint seeks to recover for the debt, default or miscarriage of a third person, without such promise to answer for such default, miscarriage or debt being in writing, signed by the party sought to be charged, expressing upon its face a consideration.

I. H. Miller

State of Alabama,

Baldwin County.

Before me, Hery D. Moorer, a Notary Public in and for said
County and State, personally appeared I. F. Nixon, who, being duly
sworn, says that the answers to the above interrogatories are true
and correct.

Subscribed and sworn to before me this 28 day of April, 1916.

Hery D. Moorer
Notary Public.

F. F. Young, doing business
as The New Fenwick Sanitarium.

vs

I. F. Nixon.

X
X
X
X
X
X

In the Circuit Court of

Baldwin County.

CROSS INTERROGATORIES PROPOUNDED BY THE DEFENDANT TO THE PLAINTIFF.

1. Please state where you reside and by whom the New Fenwick Sanitarium was conducted during the months of January and February, 1916.

2. Please state whether or not you know Coy Nixon, of Bay Minette, Alabama. If you state that he was entered in your Sanitarium, then what upon what date was he entered. By whom was he entered. If you state that he was entered by Mr. T. W. Richerson, please state whether or not Mr. Richerson paid to you at the time he entered Coy Nixon in your sanitarium \$155.00 to cover all charges made by the New Fenwick Sanitarium, also \$5.00 to pay for Coy Nixon's necessary laundry.

Please state whether or not \$155.00 is the usual fee charged in such cases, and was not this amount agreed upon by Dr. F. F. Young or his agent and Mr. T. W. Richerson, to cover all fees and charges made by the New Fenwick Sanitarium.

3. If you answer that you had correspondence with Mr. I. F. Nixon prior to the entrance of Coy Nixon into the New Fenwick Sanitarium, relating or connected with the above claim, please attach a copy of all letters received by you together with a copy of your reply to them, to your answers and mark them as an exhibit.

4. If you answer that you did write I. F. Nixon regarding Coy Nixon's entrance into, or treatment at, or any letters whatever relating to the above claim, please attach a copy of said letters, together with the original or a copy of the letters received in reply, to your answers and mark them as an exhibit. If you state that the letters had the proper amount of postage, please state whether you had the letters weighed or how you determined the proper amount.

5. If this agreement was in writing or any part thereof, please attach the original or a copy to your answers and mark as an exhibit.

6. If any, please attach the original or a copy of your agreement

#2.

with Mr. I. F. Mixon to your answers and mark as an exhibit. If you state that you had an agreement with Mr. T. W. Richerson as his agent that was in writing, please attach the original or a copy thereof to your answers and mark as an exhibit. Please give in detail your agreement with Mr. T. W. Richerson.

7. If you state that you let Coy Mixon have \$80.00 on the request and responsibility of his father, please state whether or not this request was in writing. If in writing, please attach the original or a copy thereof to your answers and mark as an exhibit. If verbal, give in detail the authorization, and by whom given. If you state that it was on the request of Mr. T. W. Richerson on behalf of Coy Mixon's father, please give in detail the exact words if possible of this request. Was not this request to allow Coy Mixon necessary wash or laundry money, provided the amount left with you by Mr. T. W. Richerson gave out? Isn't it a fact that Mr. T. W. Richerson did not state who would pay back the amount loaned? Before loaning Coy Mixon the \$80.00 did you not request Mr. I. F. Mixon to put up \$50.00 more for his son in order that he might be "cured to stay" as you expressed it. Did Mr. I. F. Mixon put up this money. If you were authorized to let Coy Mixon have as much as \$80.00 for necessary expenses why did you request Mr. I. F. Mixon to put up a much small amount, \$50.00 before you would let his son remain there two weeks longer? Isn't it a fact that you allowed Coy Mixon to talk you out of this money. Isn't it a fact that you let Coy Mixon have the \$80.00 after writing to I. F. Mixon for \$50.00 so that Coy Mixon might stay at your institution two weeks longer, which he refused. How long was Coy Mixon at your institution. How long was Coy Mixon at your institution after you let him have the \$80.00 In your best judgment would you consider \$80.00 a reasonable wash and laundry allowance.

