

Know all Men by the Presents, That Charlotte S. Myers

of the Town of Farmington

in the County of Jultou and State of ILLINOIS, in consideration of the sum

of Ten Hundred Fifty five & 35/100 DOLLARS, to her

The Southwestern-Port Huron Company, (incorporated under the laws of the state of Missouri) of St. Louis, Missouri,

receipt whereof is hereby acknowledged, do hereby GRANT, SELL, CONVEY AND CONFIRM, unto the said THE SOUTHWESTERN

PORT HURON COMPANY, its successors and assigns, the following GOODS AND CHATELS, now remaining and being in

County of Jultou aforesaid, to-wit:

One 3 1/2 x 6 0 inch Cylinder PORT HURON RUSHER Separator complete, number with S

Stacker, Belts and all fixtures and appendages with or belonging to the same.

Also one PORT HURON 2 1 Horse Power Steam Traction Engine complete, number with

and all fixtures and appendages with or belonging to the same, also one Main Drive Belt.

Also One P.M. feeder, One P.M. Senior Corn sheller with 4 3 ft dia

feeder, One 80 ft. 8" chime belt, One 12 bd. gal. water tank,

One 8" tank pump outfit, One 16 x 2 7 Coumb belt, One Hunt 1

and bucket weigher with swinging conveyor, One 15' 0 ft. 8" ch

chime belt, One 2 8 x 3 6 Cup and Cover

TO HAVE AND TO HOLD all and singular, the said goods and chattels, and the earnings, income and profits thereof, unto the

Mortgagee herein, and its successors and assigns, to their sole use FOREVER. And the Mortgagor... herein, for her self

and for her heirs, executors and administrators, do hereby covenant to and with the said Mortgagee

its successors and assigns, that said Mortgagor lawfully possessed of said goods and chattels, as of her own property,

the same are free from all incumbrances, and that she will and her executors and administrators shall warrant

defend the same to them, the said Mortgagee, its successors and assigns, against the lawful claims and demands of all persons.

Provided, Nevertheless, That if said Mortgagor her executors or administrators, shall well and do truly

unto the said Mortgagee, its successors or assigns, the sum of One thousand Fifty five

35/100 Dollars, with interest at seven per cent. per ar

from July 1 27 1914 according to the conditions of certain notes or obligations, d

March 30 1917 1918 signed by Charlotte S. Myers

and payable to said THE SOUTHWESTERN-PORT HURON COMPANY, or order, as follows, viz

\$ 125.00 due Sept 15 1916 \$ , due 1917

\$ 125.00 due " " 1917 \$ , due 1918

\$ 280.00 due Oct 1 1916 \$ , due 1917

\$ 280.00 due " " 1917 \$ , due 1918

\$ 285.35 due Oct 1 1918 \$ , due 1919

\$ , due 1919 \$ , due 1919

or according to the conditions of any and all other notes or obligations which may be taken in lieu of those or any of those a

described, or in renewal thereof to secure the payment of said sums of money, or any part thereof, or any judgment rendered thereo

any other indebtedness from the Mortgagor to the Mortgagee, due or to become due, now owing or to be hereafter incurred, then

mortgage is to be void, otherwise to remain in full force and effect.

AND PROVIDED ALSO, That it shall be lawful for the said Mortgagor her executors, administrators and assign

retain possession of the said goods and chattels, and at her own expense, to keep and use the same until default be m

in the payment of said sum of money above specified, either in principal or interest, at the time or times, and in the manner he

before stated, or until default be made in any of the conditions of this Mortgage. And the said Mortgagor hereby covenant a

agree that in case default be made in the payment of the Note aforesaid, or any part thereof, or any sum secured hereby, or

interest thereon, on the day or days respectively on which the same shall become due and payable; or if the Mortgagee, its succes

or assigns, shall deem itself or themselves insecure or unsafe, or shall fear diminution, removal or waste of said property; or if

Mortgagor shall sell or assign, or attempt to sell or assign said goods and chattels or any interest therein or to remove said prop

from the said County of Jultou without the written permission of the said THE SOUTHWESTERN-P

HURON COMPANY, or if any process, writ, order or decree of any Court, or any Distress Warrant shall be levied on said goods

chattels or any part thereof, or shall come into the hands of any administrator, executor, guardian, assignee or trustee, then an

any or either of the aforesaid cases, all of said note, and any note or notes taken in lieu or for renewal thereof, and said sur

money hereby secured, both principal and interest, shall, at the option of THE SOUTHWESTERN-PORT HURON COMPANY, with

notice of said option to anyone, become at once due and payable, and the said Mortgagee, its successors or assigns, or any of th

shall thereupon have the right to take immediate possession of said property, anything herein to the contrary notwithstanding,

for that purpose may pursue the same wherever it may be found, and may enter any of the premises of the Mortgagor with or w

out force or process of law, wherever said goods and chattels may be or be supposed to be, and search for the same, and if found

take possession thereof, and remove and sell and dispose of said property or any part thereof at public auction to the highest bid

after giving five days' notice of the time, place, and terms of such sale, together with a description of the property to be sold

notices posted up in three public places, in the township, village or city where such sale is to be held, or any part thereof, and

similar notice posted where the chattels are located, or at private sale, with or without notice, for cash or on credit, or exchange,

same, or any part thereof, for other machinery or property as the said Mortgagee, its successors, or assigns, agents, or attorn

or any of them may elect, at which sale at auction the Mortgagee or its legal representatives may purchase, and out of the mo

arising from such sale to retain all costs and charges for pursuing, searching for, taking, removing, keeping, storing, advertis

and selling such goods and chattels and the amount of all prior liens thereon, together with the amount unpaid upon said note, a

amount secured hereby, or any note or notes taken in lieu or in renewal thereof, whether due or to become due, rendering the surp

if any remain, unto the said Mortgagor or her legal representatives, and if any deficit arises from said s

the undersigned hereby agrees to pay the same, and authorizes and empowers any attorney-at-law, in any court of record, at any t

to appear for me (or us) without process in any court of record and confess judgment against me (or us) for the amount of said de

and costs in favor of the said THE SOUTHWESTERN-PORT HURON COMPANY, and release all errors which may occur in the legal

ceedings herein authorized, and also release all right of appeal and stay of execution. Said attorney is hereby authorized to ei

such release in said judgment.

Witness the hand... and seal... of said Mortgagor, this 30 1917 day of March

in the year of our Lord one thousand nine hundred and 1917

Signed, Sealed and Delivered in Presence of Charlotte S. Myers

Fletcher D. Myers (seal)

Justice of the Peace

Exhibit G-7

I, Fletcher D. Pyrie  
a Justice of the Peace in the Township of Farmington

in and for said County, **Do Hereby Certify**, that this Mortgage was duly  
acknowledged before me, by the within named Charlotte P. Myers  
the Mortgagor....therein named, to me known to be a resident of said Town and  
entered by me, this 30 day of March A. D. 1916.

Witness my hand and seal,  
Fletcher D. Pyrie [SEAL]  
Justice of the Peace.  
Farmington Illinois Post Office.

**Observe the Following Requirements of Your Statute Law.**

1. This mortgage must be acknowledged before a Justice of the Peace or County Judge of the County in which the Mortgagor resides. If Mortgagor be non-resident of the State at the time of making acknowledgment, then before any officer authorized to take acknowledgment of deeds; provided that in Counties having a population of more than 200,000, the mortgage must then be acknowledged before a Justice of the Peace of the town or precinct where the Mortgagor resides.
2. It must be docketed by the Justice in this form:  

"A. E. (Mortgagor)	} Mortgage of (Description of Property as in Mortgage.)
"B. (Mortgagee)	
C. C. (Mortgagee)	

 Acknowledged before me, this.....day of.....191....."
3. When acknowledged and docketed it (the original Mortgage) must be recorded with Recorder of County where Mortgagor resides.
4. Within thirty days next preceding the maturity of the debt or if it does not mature within three years from the date of filing the mortgage for record, then within thirty days next preceding the expiration of said three years, the Mortgagee, his agent, or attorney, must file and record in the office of the recorder where the original mortgage was recorded, also with the Justice, or his successor, upon whose docket the acknowledgment was entered, an affidavit stating particularly the interest which the Mortgagee has in the property mortgaged, the amount remaining unpaid, and the time when the same will become due by extension or otherwise. Such affidavits must be recorded by the Recorder, and entered in the docket of the Justice. Such extension is good for one year from the filing of such affidavit or until the maturity of the indebtedness or extension, not exceeding **ONE YEAR**.
5. If this debt is not paid at, or before maturity, or extended as above, the mortgaged property must be taken on *the very day* the debt is due.

**TO AGENTS OR ATTORNEYS.**

In taking Chattel Mortgages, always send a copy to this office; also the NAME and POST OFFICE Address of the proper officer with whom such mortgage has been filed or recorded.

**The Southwestern-Port Huron Company,**  
ST. LOUIS, MISSOURI

No. ....	STATE OF ILLINOIS	TO	County No. ....
<b>Chattel Mortgage</b>	FROM	<b>The Southwestern-Port Huron Co.</b>	ss. No. ....
		ST. LOUIS, MISSOURI	County
		Branch Office—PEORIA, ILLINOIS	This instrument was filed for record in the
			Recorder's office on ..... County afore-
			said, on the ..... day of ..... A. D. 191.....
			at ..... o'clock.....M. and recorded in
			Book..... of ..... on page.....
			Clerk Circuit Court, and <i>Ex-Officio</i> Recorder.
			TO THE RECORDER:
			<i>When recorded please mail to</i>
			<b>The Southwestern-Port Huron Company,</b>
			ST. LOUIS, MISSOURI

Mrs. J. H. ...  
to the ...

File No. ....

Order No. ....

# Machinery Order

The Southwestern-Port Huron Co.  
PEORIA, ILLINOIS

### INSTRUCTIONS TO SALESMEN.

Make Two Copies of the Order.  
Keep one Copy Yourself.  
Give a Copy to the Purchaser.  
Send the Original IMMEDIATELY to the  
company with a report on its printed form

Date. ....

Acknowledged Receipt. ....

To Mgr. for Decision. ....

Shipping Order Issued. ....

Sent Settlement to. ....

Settlement Received. ....

Settlement. ....

Accepted. .... 191. ....

Declined. .... 191. ....

### ENDORSER'S SPACE.

Dated. .... 191. ....

The Southwestern-Port Huron Co.:

Ship the Goods herein ordered, and I  
(or we) will sign with the purchaser, the  
notes described as falling due as follows:

..... 191. ....

..... 191. ....

..... 191. ....

Name. ....

P. O. ....

Twp. ....

Co. .... State. ....

Name. ....

P. O. ....

Twp. ....

Co. .... State. ....

## PROPERTY STATEMENT

For the purpose of obtaining credit, I hereby state that I own in my own name in fee simple .....  
acres of land in the Township of ..... County of ..... State of .....  
described as follows:

Description. .... Section. .... T. .... R. .... Value \$ .....  
I own ..... horses worth \$ .....; cattle worth \$ .....  
Farm machinery worth \$ .....; threshing machinery worth \$ .....  
Other property, viz: ..... worth \$ .....  
Total cash value of property \$ .....

My real estate is unencumbered except for ..... mortgage ..... due .....  
191. .... and owned by ..... amounting to \$ .....  
NAME AND P. O. OF MORTGAGEE.

My personal property is unencumbered except for mortgage due .....  
191. .... given to ..... covering .....  
NAME AND P. O. OF MORTGAGEE.

..... amounting to \$ .....  
Total encumbrance \$ .....  
Unsecured debts \$ .....

I have no judgments against me; I have no suits pending against me. I am ..... years old and  
..... married.

(Sign here) .....

For the purpose of obtaining credit, I hereby state that I own in my own name in fee simple .....  
acres of land in the Township of ..... County of ..... State of .....  
described as follows:

Description. .... Section. .... T. .... R. .... Value \$ .....  
I own ..... horses worth \$ .....; cattle worth \$ .....  
Farm machinery worth \$ .....; threshing machinery worth \$ .....  
Other property, viz: ..... worth \$ .....  
Total cash value of property \$ .....

My real estate is unencumbered except for ..... mortgage ..... due .....  
191. .... and owned by ..... amounting to \$ .....  
NAME AND P. O. OF MORTGAGEE.

My personal property is unencumbered except for mortgage due .....  
191. .... given to ..... covering .....  
NAME AND P. O. OF MORTGAGEE.

..... amounting to \$ .....  
Total encumbrance \$ .....  
Unsecured debts \$ .....

I have no judgments against me; I have no suits pending against me. I am ..... years old and  
..... married.

(Sign here) .....

*Exhibit A-1*

To THE SOUTHWESTERN PORT HURON CO., Peoria, Illinois. Dated *Peoria, Ill. Sept 7 1917*

You may deliver to me on board cars at your factory, or where manufactured, on or about the *soon as possible* of *Peoria* (Date) County of *Ill* State of *Ill*, Route *Ill*, the following mentioned goods:

QUANTITY	NAME OF ARTICLE (ONLY GOODS SPECIFIED HEREUNDER WILL BE FURNISHED)	LIST PRICE
1	<i>Rebuilt Port Huron Engine</i>	
	<i>Complete with fan and top</i>	
1	<i>30 Corn Sheller complete with #3. Drive Roller</i>	
1	<i>80' 8" 4 ply Sawyer Deck</i>	
1	<i>#8 Force Pump Outfit</i>	
1	<i>12 roller 20 gal. gal. steel Tank</i>	
1	<i>16 X 27 Carriage Cover</i>	
Total.....		

Undersigned will receive the machinery, (The word "Machinery" wherever appearing in this order shall be construed to include all articles in ordered) pay the freight and charges, and pay to the Company on or before the arrival of said machinery, the sum of *Eighteen Hundred* Do

in the following manner, viz:

CASH \$.....	
Note Due <i>Mar 1</i> 191 <i>6</i> \$ <i>300</i>	Note Due <i>Mar 1</i> 191 <i>8</i> \$ <i>300</i>
Note Due <i>Oct 1</i> 191 <i>6</i> \$ <i>300</i>	Note Due <i>Oct 1</i> 191 <i>8</i> \$ <i>300</i>
Note Due <i>Mar 1</i> 191 <i>7</i> \$ <i>300</i>	Note Due..... 191 <i>1</i> \$ .....
Note Due <i>Oct 1</i> 191 <i>7</i> \$ <i>300</i>	Note Due..... 191 <i>1</i> \$ .....
Note Due September 1, 191 <i>1</i> ..... \$ .....	
Note Due September 1, 191 <i>1</i> ..... \$ .....	

} These two notes are given for Wind or Sattley Stacker.

Notes to bear interest at highest legal rate from date of delivery of the machinery until paid.  
Notes to be made PAYABLE AT *Bank of Farmington, Farmington* (Name of Bank or Express Office)

Also, in part payment of above purchase price, will deliver the following property, free from all encumbrance, loaded free on board car and complete and in running order excepting *ENGINE* Plain, Tractor (Write word "Nothing" or explain.) (Number.)  
built by..... in year..... Size.....  
Also..... (Describe in detail fully. If a Separator or other machine, or a discount, change accordingly. Cross out all that does not apply.)

This order when accepted and completed on part of vendor by delivery of machinery hereby purchased shall operate as and be an absolute transfer of title to the articles given in part payment.

Undersigned will furnish satisfactory security for the prompt payment of notes in the following manner: Chattel Mortgage on the above described machinery and Mortgage on the following property, free of encumbrance: (Describe in detail fully. Cross out printing which does not apply.)

*161 Acres of land in Baldwin Co Ala North 3000' owned by Mrs W J Myers description to be furnished later*

If this order includes more than one machine or attachment, it is understood to be a separate and distinct order for each of said machines and said attachment separate prices, which prices bear the same ratio to the total price as the list price of each bears to the total list price of all as shown in the price list issued by the Company; and the Warranty applies to each separate machine or attachment; and the failure of one machine or attachment shall not relieve the purchaser from liability pay for the others. This order is subject to approval of The Southwestern-Port Huron Co., Peoria, Illinois.  
If for any reason, the purchaser fails to accept and settle for the machinery ordered, he will, if the Company so elects and demands, pay to the Company, in lieu of enforcement of this contract, as liquidated damages, a sum equal to 10 per cent. of the list price, and, if shipment has been made, freight from the factory and net demurrage, cartage, loading and unloading expense, expediting and all other similar expense actually incurred by reason of the shipment and attempted delivery of said machinery.  
Title to said goods shall remain in the Company until the purchase price is paid or satisfactorily secured, but this shall not reduce the liability of the purchaser from the time of delivery aforesaid.

**WARRANTY.**

**Working.**—This machinery is warranted to do well the work for which it is intended, if properly operated by competent persons.  
If the purchaser does not notify the Company to the contrary, by registered letter to the Company at its home office in Peoria, Illinois, within five days from first day's use, the machinery shall be considered as satisfying all warranties except as to materials.  
If any machine or attachment does not fulfill the warranty, the Company shall furnish one which does, or refund its purchase price, and this shall be the limit of the Company's liability.  
**Materials and Workmanship.**—This machinery is warranted to be well made of good materials, and if any part breaks within one year

from delivery because of defect, the Company shall furnish a duplicate part upon delivery to it of the broken part, and this shall be the limit of the Company's liability for such defect.  
**Change in Warranty.**—This warranty can not be changed except by writing by an officer of the Company; no employe mechanical expert or selling agent can change any provision thereof or notice required nor shall any action by the Company or any agent taken to remedy any defect complained of be a waiver of the registered notice of satisfaction or complaint herein required.  
Second hand goods, also machines specially built to order, and machines built by other than Port Huron Engine & Thresher Company are not warranted by the Company in any respect.

*Exhibit A-1*

SIGN HERE. <i>W. P. Myers</i>	POST OFFICE. <i>Farmington</i>	R. F. D. No. <i>1</i>	TOWNSHIP. (In which purchaser resides.) <i>Farmington</i>	NEAREST STEAM OR ELECTRIC STATION. <i>Farmington</i>	Resides from Miles. Direct
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*Exhibit B-7*

# THE SOUTHWESTERN-PORT HURON CO.

219-223 SOUTH WATER ST., PEORIA, ILL., OPPOSITE ROCK ISLAND STATION



THRASHING MACHINERY, ROAD MAKING MACHINERY, CORN HUSKERS-SHREDDERS,  
CORN SHELLERS, HAY PRESSES, SAWING MACHINERY,  
ENSILAGE CUTTER, MACHINERY SUPPLIES

PEORIA, ILL. July 14, 1915.

Peo. #16286.

Mr. Wm. P. Myers,  
334 E. 115 Th. St.,  
Chicago, Ill.

Dear Sir:-

We have your favor of the 12th relative to machinery for which you gave our Mr. Moltham an order.

At no time have we had any doubt but what your order would be accepted but as a matter of fact we have no information but except what is contained in the order and we have made no investigation as the order does not call for shipment until Oct. 1st.

It is customary with us and all other companies to get reports on parties to whom we sell machinery and we of course intended to do this in your case but as stated we could not expect to find any banks that know you in Chicago unless the names were furnished to us.

If you will kindly write us giving references, we will give you decision in a few days but as stated we hardly think there is any question about the order being approved and we hope you will not be inconvenienced while waiting for our reply. The writer remembers seeing you in Peoria.

Our Mr. Moltham made a very favorable report, hence we conclude as stated that you can figure on using Port Huron machinery. We are better prepared to give you good service in Peoria than any other company and we certainly can give you machinery that is second to none.

We enclose stamped, addressed envelope for your convenience and would be very pleased to have you write us by return mail giving the names of the banks and others to whom we may write.

Thanking you in advance for the favor, we are

Yours truly,

SOUTHWESTERN PORT HURON CO.

*Exhibit B-2*

*Exhibit C-3*

# THE SOUTHWESTERN-PORT HURON CO.

219-223 SOUTH WATER ST., PEORIA, ILL., OPPOSITE ROCK ISLAND STATION



THRESHING MACHINERY, ROAD MAKING MACHINERY, CORN HUSKER-SHREDDERS,  
CORN SHELLERS, HAY PRESSES, SAWING MACHINERY,  
ENSILAGE CUTTER, MACHINERY SUPPLIES.

PEORIA, ILL., Sept. 10, 1915

Mr. W. P. Myers,  
Farmington, Ill. R.1.

Dear Sir:-

We are pleased to acknowledge receipt of your order for machinery and hand you herewith carbon copy of same.

As the writer told you when at the office the old order and all reports were sent to Mr. Moltham for the purpose of seeing you and getting a description of the property and we have written him to return them. As soon as received, we will get description of the property and let you know the Company's decision in the matter as soon as possible to get same.

If either you or Mrs. Myers have a description of the property, it might be well to write us by return mail as Mr. Moltham is out on the territory and possibly might not get our letter until Saturday night when he returns home.

With best wishes, we are

Yours truly,

SOUTHWESTERN PORT HURON CO.

By

DCK:MS

*Exhibit C-3*

V

File No. ....

Order No. ....

# Machinery Order

The Southwestern-Port Huron Co.  
PEORIA, ILLINOIS

### INSTRUCTIONS TO SALESMEN.

- Make Two Copies of the Order.
- Keep one Copy Yourself.
- Give a Copy to the Purchaser.
- Send the Original **IMMEDIATELY** to the Company with a report on its printed form

Date. ....

..... Acknowledged Receipt.

..... To Mgr. for Decision.

..... Shipping Order Issued.

..... Sent Settlement to .....

..... Settlement Received.

..... Settlement .....

Accepted ..... 191.....

Declined ..... 191.....

### ENDORSER'S SPACE.

Dated. .... 191.....

The Southwestern-Port Huron Co.:

Ship the GOODS herein ordered, and I (or we) will sign with the purchaser, the notes described as falling due as follows:

..... 191.....

..... 191.....

..... 191.....

Name .....

P. O. ....

Twp. ....

Co. .... State .....

Name .....

P. O. ....

Twp. ....

Co. .... State .....

# PROPERTY STATEMENT

For the purpose of obtaining credit, I hereby state that I own in my own name in fee simple..... acres of land in the Township of ..... County of....., State of ..... described as follows:

Description..... Section..... T..... R..... Value \$.....

I own..... horses worth \$.....; ..... cattle worth \$.....

Farm machinery worth \$.....; threshing machinery worth \$.....

Other property, viz:..... worth \$.....

Total cash value of property \$.....

My real estate is unencumbered except for..... mortgage..... due.....

191....., and owned by..... amounting to \$.....

NAME AND P. O. OF MORTGAGEE.

My personal property is unencumbered except for mortgage due.....

191....., given to..... covering.....

NAME AND P. O. OF MORTGAGEE.

..... amounting to \$.....

Total encumbrance \$.....

Unsecured debts \$.....

I have no judgments against me; I have no suits pending against me. I am..... years old and ..... married.

(Sign here).....

For the purpose of obtaining credit, I hereby state that I own in my own name in fee simple..... acres of land in the Township of..... County of....., State of ..... described as follows:

Description..... Section..... T..... R..... Value \$.....

I own..... horses worth \$.....; ..... cattle worth \$.....

Farm machinery worth \$.....; threshing machinery worth \$.....

Other property, viz:..... worth \$.....

Total cash value of property \$.....

My real estate is unencumbered except for..... mortgage..... due.....

191....., and owned by..... amounting to \$.....

NAME AND P. O. OF MORTGAGEE.

My personal property is unencumbered except for mortgage due.....

191....., given to..... covering.....

NAME AND P. O. OF MORTGAGEE.

..... amounting to \$.....

Total encumbrance \$.....

Unsecured debts \$.....

I have no judgments against me; I have no suits pending against me. I am..... years old and ..... married.

(Sign here).....

