

The State of Alabama, }
BALDWIN COUNTY.

Circuit Court

No.

Spring Term 1919

To Any Sheriff of the State of Alabama :

You are hereby commanded to summon A. J. Mathes

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 Defendant.

by Brown & Brown, a partnership composed of Milton L. Brown and
Chas. H. Brown Plaintiff

Witness my hand this 2nd day of April 1919.

T. W. Williams Clerk

COMPLAINT

Brown & Brown, a partner- A. J. Mathes
ship composed of Milton L.
Brown and Chas. H. Brown. Plaintiff Versus Defendant.

The Plaintiff claims of the Defendant the sum of

One Hundred Eighty-nine and 90/100 (\$189.90) Dollars due ~~XX~~

from him by account on the to-wit: April 1st, 1919.

The Plaintiff claims of the Defendant the sum of One Hundred
Eighty-nine and 90/100 (\$189.90) Dollars due by account stated be-
tween the Plaintiff and the Defendant on the to-wit: April 1st, 1919.

The Plaintiff claims of the Defendant the sum of One Hundred
Eighty-nine and 90/100 (\$189.90) Dollars for merchandise, goods and
chattels sold by the Plaintiff to the Defendant on the to-wit: Be-
tween November 1st, 1918, and April 1st, 1919, which sum of money
is still due and unpaid.

PAGE & MOORER,

Plaintiff's Attorney.

Rec in office
April 30 1919 and
Executed April 7th
1919 By serving
2 copy of the
Within Summons
and Complaint
on A J Mathis

O B Richerson
Sheriff

#1489 Original 121

Brown Brown
vs
A J Mathis

Filed 4/2/1919.
T W Reimann
Clerk

The State of Alabama, }
MOBILE COUNTY

Before me, JOS. F. BULLOCK, a Notary Public, in and for aforesaid State and County personally appeared *E. S. Kiencke, Secy & Treas of*

Michael Lyons Gro Co - a corporation

and the said *E. S. Kiencke* having been by me first duly sworn

on oath, says: That the annexed statement against *W. J. Mathes*

of *Panhope, Ala*

amounting to *Three Hundred fifty three* ⁰⁰/₁₀₀ Dollars (\$ *353* ⁰⁰/₁₀₀)

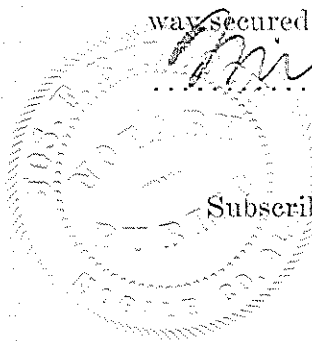
in favor of *Michael & Lyons Gro Co* is correct as stated;

that the said amount has not been paid nor any portion thereof, nor has the same been in any way secured to be paid, but the whole thereof is now justly due and owing to the said.....

Michael & Lyons Gro Co

Subscribed and sworn to before me the *2nd* day of *Apr* A. D. 191*9*.

E. S. Kiencke
Jos F. Bullock
Notary Public, Mobile County, Ala.



NATHAN G. DAVIS, PRESIDENT
JOSEPH R. MICHAEL, VICE-PRESIDENT

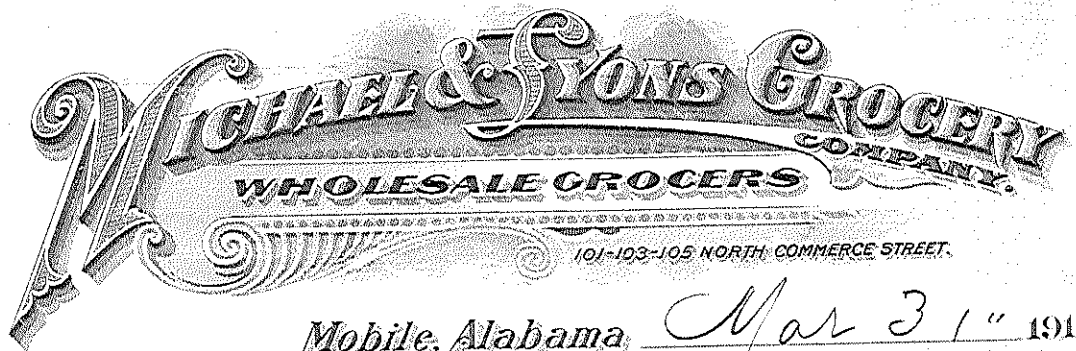
OUR RESPONSIBILITY CEASES AFTER OBTAINING RECEIPT FOR GOODS
IN GOOD ORDER FROM CARRIER