9. Please attach a copy of this draft to your answers and mark as an exhibit.

10. Please attach a copy or original of this letter to your answers and mark as an exhibit, together with copy of check.

11. Please attach the original or copy of this letter to your answers and mark as an exhibit.

#3.

12. Please attach a copy of this letter to your answers and mark as an exhibit.

13. If you answer that Mr. I. F. Mixon is indebted to you, please state what consideration passed between you and Mr. Mixon. Was this indebtedness evidenced by any writing, if so, please attach a copy hereto and mark as an exhibit.

14. If you answer that \$80.00 was a reasonable amount for the purpose for which you let Coy Mixon have this money, please state what purpose you let him have it for, and please state how Coy Mixon spent this money? How long before Coy Mixon's time expired, that is the time which he had paid in advance, after you let him have this money. How long did Coy Mixon remain at your institution after he refused this money, \$80.00. Did you not know that the time which was paid for him and which he came to stay would be out within a few days at the time you let him have the \$80.00? Please state how you paid Coy Mixon this money whether by check or in cash? If by check please attach the original or copy of said check to your answers and mark as an exhibit. Please state whether or not you let Coy Mixon have this money all at one time or in different payments. If in different payments, please give us the number and amount of each payment. Isn't it a fact that the draft which you drew upon Mr. I. F. Mixon was for money lost to you by Coy Mixon playing poker, or some other game of chance? Was any part of this money lost by Coy Mixon to you while playing poker or other game of chance. If so please give us the amount.

Attorneys for Defendant.

F. F. Young,
doing business as
The New Fenwick Sanitarium

vs

Isaac F. Mixon.

In the Circuit Court of
Baldwin County.

INTERROGATORIES PROPOUNDED BY THE PLAINTIFF TO THE DEFENDANT.

1. Did you or not send your son, Coy Mixon, for admission into the New Fenwick Sanitarium at Covington, Louisiana? If so, when was this, and by whom did you send him? Did not Mr. T. W. Richerson leave with your son for said sanitarium, and did you not instruct Mr. Richerson to place your son in said institution?
2. Did you have any contract, prior to the admission of your son as aforesaid, with Dr. F. F. Young, of said sanitarium, in reference to what charge should be made for taking care of your son in said institution, or in reference to supplying your son with the comforts or necessities of life while in said institution, or upon leaving it? If yes, then state whether such contract or agreement was in writing or verbal. If verbal, then state with whom said agreement was made, and the substance of the agreement. If in writing, then attach to your answer a copy of the contract, or copies of the correspondence, if made through correspondence, marking same Exhibits.
3. Did you or not agree to pay for the treatment which your son received at said sanitarium? Did you not also agree to pay the reasonable expenses of taking care of your son at said sanitarium?
4. Did you not receive a letter from F. F. Young, M. D., dated February 10th, 1916, relating to \$80.00 received by your son on a check or draft of Dr. Young? If so, attach the original or a copy to your answer.
5. Did you not receive from F. F. Young, M. D. a letter dated February 15, 1916, relating to the claim of said sanitarium against you? If so, attach the original or a copy to your answer.
6. Did you or not write said sanitarium a letter dated February 12th, 1916, inclosing a ~~check~~ check for \$20.00 on account

of said claim ? If so, attach a copy thereof to your answer.

7. Did you not write a letter to said sanitarium, dated February 21st, 1916, enclosing a check for \$20.00 on account of said claim.? If so, attach a copy to your answer.

8. Did you not write a letter to Dr. F. F. Young, dated February 23rd, 1916, relating to said claim ? If so, attach a copy thereof to your answer.