*E. J. Hebert Co.*  
*Peoria Ill. Mar 16 1917*

To THE SOUTHWESTERN PORT HURON CO., Peoria, Illinois. Dated *June 1st* 1917

You may deliver to me on board cars at your factory, or where manufactured, on or about the *1st* of *June* 1917  
 or as soon thereafter as possible, consigned to your order at: *Farmington* (R. R. Station), County of *Fulton*

State of *Ill* Route..... the following mentioned goods:

QUANTITY	NAME OF ARTICLE (ONLY GOODS SPECIFIED HEREUNDER WILL BE FURNISHED)	LIST PRICES
1	Model of 1916 Port Huron <i>Stacker Thresher</i>	71.00
1	" " " " <i>Feeder</i>	21.00
1	" " " " <i>Wind Stacker</i>	25.00
1	Hart <i>Belgian</i> <i>Tractor</i> <i>with</i> <i>conveyer</i>	95.00
1	150" x 8" <i>ply canvas</i> <i>down</i> <i>felt</i>	42.00
1	28 x 36 <i>Canvas</i> <i>down</i>	15.00
Total.....		139.00

Undersigned will receive the machinery, (The word "Machinery" wherever appearing in this order shall be construed to include all articles here in ordered) pay the freight and charges, and pay to the Company on or before the arrival of said machinery, the sum of.....

*One thousand ninety four 25/100* Dol.

in the following manner, viz:

CASH \$.....	
Note Due <i>Aug 15</i> 1916 \$170.00	Note Due <i>Aug 15</i> 1917 \$127.00
Note Due <i>Oct 15</i> 1916 \$170.00	Note Due <i>Sept 15</i> 1917 \$127.00
Note Due <i>Aug 15</i> 1917 \$120.00	Note Due <i>Oct 15</i> 1917 \$124.30
Note Due <i>Oct 15</i> 1917 \$120.00	Note Due..... 191..... \$.....
Note Due <i>September 15</i> 1916 \$125.00	
Note Due <i>September 15</i> 1917 \$125.00	

These two notes are given for Wind or Sattley Stacker.

Notes to bear interest at highest legal rate from date of delivery of the machinery until paid.  
 Notes to be made PAYABLE AT *Bank of Farmington, Farmington Ill*  
 (Name of Bank or Express Office)

Also, in part payment of above purchase price, will deliver the following property, free from all encumbrance, loaded free on board car..... and complete and in running order excepting..... ENGINE, Plain, Tractor

built by..... in year..... Size.....

Also..... (Describe in detail fully. If a Separator or other machine, or a discount, change accordingly. Cross out all that does not apply.)

This order when accepted and completed on part of vendor by delivery of machinery hereby purchased shall operate as and be an absolute transfer of title to the articles given in part payment.

Undersigned will furnish satisfactory security for the prompt payment of notes in the following manner: Chattel Mortgage on the above described machinery and mortgage on the following property, free of encumbrance:..... (Describe in detail fully. Cross out printing which does not apply.)

*Same as on other and furnished*

If this order includes more than one machine or attachment, it is understood to be a separate and distinct order for each of said machines and said attachment separate prices, which prices bear the same ratio to the total price as the list price of each bears to the total list price of all as shown in the price list issued by the Company; and the Warranty applies to each separate machine or attachment; and the failure of one machine or attachment shall not relieve the purchaser from liability for the others. This order is subject to approval of The Southwestern-Port Huron Co., Peoria, Illinois.

If for any reason, the purchaser fails to accept and settle for the machinery ordered, he will, if the Company so elects and demands, pay to the Company, in lieu of enforcement of this contract, as liquidated damages, a sum equal to 10 per cent. of the list price, and, if shipment has been made, freight from the factory and demurrage, cartage, loading and unloading expense, experting and all other similar expense actually incurred by reason of the shipment and attempted delivery of said machinery.

The title to said goods shall remain in the Company until the purchase price is paid or satisfactorily secured, but this shall not reduce the liability of the purchaser from the time of delivery aforesaid.

**WARRANTY.**

**Working.**—This machinery is warranted to do well the work for which it is intended, if properly operated by competent persons.

If the purchaser does not notify the Company to the contrary, by registered letter to the Company at its home office in Peoria, Illinois, within five days from first day's use, the machinery shall be considered as satisfying all warranties except as to materials.

If any machine or attachment does not fulfill the warranty, the Company shall furnish one which does, or refund its purchase price, and this shall be the limit of the Company's liability.

**Materials and Workmanship.**—This machinery is warranted to be well made of good materials, and if any part breaks within one year

from delivery because of defect, the Company shall furnish a duplicate part upon delivery to it of the broken part, and this shall be the limit of the Company's liability for such defect.

**Change in Warranty.**—This warranty can not be changed except by writing by an officer of the Company; no employe mechanical or selling agent can change any provision thereof or notice required nor shall any action by the Company or any agent taken to remedy any defect complained of be a waiver of the registered notice of satisfaction or complaint herein required.

Second hand goods, also machines specially built to order, machines built by other than Port Huron Engine & Thresher Company are not warranted by the Company in any respect.

Exhibit C-5

SIGN HERE.	POST OFFICE.	R.F.D. No.	TOWNSHIP. (In which purchaser resides.)	NEAREST STEAM OR ELECTRIC STATION. (Resides from Miles. Dir.)
<i>W. P. Myers</i>	<i>Farmington</i>	<i>1</i>	<i>Middeport</i>	<i>2 1/2</i>
	<i>Box 101</i>		<i>Peoria</i>	

Phone..... Central..... *Farmington* County of *Fulton* State of *Ill*



*E of Exhibit D-4*

# THE SOUTHWESTERN-PORT HURON CO.

219-223 SOUTH WATER ST., PEORIA, ILL., OPPOSITE ROCK ISLAND STATION



THRESHING MACHINERY, ROAD MAKING MACHINERY, CORN HUSKERS-SHREDDERS,  
CORN SHELLERS, HAY PRESSES, SAWING MACHINERY,  
ENSILAGE CUTTER, MACHINERY SUPPLIES

PEORIA, ILL. Sept. 17, 1915.

Mr. W. P. Myers,  
Farmington, Ill. R.1.

Dear Sir:-

We have your esteemed favor of the 15th relative to order for machinery and in answer will say that we are indeed sorry that so much delay has occurred but the trouble is very largely on account of our being unable to get a description of Mrs. Myers' property in Alabama. In fact on account of your not being able to give us this information from memory, we have found it necessary to send a man to Chicago on purpose for same and it was just given to us a day or two ago.

We expect to receive telegram from the Recorder of Baldwin County, Alabama some time today and as soon as this arrives, we will be in position to give you prompt decision.

We will not be at all surprised if we can fix the matter up entirely including shipment of machinery as soon as tomorrow.

Hoping this explanation will be satisfactory and again assuring you of our pleasure of your favoring us with an order and your patience in giving us so much time in handling it, we are

Yours truly,

SOUTHWESTERN PORT HURON CO.

By

DCK:MS

*Exhibit D-4*

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*Exhibit F-6*

# THE SOUTHWESTERN PORT HURON CO.

219-223 SOUTH WATER ST., PEORIA, ILL., OPPOSITE ROCK ISLAND STATION



THRASHING MACHINERY, ROAD MAKING MACHINERY, CORN HUSKER-SHREDDERS,  
CORN SHELLERS, HAY PRESSES, SAWING MACHINERY,  
ENSILAGE CUTTER, MACHINERY SUPPLIES.

PEORIA, ILL., April 21, 1916.

Mrs. Charlotte Myers,  
Farmington, Ill. R.1. Box 101.

Dear Madam:-

Replying to your favor of recent date relative to repairs for your engine.

Kindly refer to our letter of a couple of days ago which applies in this case. As we wrote you then, there will be nothing further done until you can show us to our satisfaction that the value of the real estate which you mortgaged to us is somewhat similar to representation made to us.

We trust this answers fully your letter and that you may give this matter your early attention.

Yours very truly,

SOUTHWESTERN PORT HURON CO.

By *M. H. Croshaw*

MHC:MS

*Exhibit F-6*

Please state whether or not mortgage marked  
exhibit "Q" was delivered to Company's agent in your  
presence.

*Reckard Austitt & Beebe*  
Attorneys for Respondent.

We hereby accept service of within  
cross-interrogatories and consent  
to filing on this date, having agreed  
that extension of time to date of  
filing be granted.

*Harry J. Smith & Coffey*  
Deputies for Complainant

was in the name of only one and if only one, state which.

4 Attach and give appropriate exhibit numbers all letters from and copies of all letters to William P. Myers and Charlotte S. Myers relative to the transactions of March 30th, 1916.

11. 1. State whether or not in June 1916 in answer to a letter from the Company demanding payment on property covered by order number 7233 Company received a letter from Charlotte S. Myers which stated in effect that she did not consider the property as belonging to her, that Company had never delivered possession to her and that Company had not carried out its contract with her in furnishing property covered by order number 7232.

2. State whether or not Charlotte S. Myers ever advised Company by letter or verbally that she would accept property under orders 7232 and 7233 after Company had refused to honor order number 7233. 3. If you answer that she did and that same acceptance was by letter, attach such letter and give the same appropriate exhibit number.

4. State whether or not mortgage on real estate shown as exhibit "Q" to original interrogatory was given as additional security on both orders, Company taking chattel mortgage on property covered by each order separately.

5. Examine exhibits marked "G-7", "H-8", "I-9", "J-10" "K-11" and "L-12" and state whether or not they are chattel mortgage and notes given on property covered by order number 7232 and to secure purchase money thereon.

TO ALFRED C. STEENBURG ALONE.

Please state who delivered to you mortgage marked exhibit "Q". State what other papers were delivered to you at the same time relative to this transaction.

TO C.W. BOLTON ALONE.

*To Comm*

County, Alabama, being the same lands as in former deal.

2. If you state that such order was received, please state whether or not you have the original of such order and, if so, attach same to your deposition and mark with an appropriate exhibit number. 3. If you state that you have not the original of such order, please examine the attached paper marked exhibit "E-5" and state whether or not same is a true copy of such order. 4. State whether or not such order was signed by William P. Myers alone or by William P. Myers and Charlotte S. Myers. 5. State whether or not such order was ever accepted and if you answer that it was not accepted, please state why such order was rejected. 6. State whether or not the Company upon receipt of this order refused to honor it because the lands offered as security were the property of Charlotte S. Myers, the wife of William P. Myers, and whether or not it is true that it was upon application of this order that the Company proposed to honor the order provided the property under order of 1915 should be transferred to the name of Charlotte S. Myers and application for additional machinery be made in the name of Charlotte S. Myers. 7. Please attach copies of all letters to William P. Myers relative to this transaction and mark with appropriate exhibit number.

5. State whether or not the Company had ever received complaint from William P. Myers that engine in order of September 1915 did not give satisfaction and whether or not the Company had ever agreed to have same repaired.

6. State whether or not orders number 7232 and 7233 were given simultaneously. State whether or not

subject of this purchase and whether or not you ever saw her and talked with her relative thereto. If you state that you saw Mrs. Myers relative to this transaction, please state when and where you saw her and what was said and done relative to this transaction.

2. If in answer to interrogatory five you state that you have not the original of this order, please examine the paper hereto attached marked "A-1" and state whether or not such exhibit is not the original or a true copy of this order. State whether or not such account under this order was entered on the books of the Company in the name of Charlotte S. Myers or William P. Myers or both of them. State whether or not the correspondence relative to this order was addressed to and received from Charlotte S. Myers or William P. Myers or both of them. Please examine the papers hereto attached and marked exhibit "B-2", "C-3" and "D-4" and state whether or not they are the original of letters addressed to William P. Myers from said Company relative to this transaction.

Please attach all letters received from William P. Myers or Charlotte S. Myers and copies of all letters addressed to either of them relative to this transaction and mark with an appropriate exhibit number.

3. Please state the exact amount due the Company from William P. Myers under this transaction on March 30th, 1916.

4. Please state whether or not on or about March 30th, 1916, the Company received an order dated March 16, 1916 signed by William P. Myers for one Model 1916 Port Huron Russia Thrasher, one Feeder, one Wind Stacker, one B.B. Weigher, One 150-80-8 four ply Drive Belt and one 18-36 canvas cover, which order offered as security the land of Charlotte S. Myers in Baldwin

Charlotte S. Myers or William P. Myers approached the Company with reference to both or either of these orders. State whether or not the Company refused to give William P. Myers additional credit under order number 7232.

7. State where the property covered by order number 7233 was situated on March 30th, 1916, and in whose custody it was. State whether or not Charlotte S. Myers ever assumed control of same and, if so, what were the acts of control she exercised? State where such property was when Company assumed control of ~~sale~~<sup>same</sup> and sold it under chattel mortgage and state whether property was not in same place and in same condition as on March 30th, 1916.

8. State whether or not a short while prior to April 2nd, 1916 the Company received a letter from William P. Myers or Charlotte S. Myers demanding that engine be repaired as per agreement of March 30th, 1916. Attach such letter to your answer and mark with an appropriate exhibit number. Examine letter hereto attached marked "F-6" and state whether or not it is the original of a letter addressed to Charlotte S. Myers in answer to the letter just mentioned above.

9. State when and how mortgage and note on real and personal property given in transaction of 1915 were delivered to William P. Myers.

10. / State whether or not on March 30, 1916 a chattel mortgage was given to cover property ordered in order number 7232. - If you answer that such chattel mortgage was given, please state whether or not same was signed by both of them. } State whether or not in the transaction of March 30th, 1916, both order number 7232 and 7233 Charlotte S. Myers and William P. Myers were both interested jointly and, if not, whether or not the transaction

TO ALFRED C. STEENBURG ALONE.

Respondent objects to the last sentence in interrogatory three because it calls for irrelevant and immaterial testimony.

TO C. W. BOLTON ALONE.

To interrogatory number three she objects because it calls for irrelevant and immaterial testimony.

TO JUDGE EVANS ALONE.

Respondent objects to interrogatory number four, five, six, seven, eight, nine, ten, eleven and twelve because they call for irrelevant and immaterial testimony.

CROSS INTERROGATORIES.

Without waiving above objections but insisting thereon Respondent Charlotte S. Myers files these her cross interrogatories in the above styled cause.

TO H. M. CROSBIE ALONE.

1. If in answer to interrogatory four you state you are familiar with the transaction by which William P. Myers purchased from what was then the Southwestern Port Huron Company on or about the 25th day of September, 1915, the property mentioned in interrogatory five, please state whether or not you were the agent who procured the order for such machinery. Also if such order was not dated September 7, 1915. State whether or not the order was given you in person and whether by William P. Myers or Charlotte S. Myers, and whether such order was signed by one or both of them, and if by only one of them, by which one. State whether or not Mrs. Myers ever approached you on the



ALFRED C. STEENBURG,  
as trustee.  
COMPLAINANT.

VS

CHARLOTTE S. MYERS and  
WILLIAM P. MYERS.  
RESPONDENTS.

CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

IN EQUITY NO. 55.

Comes Respondent CHARLOTTE S. MYERS and objects to the following interrogatories propounded by Complainant M.H. CROSBIE, C.W. BOLTON, ALFRED C. STEENBURG and JUDGE WILSLOW EVANS and for grounds of objection assigns as follows:

TO M. H. CROSBIE ALONE.

Respondent objects to interrogatory Four because said question assumes the existence of a contract, the existence of which is in issue, and which, if in existence, is in writing.

To the first question in interrogatory five she objects because it calls for the mental process of the witness and because the contract itself is the best evidence.

To interrogatory six, seven, and eight because calling for irrelevant and immaterial testimony.

To interrogatory nine and ten she objects because they call for a conclusion as to the contents of a written instrument.

To interrogatory twelve because the evidence called for is irrelevant and immaterial testimony, and because the last part of interrogatory calls for statement as to a written instrument.

To interrogatory twenty-five because it calls for irrelevant and immaterial testimony.

Exs A to Q

Sent to Supreme Court

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Filed 9/24/15  
T. W. Williams  
Register

HARRY T. SMITH & CAFFEY  
ATTORNEYS AT LAW  
716 - 722 NATIONAL CITY BANK BUILDING  
MOBILE, ALA.

STATE OF ALABAMA )  
COUNTY OF MOBILE )

Personally appeared before me, Lillie A. Booth, a Notary Public, in and for said state, in said county, Wm. G. Caffey, who upon oath deposes and says that he is one of the attorneys for the complainant in the above entitled cause, that the above named witnesses, M. H. Crosbie, C. W. Bolton, Alfred C. Steenburg and Judge Winslow Evans, reside out of the state of Alabama, and in the state of Illinois, and that each is a material witness for the complainant in the above entitled cause.

Wm. G. Caffey

Subscribed and sworn to before me this 12 day of September, 1918.

Lillie A. Booth  
NOTARY PUBLIC, STATE OF ALABAMA, MOBILE COUNTY.

We suggest that L. E. Sutherland, whose address is No. 1029 Jefferson Building, Peoria, Illinois, as a suitable and competent person to take the depositions of the above named witnesses.

Harry J. Smith & Caffey  
Solicitors for Complainant.

We hereby accept service of a copy of the above foregoing interrogatories this 13<sup>th</sup> day of September, 1918

Richard Austin Ryan  
Solicitors for Respondent, Charlotte S. Myers.

if executed in the state of Illinois, payable in the state of Illinois, by residents of the state of Illinois, created a valid and legal obligation on the part of Mrs. Charlotte S. Myers under the laws of the state of Illinois.

10. If you have answered that the law in question was a written law, and have attached a copy thereof, then please state whether that law has been construed by the Appellate Courts of the State of Illinois, and whether under such construction a married woman could make a valid contract in Illinois, on March 30th 1916, to be or become surety for her husband's debt.

11. Assume that a husband and wife resided in the state of Illinois on the 30th day of March, 1916, that the wife joined her husband, on that date, in executing notes for the purpose of becoming surety for his debt, that these notes were executed in Illinois, and payable in Illinois, was there any law existing in that state which would make said notes invalid on the ground that the wife could not become surety for her husband's debts.

12. Please state whether or not under the law of the state of Illinois, as it existed on September 15th, 1915, and on March 30th, 1916, there were any restrictions on the right and power of a married woman to contract, and if so, did these restrictions in any way prohibit her from becoming by contract a surety for her husband's debt, or debts.

Harry J. Smith & Coffey  
Solicitors for Complainant.

of that profession in the State of Illinois, and how long you have been such.

2. Are you actively engaged in the practice of law in that state, and if so, how long have you been actively engaged in the practice of law in the state of Illinois.

3. Please state whether you now are, or whether you have been a judge of any court of the State of Illinois.

4. Are you familiar with the law of the state of Illinois as it existed on and prior to March 30th, 1916, in reference to the right or power of a married woman to execute a promissory note in that state as security for her husband. If you answer in the affirmative, then please state whether said law is a statute law of Illinois.

5. Please state when said law became the law of the state of Illinois, and whether it has ever since been the law of that state, and if not, when it ceased to be the law of that state.

6. If you say that the law on the subject above enquired about is a statute law, then please attach to your depositions a copy of that statute, duly authenticated by the seal of the State of Illinois.

7. If you say that the law is not a written law, then please state whether under the law of Illinois on and prior to March 30th, 1916, or subsequent thereto, a married woman could lawfully become security for the debt of her husband by executing a note evidencing such indebtedness.

8. Please state whether or not there was any law in the state of Illinois existing on the 30th day of March, 1916, which prevented a married woman from incurring a valid obligation as security for her husband's debt. For how long a period of time had this been true prior to said date, and for how long a period of time was it true after said date.

9. Please examine the notes attached to these interrogatories as Exhibits "L", "M", "N", "O" and "P", respectively, and state whether or not under the laws of the state of Illinois, at the time these notes purported to be executed, such notes,

since.

6. Please state whether or not you, as trustee, under instruction from The South Western Port Huron Company elected to declare the entire debt, secured by the said mortgage hereto attached and marked Exhibit "Q", due, and whether you elected to foreclose said mortgage.

X 7. Please state whether or not The Port Huron Company of Illinois has, since you were made a trustee in this matter, succeeded to all of the rights and properties of The South Western Port Huron Company, and whether you now hold notes and mortgages as trustee for the Port Huron Company of Illinois.

Interrogatories propounded to the witness,

C. W. Bolton, alone.

1. Please state your name, age and place of residence

2. Please state whether or not on or about the 30th day of March, 1916, you, as a Notary Public, took the acknowledgment of Charlotte S. Myers and William P. Myers, to the mortgage which is attached to these interrogatories, marked Exhibit "Q". If you answer that you did take said acknowledgment, please state whether or not you saw Charlotte S. Myers and William P. Myers execute the same and whether or not the signatures thereto attached are their genuine signatures.

3. Please state where this mortgage was executed, and also state if you know where Mr. and Mrs. Myers then resided.

4. Please examine the Exhibits attached to these interrogatories, marked "L", "M", "N", "O", and "P", and state whether or not they were executed by Mr. and Mrs. Myers in your presence and if so, whether the signatures thereto attached are their genuine signatures, where they were executed and where Mr. and Mrs. Myers resided at that time.

Interrogatories propounded to the witness,

Judge Winslow Evans, alone.

1. Please state your age, place of residence, occupation or profession. If you say that you are a lawyer by profession, then please state whether you are a licensed practitioner

tire debt secured by the mortgage above referred to as Exhibit "A", was declared due for failure to pay said note or any part thereof.

31. Please state whether or not the document hereto attached, marked Exhibit "D", when accepted by your letter of March 31st, 1916, constituted the entire contract between The South Western Port Huron Company, and Mrs. Myers in reference to the sale of the property therein described.

Interrogatories propounded to the Witness

Alfred C. Steenburg, alone.

1. Please state your name, age and place of residence, also your business and what business you were engaged in on the 30th day of March, 1916.

2. Please examine the notes and the mortgage hereto attached, marked Exhibits "L", "M", "N", "O", "P" and "Q", and state whether or not you are the person named therein as trustee of The South Western Port Huron Company.

3. Please state whether said notes were executed in your presence, and if so, whether the signatures to said notes are genuine signatures of Charlotte S. Myers and William P. Myers, also state whether the mortgage, marked Exhibit "Q", was executed in your presence, and whether the signatures thereto purporting to be signatures of Charlotte S. Myers and William P. Myers are their genuine signatures. Please state where each of these documents was executed, and also state where said notes were payable, and whether or not Mr. and Mrs. Myers were residents in the State of Illinois at the time of their execution.

4. Please state whether or not any sum has been paid or should be credited on the principal of said notes, and if so, the amount of this credit and just how it arose, also please give the date from which this credit should be allowed.

5. Please state whether or not Charlotte S. Myers or William P. Myers, has ever paid the interest note due March 30th, 1917, hereto attached and marked Exhibit "M", or any part thereof prior to the filing of the bill of complaint in this cause, or

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amount. Please state whether or not the credit that appears endorsed on the back of these notes, represents the proceeds of the foreclosure of a chattel mortgage, executed by Charlotte S. Myers, and William P. Myers on the machinery described in order No. 7233. Please also state the date of the foreclosure of said mortgage.

25. Please state where each of these notes was executed, also state whether the entire transaction in reference to the sale to Charlotte S. Myers of the machinery described in Exhibits "C" and "D" took place in the State of Illinois, also please state where the notes were made payable and where Mr. and Mrs. Myers resided at the time of the execution of said notes, and at the time of the negotiations leading up to the execution thereof.


26. Please state whether or not the said notes were secured by a mortgage of land in Alabama, and if so, please examine the document hereto attached and marked Exhibit "Q", and state whether or not it is the mortgage given to secure said notes.

27. Please state whether or not the interest note due March 30th, 1917, marked Exhibit "M", has ever been paid or whether any part of said note has ever been paid, and if so, what part.