ROBERT A. SMITH, GENERAL MGR.
E. S. KIENCKE, SECY AND TREAS.

NO CLAIMS FOR RECLAMATION
ALLOWED UNLESS MADE ON
RECEIPT OF GOODS.

DISTRIBUTORS FOR
SAUERS FINE FLAVORING
EXTRACTS.
LOOSE-WILES BISCUIT CO.
THOS. J. LIPSON'S CELEBRATED TEAS.
FLOUR,
ROB ROY,
CUPID,
WHITE LILLY.
PERFECT SATISFACTION.

TERMS: 30 DAYS.



Mobile, Alabama

Mar 31 1919

SHIPPED BY

TO SOLD TO

A. J. Masters
Fairhope, Ala.

Nov 1, 1918.					
1 box yeast			60		
3 doz 6. Wh. Thins	3	60	180		
3 " 50 " "	3	60	180		
1 Pail Wh Cond	30	22	660		
1 b. 1/2 Can B. Powder	2	145	290		
1 " 1 " " "			285		
1 " Tall Corn. Mitts			540		
1 " Baby " "			470		
2 Drum Compound	200	24 1/2	4950		
5 b. 2 1/2 Tomatoes	2	87 1/2	1750		
5 " 1 1/2 " "	10	142	1400	10765	
Nov 15, 1918.					
2 box 200 Lob Salt		150	300		
1 b. Pt. Wesson Oil			295	1095	
Nov 21, 1918.					
1 b. Rex jelly	4	75	300		
1 " 2 1/2 L. Onions	4	135	540		
1 doz Lip. Shoe Polish Black			120		
1 " 200 Shoe sales			225		
1 " 500 " "			325	1510	
Dec 3, 1918.					
1/2 Bl. Lion Vinegar	32	42	1344	1344	
Dec 11, 1918.					
2 box Lob. Salt	400	65	300	300	
Dec 17, 1918.					
2 Drum Crustier Lard		24 1/2	4950	4950	
Dec 17, 1918.					
2 b. L. L. Raisins	2	250	500		
1 Burlap 500 lbs flours 12			1165		
1 " " " " 24			1145		
1 Burlap 200	30		60	2870	
Dec 19, 1918.					
2 box Cond. Kitchen	2	450	900	900	
Dec 30, 1918.					
1 Box 2 1/2 Naptha Soap			665		
1 b. 2 1/2 Det. pickles	2	135	270		
2 box Lob Salt	400	150	300		
1 box Wh. Onions			425		
				1660	
				2539	

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BALDWIN COUNTY.

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No.

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You are hereby commanded to summon *A. J. Mathes*

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* Defendant.

by *Michael & Lyons Gro. Co., a corporation*

Plaintiff

Witness my hand this *2nd* day of *April* 191*9*.

T. W. Rice Clerk.

COMPLAINT

Michael & Lyons Gro. Co., *A. J. Mathes,*

a corporation. Plaintiff Versus *Defendant.*

The Plaintiff claims of the Defendant the sum of

Three Hundred Fifty-three and 00/100 (\$353.00) Dollars due *by*

from him by account on the to-wit: April 1st, 1919.

The plaintiff claims of the defendant the sum of Three Hundred Fifty-three and 00/100 (\$353.00) Dollars due by account stated between the plaintiff and defendant on the to-wit: April 1st, 1919.

The Plaintiff claims of the Defendant the sum of Three Hundred and 00/100 (\$353.00) Dollars for merchandise, goods and chattels sold by the Plaintiff to the Defendant on the to-wit: Between November 1st, 1918 and April 1st, 1919, which sum of money with interest thereon is still due and unpaid.