9. Did you not send two checks for \$20.00 each, payable to said sanitarium, on account of said claim ?

10. Give the date on which you first notified said sanitarium or Dr. Young, if you ever gave such notification, that you did not intend to pay the claim of said sanitarium against you for \$80.00, advanced by said sanitarium to your son on your account, for the purpose of enabling your said son to purchase clothing, and for his expense account ? Was said notification verbal or in writing ? If written, then attach said written notice to your answer, if you have not already done so, in answer to one of the above interrogatories.

John E. Mitchell
Attorney for Plaintiff.

State of Alabama,

Mobile County.

Before me, Grace Nielsen, a notary public in and for the county aforesaid, personally appeared John E. Mitchell, the attorney for plaintiff, who, being first duly sworn, says that the answers to the above interrogatories will, if truly made, be material evidence for the plaintiff in said cause.

Subscribed and sworn to before me

this 31st day of March, 1916.

Grace Nielsen
Notary Public, Mobile County, Ala.

NOTICE TO THE COURT, VIA

THE STATE OF NEW YORK

IN SENATE

FOR THE PURPOSE OF

THE ABOVE INTERVIEWING WITH THE STATE

FOR THE PURPOSE OF THE STATE

THE ABOVE INTERVIEWING WITH THE STATE

FOR THE PURPOSE OF THE STATE

STATE OF NEW YORK

VERIFICATION FOR THE STATE

COLLECT

FOR THE PURPOSE OF THE STATE

FOR THE PURPOSE OF THE STATE

FOR THE PURPOSE OF THE STATE

FOR THE PURPOSE OF THE STATE

FOR THE PURPOSE OF THE STATE

FOR THE PURPOSE OF THE STATE

FOR THE PURPOSE OF THE STATE

FOR THE PURPOSE OF THE STATE

FOR THE PURPOSE OF THE STATE

FOR THE PURPOSE OF THE STATE

FOR THE PURPOSE OF THE STATE

Executed April 7th 1916 By serving
a copy of the within Interrogatories
on Deane H. McKee

FOR THE PURPOSE OF THE STATE

FOR THE PURPOSE OF THE STATE

D. E. B. Bank's Sheriff

Isaac F. Mixon

No. 2946

Dealer In

General Merchandise

Bay Minette, Ala.

1916

PAY TO THE
ORDER OF

The New South States 520
ONE HUNDRED AND TWENTY DOLLARS

TO BALDWIN COUNTY BANK,

BAY MINETTE, ALA.

61-258

ISAAC F. MIXON

BY

I. F. Mixon

Isaac F. Mixon

Dealer In

General Merchandise

Bay Minette, Ala.

No. 2914

PAY TO THE
ORDER OF

New Gulfstream
3/12
1916
820

TWENTY DOLLARS

DOLLARS

TO BALDWIN COUNTY BANK

61-258

BAY MINETTE, ALA.

ISAAC F. MIXON

Morton

Pay-meed face seen
Stopped

PAY TO THE ORDER OF
ANY BANK, BANKER OR TRUST CO.,
All Prior Endorsements Guaranteed.
St Tammany Bank & Trust Co.,
Covington, La. 84-89
LOUIS M. BOURGEOIS, Cashier.

Handwritten signatures and scribbles
16
ORDER
BANK
1916
1917

CUSTOMER'S DRAFT

(Exhibit A)

ST. TAMMANY BANKING CO. & SAVINGS BANK.

COVINGTON, LA.

1916

PAY TO THE
ORDER OF

\$ 80⁰⁰/₁₀₀

⁰⁰/₁₀₀ DOLLARS

TO

Wright
Eighty
W. F. Nixon
Ray Minette - Ala

Ray 2 etc
H. B. Gentry

[Handwritten signature]

PAY TO THE ORDER OF
ANY BANK, BANKER OR TRUST CO.,
All Prior Endorsements Guaranteed.
St. Tammany Bank & Trust Co.,
84-89
Covington, La.
LOUIS M. BOURGEOIS, Cashier.

21-41
NEW ORLEANS
JAN 25 1916
ST. TAMMANY BANK & TRUST CO.
CASH ON HAND
PAID
ST. TAMMANY BANK & TRUST CO.
NEW ORLEANS, LA.