28. Please state whether or not The Port Huron Company of Illinois was, subsequent to the 15th day of September, 1915, organized as the successor of The South Western Port Huron Company, and also state when it was organized, and whether or not it acquired all of the contracts and properties of every kind and character of The South Western Port Huron Company.

29. Please attach to your answers, the originals of the document or documents transferring the property of The South Western Port Huron Company to the Port Huron Company of Illinois, or if you cannot attach the originals, please state why you cannot, and then attach true copies thereof to your answers, marked for identification.

30. Please state whether or not, on failure to pay the interest note due March 30th, 1917, or any part thereof, the en-



Please state what the investigation of the value of this land disclosed in reference to its true value, and also state whether The South Western Port Huron Company declined order No. 7232, and why?

20. Please examine copy of telegram, marked Exhibit "F" and original telegram, marked Exhibit "G", and state whether The South Western Port Huron Company sent the telegram, marked Exhibit "F", and received in reply thereto, telegram marked Exhibit "G". State whether the original of the telegram marked Exhibit "F", is in your possession, and if not, state whether it is available to you or whether you can produce it to be attached to your deposition; if you can not, then please state why, and if you can produce original, please do so and have it attached to your deposition and marked for identification.

21. Please state whether or not the two orders above referred to as No. 7233, and No. 7232, were separate and distinct orders, also please state whether separate and distinct notes and separate and distinct mortgages were to be given as security for the payment of the purchase price of the machinery referred to therein.

22. Please state whether order No. 7233 was changed in any respect after it was written, or whether it was changed before it was signed by Mrs. Charlotte S. Myers. Explain fully any change made in said order, stating when it was made and why.

23. Please examine the copies of letters hereto attached, marked Exhibit "H", "I", "J" and "K", and state whether the originals of these letters are in your possession, and if not, where the same are. Also please state whether or not your company mailed the originals of these letters, properly addressed, and with proper amount of postage prepaid to Charlotte S. Myers.

24. Please state whether or not the notes hereto attached and marked Exhibits "L", "M", "N", "O" and "P", respectively, were the notes given for the unpaid purchase price of the machinery described in the documents hereto attached and marked Exhibits "C" and "D". If so, please state whether any payment has ever been made thereon, and if so, how it was made. Also please state the

14. Please state whether Charlotte S. Myers and William P. Myers, in pursuance of said arrangement, on or about the 30th day of March, 1916, executed a bill of sale of said machinery to The South Western Port Huron Company, and whether said South Western Port Huron Company surrendered the notes given under the prior sale, and according with said arrangement. If you answer in the affirmative, examine document marked Exhibit "C" and state whether it is the bill of sale referred to by you, and whether you witnessed the signatures of Charlotte S. Myers and William P. Myers, and whether the said signatures are genuine.

15. Please state whether or not on or about March 30th, 1916, you received an order for said machinery from Mrs. Charlotte S. Myers, and if so, examine the document hereto attached, marked Exhibit "D", and state whether that is the order received by you on said date.

16. Please state whether or not on the same date, your company, The South Western Port Huron Company, received another order for other machinery from Charlotte S. Myers, and if you answer in the affirmative, then please examine the documents hereto attached, marked Exhibit "E", and state whether that is the order.

17. Please state whether or not the signature thereto affixed, purporting to be the signature of Charlotte S. Myers, is her genuine signature.

18. Please state whether the company ever approved order No. 7233, Exhibit "D", and also state whether it ever approved order No. 7232, Exhibit "E".

19. Please state whether or not Mrs. Charlotte S. Myers for the purpose of obtaining credit on the two said orders, represented that she owned 160 acres of land in Alabama, which she proposed to mortgage to secure the purchase price of the machinery referred to in said orders, and further represented that said land was worth \$30.00 per acre. Please state whether or not The South Western Port Huron Company investigated the value of this land, and pending said investigation, whether it accepted order No. 7232.

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8. Please state whether or not the above described machinery was delivered and if so, where it was delivered, and state whether all of the purchase price was paid on delivery, or prior thereto, and if not, what part was so paid.

9. Please examine the attached chattel mortgage, marked exhibit "A", and state whether or not it was a mortgage given to secure the unpaid purchase price for the above described machinery.

10. Also examine the attached document marked Exhibit "B", and state whether it was a mortgage on real estate to secure the same notes referred to in the chattel mortgage hereto attached, and marked Exhibit "A".

11. Please state whether or not the signatures to each of the documents, marked Exhibit "A" and Exhibit "B", respectively, are the genuine signatures of Charlotte S. Myers and William P. Myers.

12. Please state where these documents were executed, whether the notes referred to in said two mortgages were executed by Charlotte S. Myers and William P. Myers, and where the notes secured by said documents were made payable, and when same were payable.

13. Please state whether or not on or about the 30th day of March, 1916, Charlotte S. Myers and William P. Myers, entered into an arrangement with The South Western Port Huron Company, by which it was agreed that said Charlotte S. Myers and William P. Myers, should convey the said machinery to The South Western Port Huron Company, and The South Western Port Huron Company would surrender the notes previously given to secure the unpaid purchase price on the prior sale, thereby cancelling said indebtedness, and would sell the said machinery to the said Charlotte S. Myers, accepting new notes on which Mrs. Charlotte S. Myers was to be primarily liable for the entire indebtedness secured by a chattel mortgage on said machinery, and also by a mortgage on real estate of said Charlotte S. Myers, situated in Alabama.

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September, 1915, by which said Charlotte S. Myers, or said William P. Myers, or both of them jointly purchased one Port Huron 21 Compress Horse Power Steam Traction Engine Complete, also one Senior Corn Sheller, No. 2334 complete with 43 Foot drag feeder, one 80 ft. 8 in. ply sawyer belt, one No. 8 tank pump outfit, one 12 barrel 20 gauge galvanized steel tank, one 16 x 27 canvass cover.

5. Please state whether or not a written order was given by said Charlotte S. Myers and said William P. Myers for said machinery and whether or not it was signed by both of said parties, and whether or not it was sold on the credit of both of said parties, or on the credit of only one of said parties, and if on the credit of only one of said parties, then state the name of the one on whose credit said machinery was sold. If you have the original order for said machinery in your possession, please attach the same to your answers and mark it for identification. If you have not the original of said order in your possession, then please state fully and in detail where said original is, if you know, and if you do not know, please state whether or not you have made diligent search therefor in the place or places where it should be, and then if you have a true copy of said ~~of said~~ order, please attach it to your answers, marking it for identification.

6. Please state, if you know, where this transaction took place, that is, whether it took place in the State of Illinois, or elsewhere and the name of the place or places at which all negotiations took place, and also state specifically whether all negotiations for the sale of said property took place in the State of Illinois.

7. Please state whether or not at the time of the transaction above referred to, and at the time of the negotiations leading up to said transactions, Charlotte S. Myers and William P. Myers resided in the State of Illinois, and if so, at what place.

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ALFRED C. STEENBURG,  
as trustee,  
Complainant,

-vs-

CHARLOTTE S. MYERS  
and WILLIAM P. MYERS,  
Respondents.

CIRCUIT COURT OF BALDWIN COUNTY

IN EQUITY NO. 55.

Now comes the complainant in the above entitled cause and propounds interrogatories to the following named witnesses, who are material witnesses on his behalf, and who reside in the State of Illinois, namely: M. H. Grosbie, who resides at Peoria, in the State of Illinois, C. W. Bolton, who resides at Farmington, Illinois, Alfred C. Steenburg, who resides at Farmington, Illinois, and Judge Winslow Evans, who resides in Peoria, Illinois.

Interrogatories propounded by the complainant to

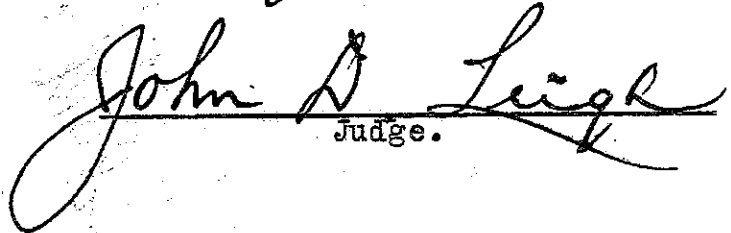
M. H. Grosbie, alone.

1. Please state your name, age, place of residence and business, and state what your business was on September 25th, 1915.
2. Please state what connection, if any, you had with the South Western Port Huron Company on and prior to September 25th, 1915, and how long you had been connected with said company.
3. Please state whether or not said company was a corporation or a co-partnership, and if you say it was a corporation, then state where it was incorporated. Also, please state whether or not it was doing business in the state of Illinois on and prior to September 25th, 1915, and whether it had an office at Peoria, Illinois or elsewhere in said state, for the transaction of its business.
4. Please state whether or not you in any way participated in, or are familiar with the transaction between Charlotte S. Myers and William P. Myers, on or about the 25th day of

said decree and the payment of costs;

IT IS NOW ORDERED, adjudged and decreed that the complainant in said cause, namely: Alfred C. Steenburg, as Trustee, do have and recover of the respondents, Charlotte S. Myers and William P. Myers the aforesaid sum of Seven Hundred and Twenty-eight and 28/100 (\$728.28) Dollars for which let execution issue. //

Dated this 12<sup>th</sup> day of May, 1922.

  
Judge.

Blanford

or

Meyer

---

Diesel

---

Filed May 23/1927  
J. W. Coleman  
Register



ALFRED C. STEENBURG, as  
Trustee,  
Complainant,  
vs  
CHARLOTTE S. MYERS et als,  
Respondents.

CIRCUIT COURT OF BALDWIN  
COUNTY

IN EQUITY NO. \_\_\_\_\_

The report of the Register of the sale of land, namely:

"Northeast Quarter of Section Nine (9) Township Three  
(3) South of Range Three (3) East of the Saint Stephens  
Meridian, containing One Hundred Sixty-one and 10/100  
(161.10) acres in Baldwin County, Alabama;"

which said sale was made under and pursuant to the decrees of  
this Court in the above entitled cause, having been read and laid  
over for exceptions for five days, and no exceptions having been  
filed to said report, and it appearing to the court that the  
said sale was made in accordance with the terms of said decrees  
and that the bid has been paid;

IT IS ORDERED, adjudged and decreed that the said report  
be and the same is hereby in all things confirmed and the Reg-  
ister is hereby ordered and directed forthwith to execute and  
deliver a deed to the purchaser at said sale, namely: The Port  
Huron Company of Illinois, Inc.;

And it further appearing to the court from the report  
of the Register and from the file in this cause that the prop-  
erty was sold for the sum of Five Hundred Dollars (\$500.00);  
that the costs of said cause amounted to the sum of One Hun-  
dred Fifty-five and 47/100 (\$155.47) Dollars which were taxed  
against respondents and that the judgment heretofore rendered  
fixed the indebtedness of the respondents at the sum of Nine  
Hundred Forty-two and 75/100 (\$942.75) Dollars, which, with  
interest at eight per cent (8%) per annum from the date of the  
decree heretofore rendered by this court, namely, the 28th day  
of July, 1920, amounts to the sum of One Thousand Seventy-two  
and 81/100 (\$1072.81) Dollars and that there is a deficiency  
of Seven Hundred and Twenty-eight and 28/100 (\$728.28) Dollars  
after applying the amount bid and received from said sale to

cient to pay the entire decree with interest and costs, that the costs in said cause amount to the sum of One Hundred and Fifty-five and 47/100 (\$155.47) Dollars, and the decree with interest from its date, to the sum of One Thousand Seventy-two and 81/100 (\$1072.81) Dollars.

WHEREFORE, the undersigned Register respectfully prays that this report of sale be confirmed by the Court. //

Dated at Bay Minette this 24<sup>th</sup> day of April, 1922.

D. W. Richardson  
Register.

Steensburg

12

Meyers

Register Report

ALFRED C. STEENBURG, as  
Trustee,  
Complainant,

vs

CHARLOTTE S. MYERS et als,  
Respondent.

CIRCUIT COURT OF BALDWIN  
COUNTY.

IN EQUITY NO. \_\_\_\_\_

Now comes T. W. Richerson, Register of the Circuit Court of Baldwin County and respectfully reports to the Court that under and pursuant to the decree of July 28, 1920 rendered in the above entitled cause and the decree of this Court supplemental thereto, I offered for sale at 12:00 o'clock M on the 2nd day of January 1922 at public auction to the highest bidder for cash at the Court House door of Baldwin County, Alabama, after having first given notice of the time, place and terms of sale, with a description of the property, by advertisement once a week for four consecutive weeks in the Baldwin County Times, a newspaper published in Baldwin County, Alabama, in exact accordance with said decrees, the following described property, situate in Baldwin County, Alabama and more particularly described as follows:-

"Northeast Quarter (NE $\frac{1}{4}$ ) of Section Nine (9), Township 3 South of Range 3 East of the Saint Stephens Meridian containing One Hundred Sixty-one and 10/100 (161.10) acres."

I further report that at said sale The Port Huron Company of Illinois, Inc., was the highest, best and last bidder for said property and said property was sold by me to said The Port Huron Company of Illinois, Inc., for the sum of Five Hundred (\$500.00) Dollars and that <sup>said</sup> sale was fairly conducted in all respects in accordance with the said decrees of this Court. I further report that said bid has been paid by said The Port Huron Company of Illinois, Inc., but that said sum is insuffi-

In Equity  
Alfred C. Steenburg  
Compt.

vs.

Charlotte S. Myers  
Respondent  
Answer and Cross Bill of  
Charlotte S. Myers.

Filed 2/26-18  
T. W. Riccison  
Registrar

Re-filed 6/24-18  
T. W. Riccison  
Registrar

---

RICKARBY, AUSTILE & BEEBE  
Lawyers  
Bay Minette, Alabama

*[Handwritten signature]*

should Cross-respondent fail to do so, forthwith, that the Register of this court be authorized to mark said mortgage record cancelled so as to be no longer a cloud upon Cross-complainant's title; that Cross-respondent be further ordered to return to Cross-complainant the unrecorded mortgage heretofore given by her in September, 1915, and that she have such other further and different relief as this Honorable court may find to be her due and as to equity may seem meet.

And as in duty bound, Cross-complainant will ever pray, etc.

*Rickaby, Austill & Bebe*  
Solicitors for Respondent and Cross-Complainant.

NOTE: The Cross-respondent is required to answer every allegation of the foregoing cross-bill, but oath to his answer is hereby expressly waived.

*Rickaby, Austill & Bebe*  
Solicitors for Cross-complainant.

*We hereby accept service of above and answer foregoing Cross bill this 1st day of May, 1918.  
Hans J. Smith  
Sols for Complainant*

property for which the alleged mortgage was given in payment or security, was at the time, the property of WILLIAM P. MYERS, and not of Complainant's Principal.

That said transaction is void for failure of consideration:

A--Because Complainant's Principal failed to put the engine in good repair as agreed.

B--Because Complainant's Principal refused to deliver the separator and other machinery, the additional purchase of which was the material consideration of the transaction of March 30th, 1916.

That the mortgage sued upon is void in toto because the entire transactions shows on its face and was known by all parties to be a transaction whereby WILLIAM P. MYERS was the real purchaser and beneficiary of the alleged sale and the use of Respondent's name, as nominal purchaser, was a subterfuge to make Respondent liable for the debt of her husband for which she or her lands cannot be held directly or indirectly, according to law.

The premises considered, Respondent and Cross-complainant prays that the bill in this cause be dismissed and that she be allowed to go thence with her reasonable costs in this behalf expended, that this her answer be taken as a cross-bill; that Cross-respondent, ALFRED C. STEENBURG, as trustee, be made a party thereto by proper process and required to answer same within the time required by law, and that upon the hearing of this cause, Cross-respondent be ordered to return to Cross-complainant the mortgage here sought to be foreclosed, together with the notes described therein, that same be declared void and of no effect and Cross-respondent be ordered to mark said mortgage "cancelled" upon the Probate Records of Baldwin County; that

used by the said WILLIAM P. MYERS and was thereby rendered practically worthless to him.

NINTH: That after the papers had been signed for the transaction of March 30th, 1916, out of which the instant mortgage issued, Complainant's Principal, on to-wit April 19th, by letter confirmed April 21st, refused to deliver to WILLIAM P. MYERS, or to Respondent, the separator and other machinery which was the material inducement for the transaction of March 30th, and this said refusal together with the failure to put the engine in proper operating condition, completely debarred the said WILLIAM P. MYERS from carrying out his contracts and carrying on his business as a public thresherman, causing him to lose a large sum of money.

TENTH: That on or about the latter part of May or first of June, 1916, Complainant's Principal took possession of the engine and other machinery alleged to have been sold to Respondent and originally sold to WILLIAM P. MYERS, but what disposition was made thereof Respondent does not know of her personal knowledge, though she has been informed that this was nominally foreclosed on under the contemporaneous chattel mortgage and bought in at his own figure by Complainant's Principal at such alleged foreclosure.

ELEVENTH: That the property alleged to have been sold by Complainant's Principal to Respondent, namely the engine and other machinery originally sold to WILLIAM P. MYERS was not at the time of such alleged sale the property of Complainant or his principal in that the transfer back by WILLIAM P. MYERS was not consummated for want of consideration, the first mortgage signed by Respondent, the return of which was the consideration of the alleged sale never having been re-delivered or returned.

TWELFTH: Respondent further states that the transaction upon which the debt secured by the alleged mortgage here sued on, is based, is void for want of consideration, because the



(3)

conducted in the name of Respondent instead of her husband. In pursuance of this arrangement, the said WILLIAM P. MYERS, agreed to return the machinery heretofore bought, in consideration of the return to him of his notes and of the original mortgage on Complainant's realty. That thereupon a new contract was made wherein the original machinery sold to WILLIAM P. MYERS in September was apparently sold to Complainant and the mortgage here sued upon given by her as security for the payment therefor and the separator and additional machinery, inclusion of which was the consideration for the second transaction, was nominally conveyed to Respondent and a chattel mortgage given for all the machinery as security; it being well known, however, to Complainant's principal, that Respondent's husband, WILLIAM P. MYERS, was to use and operate all of said machinery in his business and to be the beneficiary of such sale, and that a material part of the consideration for the new trade was the sale of the separator, feeder and wind stacker, and certain repairs to the engine originally sold.

SEVENTH: That in drawing up the papers for the second transaction, Complainant's Principal inserted in the order for the machinery originally purchased by WILLIAM P. MYERS, and claimed to have been returned to the Southwestern Port Huron Company, without the knowledge of Respondent or her husband, the words "Where it is and as it is", thereby changing materially the understanding of the contract entered into in good faith by Respondent and WILLIAM P. MYERS.

EIGHTH: That WILLIAM P. MYERS, after the transaction of March 30th, 1916, made demand upon Complainant's Principal to put said machinery in good order as was verbally understood between them, but that said principal then failed or refused to make such repairs and for this reason said engine could not be operated or

the actual and beneficial, if not the nominal complaint.

FIFTH: Respondent says that she is not indebted to Complainant in any sum whatsoever, for the reason that the debt sued upon, if any there be, which she does not here admit, is not her debt but that if her husband, WILLIAM P. MYERS, and the Complainant is endeavoring to make her responsible as surety for the debt of her said husband. She further shows that in the month of September, 1915, Complainant's Principal, the Southwestern-Port Huron Company, sold to WILLIAM P. MYERS, the husband of respondent, a re-built Port Huron engine and corn-sheller, belt tank, pump and cover for the sum of, approximately, \$1,800.00, and as security for the payment of said sum, at the request of her husband, WILLIAM P. MYERS, she gave a mortgage upon 161 acres of land in Baldwin County, Alabama, owned by her and being that land described in paragraph SECOND of this bill; namely, the N.E. Quarter of Section 9, Township 3 South of Range 3 East, which said mortgage she is informed has not been put on record in Baldwin County. That Respondent is a married woman, the wife of the said WILLIAM P. MYERS, and not engaged in any industrial occupation whatever, but that her said husband, WILLIAM P. MYERS, was at the time of the transactions here related, engaged in the business of a public thresherman, operating threshing and corn-shelling machinery for the public for pay.

SIXTH: That in the month of March, 1916, WILLIAM P. MYERS, finding the plant he was then operating inadequate, and desiring to purchase from Complainant's Principal a separator and other necessary machinery, entered into further negotiations with the Southwestern-Port Huron Company, to purchase a separator, feeder and wind stacker, with necessary appurtenances, to be delivered June 1st following, and which said Company agreed to furnish provided that the trade should be

✓

Steanberg, Trustee,  
Complainant

VS

Charlotte Myers and  
William Myers,  
Respondents .

In the Circuit Court of Baldwin  
County, Alabama.

Sitting in Equity.

Come the defendants in the above styled cause and  
demur to the bill of complaint therein and as grounds therefor  
say there is no equity in the said bill of complaint.

*Richardby, Arstille & Beebe*  
Attorneys for Defendants

No. 55

2nd

Steanberg, trustee,

vs

Charlotte Myers, et al.

D E M U R R E R

Filed this 6th day of Dec.  
1917.

*D. W. Neilson*

Register

Rickerby, Austill & Beebe,  
Attorneys

ALFRED C. STEENBURG,  
COMPLAINANT AND CROSS RESPONDENT

VS  
CHARLOTTE S. MYERS,  
RESPONDENT AND CROSS COMPLAINANT  
WILLIAM P. MYERS,  
RESPONDENT.

NO. 55  
IN EQUITY  
IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

The answer and cross-bill of CHARLOTTE S. MYERS, one of the respondents to the bill of complaint in the above entitled cause shows unto your Honor:

FIRST: Respondent and Cross-complainant admits the allegations of the first paragraph of the bill as to the age and places of residence of the parties to this cause.

SECOND: Respondent admits execution of the mortgage described in the second paragraph of the bill as set out in Exhibit "A", and purporting to encumber the land described in the second paragraph.

THIRD: Respondent denies that part of the third paragraph of the bill, avering that she paid on the principal note secured by the mortgage, the sum of \$1,169.16, but says that if there is any credit on said note she is informed that it is from the alleged sale of the personal property, covered by a chattel mortgage of even date with the realty mortgage here sued on. Respondent further says that she is not indebted to Complainant in any sum whatsoever, either for principal or interest, for the reasons hereinafter set forth in this, her answer and cross-bill. She admits that the matter quoted by Complainant in said third paragraph is stated in the alleged mortgage sued upon, but denies that she is in any default under said mortgage or that same is valid and binding upon her or her lands.

FOURTH: That Complainant in this cause, claiming to sue as Trustee, is acting for and in behalf of the Southwestern-Port Huron Company, of Peoria, Illinois, dealers in farm machinery at that point, but whether a partnership or corporation, Complainant is not informed, but which concern is

HARRY T. SMITH & CAFFEY  
ATTORNEYS AT LAW  
716-722 NATIONAL CITY BANK BUILDING  
MOBILE, ALA.

HARRY T. SMITH,  
WILLIAM G. CAFFEY.

April

21st.

1921.

Mr. E. W. Richerson, Clerk,  
Circuit Court of Baldwin County,  
Bay Minette, Alabama.

Dear Sir:-

We find that our original check of the record in the case of Myers vs. Steenburg was correct and that the depositions of M. H. Crosbie and D. C. Kinch, filed March 19th, 1919, are not included in the record. We have obtained an agreement from Messrs. Rickarby and Beebe to the effect that you may incorporate these depositions in a supplemental record. You suggested that we send you a form for this supplemental record. We enclose herewith form which we think will sufficiently cover the matter. We would thank you to make up this supplemental record, including in it the agreement between the solicitors which we herewith enclose and the two depositions referred to in the agreement. You have already incorporated the interrogatories in the original transcript, so that it is only necessary for you to copy into the supplemental record the answers to the interrogatories, that is the depositions themselves. You should certify that these depositions were offered and noted in evidence

Page 2.

by the Appellee, that they constitute a part of the record in the cause, but were inadvertently omitted from the original transcript.