Plaintiff alleges that an itemized verified statement is filed herewith and made a part of this complaint.

*353
.00
128.24* *\$357.50*

PAGE & MOOPER

Plaintiff's Attorney.

#1485- ~~Original~~ 12

Wished to you Enc.
or
A J Mathis

Filed 4/2/19.
T W Richerson
Clerk.

Rec in office
April 3rd 1919 and
Executed April 4th 1919
By serving a copy
of the within
Summons and
Complaint on
A J Mathis
O B Richerson
Sheriff

The court charges the jury that it is their duty to consider all of the evidence of each witness and if in the testimony of any witness there is one or more material statements so reasonable that the jury is reasonably satisfied that such statement or statements is or are false and were known to the witness to be false, then the jury may decline to believe any of the testimony of such witness.

The court charges the jury in determining what weight they will give to the testimony of a witness in a case they may look the interest if any such witness had in the result. The court when such testimony was given, and weigh such evidence in the light of such interest.

The court charges the jury that unless they are first ~~not~~ reasonably satisfied from the evidence that some one or more of those who executed the power of attorney to Anne Seland, or the said Anne Seland herself, was a descendant of Louis Dumont the question of legitimacy ~~must~~ should not be considered and your verdict should be for the defendants.

Given
Judge A

The Court charges the Jury that in the absence of any evidence to the contrary, the law presumes that the children of Louis Dorette were ~~his~~ his legitimate ~~children~~ children and that ~~the~~

B

The Court charges the Jury that the law presumes, in the absence of evidence to the contrary, that Louis Dorette was lawfully married to ~~be~~ the mother of ^{her} ~~his~~ children at the time of ~~the~~ ^{his or her} birth.

Given
Link

2. The court charges the jury, that there is a prima facie presumption that Louis Duret was lawfully married to the mother of his children, if he had any, and this presumption could not be over turned without ~~negligence~~ ^{evidence}, negating the existence of a common law marriage between Louis Duret and the mother of his children.

3. The court charges the jury that there is a prima facie presumption that parents of every child are lawfully inter-married and this presumption can be over come only by clear and convincing testimony, which negatives both the existence of a marriage which had been solemnized between them and also negatives the existence of a common law marriage between them.

4. The court charges the jury that according to the undisputed testimony in this case, the records of the Catholic Church contain only such marriages as were solemnized in the church and the fact that there was ~~no~~ record of any marriage being solemnized in that church between Louis Duret and the mother of his children is not alone sufficient to over come the prima facie presumption that they were man and wife.

11. The court charges the jury that it appears from the evidence in this case, that the lawful heirs of Louis Duret are the true owners of the property in question.

13. The court charges the jury that if they believe from the evidence that some of the grantors in the conveyance to Max Collins, are the lawful heirs of Louis Duret, then they should find for the plaintiff.

14. The court charges the jury that under the undisputed evidence in this case, the absence of any record in the Catholic Church of a marriage between Louis Duret and the mother of his children, does not tend to show that they were not lawfully man and wife by a common law marriage.

15. The court charges the jury that it is their duty to render their verdict in accordance with the evidence introduced and the charge of the court.

16. The court charges the jury that it was not against the law of the State of Alabama for a white man to marry a negro man, until after the Civil War.

17. The court charges the jury that the facts that Louis Duret was a white man and the mother of his children, who were born prior to the Civil War, ^{was a negress,} if these were the facts, do not prevent the law from raising the prima facie presumption that Louis Duret and the mother of his children, were lawfully married.

18. The court charges the jury that if they believe from the evidence, that the children of Louis Duret were born prior to the Civil War, then they cannot consider the fact that the mother of his children was a negress as showing or tending to show, that she was not his lawful wife or that his children were not his legitimate children.

19. The court charges the jury that they have no right, ~~either lawful, legal or moral,~~ to return a verdict against the plaintiff in this case, because of any prejudice that they may entertain against the intermarriage between Louis Duret and the mother of his children.