Very truly yours,

*Harry J. Smith Coffey*

Enc. 1

WGC:LBC

F O R M

SUPPLEMENTAL RECORD OF PROCEEDINGS HAD IN  
THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA,  
EQUITY SIDE, IN THE CAUSE OF ALFRED C. STEEN-  
BURG, AS TRUSTEE, COMPLAINANT, AGAINST CHAR-  
LOTTE S. MYERS AND WILLIAM P. MYERS, RESPON-  
DENTS, MADE UNDER AND PURSUANT TO THE FOLLOW-  
ING AGREEMENT OF THE SOLICITORS OF RECORD IN  
THE ABOVE ENTITLED CAUSE:

(Here set out agreement).

After the agreement add the following:

"Deposition of M. H. Crosbie"

(Here set out deposition).

After this add the following:

"Deposition of D. C. Kinch"

(Here set out deposition).

Then add certificate.



# THE BALDWIN TIMES

ABNER J. SMITH, PROPRIETOR

DEVOTED TO THE INTEREST OF BALDWIN COUNTY AND HER PEOPLE

PUBLISHED EVERY THURSDAY

SUBSCRIPTION: \$1.00 PER YEAR IN ADVANCE

ADVERTISING RATES ON APPLICATION

TELEPHONE No. 7, LOCAL AND LONG DISTANCE

BAY MINETTE, ALA.,

## AFFIDAVIT OF PUBLICATION

STATE OF ALABAMA,  
BALDWIN COUNTY.

W. M. Moore, being duly sworn, deposes and says that he is the FOREMAN of THE BALDWIN TIMES, a Weekly Newspaper published at Bay Minette, Baldwin County, Alabama; that the notice hereto attached of

SALE UNDER TERMS OF DECREE

Albert G. Steenberg, Complainant

VS

Charlotte S. Meyers, et al Respondents

Was published in said Newspaper for 4 consecutive weeks in the following issues:

Date of first publication	<u>December 1st, 1921</u>	Vol. <u>32</u>	No. <u>42</u>
“ “ second “	<u>December 8th, 1921</u>	Vol. <u>32</u>	No. <u>43</u>
“ “ third “	<u>December 15th, 1921</u>	Vol. <u>32</u>	No. <u>44</u>
“ “ fourth “	<u>December 22nd, 1921</u>	Vol. <u>32</u>	No. <u>45</u>

Subscribed and sworn to before the undersigned

this 30 day of Dec 1921.

T. W. Richerson  
Clerk Circuit Court.

W. M. Moore  
Foreman.

**NOTICE**  
 Notice is hereby given that I will under the terms of the decree July 28, 1920, and of the order of the 23rd day of November, 1921, entered and entered in the cause of Alfred C. Steenberg, as Trustee, Complainant, against Charlotte S. Meyers et als, Respondents, Number 10 in Equity in the Circuit Court Baldwin County, Alabama, at public outcry for cash to the highest bidder, at the Court House of Baldwin County, Alabama, on January 2nd, 1921, at 12 o'clock M., the following described property, situate in Baldwin County, Alabama, viz:  
 Northeast quarter of Section Nine Township Three (3) South of Range Three (3) East of Saint Stephens Meridian, containing One hundred and Sixty-one and 10/100 (11.10) acres.  
 December 1, 1921  
 T. W. Richerson,  
 Register.

Kleenburg

Filed Dec 30/92  
D. W. McInnis  
Clerk

1

STATE OF ALABAMA, )  
BALDWIN COUNTY. )

Before me, \_\_\_\_\_ a notary public in and  
for said County and State, this day personally appeared  
\_\_\_\_\_, who is known to me and who being by me  
first duly sworn, deposes and says that he was acquainted  
with Isaac Steele and his wife Mary Steele on the 19th day  
of October 1904, and that on said date, the said Isaac Steele  
and wife occupied and used as a homestead the whole of the  
East half of Southwest quarter of Section twelve, Township  
Eight South of Range Three East, in Baldwin County, Alabama.

Sworn to and subscribed before me, this the \_\_\_\_\_ day of August,  
1919.

Notary Public, Baldwin Co. Ala.

State of Alabama, )  
Baldwin County. )

Before me, \_\_\_\_\_, a notary public, in and  
for said County and State, this day personally appeared  
\_\_\_\_\_, who is known to me and who being by me first  
duly sworn, deposes and says that he knew Isaac Steele during  
his life time, that the said Isaac Steele died on or about  
the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

Sworn to and subscribed before me this \_\_\_\_\_ day of August, 1919.

Notary Public, Baldwin Co. Ala.

State of Alabama, )  
Baldwin County. )

Before me \_\_\_\_\_, a notary public in and  
for said County and State, this day personally appeared  
\_\_\_\_\_, who is known to me and who being by me first duly  
sworn deposes and says that he knew Mary Steele, who was the  
wife of Isaac Steele; that the said Mary Steele is dead, hav-  
ing died on or about the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

Sworn to and subscribed before me this August \_\_\_\_\_, 1919.

Notary Public, Baldwin Co. Ala.

THE STATE OF ALABAMA—JUDICIAL DEPARTMENT

THE SUPREME COURT OF ALABAMA

1 Div., No. 172

Charlotte S. Dupes, Appellant,

vs.

Alfred C. Steenberg, Appellee,

From Baldwin Circuit (Cg) Court.

The State of Alabama,  
City and County of Montgomery.

I, Robert F. Ligon, Clerk of the Supreme Court of Alabama, do hereby certify that the foregoing pages, numbered from one to 5 inclusive, contain a full, true and correct copy of the opinion of said Supreme Court in the above stated cause, as the same appears and remains of record and on file in this office.

Witness, Robert F. Ligon, Clerk of the Supreme

Court of Alabama, at the Capitol, this the

18 day of Oct., 1921

Robert F. Ligon

Clerk of the Supreme Court of Alabama.

200 Ala 487

90-30-302

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The Supreme Court of Alabama

OCTOBER TERM, 1921-22

1 Div., No. 172

*Charlotte S. Ingers*

Appellant,

vs.

*Alfred C. Steenberg*

Appellee.

From *Baldwin Cct.* Court.

*(Cg)*

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COPY OF OPINION

Brown Printing Co., Montgomery, 9255

*Filed Oct 19th 1921*

*W. H. McIlwain*  
*Clerk.*

OCT 13 1921

15

THE STATE OF ALABAMA - - - - JUDICIAL DEPARTMENT

THE SUPREME COURT OF ALABAMA

OCTOBER TERM, 1921-22.

1 Div. 173.

Charlotte S. Myers

v.

Alfred C. Steenberg,

Appeal from Baldwin Circuit Court  
(In Equity).

MILLER, J.

Alfred C. Steenberg as trustee and mortgagee files this suit in equity against Charlotte S. Myers and her husband, William P. Myers, the mortgagors, to foreclose a mortgage or deed of trust on real estate in Baldwin County. The complainant is trustee for a corporation known as Southwestern Port Huron Company. Its name was afterwards changed to Port Huron Company. It succeeded to all the rights and property of the former corporation. William P. Myers makes no defense. There was decree pro confesso against him. Charlotte S. Myers files answer and cross-bill, alleging the real estate mortgaged was her separate estate; that the mortgage was without consideration; the debt, if any, secured by the mortgage was her husband's and she was surety; and that the mortgage being thereby void should be cancelled as a cloud on her title. The complainant admits the real estate is her separate property, but avers the debt secured by the mortgage on it is her individual or joint and several debt with her husband. There was a decree by the court below fixing the amount of the mortgage debt, finding the wife legally liable there-

2.

for, and directing her real estate therein to be sold to pay it. From this decree Charlotte S. Myers appeals, and it is assigned as error.

The wife shall not become surety, directly or indirectly, for the husband. If she does the notes and mortgage evidencing it are void as to her and her separate property.--Richardson v. Simpson, 123 Ala. 301; § 4437, Code 1907.

The execution of the notes and mortgage are admitted. They are introduced in evidence. Their faces purport a joint obligation of the wife and husband. This being true, a prima facie case of joint and several liability is made by complainant.--Griffin v. Law, 196 Ala. 213. This places the burden of proof on the wife who assails the notes and mortgage, to establish their invalidity by showing there was no consideration for them or the debt was that of the husband only, and not their joint obligation; that she was surety only.--Intestate Banky. Harley, 179 Ala. 186; Hall v. Gordon, 139 Ala. 301. The evidence must be clear and convincing to overcome this prima facie presumption created by the introduction of the notes and mortgage, their joint execution with their written recitals of a joint obligation therein. Without such clear and convincing proof the courts can and will not declare such instruments null and void.--Maxwell v. Herzfeld, 149 Ala. 67; Gafford v. Sparker, 125 Ala. 408.

Charlotte S. Myers and her husband are non-residents. They reside in the state of Illinois. They were in that state when the notes and mortgage were executed. The complainant's corporation was doing business in Illinois. All the transactions involved in this litigation were consummated there between the parties to this cause. This mortgage contains this clause:

"And it is hereby agreed and declared that this indenture and the notes secured hereby, are made under and are in all respects to be construed by the laws of the State of Alabama."

Similar statements in mortgages have been considered and construed by this Court in connection with the particular facts of each case to determine by what law the contract is governed.--Ashurst v. Ashurst, 119 Ala. 219; A.F.L.M.Co. v. Sewell, 92 Ala. 163; Falls v. The Loan Co., 97 Ala. 417. In Alabama we have a statute that fixes the lex loci of the contract, so far as it applies to

3.

real estate in Alabama of the wife, she being at the time a non-resident. It reads:

"All contracts concerning real property, situated in this State entered into by married women who are not residents of this State at the time of entering into such contracts have the same force and validity as if such contracts were made by married women residing in this State." § 4500, Code 1907.

So this makes the law of Alabama applicable under the facts of this case relating to the venue of the contract. When the facts are found from the evidence on the issues by the court, it must apply the law of Alabama to them. Thus it becomes a question of fact to be determined by the court from the evidence.

Has Charlotte S. Myers overcome by clear and convincing proof the presumption of liability, joint liability, placed on her by law under the evidence of complainant? The testimony is in sharp conflict. There is deposition testimony on each side and written documentary evidence by each party, indicating the correctness of the contentions averred by each in the issues. Many of the original papers, numerous in number, are here for us to inspect and consider. We have done so. The real consideration of this transaction is the purchase price of machinery to shell corn. The Port Huron Company manufactured and sold machinery. William P. Myers alone made application in writing to Port Huron Company to purchase this machinery for \$1800 to be secured by mortgage on it. It was declined. Afterwards, William P. Myers and Charlotte S. Myers made written application to the company to purchase it for \$1800, secured by their joint notes by chattel mortgage on the machinery and by real estate mortgage on this land in Baldwin County. This application was approved. The machinery was shipped; consigned by the company to itself at place of defendants. The bill of lading was sent to a bank there to be delivered to William P. Myers when he and Charlotte S. Myers executed notes for the purchase price, secured by chattel mortgage on the machinery and real estate mortgage on Baldwin County land, as agreed in and in accordance with the application. All papers were properly executed and returned to the company, and the machinery was delivered.



After the expiration of six or seven months the defendants by bill of sale in writing conveyed said machinery to Port Huron Company; the consideration being a credit on their purchase money debt. Charlotte S. Myers then alone made written application to purchase it, which was approved. She gave her notes, signed by herself and husband, to complainant, secured by chattel mortgage on the machinery and real estate mortgage on the land in Baldwin County. All the papers were properly executed and delivered. This is the real estate mortgage complainant is attempting to foreclose by this suit.

At the same time this application to purchase this machinery was made by Mrs. Myers she made another and separate application in writing to purchase more and new machinery for \$1095.35, and sent the company note executed by herself and husband for it, secured also by another mortgage on this land in Baldwin County. This application was not approved and the notes and mortgage were returned, as the security was insufficient. Later Mrs. Myers wrote the company she declined to accept the other machinery as it refused to approve the other application. The husband ~~and~~ wife continued in possession of the machinery and used it. This machinery was some time afterwards sold under the chattel mortgage, and the proceeds credited on the purchase money secured by this real estate mortgage.

There is much evidence, ppa and ppp, by depositions and by letters. We have read and considered all of them carefully. In our opinion Charlotte S. Myers did not overcome and discharge the burden of proof. It will serve no good purpose and consume too much time and make this opinion too long to analyze this entire testimony for the purpose of showing how and why we reached this conclusion.

The Port Huron Company refused to sell this machinery to the husband alone. Her joint application with her husband to become the purchasers, with her property, secured the sale. Without her application and her mortgage on this land, there would have been no sale and no debt. This is clear and convincing from the testimony. Thus she became jointly liable with her husband, as principals. In the second transaction she became simply liable for the debt for which she formerly was jointly liable with her husband. This renders

5.

her, from the evidence, liable under both transactions. The court below by its decree found that the amount due was for balance of purchase money for the machinery, plus ten per cent. attorney's fee, that Charlotte S. Myers owed it, that this mortgage on the land secured it and directed that the land be sold to pay it.

In this, the court did not err in its decree.

Affirmed.

Anderson, C.J., Sayre and Gardner, JJ., concur.



sale as follows: (a) To the payment of all the cost of this cause; (b) to the payment of the sum of Ninety Hundred Forty-two and 75/100 Dollars (\$942.75) found to be owing to the complainant and cross-respondent, Alfred C. Steenburg, together with interest on said sum at eight per cent per annum from the date hereof; and lastly, should any balance of said proceeds then remain, the same shall be paid over to the respondent and cross-complainant, Charlotte S. Myers, or her proper representative; and should the proceeds derived from said sale be insufficient to pay all of the above amounts, respectively mentioned, decree will be rendered in favor of the complainant and cross-respondent, Alfred C. Steenburg, and against the respondent and cross-complainant, Charlotte S. Myers for the balance remaining unpaid.

IT IS FURTHER ORDERED, ADJUDGED and DECREED by the court that the cross-bill of the said Charlotte S. Myers, as such, be, and the same is hereby dismissed, but is allowed to stand as an answer.

IT IS FURTHER ORDERED, ADJUDGED and DECREED by the court that all other matters and questions are hereby reserved for such orders and decrees as may hereafter be deemed to be advisable.

ORDERED, ADJUDGED and DECREED out of Term Time, but in open court, this, the 28th day of July, 1920.

*John D. Leigh*  
\_\_\_\_\_  
Judge.

22nd

State of Alabama  
Baldwin County

Alfred G. Steenberg  
Comp etc  
vs

Charlotte S Meyers  
et al, Resp't etc

Decree

Filed July 29th/1920

J. W. Williamson  
Register

Decree Recorded  
on Minutes

RECORDED

018

022

019

9

-58

proceeds to pass upon and fix the amount of said indebtedness, and finds that the respondent and cross-complainant, Charlotte S. Myers, and the respondent, William P. Myers, are jointly and severally indebted to complainant and cross-respondent on account of said mortgage in the sum of Eight Hundred Fifty-seven and 05/100 Dollars (\$857.05) principal, and interest to the date hereof; and that the sum of Eighty-five and 70/100 Dollars (\$85.70) is solicitors' fees to be awarded complainant and cross-respondent in said cause, said mortgage providing for a solicitor's fee of ten per cent of the amount of the indebtedness above mentioned and secured by said mortgage; the total amount of the indebtedness secured by said mortgage, together with the said solicitors' fees of ten per cent allowed for Harry T. Smith & Caffey, solicitors of record for complainant and cross-respondent, being Nine Hundred Forty-two and 75/100 Dollars (\$942.75).

IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED that each and all of the objections made by the respondent and cross-complainant to the evidence in this cause be, and the same are hereby overruled.

IT IS FURTHER ORDERED, ADJUDGED and DECREED by the court as follows:

1. That the amount secured by said mortgage, and due the complainant and cross-respondent on account of the debt secured by said mortgage, is Nine Hundred Forty-two and 75/100 Dollars (\$942.75), and that the same is past due.

2. That the respondent and cross-complainant, Charlotte S. Myers, and respondent, William P. Myers, be, and both of them are hereby foreclosed of any and all interest in and to property hereinafter described, and that unless payment is made by said respondent and cross-complainant, Charlotte S. Myers, or by said respondent, William P. Myers, as hereinafter provided, said property be sold for the payment of the cost in this pro-

ceeding, and of the debt secured by said mortgage.

3. That the respondent and cross-complainant, Charlotte S. Myers, and the respondent, William P. Myers, are allowed forty days from this date within which to pay in full the indebtedness of Nine Hundred Forty-two and 75/100 Dollars (\$942.75), together with the interest thereon at the rate of eight per cent per annum from date of this decree, and all cost of this proceeding; and upon making said payment within said time, the same shall operate as a full and complete redemption of the hereinafter described property from said mortgage.

4. That if said property be not redeemed by the respondent and cross-complainant, Charlotte S. Myers, or by the respondent, William P. Myers, within said forty days from this date, as hereinabove authorized, the register of this court will proceed to sell, in the manner and under the directions hereinafter set out, all of the property embraced in said mortgage, situate in the County of Baldwin, State of Alabama, and described as follows:

North East Quarter of Section Nine (9), Township Three (3) South, of Range Three (3) East, of the St. Stephens Meridian, containing one hundred sixty-one and 10/100 (161.10) acres;

and that not later than eighty days after and from this date, if said redemption be not made, the register shall sell all of the above described property, at public auction, to the highest bidder for cash, at the Court House door of Baldwin County, Alabama, after having first given notice of the time, place and terms of sale, with a description of the property, by advertisement once a week for four consecutive weeks, in some newspaper published in Baldwin County, Alabama; that the register, promptly after making said sale, report the same to this court for its confirmation or rejection; that if the sale be confirmed, the register shall forthwith execute a proper conveyance to the purchaser, and shall apply the proceeds derived from said

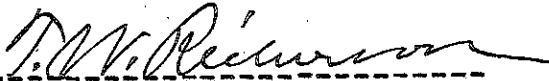
ORDERED, ADJUDGED and DECREED out of TERM TIME, but in open court,  
this, the 28th, day of July, 1920.

John D Leigh, Judge.  
-----

-----  
The State of Alabama, )  
Baldwin County. )

Circuit Court, In Equity.

-----  
I. T. W. Richerson, Register of said  
Circuit Court, of said County, Alabama, do hereby certify that  
the above is a full, true and correct copy of the decree  
rendered by said Court on the 28th, day of July, 1920, in the  
cause of Alfred C Stoenburg, Complainant and Cross - Respondent.  
--vs Charlotte S Myers, Respondent and Cross- Complainant,  
William P Myers, Respondent, as appears of record in said Court.  
Witness my hand and the seal of said Court, this the 29th, day  
of July, 1920.

  
-----  
Register.



authorized, the register of this court will proceed to sell, in the manner and under the directions hereinafter set out, all of the property embraced in said mortgage, situate in the County of Baldwin, State of Alabama, and described as follows:

North East Quarter of Section Nine (9), Township Three (3) South, of Range Three (3) East, of the St Stephens Meridian, containing one hundred sixty-one and 10/100 (161.10) acres; and that not later than eighty days after and from this date, if said redemption be not made, the register shall sell all of the above described property, at public auction, to the highest bidder for cash, at the Court House door of Baldwin County, Alabama, after having first given notice of the time, place and terms of sale, with a description of the property, by advertisement once a week for four consecutive weeks, in some newspaper published in Baldwin County, Alabama; that the register, promptly after making said sale, report the same to this court for its confirmation or rejection; that if the sale be confirmed, the register shall forthwith execute a proper conveyance to the purchaser, and shall apply the proceeds derived from said sale as follows: (a) To the payment of all the cost of this cause; (b) to the payment of the sum of Nine Hundred Forty-two and 75/100 Dollars (\$942.75) found to be owing to the complainant and cross respondent, Alfred C Steenburg, together with interest on said sum at eight per cent per annum from the date hereof; and lastly, should any balance of said proceeds then remain, the same shall be paid over to the respondent and cross-complainant, Charlotte S Myers, or her proper representative; and should the proceeds derived from said sale be insufficient to pay all of the above amounts, respectively mentioned, decree will be rendered in favor of the complainant and cross-respondent, Alfred C Steenburg, and against the respondent and cross-complainant, Charlotte S Myers, for the balance remaining unpaid.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that the cross-bill of the said Charlotte S Myers, as such, be, and the same is hereby dismissed, but it is allowed to stand as an answer.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that all other matters and questions are hereby reserved for such orders and decrees as may hereafter be deemed to be advisable.

solicitor's fee of ten per cent of the amount of the indebtedness above mentioned and secured by said mortgage; the total amount of the indebtedness secured by said mortgage, together with the said solicitors' fees of ten per cent allowed for Harry T Smith & Caffey, solicitors of record for complainant and cross-respondent, being Nine Hundred Forty-two and 75/100 Dollars (\$942.75).

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that each and all of the objections made by the respondent and cross-complainant to the evidence in this cause be, and the same are hereby overruled.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court as follows:

1. That the amount secured by said mortgage, and due the complainant and cross-respondent on account of the debt secured by said mortgage, is Nine Hundred Forty-two and 75/100 Dollars (\$942.75). and that the same is past due.

2. That the respondent and cross-complainant, Charlotte S Myers, and respondent, William P Myers, be, and both of them are hereby foreclosed of any and all interest in and to property hereinafter described, and that unless payment is made by said respondent and cross-complainant, Charlotte S Myers, or by said respondent, William P Myers, as hereinafter provided, said property be sold for the payment of the cost in this proceeding, and of the debt secured by said mortgage.

3. That the respondent and cross-complainant, Charlotte S Myers, and the respondent, William P Myers, are allowed forty days from this date within which to pay in full the indebtedness of Nine Hundred Forty-two and 75/100 Dollars (\$942.75), together with the interest thereon at the rate of eight per cent per annum from date of this decree, and all cost of this proceeding; and upon making said payment within said time, the same shall operate as a full and complete redemption of the hereinafter described property from said mortgage.

4. That if said property be not redeemed by the respondent and cross-complainant, Charlotte S Myers, or by the respondent William P Myers, within said forty days from this date, as hereinabove

Alfred C Steenberg, Complainant )  
and Cross -Respondent, )

No.55.

vs.

Charlotte S Myers, Respondent and )  
Cross Complainant, )  
William P Myers, Respondent. )

In the Circuit Court  
of Baldwin County,  
Alabama. In Equity.

-----

This cause , after having been fully argued by counsel for the respective parties, was submitted, first, on objections to testimony, and second, for decree on merits on pleading and proof, and decree pro confesso as noted by the Register, and the cause was taken under consideration by the court.

After said submission, able briefs were presented to the court by the solicitors representing the respective parties, and the court, after having considered the arguments, briefs and testimony, is of the opinion that, in view of the conclusion reached, it is <sup>not</sup> necessary to pass upon the objections to testimony by the complainant and cross-respondent, Alfred C Steenburg, but is of the opinion that the objections to testimony on the part of the respondent and cross-complainant, Charlotte S Myers, are not well taken, and should be overruled. And the court is also of the opinion, after due consideration, that the complainant and cross-respondent is entitled to the relief prayed ~~for~~ in his bill of complaint as last amended, and that the mortgage executed by the respondent and cross-complainant, Charlotte S Myers, and respondent, William P Myers, to the complainant and cross-respondent, Alfred C Steenburg, should be foreclosed. The amount due complainant and cross-respondent being of easy ascertainment, the court proceeds to pass upon and fix the amount of said indebtedness, and finds that the respondent and cross-complainant, Charlotte S Myers, and the respondent, William P Myers, are jointly and severally indebted to complainant and cross-respondent on account of said mortgage in the sum of Eight Hundred Fifty-seven and 05/100 Dollars (\$857.05) principal, and interest to the date hereof; and that the sum of Eighty -five and 70/100 Dollars (\$85.70) is solicitors' fees to be awarded complainant and cross-respondent in said cause, said mortgage providing for a

Post Office Department

OFFICIAL BUSINESS

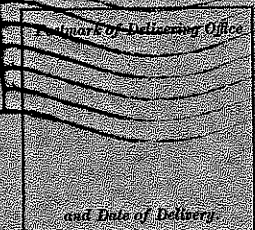
PENALTY FOR PRIVATE USE TO AVOID  
PAYMENT OF POSTAGE, \$300

Original Reg. No.

323

CHICAGO  
JUN 20  
6-PM  
1917

STATION  
- M -



RETURN TO

J. M. Rehusson

(Name of sender.)

and Date of Delivery.

Street and Number,  
or Post Office Box,

Post Office at

Prof. M. M. ...  
City

County

State

The postmaster who delivers the registered article must see that this card is properly signed, legibly postmarked, and mailed to the sender, without envelope or postage.

and resides at  
State of Georgia.

Subscribed and sworn to  
before me, this the 17<sup>th</sup> John  
day of October 1917.

*Stephen A. Douglas*  
NOTARY PUBLIC.

Largest Weekly Circulation in South Alabama

*Bay Minette, Ala.,*

December 31st, 1921

*M*

Alfred C. Steenberg, Trustee

vs

Charlotte S. Meyers, et al

# **THE BALDWIN TIMES**

**ABNER J. SMITH, PROP.**

**FINE JOB PRINTING. BEST ADVERTISING MEDIUM**

**PROMPT SERVICE. LOWEST PRICES.**

**LOCAL AND LONG DISTANCE TELEPHONE**

**All Bills Must Be Paid Within 30 Days**

To publishing Notice of Trustee Sale Under Decree in  
issues December 1st, 8th, 15th, 22nd, 1921:  
131 words @  $4\frac{1}{2}$ ¢ per word.....

\$5.89

This note must be made payable at some responsible Bank or Express Office.

ILLINOIS.

S. W. P. H. Co. - Form No. 17-500-1-16

Exhibit for 12

~~\$285.00~~ Farmington Ill. Nov. 30 1916

In or before the First day of October A. D. 1916 for value received,

I promise to pay to THE SOUTHWESTERN-PORT HURON COMPANY (incorporated under the Laws of the State of Missouri),

or order Two Hundred eighty five & 3/4 DOLLARS

at Steubenville Ohio Bank in Farmington Illinois,

with exchange and interest at the rate of seven per cent per annum from date until paid, payable annually. And to secure the payment of this note, and for value received, I hereby irrevocably authorize and empower any attorney of any Court of Record to appear for me in any such Court in or out of term at any time after the execution and delivery hereof, to waive service of process, to confess a judgment on this note against the undersigned, in favor of the payee or holder hereof, for such sum as shall at such time appear to be unpaid hereon, whether due or to become due, and for costs including the sum of ten percent on the amount unpaid hereon, for Attorney's fees; to agree that no writ of error or appeal shall be prosecuted on such judgment, nor any bill in equity exhibited to interfere therewith and to release all errors in said proceeding or in entering of such judgment or the issuing of execution thereon, and to consent to the immediate issuing of execution upon such judgment; hereby ratifying and confirming all that said attorney may do by virtue hereof.

THIS NOTE IS SECURED BY CHATTEL MORTGAGE

Post Office \_\_\_\_\_ County \_\_\_\_\_ Illinois

Post Office \_\_\_\_\_ County \_\_\_\_\_ Illinois

Post Office \_\_\_\_\_ County \_\_\_\_\_ Illinois

Post Office \_\_\_\_\_ County \_\_\_\_\_ Illinois

*Charlotte S. Myers*

✓



This note must be made payable at some responsible Bank or Express Office.

ILLINOIS.

S. W. P. H. Co. - Form No. 1-10-1-16

Exhibit A-8

Farmington Ill. Mar. 30 1916

On or before the First day of October A. D. 1916 for value received,

I promise to pay to THE SOUTHWESTERN-PORT HURON COMPANY (incorporated under the Laws of the State of Missouri),

or order Two Hundred Eighty & no/100 DOLLARS

at Steensburg Mo Bank in Farmington, Illinois,

with exchange and interest at the rate of seven per cent per annum from date until paid, payable annually. And to secure the payment of this note, and for value received, I hereby irrevocably authorize and empower any attorney of any Court of Record to appear for me in any such Court in or out of term, at any time after the execution and delivery hereof, to waive service of process, to confess a judgment on this note against the undersigned, in favor of the payee or holder hereof, for such sum as shall at such time appear to be unpaid hereon, whether due or to become due, and for costs including the sum of ten per cent on the amount unpaid hereon, for Attorney's fees; to agree that no writ of error or appeal shall be prosecuted on such judgment, nor any bill in equity exhibited to interfere therewith and to release all errors in said proceeding or in entering of such judgment or the issuing of execution thereon, and to consent to the immediate issuing of execution upon such judgment; hereby ratifying and confirming all that said attorney may do by virtue hereof.

**THIS NOTE IS SECURED BY CHATTEL MORTGAGE.**

Post Office ..... County ..... Illinois

Post Office ..... County ..... Illinois

Post Office ..... County ..... Illinois

Post Office ..... County ..... Illinois

Charlotte S. Myers  
of





This note must be made payable at some responsible Bank or Express Office.

ILLINOIS.

S. W. P. H. Co. - Form No. 1 90-1-16

~~125~~ Farmington Ill. Mos. 30 1916

On or before the Fifteenth day of September A. D. 1916 for value received,

I promise to pay to THE SOUTHWESTERN-PORT HURON COMPANY (incorporated under the Laws of the State of Missouri),

or order One Hundred twenty five 00/100 DOLLARS

at Steensburg, Mo Bank in Farmington, Illinois,

with exchange and interest at the rate of seven per cent per annum from date until paid, payable annually. And to secure the payment of this note, and for value received, I hereby irrevocably authorize and empower any attorney of any Court of Record to appear for me in any such Court in or out of term at any time after the execution and delivery hereof, to waive service of process, to confess a judgment on this note against the undersigned, in favor of the payee or holder hereof, for such sum as shall at such time appear to be unpaid hereon, whether due or to become due, and for costs including the sum of ten per cent on the amount unpaid hereon, for Attorney's fees; to agree that no writ of error or appeal shall be prosecuted on such judgment, nor any bill in equity exhibited to interfere therewith and to release all errors in said proceeding or in entering of such judgment or the issuing of execution thereon, and to consent to the immediate issuing of execution upon such judgment; hereby ratifying and confirming all that said attorney may do by virtue hereof.

THIS NOTE IS SECURED BY CHATTEL MORTGAGE.

Post Office Farmington County Fulton Illinois

County Fulton Illinois

County Fulton Illinois

County Fulton Illinois

Charlotte S. Myers  
Post

*W. H. Myers*



Notes are plainly written. If signer makes his mark, have it witnessed, SURE, Make no alterations or erasures in this note.

This note must be made payable at some responsible Bank or Express Office.

ILLINOIS.

S.W. P. H. Co.—Form No. 1' 500-1-16

Exhibit 8-10

~~\$125.00~~ Farmington Ill. : Nov. 30<sup>th</sup> 1917

On or before the Fifteenth day of September A. D. 1917 for value received, I promise to pay to THE SOUTHWESTERN-PORT HURON COMPANY (incorporated under the Laws of the State of Missouri),

or order One Hundred twenty five and 00/100 DOLLARS

at Steenburg Mo Bank in Farmington, Illinois,

with exchange and interest at the rate of seven per cent per annum from date until paid, payable annually. And to secure the payment of this note, and for value received, I hereby irrevocably authorize and empower any attorney of any Court of Record to appear for me in any such Court in or out of term, at any time after the execution and delivery hereof, to waive service of process, to confess a judgment on this note against the undersigned, in favor of the payee or holder hereof, for such sum as shall at such time appear to be unpaid hereon, whether due or to become due, and for costs including the sum of ten per cent on the amount unpaid hereon, for Attorney's fees; to agree that no writ of error or appeal shall be prosecuted on such judgment, nor any bill in equity exhibited to interfere therewith and to release all errors in said proceeding or in entering of such judgment or the issuing of execution thereon, and to consent to the immediate issuing of execution upon such judgment; hereby ratifying and confirming all that said attorney may do by virtue hereof.

THIS NOTE IS SECURED BY CHATTEL MORTGAGE.

Post Office Farmington County Fulton Illinois

Post Office \_\_\_\_\_ County \_\_\_\_\_ Illinois

Post Office \_\_\_\_\_ County \_\_\_\_\_ Illinois

Post Office \_\_\_\_\_ County \_\_\_\_\_ Illinois



*Gayle S Myers*

plainly written. If signer makes his mark, have it witnessed, SURE, Make no alterations or erasures in this note.

This note must be made payable at some responsible Bank or Express Office.

ILLINOIS.

S.W. P. H. Co.—Form No. 1—500-1-16

~~\$200.00~~

Farmington Ill. Mar. 30<sup>th</sup> 1916

On or before the First day of October A. D. 1917 for value received,

promise to pay to THE SOUTHWESTERN-PORT HURON COMPANY (incorporated under the Laws of the State of Missouri),

or order Two Hundred Eighty Four DOLLARS

at Steenburg Mo 4-1-16 Bank in Farmington Illinois,

with exchange and interest at the rate of seven per cent per annum from date until paid, payable annually. And to secure the payment of this note, and for value received, I hereby irrevocably authorize and empower any attorney of any Court of Record to appear for me in any such Court in or out of term at any time after the execution and delivery hereof, to waive service of process, to confess a judgment on this note against the undersigned, in favor of the payee or holder hereof, for such sum as shall at such time appear to be unpaid hereon, whether due or to become due, and for costs including the sum of ten per cent of the amount unpaid hereon, for Attorney's fees; to agree that no writ of error or appeal shall be prosecuted on such judgment, nor any bill in equity exhibited to interfere therewith and to release all errors in said proceeding or in entering of such judgment or the issuing of execution thereon, and to consent to the immediate issuing of execution upon such judgment; hereby ratifying and confirming all that said attorney may do by virtue hereof.

THIS NOTE IS SECURED BY CHATTEL MORTGAGE

Post Office.....County.....Illinois

County.....Illinois

County.....Illinois

County.....Illinois

*Charlotta S. Myers*

Exhibit of 77  
No.



When signer makes his mark, have it witnessed, SURE. Make no alterations or erasures in this note.

L. H. SUTHERLAND

ATTORNEY AT LAW

TEMPERSON BUILDING

DEPTON, ILL.

STATE OF ALABAMA )  
(SS. IN THE CIRCUIT COURT - IN EQUITY.  
COUNTY OF BALDWIN )

Alfred C. Steenburg,  
Trustee,  
Complainant  
vs.

Charlotte S. Myers and  
Wm. P. Myers,  
Defendants.

By virtue of the commission hereto annexed, issued from the Office of the Clerk of the Circuit Court of Baldwin County, Alabama, I, the commissioner therein named, have called and caused to come before me the said M. H. Crosbie, the witness named in said commission, this 7th day of March, 1919, at Peoria, Illinois, and having cautioned and warned the said witness to speak the truth, the whole truth and nothing but the truth, M. H. Crosbie, the said witness, deposeth and sayeth as follows:

To the first interrogatory he sayeth:

M. H. Crosbie, of legal age, residing at Peoria, Illinois. My business is that of Collection Manager of the Port Huron Co. of Illinois and my place of residence and my business were the same on and prior to June 12, 1915.

To the second interrogatory he sayeth:

On and prior to June 12, 1915 I was Collection Manager for the South Western Port Huron Company and had been since January first, 1914.

To the third interrogatory he sayeth:

The machinery order attached marked Exhibit One was received by the SouthWestern Port Huron Co. and is to the best of my knowledge and belief the first order that was ever received by that company from either William P. or Charlotte S. Myers.

To the fourth interrogatory he sayeth:

This was a joint order and a line of reports was secured on both parties before the order was passed on.

To the fifth interrogatory he sayeth:

This order was never filled and later on another order was taken for another machine which was filled and the order here was cancelled by the taking of a new order.

To the sixth interrogatory he sayeth:

An order was given by Wm. P. Myers, copy of which is attached and marked Exhibit A.One, which was received by the company and which was refused, there later being an order given jointly by Wm. P. and Charlotte Myers, copy of which is attached and marked Exhibit Two, which was accepted and filled by the company. Exhibit A.1 was refused because it was not a joint order.

To the seventh interrogatory he sayeth:

I have examined the copy of order marked Exhibit Two. The original of this order was received by the SouthWestern Port Huron Co., was filled and the machinery shipped. The original order was turned over to Mr. Starr and I think was attached to former depositions.

To the eighth interrogatory he sayeth:

This order was accepted by the company<sup>X</sup> September 20, 1915.

To the ninth interrogatory he sayeth:

This order was accepted on the joint credit of both Wm. P. and Charlotte Myers.

To the tenth interrogatory he sayeth:

This order marked Exhibit A.One was declined on account of insufficient credit showing. Later on Wm. P. and Charlotte Myers gave an order, copy of which is attached and marked Exhibit Two, which was approved and filled on their joint credit. I refused to advance any credit to Wm. P. Myers except on joint order of himself and wife.

To the eleventh interrogatory he sayeth:

The order hereto attached marked Exhibit Three was presented to the company and was declined. It was declined because of the fact that it was given by Wm. P. Myers alone and was not a joint order of himself and wife.

To the twelfth interrogatory he sayeth:

I have personal knowledge of all the transactions between the SouthWestern Port Huron Co. and Wm. P. and Charlotte Myers from their inception in June 1915 to the present time, including the foreclosure of the chattel mortgage. This foreclosure sale was made by me personally.

*M. H. Crosbie*  
.....

I, L. E. Sutherland, the commissioner in said commission named, do hereby certify that the foregoing testimony and answers taken down and written by me in the words of the witness, M. H. Crosbie, were read over to him, that he assented, swore to and subscribed the same in my presence at the time and place herein mentioned, that I have personal knowledge of the personal identity of said witness, that I am not of counsel or kin to either of the parties to said cause, nor interested in the event thereof. And I enclose the said testimony, together with said commission and the interrogatories direct and cross, to the said Clerk of the Circuit Court, whence the same emanated, as my full execution of said commission.

Given under my hand and seal this 7th day of March, A.D. 1919.

*L. E. Sutherland*  
.....  
*Commissioner*

COUNTY OF BALDWIN  
Alfred C. Steenburg, Trustee,  
Complainant

vs.

Charlotte S. Myers  
and Wm. P. Myers,  
Defendants.

By virtue of the commission hereto annexed, issued from the Office of the Clerk of the Circuit Court of Baldwin County, Alabama, I, the commissioner therein named, have called and caused to come before me the said D. C. Kinch, the witness named in said commission, this 7th day of March 1919, at Peoria, Illinois, and having cautioned and warned the said witness to speak the truth, the whole truth and nothing but the truth, D. C. Kinch, the said witness, deposes and sayeth as follows:

To the First interrogatory he sayeth:

D. C. Kinch, of legal age, residing at Peoria, Illinois, business Secretary and Treasurer of the Port Huron Company of Illinois. On and prior to June 12, 1915 I was Manager of the SouthWestern Port Huron Co.

To the Second interrogatory he sayeth:

I was Manager of the SouthWestern Port Huron Co. prior to June 12, 1915 and had been from February 14, 1914.

To the Third interrogatory he sayeth:

The order referred to as Exhibit One was received by the SouthWestern Port Huron Co. and was the first order received.

To the Fourth interrogatory he sayeth:

The order referred to was a joint order and credit reports were received on both Wm. P. and Charlotte Myers.

To the Fifth interrogatory he sayeth:

The order referred to was not filled but was cancelled on account of an order being given for a second hand machine.



To the Sixth interrogatory he sayeth:

Copy of order marked Exhibit A. One was received by the company and declined because of unsatisfactory credit and substituted by another order as shown by copy of order Exhibit Two signed by Wm. P. and Charlotte Myers, which was approved.

To the Seventh interrogatory he sayeth:

Copy of original order marked Exhibit Two was received by the company and filled. I do not know where the original is.

To the Eighth interrogatory he sayeth:

The order above referred to was accepted by the company on or about September 20, 1915.

To the Ninth interrogatory he sayeth:

The order above referred to was accepted on the joint credit of Wm. P. and Charlotte Myers.

To the Tenth interrogatory he sayeth:

The order A. One was declined and we refused to approve it except on the joint credit of Wm. P. and Charlotte Myers. A joint order of Wm. P. and Charlotte Myers was then presented and accepted.

To the Eleventh interrogatory he sayeth:

The original of the order marked Exhibit Three was presented <sup>by</sup> Wm. P. Myers and refused. It was declined because of its not being a joint order of Wm. P. and Charlotte Myers.

To the Twelfth interrogatory he sayeth:

I have personal knowledge of <sup>all</sup> the transactions between Wm. P. and Charlotte Myers and the SouthWestern Port Huron Co.



D.C. Kinch

-3-

I, L. E. Sutherland, the commissioner in said commission named, do hereby certify that the foregoing testimony and answers taken down and written by me in the words of the witness, D. C. Kinch, were read over to him, that he assented, swore to and subscribed the same in my presence at the time and place herein mentioned, that I have personal knowledge of the personal identity of said witness, that I am not of counsel or kin to either of the parties to said cause, nor interested in the event thereof.

And I enclose the said testimony, together with said commission and the interrogatories direct and cross, to the said Clerk of the Circuit Court, whence the same emanated, as my full execution of said commission.

Given under my hand and seal this 7th day of March, A.D. 1919.

  
.....  
Commissioner

*Bay Minette, Ala.,* November 30th, 1917

*M*

Alfred C. Steenberg as Trustee

vs

NOTICE TO NON-RESIDENT

Charlette S. Myers and

Wm. P. Myers,

# **THE BALDWIN TIMES**

**ABNER J. SMITH, PROPR.**

**FINE JOB PRINTING. BEST ADVERTISING MEDIUM**

**PROMPT SERVICE. LOWEST PRICES.**

**LOCAL AND LONG DISTANCE TELEPHONE**

To publishing above Non-Resident Notice in  
The Baldwin Times in issues of Nov 8th,  
15th, 22nd and 29th, 1917:  
174 words @ 4½ cents per word..... \$7.83

BALDWIN COUNTY, ALABAMA

Alfred C. Steenburg,  
as Trustee  
Complainant

VS

Charlotte S. Myers and  
William P. Myers  
Respondents

DEPOSITIONS OF

M. H. Crosbie  
Alfred C. Steenburg  
C. W. Bolton  
Winslow Evans

*Received & filed Dec 4/1918  
The Richmond Register*

*Opened by Agreement  
of Attorneys  
Dec 10th 1918,  
The Richmond Register*

**L. E. SUTHERLAND**

ATTORNEY AT LAW

JEFFERSON BLDG.

PEORIA, ILL.

Ex R-

Sent up to Supreme Court  
under order of Judge

*2500*

**CIRCUIT COURT**  
**BALDWIN COUNTY, ALA.**

Alfred C Steenberg

VS. } CITATION IN APPEAL

Charlotte S Myers, / 3

Issued 11th day of Oct 1920.

BALDWIN TIMES PRINT, BAY MINETTE.

*On Oct 13 1920 I send a copy of within citation and appeared in W. S. Smith's  
office of Smith's, Coffey.  
I understand it is  
by W. S. Smith's*

The State of Alabama, }  
Baldwin County—Circuit Court.

To the Sheriff of the State of Alabama—Greeting:

On Sept 6th, 1920, the Defendant Charlotte S Myers  
Whereas, at a Term of the Circuit Court of Baldwin County, held on the

~~eight Monday after~~ ~~Monday in~~ 191

Filed notice of an appeal to the Supreme Court from the decree rendered  
in said cause on the 28th day of July, 1920,  
in a certain cause in said Court wherein Alfred C Steenberg

was Plaintiff, and Charlotte S Myers

Defendant, a judgment was rendered against

said Charlotte S Myers,

to reverse which decree the said Charlotte S Myers

the 6th day of September 1920,

has on this day applied for and obtained from this office an APPEAL, returnable to the

next Term of our Supreme Court of the State of Alabama, to be held

at Montgomery, on the 8th day of November 1920, next,

and the necessary bond having been given by the said

--with--

-sureties-

Now, You are Hereby Commanded, without delay, to cite the said

Alfred C Steenberg

H.T.

or Smith and Caffey Complainants attorney, to appear at the

next Term of our said Supreme Court, to defend against the

said Appeal, if they think proper.

WITNESS, T. W. Richerson, Clerk of the Circuit Court of said County,

this 12th day of October, 1920. -A-D-191-

Attest:

*T. W. Richerson*

Clerk.

ALFRED C STEENBERG, TRUSTEE, )  
COMPLAINANT. )

VS )

CHARLOTTE S. MYERS, )  
DEFENDANT )

CIRCUIT COURT BALDWIN COUNTY  
ALABAMA

IN EQUITY.

Comes the defendant, Charlotte S. Myers, in the above  
styled cause and appeals to the Supreme Court from the decision  
rendered in said cause on the 28th day of July, 1920.

*Richard J. Beche*  
Solicitors for Defendant



Filed Sept 27/70  
D. W. Higgins  
Register

HARRY T. SMITH & CAFFEY  
ATTORNEYS AT LAW  
716 - 722 NATIONAL CITY BANK BUILDING  
MOBILE, ALA.

HARRY T. SMITH.  
WILLIAM G. CAFFEY.

April 22, 1922.

Hon. T. W. Richerson, Register,  
Circuit Court of Baldwin Co.,  
Bay Minette, Alabama.

Dear Sir:-

I have been delayed longer than I expected in preparing the papers in the case of Steenburg vs. Myers. However, I have prepared and herewith enclose you the following papers:

1. Report of sale of this property;
2. Form of order that the Report lie over five days for exceptions, which is of course, to be signed by the Judge.
3. Receipt for the difference between the amount bfd and the costs which have been paid to you.
4. Form of Decree to be signed by the Judge confirming your report at the end of five days.
5. Deed to be executed by you after confirmation of your report.

We would thank you to check these papers over carefully as we have been compelled to draft them from copies of the various decrees and proceedings which are in our files. We think, however, that they are in order.

Yours very truly,

Encs. 5.  
WGC:TJ

*W. G. Caffey*

THE STATE OF ALABAMA—JUDICIAL DEPARTMENT

THE SUPREME COURT OF ALABAMA

October Term, 19 21-22

To the Register of the Circuit Court, in Equity,

Baldwin County—Greeting:

Whereas, the Record and Proceedings of the Circuit Court in Equity of said county, in a certain cause lately pending in said Court between

Charlotte S. Myers, Appellant,

and

Alfred C. Steenburg, Appellee,

wherein by said Court, at the Term, 19--, it was considered adversely to said appellant, were brought before our Supreme Court, by appeal taken, pursuant to law, on behalf of said appellant:

NOW, IT IS HEREBY CERTIFIED, That it was thereupon considered by our Supreme Court, on the 13th day of October, 1921, that said decree of said Circuit Court be in all things affirmed, and that it was further considered that the appellant, and Alden G. Saunders and W. T. Mason, sureties on the appeal bond, pay

the costs accruing on said appeal in this Court and in the Court below

It is further certified that, it appearing that said parties had waived their right of exemptions under the laws of Alabama, it was ordered that execution issue accordingly.

Witness, Robert F. Ligon, Clerk of the Supreme Court of Alabama, at the Capitol, this the 18th day of October, 1921.
Robert F. Ligon
Clerk of the Supreme Court of Alabama.

The Supreme Court of Alabama.

October Term, 1921-22

1 Div., No. 172.

Charlotte S. Myers,  
Appellant,  
vs.

Alfred C. Steenburg,  
Appellee.

From Baldwin Circuit Court.  
(In Equity)

Certificate of Affirmance.

The State of Alabama, }  
Baldwin County. } Filed

this 17th day of Oct 1921

J. W. Peirson  
Clerk Circuit Court,

ALFRED C. STEENBERG, as Trustee,  
Complainant,

vs.

CHARLOTTE S. MYERS AND WILLIAM  
P. MYERS,  
Respondents,

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY.

IN EQUITY NO. 55.

The petition of the Complainant in the above entitled cause for an order directing the Register to sell the property described in the bill of complaint in said cause in accordance with the decree of July 28, 1920, having been presented to me, it is hereby ordered, adjudged and decreed that the Register of the Circuit Court of Baldwin County proceed forthwith to sell the property described in said bill of complaint and in said decree of July 28, 1920, viz:

The northeast quarter of Section Nine (9), Township Three (3) South of Range Three(3) East, of the Saint Stephens Meridian, containing One Hundred and Sixty-one and 10/100 (161.10) acres situate in Baldwin County, Alabama;

Said sale to be at public auction to the highest bidder for cash at the Court House door of Baldwin County, Alabama, after said Register has first given notice of the time, place and terms of sale with a description of the property, by advertisement once a week for Four (4) consecutive weeks in some news paper published in Baldwin County, Alabama.

IT IS further ordered that promptly after making said sale the Register shall report the same to this Court for its confirmation or rejection, that if the sale be confirmed the Register shall forthwith execute a proper conveyance to the purchaser and shall apply the proceeds as directed in the decree of July 28, 1920, rendered in the above entitled cause.

Made this the 23<sup>rd</sup> day of November, 1921.

*John D. Leigh*  
Judge.

Filed ~~for~~ ~~recorder~~  
28th 1921.

T. W. Peterson  
Register

Received of T. W. Richerson, Register of the Circuit Court of Baldwin County, the sum of Three Hundred and Forty-four and 53/100 (\$344.53) Dollars in full of the amount bid by the Port Huron Company of Illinois, Inc., in the case of Alfred C. Steenburg v. Charlotte S. Myers, after deducting costs of court, amounting to One Hundred and Fifty-five and 47/100 (\$155.47) Dollars.

Dated this 20<sup>th</sup> day of April, 1922.

Harry J. Smith & Cass  
Attorneys for Alfred C. Steenburg.

Alfred C. Steenburg  
as Trustee.  
Compt.

In Equity  
Leisure's Comrs of Baldwin  
County Ala.

vs.

Charlotte S. Myers,  
Respondent.

Respondent's objections to evidence.

Comrs Charlotte S. Myers, Respondent and notes  
her objections to ~~the~~ the 4<sup>th</sup> to 14<sup>th</sup> interrogatories  
inclosed addressed to Judge Winslow Levens and to  
The witness's answers thereto upon the ground that  
the testimony thus adduced is irrelevant and  
immaterial to the issues in this case.

R. S. Carby, Esq. & Belle  
Sells for Respondent.



In Equity  
Circuit Court of Baldwin  
Alfred C Steenberg, Trustee

v.  
Charlotte S Myers,  
Resps.

Objections to Complainant's  
testimony,

Alfred C. Steenberg  
Trustee.

In Equity  
Circuit Court of Baldwin  
County.

vs.

Charlotte S. Myers.

Comes the Respondent, Charlotte S. Myers and shows to the Court that complainant is a non-resident of the state of Alabama, that he has deposited as security for costs but the small sum of fifteen dollars, that the costs that have accrued so far are approximately seven <sup>or eight</sup> dollars, wherefore she <sup>moves</sup> that complainant be required to furnish additional security for costs in such sum as will reasonably protect the court officials and parties to this cause.

Respectfully  
Solely for Respondent.

C# 55  
In Equity  
Circuit Court of  
Balawie

Alfred ~~Steering~~ Trustee  
v.

Charlotte S. Meyer,

Motion for additional  
security for costs.

785  
589  

---

1374

ALFRED C. STEENBERG, )  
COMPLAINANT AND )  
CROSS RESPONDENT )

VS

CHARLOTTE S. MYERS, )  
RESPONDENT AND CROSS\* )  
RESPONDENT . )

CIRCUIT COURT BALDWIN COUNTY

ALABAMA. IN EQUITY.

We hereby acknowledge ourselves security for costs of appeal to Supreme Court on the above case, returnable to the present term thereof. And for the payment of the above bond, we hereby waive our right of exemption to personal property under the constitution and laws of the State of Alabama.

Witness our hands this the 18 day of January, 1924.

1924.

8(210)

Charlotte S. Myers (SEAL)

Alden G. Saunders (SEAL)

W. J. Emerson (SEAL)

Ed J. Green (SEAL)

W. C. Beebe (SEAL)

Filed Jan 18/921  
T. W. Dickinson  
Clerk.

Nov. 18, 1920.

Mr. T. W. Richerson,  
Bay Minette, Ala.

Dear Tom:

In re Aikin cases.

Please send me a subpoena directed to John Baudin of this County. I will try to get the Sheriff here to serve in time.

I enclose stamped self addressed envelope for your convenience in ~~replying~~ *enclosing*.

Very truly yours,

*R. H. McMillen, Jr.*

*R*

McM/J.  
Encl.

described in said decree and above described for sale; and to make a sale of the same in accordance with the decree heretofore rendered.

Harry J. Smith & Co.  
Attorneys for Petitioner.

Filed Nov 28/92  
T. W. Higgins  
Agent



ALFRED C. STEENBERG, as  
Trustee,  
Complainant,  
vs.  
CHARLOTTE S. MYERS et al,  
Respondents.

CIRCUIT COURT OF BALDWIN  
COUNTY.  
IN EQUITY. NO. 55

Now comes the complainant, Alfred C. Steenberg, and shows unto the court that on, to-wit, the 28th day of July, 1920, a decree was rendered in the above entitled cause foreclosing the mortgage from the respondents to the complainant, but allowing the respondents forty days in which to pay the indebtedness of Nine Hundred Forty-two and 75/100 (\$942.75) Dollars, decreed against them together with interest thereon at the rate of 8% per annum from the date of the decree, and all costs of the proceeding, and further ordering that if the property described in the mortgage so foreclosed be not redeemed by the respondents within forty days from the date of the decree, the Register should proceed to sell all of the property embraced in said mortgage, situate in Baldwin County, Alabama and described as follows:

"Northeast Quarter of Section Nine (9), Township Three (3) South of Range Three (3) East of the St. Stephens Meridian containing One Hundred Sixty-one and 10/100 (161.10) Acres." at public auction to the highest bidder for cash at the Court House door of Baldwin County, Alabama. Your petitioner further shows unto the court that after this decree was rendered the respondent and cross-complainant, Charlotte S. Myers, took an appeal to the Supreme Court of Alabama, with a supersedeas and that said sale was not made pending said appeal. Your petitioner further shows unto Your Honor that the aforesaid decree rendered July 28, 1920, has been affirmed by the Supreme Court of Alabama, and that the time for applying for a re-hearing has elapsed, wherefore your Petitioner respectfully moves and prays the Court to enter an order in this cause directing the Register forthwith to advertise the property

THE STATE OF ALABAMA,  
Baldwin County.

No. 55 CIRCUIT COURT IN EQUITY.

Alfred C. Steenbury, as trustee Complainant

vs.

Charlotte S. Myers, and William P. Myers Defendant

Motion is hereby made for a Decree Pro Confesso against Alfred C. Steenbury

Cross-Defendant

in the above stated cause, on the ground that more than thirty days have elapsed since <sup>acceptance</sup> service of summons upon said Defendant by Harry T. Smith & Caffey, his attorneys; and that said summons was duly served according to law, and that said Defendant has failed to demur, plead to or answer the Bill of Complaint in this cause to this date.

This 26th day of April 1918

*Richard G. ...*  
Solicitor

400

No. 55

Page

THE STATE OF ALABAMA,

County,

CIRCUIT COURT, IN EQUITY.

Alfred C. Steenburg

trustee

vs.

Charlotte Meyers et al

MOTION FOR DECREE  
PRO CONFESSO ON  
PERSONAL SERVICE.

Filed

4/27

1918

*T. W. Ricman*

Register.

Recorded in

Record

Vol.

Page

Register.

V C

*Vertical handwritten text, possibly a date or reference number.*

THE STATE OF ALABAMA,

CIRCUIT COURT, IN EQUITY.

Baldwin

County.

No. 55

Fall

Term, 19 18

Alfred C. Steenburg as Trustee,

Complainant.

vs. William P. Myers and Charlotte S. Myers

Defendant. S

In this cause it appears to the Register that the order of publication heretofore made in this cause, was published for four consecutive weeks, commencing on the 8th day of 1918, in the Baldwin Times a newspaper published in Baldwin Co., Alabama, that a copy of said order was posted at the Court House door in Bay Minette, Baldwin Co., County on the 8th day of Nov 1918., and that another copy was sent by mail on the 8th day of Nov 1917, to William P. Myers

And it now further appearing to the Register T. W. Richerson that the said William P. Myers that more than 30 days have elapsed since notice to said respondent in default of the amendment of the Bill of Complaint

as last amended in this cause having to the date hereof failed to demur, plead to or answer the Bill of Complaint in this cause, it is now, therefore, on motion of Complainant as last amended ordered and decreed by the Register that the Bill of Complaint in this cause be, and it hereby is in all things taken as confessed against the said

William P. Myers

This 3rd day of Sept 19 18.

T. W. Richerson

Register.

No.

Page

THE STATE OF ALABAMA,

Baldwin County

CIRCUIT COURT, IN EQUITY.

Alfred C Steenburg

vs.

William P Myers.

Filed 9/8/18

DECREE PRO CONFESSO ON PUBLICATION.

Issued Sept 3rd, 1918

*W. P. Myers*  
Register.

Recorded in Record

Page

Register.

1300

Alfred C. Steenburg  
Trustee

vs.  
Charlotte S. Myers et al

Now comes the Complainant Cross-Respondent  
and moves the Court to set aside the  
decree pro confesso heretofore entered on the  
the 26<sup>th</sup> day of April, 1918 against said  
Cross-Respondent on the Cross-bill.

Harry J. Smith Coffey  
Atty for Complainant &  
Cross-Respondent



THE STATE OF ALABAMA,  
Baldwin County.

No. 55

CIRCUIT COURT, IN EQUITY.

Alfred C. Steenburg, as trustee

Complainant

vs.

Charlotte S. Myers and William P. Myers

Defendant

In this cause it appears to the Register

that a Summons requiring the ~~Defendant~~ Cross-defendant

to appear and demur, plead to or answer the Bill of Complaint in this cause within thirty days after the service of said Summons upon

was ~~accepted~~ accepted by the ~~same~~ Harry T. Smith & Caffey, his attorneys ~~on the~~ on the 1st day of March 1918, and the said ~~Defendant~~ cross-Defendant having

failed to demur, plead to or answer the said Bill of Complaint to this date, it is now, therefore, on motion of

Rickabry, Austill & Beebe, attorneys for Cross-Complainant

ordered and decreed that the said Bill of Complaint in this cause be and it hereby is in all things taken as confessed against the said Alfred C. Steenburg, as trustee

Defendant aforesaid.

This 26th day of April 1918

*J. W. Rickabry*

Register.



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No. 55 Page.....

THE STATE OF ALABAMA,

.....County.

CIRCUIT COURT, IN EQUITY.

Alfred Steenburg

trustee

vs.

Charlotte Meyers et al.

DECREE PRO CONFESSO ON  
PERSONAL SERVICE.

Issued April 26 1918

*[Signature]*  
Register.

Recorded in.....Record,

Vol.....Page.....

Register.

✓ @

# THE BALDWIN TIMES

ABNER J. SMITH, PROPRIETOR

DEVOTED TO THE INTEREST OF BALDWIN COUNTY AND HER PEOPLE

PUBLISHED EVERY THURSDAY

SUBSCRIPTION: \$1.00 PER YEAR IN ADVANCE

ADVERTISING RATES ON APPLICATION

TELEPHONE No. 7, LOCAL AND LONG DISTANCE

BAY MINETTE, ALA.,

## AFFIDAVIT OF PUBLICATION

STATE OF ALABAMA,  
BALDWIN COUNTY.

ABNER J. SMITH, being duly sworn, deposes and says that he is the PUBLISHER of THE BALDWIN TIMES, a Weekly Newspaper published at Bay Minette, Baldwin County, Alabama; that the notice hereto attached of

NOTICE TO NON-RESIDENT

Baldwin County Circuit Court, In Equity

Alfred C. Steenberg as Trustee

vs

Charlette S. Myers & Wm. P. Myers

Was published in said Newspaper for 4 consecutive weeks

on the following issues:

Date of first publication	November 8th, 1917	Vol.	28	No.	38
“ “ second “	November 15th, 1917	Vol.	28	No.	39
“ “ third “	November 22nd, 1917	Vol.	28	No.	40
“ “ fourth “	November 29th, 1917	Vol.	28	No.	41

Subscribed and sworn to before the undersigned

his 10th day of Nov 1917

*Abner J. Smith*  
Publisher.

*J. W. Redwood*  
Clerk Circuit Court.

No. 55

Alfred C Steenburg, trustee

vs.

Charlotte Meyers, et al.

Affidavit of publication

Original Will

~~Wm C. [unclear]~~  
~~Comp~~

Charlotte & [unclear]

~~[unclear]~~

*[Faint handwritten notes]*

HARRY T. SMITH & GAFFEY  
ATTORNEYS AT LAW  
225 SOUTH BAYVIEW BLVD  
MOBILE, ALA

*[Faint handwritten notes]*

EXHIBIT "A"

M O R T G A G E   D E E D

THIS INDENTURE, Made this 30th day of March, A. D., 1916, between Charlotte S. Myers and Wm. P. Myers of the County of Fulton and State of Illinois, first party, and Alfred C. Steenburg, TRUSTEE, of FARMINGTON, ILLINOIS, second party:

WITNESSETH, That whereas the said Charlotte Myers and Wm. P. Myers are justly indebted for money borrowed, in the sum of One thousand eight hundred nine and 34/100 (\$1,809.34) DOLLARS, evidenced by One certain promissory note of even date herewith, executed by them as follows, to-wit:

One Note for \$1809.34 payable on the First day of April, A.D. 1920.  
One Note for \$\_\_\_\_\_ payable on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 1\_\_\_\_.  
One Note for \$\_\_\_\_\_ payable on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 1\_\_\_\_.  
One Note for \$\_\_\_\_\_ payable on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 1\_\_\_\_.  
One Note for \$\_\_\_\_\_ payable on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 1\_\_\_\_.

with interest at the rate of 7 per centum per annum, payable annually, secured by four (4) interest notes of even date herewith, payable on the 30th day of each March. All of said notes bear interest from maturity at the rate of seven per centum per annum until paid. Said principal notes are payable to the order of the maker, and are endorsed in blank; said interest notes are payable to bearer; all of said notes are payable at Alfred C. Steenburg & Company's Bank, in the City of Farmington, Illinois, or at such other place as the said Trustee or his Successor in Trust may from time to time in writing designate.

NOW, THEREFORE, The said first party, in order to secure the payment of the notes aforesaid, and in consideration of One Dollar paid by said Second party, the receipt whereof is hereby acknowledged, does, by these presents grant, bargain, sell, convey, mortgage and warrant unto the said second party, his successor in trust, and his and their heirs and assigns forever, the following described Real-estate, situate in the County of Baldwin and State

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of Alabama, to-wit:

"Northeast quarter (1/4) Section Nine (9) Township three (3) South of Range three (3) East of the St. Stephens Meridian, containing One Hundred ~~and~~ Sixty-one and 10/100 (161-10/100)."


TOGETHER with all rights, interests and appurtenances thereunto appertaining; hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Alabama, and all right to retain possession of said premises after default in payment, or breach of any covenant herein contained; TO HAVE AND TO HOLD the same to the said Trustee, and his successor in Trust, and his and their heirs and assigns forever, for the use and purposes herein expressed.

IT IS EXPRESSLY COVENANTED by said <sup>first</sup> party, that forthwith upon request, and at their own cost, said first party will, at any and all times hereafter, cause to be made, executed, acknowledged and delivered, any and every deed or assurance in law for the more sure, effectual and satisfactory granting and confirming of said real estate, unto the said Trustee or his successor in trust, or as he or his counsel shall advise or require; and in case of the default of said first party to so procure such further conveyances and assurances as aforesaid, the said Trustee, or his successor in trust, may cause the same to be procured upon the best terms he or they can obtain, and the expenses and costs therefor shall become a part of the indebtedness hereby secured, and be repaid on demand, with interest at seven per cent. per annum until paid.

AND the said first party hereby expressly covenants and agrees (1) To pay the moneys hereby secured at maturity (2) Neither to commit or permit waste on said premises, nor allow any of the buildings situate thereon to become vacant or unoccupied. (3) To pay all taxes and all assessments on said premises before delinquency, as also any tax and assessments that may be levied by authority of the State, County or Town in which the said real estate

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X is situate, upon the said second party or his successor in trust, or the legal holder or holders of the notes, or either of them, on account of the ownership thereof; also to repay to said second party or his successor in trust or the legal holder or holders of said notes, or either of them, all sums by either of them respectively expended for the repair or preservation of said premises. (4) To procure and keep in force, policies of fire insurance, covering the buildings which now are, or may hereafter be on said premises for an amount satisfactory to second party, so long as any part of the indebtedness hereby secured shall remain unpaid, in such insurance companies as said second party shall select, and as shall be at all times satisfactory to the said Trustee or his successor in trust. (5) To procure and insert in all of the insurance policies which may cover upon the property encumbered hereby, a clause making the loss or losses thereunder payable to said second party as additional security, and which policies may be subject to mortgagee and subrogation agreements, and, together with the renewal receipts thereof, shall be delivered to said second party. (6) To pay an attorney's fee of ten per centum upon the amount then due, in case suit is instituted to foreclose this indenture; and in case of any suit or proceedings wherein the holder of said notes, or either of them, or said Trustee, or his successor in trust, shall be a party thereto on account hereof, to pay their reasonable charges, expenses and attorney's fees to be fixed by the Court in such suit or proceedings, and all costs and expenses in that behalf by them respectively incurred, and the same shall be taxed as costs in such suit. Said second party, or his successor in trust, or the owner or owners of said notes, or either of them, may pay said taxes, charges, costs, expenses or attorney's fees, redeem said premises from tax sale; remove all statutory or other liens therefrom, or procure said insurance on failure of first party to do so, and all moneys so advanced, with interest at seven per cent. per annum, shall be secured by this indenture, and repaid by said first party on demand, or on demand made upon the party then in possession of said premises.



Farmington, Fulton County, Illinois, or any other competent person, a receiver to take possession, control and care of said premises, and collect the rents and profits thereof and apply the net proceeds to the payment of the debt secured hereby. And it is further agreed that in case of death, absence, inability, refusal or neglect of said Trustee to act, then Clyde Steenburg, of the City of Farmington, County of Fulton, and State of Illinois, is hereby appointed successor in trust to the said Trustee, with the same rights and powers hereby vested in said Trustee.

PROVIDED ALWAYS, That if the said first party shall pay the said indebtedness and shall fully keep and perform all the covenants and agreements hereinbefore expressed, then this indenture shall be released at the cost of said first party.

IN WITNESS WHEREOF, The first partys have hereunto set their hands and seals the day and year first above written.

(Signed) CHARLOTTE S. MYERS (SEAL).

(Signed) W. P. MYERS (SEAL).

STATE OF ILLINOIS )  
                          ) ss  
FULTON COUNTY )

I, C. W. Bolton, a Notary Public in and for said County, and State, do hereby certify that Charlotte S. Myers and W. P. Myers, her husband, who are personally known to me <sup>be</sup> to/the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead and dower, being informed of the contents of the conveyance.

Given under my hand and Notarial seal this 30th day of March, A. D., 1916.

(Signed ) C. W. BOLTON,

NOTARY PUBLIC.

NOTARIAL SEAL.

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AND IT IS COVENANTED AND AGREED That if default shall be made in the payment of the said notes, or either of them, or any part thereof, at maturity, or at any fixed date prior thereto, of which notice shall have been given of intention to make payment under any privilege retained therein, or if there shall be a failure to comply with any and every condition of this indenture, then the whole of the indebtedness secured hereby, including all payments, either for liens, taxes, assessments, insurance premiums, attorney's fees, costs, charges, expenses or otherwise, shall, at the option of the legal holder or holders thereof, or either of them, become due and collectable at once by foreclosure or otherwise, and without notice of broken condition, and the principal sum secured by this indenture shall bear interest from the date of said notes at the rate of seven per centum per annum, until paid, (less any proper credit for money paid) as agreed assessed and liquidated damages for such default, and this indenture shall stand as security therefor, and may therefore be foreclosed to pay the same, and it shall be lawful for the party of the second part, or his successor in trust, at his option, to enter into and upon the premises hereby granted or any part thereof, and to receive all rents, issues and profits thereof. In case of the foreclosure of this mortgage deed, the second party, his successor in trust, or the holder or holders of said notes, or either of them, shall be allowed all costs and expenses in that behalf by them laid out at any time anterior to the entry of the final decree in such suit, whether paid after the commencement of such suit or otherwise, including attorney's fees, and the cost of an abstract of title to said premises, and all continuations thereof, which several sums shall be included in the decree entered in such foreclosure. And it is hereby agreed and declared that this indenture and the notes secured hereby, are made and executed under, and are in all respects to be construed by the laws of the State of Alabama.

IN CASE of the filing of any bill to foreclose this indenture the Court shall upon application appoint Samuel Jack, of

TO THE HONORABLE A. E. GAMBLE, JUDGE OF THE CIRCUIT COURT FOR  
THE SECOND JUDICIAL CIRCUIT SITTING  
IN EQUITY FOR THE COUNTY OF BALDWIN

Now comes your orator, Alfred C. Steenburg, as Trustee, and brings this his bill of complaint against Charlotte S. Myers and Wm. P. Myers, and shows unto Your Honor as follows:

1. That the said Alfred C. Steenburg is over the age of twenty-one (21) years and resides at Farmington, in the State of Illinois; that Charlotte S. Myers and Wm. P. Myers is each over the age of twenty-one (21) years and resides in the State of Illinois, and that their post-office address is 819 E. 39th Street, Apartment C, Flat 3, Chicago, Illinois.

2. Your orator further shows unto Your Honor that on the 30th day of March, 1916, the said respondents, Charlotte S. Myers and Wm. P. Myers, executed a mortgage deed to your orator, as Trustee, to secure an indebtedness of One Thousand Eight Hundred Nine and 34/100 (\$1,809.34) Dollars evidenced by a promissory note for said amount dated March 30th, 1916, and payable April 1st, 1920, and securing four (4) interest notes for One Hundred Twenty-six and 63/100 (\$126.63) Dollars each, dated March 30th, 1916, and payable, March 30th, 1917, 1918, 1919 and 1920 respectively; that said mortgage deed conveyed, as security for said indebtedness, the following described real estate situate in the County of Baldwin, State of Alabama, and more particularly described as follows:

"Northeast 1/4 of Section 9, Township 3 South of Range 3 East of the St. Stephens Meridian, containing 161.10 acres."

A copy of the said mortgage deed is hereto attached, marked Exhibit "A", and by reference expressly made a part of this bill of complaint.

✓

3. Your orator avers that on, to-wit, the 12th day of June, 1916, the respondents paid on the principal note of said mortgage the sum of \$1,169.16, leaving a balance due on said principal note of \$640.18; that on the 30th day of March, 1917, the respondents wholly failed to pay the interest note then due amounting to \$126.63, or any part thereof, although there was due on said interest note, interest at the rate of 7% from the 30th day of March, 1916, to the said 12th day of June, 1916, on \$1,809.34, amounting to the sum of, to-wit, \$25.33, and although there was due on said interest note the further sum of \$35.85 as interest at 7% on said sum of \$640.18 from said 12th day of June, 1916 to said 30th day of March, 1917, and your orator further avers that the said respondents wholly made default in paying said installment of interest and are still in default in paying said interest, and your orator avers that by the express terms of said mortgage it is provided as follows:

"That if default shall be made in the payment of said notes, or either of them, or any part thereof, at maturity, or at any fixed date prior thereto, of which notice shall have been given of intention to make payment under any privilege retained therein, or if there shall be a failure to comply with any and every condition of this indenture, then the whole of the indebtedness secured hereby, including all demands, either for liens, taxes, assessments, insurance premiums, attorneys fees, costs, charges, expenses, or otherwise, shall at the option of the legal holder or holders thereof, or either of them, become due and collectable at once by foreclosure, or otherwise, and without notice of broken condition, and the principal sum secured by this indenture shall bear interest from the date of said notes at a rate of 7% per annum until paid, (less any proper credit for money paid) as agreed, assessed and liquidated damages for said default, and this indenture shall stand as security therefor and may therefore be foreclosed to pay the same."

And your orator avers that the respondents being in default in the payment of the installment of interest due March 30th, 1917, he has elected, under the option provided in said contract, to declare the entire indebtedness secured by said mortgage due and has elected to foreclose the said mortgage in order to satisfy said indebtedness.

PRAYER FOR PROCESS

The premises considered, your orator respectfully

prays that said Charlotte S. Myers and Wm. P. Myers be made parties respondent to this your orator's bill of complaint, and that service be had upon said respondents according to the course and practice of this Honorable Court.

PRAYER FOR RELIEF.

And your orator farther prays that this court may be pleased to ascertain and decree the amount of the indebtedness due to your orator under said mortgage and may be pleased to decree that said mortgage be foreclosed and that the property therein described, and above described in this bill of complaint, be condemned and sold to satisfy the said indebtedness and that said respondents' equity of redemption in said property be forever foreclosed, and that in case the proceeds of the sale of said mortgage be not sufficient to satisfy said indebtedness, that this court will be pleased to render a personal decree against the said respondents for any balance that may be found to be due by them to your orator. And your orator prays for such other and further relief as he is entitled to receive the premises considered.

Harry J. Smith & Coffey.  
Solicitors for Complainant.

FOOT NOTE:

Each of the respondents is required to answer each and every allegation of the above and foregoing bill of complaint from paragraph one (1) to paragraph four (4), both inclusive, but not under oath, oath as to each being hereby expressly waived.

Harry J. Smith & Coffey.  
Solicitors for Complainant.

STATE OF ALABAMA ))  
                          ))  
COUNTY OF MOBILE ))

Personally appeared before me, Lillie A. Booth, a Notary Public in and for said County in said State, Wm. G. Caffey, who, upon oath, deposes and says that he is one of the solicitors for the complainant in the above entitled cause; that he is informed and believes and on such information and belief states that the respondents in the above entitled cause, namely, Charlotte S. Myers and Wm. P. Myers, are non-residents of the State of Alabama; that they are now residents of the State of Illinois, and that their post-office address is 819 E. 39th Street, Apartment C, Flat 3, Chicago, Illinois.

Wm. G. Caffey

Subscribed and sworn to before me  
this 6th day of November, 1917.

Lillie A. Booth  
Notary Public, Mobile County, Ala.

My commission expires October 28th, 1919.

11

CHARLOTTE S. MYERS, )  
Appellant. )

-vs-

ALFRED S. STEENBURG, as Trustee, )  
Appellee. )

IN THE SUPREME COURT OF  
ALABAMA.

It is hereby agreed by and between Harry T. Smith and Caffey, as solicitors for the Appellee, Alfred C. Steenburg, as Trustee, and Rickarby and Beebe, as solicitors for the Appellant, Charlotte S. Myers, that the deposition of D. C. Kinch and the deposition of M. H. Crosbie, filed in the Circuit Court of Baldwin County on March 12th, 1919, and offered and noted in evidence by the Appellee, having been inadvertently omitted from the transcript of the record, the Register of the Circuit Court of Baldwin County may make up a supplemental record including each of these depositions, and that the said supplemental record may be taken and treated by the Supreme Court of Alabama as a part of the record in this cause and in all respects as if the same had been included in the original transcript of the record filed in this cause.

Made at Mobile, Alabama, this the 22<sup>nd</sup> day of April, 1921.

Harry T. Smith & Caffey  
Solicitors for Appellee.

Rickarby & Beebe  
Solicitors for Appellant.

HARRY T. SMITH & CAFFEY  
ATTORNEYS AT LAW  
716 - 722 NATIONAL CITY BANK BUILDING  
MOBILE, ALA.

HARRY T. SMITH.  
WILLIAM S. CAFFEY.

November 22, 1921.

Hon. F. W. Richerson, Clerk,  
Circuit Court of Baldwin County,  
Bay Minette, Alabama.

Dear Sir:-

Owing to the fact that our call in the Supreme Court has intervened, we have been delayed in sending the papers in the Steenberg-Myers case to Judge Leigh. We have sent these papers by to-day's mail and we presume that you will get the order within the next few days.

In accordance with our promise, we are enclosing you form of Notice. It will be necessary for you to enter the date of the order which Judge Leigh makes in the matter in the blank space which has been left in this notice. It will then be in order for publication and we would thank you to publish it at the earliest practicable date, giving us notice of the time when the sale will be held.

Yours truly,

*Harry T. Smith & Caffey*

WGC:TJ  
Enc.

Filed 4/27-1919,  
T. M. Williams  
Register

HARRY T. SMITH & GAFFEY  
ATTORNEYS AT LAW  
716 - 722 NATIONAL CITY BANK BUILDING  
MOBILE, ALA.



File No. 16454

Order No. 7185

*W. P. Myers*  
*Farmington Ill.*

# Machinery Order

The Southwestern-Port Huron Co.  
PEORIA, ILLINOIS

**INSTRUCTIONS TO SALESMEN**  
Make Two Copies of the Order.  
Keep one Copy Yourself.  
Give a Copy to the Purchaser.  
Send the Original IMMEDIATELY to the Company with a report on its printed form.

Date.....  
.....Acknowledged Receipt.  
.....To Mgr. for Decision.  
.....Shipping Order Issued.  
.....Sent Settlement to.....  
.....Settlement Received.  
.....Settlement.....  
Accepted..... 191.....  
Declined..... 191.....

### ENDORSER'S SPACE.

Dated..... 191.....

The Southwestern-Port Huron Co.:  
Ship the Goons herein ordered, and I (or we) will sign with the purchaser, the notes described as falling due as follows:

..... 191.....  
..... 191.....  
..... 191.....

Name.....  
P. O.....  
Twp.....  
Co..... State.....  
Name.....  
P. O.....  
Twp.....  
Co..... State.....

*Bank of Farmington Farmington Ill.*  
*Farmington Loan Co. Farmington Ill.*  
*W. S. Moore Dr. P.*  
*Alfred C. Stanberg les. Sankus "*  
*A. A. Vandervoort Supp "*  
*Bank of Madaleno Madaleno "*  
*Am. Y. Courtenay Farm "*  
*A. H. Dikeman "*  
*E. R. Dyer les. Gro. "*  
*Sutton Co. les. Lewis town Ill.*

## PROPERTY STATEMENT

For the purpose of obtaining credit, I hereby state that I own in my own name in fee simple.....  
acres of land in the Township of..... County of....., State of.....  
....., described as follows:

Description..... Section..... T..... R..... Value \$.....  
I own..... horses worth \$.....; ..... cattle worth \$.....  
Farm machinery worth \$.....; threshing machinery worth \$.....  
Other property, viz:..... worth \$.....  
Total cash value of property \$.....  
My real estate is unencumbered except for..... mortgage..... due.....  
191....., and owned by..... amounting to \$.....  
NAME AND P. O. OF MORTGAGEE.  
My personal property is unencumbered except for mortgage due.....  
191....., given to..... covering.....  
NAME AND P. O. OF MORTGAGEE.  
..... amounting to \$.....  
Total encumbrance \$.....  
Unsecured debts \$.....

I have no judgments against me; I have no suits pending against me. I am..... years old and..... married.  
(Sign here).....

For the purpose of obtaining credit, I hereby state that I own in my own name in fee simple.....  
acres of land in the Township of..... County of....., State of.....  
....., described as follows:

Description..... Section..... T..... R..... Value \$.....  
I own..... horses worth \$.....; ..... cattle worth \$.....  
Farm machinery worth \$.....; threshing machinery worth \$.....  
Other property, viz:..... worth \$.....  
Total cash value of property \$.....  
My real estate is unencumbered except for..... mortgage..... due.....  
191....., and owned by..... amounting to \$.....  
NAME AND P. O. OF MORTGAGEE.  
My personal property is unencumbered except for mortgage due.....  
191....., given to..... covering.....  
NAME AND P. O. OF MORTGAGEE.  
..... amounting to \$.....  
Total encumbrance \$.....  
Unsecured debts \$.....

I have no judgments against me; I have no suits pending against me. I am..... years old and..... married.  
(Sign here).....

To THE SOUTHWESTERN-PORT HURON CO., Peoria, Illinois. Dated 2/7 1916

You may deliver to me on board cars at your factory, or where manufactured, on or about the 22nd day of February, 1916.  
 or as soon thereafter as possible, consigned to your order at Farmington, County of Jackson.  
 State of Illinois, Route R.R. Station, the following mentioned goods:

QUANTITY	NAME OF ARTICLE (ONLY GOODS SPECIFIED HEREUNDER WILL BE FURNISHED)	LIST PRICES
One	24 H.P. Engine New	
One	Grain Separator	
One	Tractor with 8' canopy top new	
	100 lb. Cast Iron	
Total		\$195.00

Undersigned will receive the machinery, (The word "Machinery" wherever appearing in this order shall be construed to include all articles herein ordered) pay the freight and charges, and pay to the Company on or before the arrival of said machinery, the sum of 195.00 Dollars

in the following manner, viz:

CASH \$		
Note Due <u>Oct 1st</u>	191 <u>6</u> \$ <u>489.00</u>	Note Due 191 <u>6</u> \$
Note Due <u>Oct 1st</u>	191 <u>7</u> \$ <u>489.00</u>	Note Due 191 <u>7</u> \$
Note Due <u>Oct 1st</u>	191 <u>8</u> \$ <u>489.00</u>	Note Due 191 <u>8</u> \$
Note Due <u>Oct 1st</u>	191 <u>9</u> \$ <u>489.00</u>	Note Due 191 <u>9</u> \$
Note Due September 1, 191 <u>6</u>	\$	
Note Due September 1, 191 <u>6</u>	\$	

Notes to bear interest at highest legal rate from date of delivery of the machinery until paid.

Notes to be made PAYABLE AT Farmington (Name of Bank or Express Office)  
 Also, in part payment of above purchase price, will deliver the following property, free from all encumbrance, loaded free on board cars at Farmington and complete and in running order excepting Nothing ENGINE, Plain, Traction, built by John Deere in year 1916, Size 21

Also (Describe in detail fully. If a Separator or other machine, or a discount, change accordingly. Cross out all that does not apply.)

This order when accepted and completed on part of vendor by delivery of machinery hereby purchased shall operate as and be an absolute transfer of title to the articles given in part payment.

Undersigned will furnish satisfactory security for the prompt payment of notes in the following manner: Chattel Mortgage on the above described machinery and also Mortgage on the following property, free of encumbrance: Same as you now have (Describe in detail fully. Cross out printing which does not apply.)

If this order includes more than one machine or attachment, it is understood to be a separate and distinct order for each of said machines and said attachments at separate prices, which prices bear the same ratio to the total price as the list price of each bears to the total list price of all as shown in the price list issued by the Company; and the Warranty applies to each separate machine or attachment; and the failure of one machine or attachment shall not relieve the purchaser from liability to pay for the others. This order is subject to approval of The Southwestern-Port Huron Co., Peoria, Illinois.

If, for any reason, the purchaser fails to accept and settle for the machinery ordered, he will, if the Company so elects and demands, pay to the Company, in lieu of the enforcement of this contract, as liquidated damages, a sum equal to 10 per cent. of the list price, and, if shipment has been made, freight from the factory and return, demurrage, cartage, loading and unloading expense, expediting and all other similar expense actually incurred by reason of the shipment and attempted delivery of said machinery

The title to said goods shall remain in the Company until the purchase price is paid or satisfactorily secured, but this shall not reduce the liability of the purchaser from the time of delivery aforesaid.

**WARRANTY.**

**Working.**—This machinery is warranted to do well the work for which it is intended, if properly operated by competent persons.

If the purchaser does not notify the Company to the contrary, by registered letter to the Company at its home office in Peoria, Illinois, within five days from first day's use, the machinery shall be considered as satisfying all warranties except as to materials.

If any machine or attachment does not fulfill the warranty, the Company shall furnish one which does, or refund its purchase price, and this shall be the limit of the Company's liability.

**Materials and Workmanship.**—This machinery is warranted to be well made of good materials, and if any part breaks within one year

from delivery because of defect, the Company shall furnish a duplicate part upon delivery to it of the broken part, and this shall be the limit of the Company's liability for such defect.

**Change in Warranty.**—This warranty can not be changed except in writing by an officer of the Company; no employe mechanical expert, or selling agent can change any provision thereof or notice required, nor shall any action by the Company or any agent taken to remedy any defect complained of be a waiver of the registered notice of dissatisfaction or complaint herein required;

Second hand goods, also machines specially built to order, and machines built by other than Port Huron Engine & Thresher Company, are not warranted by the Company in any respect.

SIGN HERE. <u>W.P. Myers</u>	POST OFFICE. <u>Farmington</u>	R.F.D. No. <u>No. 1</u>	TOWNSHIP. (In which purchaser resides.) <u>Boylston</u>	NEAREST STEAM OR ELECTRIC STATION	
				Miles.	Direction

4.

INSTRUCTIONS TO SALESMEN:

Make Two Copies of the Order

Keep One Copy Yourself.

Give a Copy to the Purchaser.

Send the Original IMMEDIATELY to the Company with a report on its  
Printed Form.

Date.

. . . . . Acknowledged Receipt.  
. . . . . To Mgr. for Decision.  
9-21-15 . . . Shipping Order Issued - J. B. G.  
9-23 . . . . Sent Settlement to B. R.  
. . . . . Settlement Received.  
9-28. . . . . Settlement O. K. P. K.

Accepted - 9-20-1915.

D. C. Kinch.

Declined . . . . . 191. . . . .  
. . . . .

3.

for which it is intended, if properly operated by competent persons.

If the purchaser does not notify the Company to the contrary, by registered letter to the Company, at its home office in Peoria, Illinois, within five days from first day's use, the machinery shall be considered as satisfying all warranties except as to materials.

If any machine or attachment does not fulfill the warranty, the Company shall furnish one which does, or refund its purchase price, and this shall be the limit of the Company's liability.

**MATERIALS AND WORKMANSHIP.**---This machinery is warranted to be well made of good materials, and if any part breaks within one year from delivery because of defect, the Company shall furnish a duplicate part upon delivery to it of the broken part, and this shall be the limit of the Company's liability for such defect.

**CHANGE IN WARRANTY.**---This warranty can not be changed except in writing by an officer of the Company; no employe mechanical expert, or selling agent can change any provision thereof or notice required, nor shall any action by the Company or <sup>agent</sup> ~~any~~ taken to remedy any defect complained of be a waiver of the registered notice of dissatisfaction or complaint herein required.

Second hand goods, also machines specially built to order, and machines built by other than Port Huron Engine and Thresher Company, are not warranted by the Company in any respect.

SIGN HERE.	POST OFFICE.	R.F.D. TOWNSHIP	NEAREST STEAM OR ELECTRIC STATION
W. P. Myers	Farmington	No. 1	Resides from it Farmington,
Charlotte Myers			4-1/2 Miles, West.

County of Fulton, State of Ill.

On the back of said order appears the following:

TRANSFER.

File No. 16454. Order No. 7046

W. P. Myers, Farmington, Ill.

MACHINERY ORDER. - The Southwestern Port Huron Co.,  
Peoria, Ill.  
Received Sep. 8, 1915.

*Exhibit 2*

2.

This order when accepted and completed on part of vendor by delivery of machinery hereby purchased shall operate as and be an absolute transfer of title to the articles given in part payment.

Undersigned will furnish satisfactory security for the prompt payment of notes in the following manner: Chattel Mortgage on the above described machinery and also Mortgage on the following property, free of encumbrance: 161 acres of land in Baldwin Co., Ala., Worth \$5000.00 owned by Mrs. W. P. Myers, description to be furnished later.

If this order includes more than one machine or attachment, it is understood to be a separate and distinct order for each of said machines and said attachments at separate prices, which prices bear the same ratio to the total price as the list price of each bears to the total list price of all as shown in the price list issued by the Company; and the Warranty applies to each separate machine or attachment; and the failure of one machine or attachment shall not relieve the purchaser from liability to pay for the others. This order is subject to the approval of The Southwestern Port Huron Co., Peoria, Illinois.

If, for any reason, the purchaser fails to accept and settle for the machinery ordered, he will, if the Company so elects and demands, pay to the Company, in lieu of the enforcement of this contract, as liquidated damages, a sum equal to 10 per cent. of the list price, and, if shipment has been made, freight from the factory and return, demurrage, cartage, loading and unloading expense, expediting, and all other similar expense actually incurred by reason of the shipment and attempted delivery of said machinery.

The title to said goods shall remain in the Company until the purchase price is paid or satisfactorily secured, but this shall not reduce the liability of the purchaser from the time of delivery aforesaid.

WARRANTY.

WORKING.---This machinery is warranted to do well the work

*Exhibit 2*

TO THE SOUTHWESTERN PORT HURON CO., Peoria, Illinois.

Dated, Peoria, Ill., Sept. 7, 1915.

You may deliver to me on board cars at your factory, or where manufactured, on or about the soon as possible, or as soon thereafter as possible, consigned to your order at Peoria, County of \_\_\_\_\_ State of Ill. Route \_\_\_\_\_, the following mentioned goods:

QUANTITY.	NAME OF ARTICLE (ONLY GOODS SPECIFIED HEREUNDER WILL BE FURNISHED)	LIST PRICE
1	Rebuilt Port Huron Engine # Complete with canopy top	
1	Sr. Corn Sheller Complete with 43' Drag Feeder	
1	80' 8" - 4 ply Sawyer Belt	
1	#8 Tank Pump Outfit	
1	12 Bale. 209 Gal. Steel Tank	
1	16 x 27 Canvas Cover	

Undersigned will receive the machinery, (The word "Machinery" wherever appearing in this order shall be construed to include all articles herein ordered) pay the freight and charges, and pay to the Company on or before the arrival of said machinery the sum of Eighteen Hundred Dollars in the following manner, viz:

Note Due Mar. 1, 1916, \$300.00; Note Due Oct. 1, 1916, \$300.00  
Note due Mar. 1, 1917, \$300.00; Note Due Oct. 1, 1917, \$300.00  
Note Due Mar. 1, 1918, \$300.00; Note Due Oct. 1, 1918, \$300.00

Notes to bear interest at highest legal rate from date of delivery of the machinery until paid.

Notes to be made payable at Bank of Farmington, Farmington.

Also in part payment of above purchase price, will deliver the following property, free from all encumbrance, loaded free on board cars at \_\_\_\_\_ and complete and in running order excepting \_\_\_\_\_ Plain ENGINE Traction.

(Write word "Nothing" or explain)--(Number)  
built by \_\_\_\_\_ in year \_\_\_\_\_ size \_\_\_\_\_

Also (Describe in detail fully. If a Separator or other machine, or a discount, change accordingly. Cross out all that does not apply)

*Consignment here*

*Exhibit 2*

*✓*

<u>SIGN HERE</u>	<u>POST OFFICE</u>	<u>R.F.D.</u> <u>No.</u>	<u>TOWNSHIP</u> <u>in which purchaser</u> <u>resides</u>	<u>NEAREST STEAM OR</u> <u>ELECTRIC STATION.</u> <u>resides from it</u>
				<u>miles</u> <u>direction</u>
W.P. Myers )	Farmington )	#1 )	. . . . . )	Farmington, ) 4½ ) West
. . . . . )	. . . . . )	. . . . . )	. . . . . )	. . . . . )
. . . . . )	. . . . . )	. . . . . )	. . . . . )	. . . . . )

Phone.....Central..... County of.....State of .....

*L. Whit A1.*

This order when accepted and completed on part of vendor by delivery of machinery hereby purchased shall operate as and be an absolute transfer of title to the articles given in part payment.

Undersigned will furnish satisfactory security for the prompt payment of notes in the following manner: Chattel mortgage on the above described machinery, and also mortgage on the following property, free of encumbrance . . . . .161 acres of land in Baldwin Co, Ala worth \$3000 00 owned by Mrs. W.P. Myers description to be furnished later.

If this order includes more than one machine or attachment it is understood to be a separate and distinct order for each of said machines and said attachment at separate prices, which prices bear the same ratio to the total price as the list price of each bears to the total list price of all as shown in the price list issued by the Company; and the Warranty applies to each separate machine or attachment; and the failure of one machine or attachment shall not relieve the purchaser from liability to pay for the others. This order is subject to approval of THE SOUTHWESTERN PORT HURON CO., Peoria, Illinois.

If, for any reason, the purchaser fails to accept and settle for the machinery ordered, he will, if the Company so elects and demands, pay to the Company, in lieu of the enforcement of this contract, as liquidated damages, a sum equal to 10 per cent. of the list price, and, if shipment has been made, freight from the factory and return demurrage, cartage, loading and unloading expense, expediting and all other similar expense actually incurred by reason of the shipment and attempted delivery of said machinery.

The title to said goods shall remain in the Company until the purchase price is paid or satisfactorily secured, but this shall not reduce the liability of the purchaser from the time of delivery aforesaid.

WARRANTY

WORKING.-This machinery is warranted to do well the work for which it is intended, if properly operated by competent persons. defect the Company shall furnish a duplicate part upon delivery to it of the broken part, and this shall be the limit of the Company's liability for such defect.

If the purchaser does not notify the Company to the contrary by registered letter to the Company at its home office in Peoria, Illinois within five days from first day's use, the machinery shall be considered as satisfying all warranties except as to materials.

If any machine or attachment does not fulfill the warranty, the Company shall furnish one which does, or refund its purchase price, and this shall be the limit of the Company's liability.

MATERIALS AND WORKMANSHIP.- This machinery is warranted to be well made of good materials, and if any part breaks within one year from delivery because of

CHANGE IN WARRANTY.-This warranty can not be changed except in writing by an officer of the Company; no employe mechanical expert or selling agent can change any provision thereof or notice required, nor shall any action by the Company or any agent be taken to remedy any defect complained of be a waiver of the registered notice of dissatisfaction of complaint herein required.

Second hand goods, also machines specially built to order, and machines built by other than Port Huron Engine & Thresher Company, are not warranted by the Company in any respect.



EXHIBIT "A-1"

Threshing Machinery Order Form No. 3456-2,000-3-15. 7520.

To THE SOUTHWESTERN PORT HURON CO., Peoria, Illinois.

Dated Peoria, Ill Sept 7, 1915.

You may deliver to me on board cars at your factory or where manufactured, on or about the .soon as possible....191 or as soon thereafter as possible, consigned to your order at Peoria, County of .....State of Ill, Route..... (R.R. Station) the following mentioned goods:

Quantity	Name of article (only goods specified hereunder will be furnished	List prices
1	Rebuilt Port Huron Engine complete with canopy top.....	
1	Sr. Corn Sheller complete with 43 Feeder.....	
1	80 " 8 " 4 ply Sawyer Belt.....	
1	#8 Tank Pump Outfit.....	
1	12 Bbl 209 Gal. Steel Tank.....	
1	16X27 Canvas Cover.....	
	Total.....	

Undersigned will receive the machinery, (The word "Machinery" wherever appearing in this order shall be construed to include all articles herein ordered) pay the freight and charges, and pay to the Company on or before the arrival of said machinery, the sum of .....Eighteen Hundred .....Dollars in the following manner, viz: Cash.....

Note due Mar 1, 1916	\$300 00	Note due Mar 1, 1918	\$300 00
Note due Oct 1, 1916	300 00	Note due Oct 1, 1918	\$300 00
Note due Mar 1, 1917	300 00	Note due .....	.....
Note due Oct 1, 1917	300 00	Note due .....	.....
Note due September 1, 191.....	\$.....	) These two notes were given	
Note due September 1, 191.....	\$.....	) for Wind or Sattley Stacker.	

Notes to bear interest at highest legal rate from date of delivery of the machinery until paid.

Notes to be made PAYABLE AT Bank of Farmington, Farmington (Name of Bank or Express office)

Also in part payment of above purchase price, will deliver the following property, free from all encumbrance, loaded free on board cars at .....and complete and in running order excepting .....ENGINE.. Plain Traction (Write word nothing or explain (number)

built by ..... in year ..... size ..... Also ..... (Describe in detail. If a Separator or ther machine, or a discourt, change accordingly. Cross out all that does not apply)

Enc 1

sent up to Supreme Court

said transactions, then please state fully and in detail what part of said transactions you have no personal knowledge of.

Harry T. Smith & Haffer  
Solicitors for Complainant.

STATE OF ALABAMA )  
COUNTY OF MOBILE )

Personally appeared before me, Lillie A. Booth, a Notary Public in and for said state and County, Harry T. Smith, who, upon oath, deposes and says that he is one of the attorneys for the complainant in the above entitled cause, that the above named witnesses, D. C. Kinch and M. H. Crosbie, reside out of the State of Alabama, and in the State of Illinois, and that each is a material witness for the complainant in the above entitled cause.

Harry T. Smith

Subscribed and sworn to before me  
this 24th day of January, 1919.

Lillie A. Booth  
Notary Public, Mobile County, Alabama.

We suggest L. E. Sutherland, whose address is No. 1029 Jefferson Building, Peoria, Illinois, as a suitable and competent person to take the depositions of the above named witnesses.

Harry T. Smith & Haffer  
Solicitors for Complainant.

of said order was given the company, and if so, whether it was accepted, or whether it was refused and if you say it was refused, please state why and also state whether subsequently the order, a copy of which is attached as "Exhibit 2", was given signed by both Charlotte S. Myers and Wm. P. Myers and accepted by said company.

7. Please examine copy of order hereto attached marked "Exhibit 2", and state whether or not the original of this order was ever received by the Southwestern Port Huron Company, and where the original now is.

8. Please state whether or not this order was subsequently accepted by said company, on or about the 20th day of September, 1915.

9. If you say that said order was accepted by the Southwestern Port Huron Company, please state whether or not this order was accepted on the joint credit of Charlotte S. Myers and Wm. P. Myers.

10. When the order, a copy of which is hereto attached marked "Exhibit A-1", which is signed by Wm. P. Myers alone, was presented to the company, please state whether or not the company positively declined and refused to sell said machinery except on the joint credit of Charlotte S. Myers and Wm. P. Myers, and whether or not the joint order, a copy of which is hereto attached marked "Exhibit 2", was then presented by Charlotte S. Myers and Wm. P. Myers, and accepted by the company on their joint credit.

11. Please examine the order hereto attached marked "Exhibit 3", dated Feb. 7th, 1916, and state whether it was presented to the Southwestern Port Huron Company by Wm. P. Myers, and whether or not it was accepted or declined, and if you say it was declined, please state why it was declined.

12. Please state whether or not you have personal knowledge of the transactions between the Southwestern Port Huron Company and Mr. and Mrs. Myers, from their inception in June, 1915, down to and including the foreclosure of the chattel mortgage which is dated March 30th, 1916, which said foreclosure occurred in June, 1915. If you say that you have not personal knowledge of all of

ALFRED C. STEENBURG, as Trustee,  
Complainant.

-vs-

CHARLOTTE S. MYERS AND WM. P.  
MYERS,  
Respondents.

CIRCUIT COURT OF BALDWIN  
COUNTY.  
IN EQUITY.

Now comes the complainant in the above entitled cause and propounds to the following named witnesses, who are material witnesses on his behalf, and who reside in the City of Peoria, State of Illinois, namely, D. C. Kinch and M. H. Crosbie, the following interrogatories:

1. Please state your name, age, place of residence, and business, and state what your business was on and prior to June 12th, 1915.

2. Please state what connection, if any, you had with the Southwestern Port Huron Company on and prior to June 12th, 1915, and how long you had been connected with said company.

3. Please examine the order for machinery attached, marked "Exhibit 1", dated June 12th, 1915, and state whether or not said order was ever received by the Southwestern Port Huron Company, and if so, whether the same was the first order for machinery ever received by said company from either Wm. P. Myers or Charlotte S. Myers.

4. Please state whether this was a joint order by both parties, and whether or not the said company investigated the joint credit of these two parties before determining whether or not it would accept said order.

5. Was the said order ever accepted, and if not, why not? Explain fully.

6. Please examine copy of order for machinery hereto attached, marked "Exhibit A-1", and state whether the original

THE STATE OF ALABAMA,  
Baldwin County.

CIRCUIT COURT, IN EQUITY.

Alfred C Steenburg as Trustee  
Complainant.

Complainant.....

vs.

Charlotte S Myers and Wm P Myers.

Defendant.....

To ~~Richardby Austill and Beebe.~~ Charlotte S Myers and Wm P Myers,

or Rickarby Austill and Beebe.

....., Solicitor of Record:

You are hereby notified that interrogatories have this day been filed by.....

Alfred C Steenburg as Trustee, ..... in the office of the Clerk of the Circuit Court of

Baldwin, ..... County, to be propounded to.....

D.C.Kinch and M.H.Crosbie

witnesses for the Complainant, ..... in the above stated cause. A copy of which

interrogatories may be had upon application to said Clerk; and you can file cross-interrogatories, if you think

proper, within ten days after service of this notice, at the expiration of which time a commission will issue to take

the deposition of said witnesses. The witnesses reside in Peoria

in the County of ..... in the State of Ill

and the Commissioner proposed by the Complainant, to-wit: L.E.Sutherland

1029 Jefferson Bldg, Peoria Ill.

reside in Peoria in the County of

in the State of Illinois

Witness my hand, at office in Blytheville, this the 27th day of

January 1919.

*[Handwritten Signature]*

Register.

Received in office this 27

day of Jan 1919

O. B. Richardson  
Sheriff.

Executed on this 8<sup>th</sup>

day of Feb 1919

by leaving a copy of the within notice

with M. C. Beebe

Solicitor of Record for Alfred

~~Shenbrot~~ Charlotte R  
Myers.

O. B. Richardson  
Sheriff.

The State of Alabama,

CIRCUIT COURT.

Baldwin

COUNTY.

Equity

Division.

To Hon. I. E. Sutherland

No. 1029. Jefferson, Bldg, Peoria, Ill.

or such of you as may act herein, of \_\_\_\_\_ County, State of  
Ill., \_\_\_\_\_, Greeting:

KNOW YE, That we, reposing confidence in your integrity, skill, and ability  
have appointed you Commissioners to take the testimony of

D. C. Kinch, and M. H. Crosbie,

material witness es \_\_\_\_\_ in a suit now pending in our Circuit \_\_\_\_\_ Court  
of Baldwin \_\_\_\_\_ County, wherein

Alfred C Steenburg as Trustee,

Plaintiff, and

Charlotte S Myers and Charlotte \_\_\_\_\_  
William P Myers, are

Defendants, and we hereby authorize and empower you to call and cause to come  
before you D. C. Kinch and M. H. Crosbie

\_\_\_\_\_ the said  
witnesses and take deposition on the Holy Evangelists to take, as well for the  
plaintiff as for the \_\_\_\_\_ touching their knowledge  
of the matters and things in controversy in said suit, which deposition, when so  
taken, shall be signed by said witness and certified by such of you Commissioners  
as may act herein, and you are further commanded, the deposition, when so taken,  
with this commission, to return under your hands and seals to the Clerk of said  
Court, with all convenient speed, and any one or more of you Commissioners, are  
authorized to act alone in the premises.

Witness my hand, this 20th day of February 1919

Witness' Fees, - - - \$

Commissioners' Fees, \$

*T. W. Williams* Clerk.



# DIRECTIONS:

## TO THE COMMISSIONERS IN EXECUTING AND RETURNING THE COMMISSION.

1. If the time and place of executing the commission are not named therein, the Commissioners will subpoena the witness to appear before them at such time and place as they may appoint, and administer the oath to witness.

2. Either the Commissioners, witness, or some impartial persons, must reduce the answer of witness to writing, as near as may be in the language of the witness.

3. State the caption of the cause at the beginning, and then the following heading or title:

By virtue of the Commission hereto annexed, issued from the office of the Clerk of the Circuit Court of \_\_\_\_\_ County, State of Alabama, we, the Commissioners therein named, have called and caused to come before us the said A B, the witness named in said commission, on this \_\_\_\_\_ day of \_\_\_\_\_ 191\_\_\_\_, at the \_\_\_\_\_; and having duly cautioned and sworn the said witness to speak the truth, the whole truth, and nothing but the truth, A B, the said witness, deposeth and saith as follows:

*First.*—To first interrogatory he saith:

*Second.*—To second interrogatory he saith:

*First.*—To first cross-interrogatory he saith:

4. When the deposition is finished, it must be subscribed by the witness and certified as follows:

We, C D and E F, the Commissioners in said commission named, do hereby certify that the foregoing testimony and answers, taken down and written by us in the words of the witness, A B, were read over to him; that he assented, swore to, and subscribed the same in our presence, at the time and place herein mentioned; that we have personal knowledge of the personal identity of said witness [or, if unacquainted with the witness, that proof hath been made before us of the identity of the said witness]; that we are not of counsel or kin to either of the parties to said cause, nor interested in the event thereof. And we inclose the said testimony, together with said commission and the interrogatories, direct and cross, to the said Clerk of the Circuit Court, whence the same emanated, as our full execution of said commission.

Given under our hands and seals, this \_\_\_\_\_ day of \_\_\_\_\_ 191\_\_\_\_

-----[L. S.]

-----[L. S.]

Next unite the commissions, interrogatories, and answers together, with wafers or tape; second, envelope all, sealed with three seals; third, write each Commissioner's name across each seal; and, fourth, write on the envelope the names of the parties and witnesses, and direct it thus:

C D v. E F	To <i>T. W. Richardson</i> Esq., CLERK OF THE CIRCUIT COURT.
DEPOSITION OF	<i>Bay Murrell</i>
A B	<i>Baldwin</i> County, Ala.

The package may be sent by mail or private conveyance.

UNITED STATES OF AMERICA, }  
STATE OF ILLINOIS, } ss.

OFFICE OF THE SECRETARY OF STATE.

I, LOUIS L. EMMERSON, Secretary of State of the State of Illinois, do hereby certify that the foregoing is a true copy of an act entitled "An act to revise the law in relation to Husband and Wife", approved March 30, 1874,

the original of which is now on file in my office.

IN WITNESS WHEREOF, I hereunto set my hand and affix the Great Seal of State at the City of Springfield, this 19th day of November A. D. 1918

*Louis L. Emmerson*  
Secretary of State.

UNITED STATES OF AMERICA, }  
STATE OF ILLINOIS, }

EXECUTIVE DEPARTMENT.

I, FRANK O. LOWDEN, Governor of the State of Illinois, do hereby certify that LOUIS L. EMMERSON, who signed the foregoing certificate, was at the time of signing the same, and is now, Secretary of State of the State of Illinois, duly elected and qualified to that office, and that full faith and credit are due his official attestations; that he is the custodian of the above documents and authorized by law to certify to same, and that the same is in due form and by the proper officer; and that he is the custodian of the Great Seal of State of the State of Illinois.

IN WITNESS WHEREOF, I hereunto set my hand. Done at the City of Springfield, this 19th day of November 1918

*Frank O. Lowden*  
Governor.

UNITED STATES OF AMERICA, }  
STATE OF ILLINOIS, }

OFFICE OF THE SECRETARY OF STATE.

I, LOUIS L. EMMERSON, Secretary of State of the State of Illinois, hereby certify that FRANK O. LOWDEN, who signed the foregoing certificate, was at the time of signing the same, and is now, Governor of the State of Illinois, duly elected and qualified, and that as such, full faith and credit is, and ought to be, given to his official attestations; and I further certify that under the Constitution and laws of the State of Illinois, the Secretary of State is the custodian of the Great Seal of State, and that the Governor has no official seal. And I further certify that the foregoing signature is the genuine signature of Frank O. Lowden, Governor, and that the foregoing certificate signed by him is in due form.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the Great Seal of State. Done at the City of Springfield, this 19th day of November A. D. 1918

*Louis L. Emmerson*  
Secretary of State.

to be granted, then the court shall enter a decree granting such prayer and authorizing some discreet and proper person to make, execute, acknowledge and deliver jointly with said petitioner, all such conveyances or mortgages, and of such parcels of land as shall in said decree be specified.

Section 20. The court shall require of the petitioner, at the time, and as one of the conditions of granting said decree, such security for the protection of the interests, and for the proper support of such insane person, as the court shall deem satisfactory, and may from time to time renew or change the same, or require additional security. Such security shall be deposited with the Clerk of the court, and suits may be maintained thereon for the benefit of such insane person in any court of competent jurisdiction; or, the court shall order such portion of the money received from the sale of such property as the court shall deem equitable and just, to be set apart in such manner as the court shall direct for the use and benefit of such insane person, and such sum so set apart shall be and remain subject to the control and order of the court.

Section 21. All deeds of conveyance or mortgages authorized by and executed under the order of any court, made as hereinbefore provided, shall be valid in law and equity, and shall convey all the courtesy, dower or homestead interest of such insane person in and to the real estate so conveyed or mortgaged, as fully as if such person had been sane and executed and acknowledged the same in due form of law.

S M Cullom  
Speaker of the House of Representatives.

John Barly  
President of the Senate.

Approved. March 30, 1874

John L. Beveridge

Governor

FILED MAR 31 1874 Geo H Harlow SEC'Y OF STATE

Section 16. Neither the husband nor wife can remove the other or their children from their - homestead without the consent of the other - unless the owner of the property shall, in good faith, provide another homestead suitable to the condition in life of the family; and if he abandons her, she is entitled to the custody of their minor children, unless a court of competent jurisdiction, upon application for that purpose, shall otherwise direct.

Section 17. When the husband or wife is insane, and shall have been insane continuously, for a period of not less than one year, and therefore incapable of executing a deed or mortgage, and relinquishing or conveying his or her right to courtesy dower or homestead, in the real property of the other, the same person may present his or her petition to any - court having general chancery jurisdiction in the county where such petitioner - resides, or where the real estate to be affected is situated, setting forth the facts and particularly describing the real estate sought to be conveyed or mortgaged and praying for an order authorizing the applicant or some other person to execute a - deed of conveyance or mortgage for such insane person and thereby relinquish his or her right of courtesy, dower or homestead in said real estate.

*Robert S*

Section 18 The petition shall be verified by the oath of the petitioner and shall be filed in the office of the Clerk of the proper court. Notice of the filing of such petition shall be given to such insane person as is required to be given to defendants in chancery, by service of summons or by publication. The court shall appoint some discreet person, or attorney, guardian for the person alleged to be insane, who shall ascertain as to the propriety, good faith and necessity of the petition, and shall have power to resist such application, and subpoena witnesses and take depositions to disprove any of the matters in the petition, or show the impropriety of granting the same.

Section 19 If the court is satisfied, upon the hearing, that the petition was made in good faith and the prayer thereof ought

sides, may on application by petition, setting forth fully the facts, if the court is satisfied of the necessity, by the evidence, authorize him or her to manage, control sell and incumber the property of the other, as shall be necessary in the judgment of the court for the support and maintenance of the family and for the purpose of paying debts of the other, or debts contracted for the support of the family. Notice of such proceedings shall be given as in ordinary actions, and anything done under or by virtue of the order or decree of the court, shall be valid to the same extent as if the same were done by the party owning the property.

Section 12. All contracts, sales or incumbrances made by either the husband or wife by virtue of the power contemplated in the preceding section shall be binding on both, and during such absence or confinement, the person acting under such power may sue and be sued thereon, and for all acts done, the property of both shall be liable, and execution may be levied or attachment issued accordingly. No suit or proceeding shall abate or be in any wise affected by the return or release of the person absent or confined, but he or she shall be permitted to prosecute or defend jointly with the other.

Section 13. The husband or wife affected by the proceedings contemplated in the two preceding sections may have the order or decree of the court set aside or annulled by filing a petition therefor and serving a notice on the person in whose favor the same was granted, as in ordinary actions. But the setting aside of such decree or order shall in no wise affect any act done thereunder.

Section 14. A husband or wife may constitute the other his or her attorney in fact, to control and dispose of his or her property for their mutual benefit, or otherwise, and may revoke the same to the same extent and in the same manner as other persons.

Section 15. The expenses of the family and of the education of the children shall be chargeable upon the property of both husband and wife, or of either of them, in favor of creditors therefor and in relation thereto, they may be sued jointly or separately.

consent of her husband she may not enter into or carry on any partnership business, unless her husband has abandoned or deserted her or is idiotic, or insane, or is confined in the penitentiary.

Section 7. A married woman may receive, use and possess her own earnings, and sue for the same in her own name, free from the interference of her husband or his creditors.

Section 8. Neither husband or wife shall be entitled to recover any compensation for any labor performed or services rendered for the other, whether in the management of property or otherwise.

Section 9. A married woman may own, in her own right, real and personal property obtained by descent, gift or purchase, and manage, sell and convey the same, to the same extent and in the same manner that the husband can property belonging to him.

Provided, that where husband and wife shall be living together, no transfer or conveyance of goods and chattels between such husband and wife shall be valid as against the rights and interests of any third person, unless such transfer or conveyance be in writing, and be acknowledged and recorded in the same manner as chattel mortgages are required to be acknowledged and recorded by the laws of this state, in cases where the possession of the property is to remain with the mortgagor.

Section 10. Should either the husband or wife unlawfully obtain or retain possession or control of property belonging to the other either before or after marriage, the owner of the property may maintain an action therefor, or for any right growing out of the same, in the same manner and to the same extent as if they were unmarried.

Section 11. In case the husband or wife abandons the other, and leaves the state and is absent therefrom for one year, without providing for the maintenance and support of his or her family, or is imprisoned in the penitentiary; any court of record in the county where the husband or wife so abandoned or not confined re-

Exhibit 10

An act to revise the law in relation to Husband and Wife.

*Exhibit "S"*

Section 1. Be it enacted by the People of the State of Illinois, represented in the General Assembly, That a married woman may in all cases, sue and be sued without joining her husband with her, to the same extent as if she were unmarried, and an attachment or judgment in such action may be enforced by or against her, as if she were a single woman:

Section 2. If husband and wife are sued together, the wife may defend for her own right, and if either neglect to defend, the other may defend for such one also.

Section 3. When the husband has deserted his family, the wife may prosecute or defend, in his name, any action which he might have prosecuted or defended, and under like circumstances, the same right shall apply to the husband upon the desertion of the wife.

Section 4. For all civil injuries committed by a married woman, damages may be recovered from her alone, and her husband shall not be responsible therefor, except in cases where he would be jointly responsible with her if the marriage did not exist.

Section 5. Neither husband or wife shall be liable for the debts or liabilities of the other incurred before marriage, and, except as herein otherwise provided, they shall not be liable for the separate debts of each other, nor shall the wages, earnings or property of either, nor the rent or income of such - property, be liable for the separate debts of the other.

Section 6. Contracts may be made and liabilities incurred by a wife, and the same enforced against her, to the same extent and in the same manner as if she were unmarried; but except with the





File No. 16454

Order No. 7216

*W. P. Myers*  
*Peoria, Ill.*

# Machinery Order

The Southwestern-Port Huron Co.  
PEORIA, ILLINOIS

**INSTRUCTIONS TO SALESMEN.**  
Make Two Copies of the Order.  
Keep one Copy Yourself.  
Give a Copy to the Purchaser.  
Send the Original IMMEDIATELY to the  
Company with a report on its printed form

Date \_\_\_\_\_  
Acknowledged Receipt \_\_\_\_\_  
To Mgr. for Decision \_\_\_\_\_  
Shipping Order Issued \_\_\_\_\_  
Sent Settlement to \_\_\_\_\_  
Settlement Received \_\_\_\_\_  
Settlement \_\_\_\_\_  
Accepted \_\_\_\_\_ 191\_\_\_\_  
Declined \_\_\_\_\_ 191\_\_\_\_

## ENDORSER'S SPACE.

Dated \_\_\_\_\_ 191\_\_\_\_

The Southwestern-Port Huron Co.:  
Ship the Goods herein ordered, and I  
(or we) will sign with the purchaser, the  
notes described as falling due as follows:

\_\_\_\_\_ 191\_\_\_\_  
\_\_\_\_\_ 191\_\_\_\_  
\_\_\_\_\_ 191\_\_\_\_

Name \_\_\_\_\_

P. O. \_\_\_\_\_

Twp. \_\_\_\_\_

Co. \_\_\_\_\_ State \_\_\_\_\_

Name \_\_\_\_\_

P. O. \_\_\_\_\_

Twp. \_\_\_\_\_

Co. \_\_\_\_\_ State \_\_\_\_\_

## PROPERTY STATEMENT

For the purpose of obtaining credit, I hereby state that  
acres of land in the Township of \_\_\_\_\_  
described as follows:

Description \_\_\_\_\_ Section \_\_\_\_\_  
I own \_\_\_\_\_ horses worth \$ \_\_\_\_\_; \_\_\_\_\_ ca  
Farm machinery worth \$ \_\_\_\_\_; threshing ma  
Other property, viz: \_\_\_\_\_

My real estate is unencumbered except for \_\_\_\_\_ mortg  
191\_\_\_\_, and owned by \_\_\_\_\_  
NAME AND P. O. OF MORTGAGEE

My personal property is unencumbered except for mortg  
191\_\_\_\_, given to \_\_\_\_\_  
NAME AND P. O. OF MORTGAGEE

I have no judgments against me; I have no suits pendin  
\_\_\_\_\_ married. \_\_\_\_\_ (Sign I

For the purpose of obtaining credit, I hereby state that  
acres of land in the Township of \_\_\_\_\_  
described as follows:

Description \_\_\_\_\_ Section \_\_\_\_\_  
I own \_\_\_\_\_ horses worth \$ \_\_\_\_\_; \_\_\_\_\_ ca  
Farm machinery worth \$ \_\_\_\_\_; threshing ma  
Other property, viz: \_\_\_\_\_

My real estate is unencumbered except for \_\_\_\_\_ mortg  
191\_\_\_\_, and owned by \_\_\_\_\_  
NAME AND P. O. OF MORTGAGEE

My personal property is unencumbered except for mortg  
191\_\_\_\_, given to \_\_\_\_\_  
NAME AND P. O. OF MORTGAGEE

I have no judgments against me; I have no suits pendin  
\_\_\_\_\_ married. \_\_\_\_\_ (Sign I

Sept. 3, 1915.

Mr. W. P. Myers,  
Farmington, Ill.

Dear Sir:

We are pleased to advise that your machinery left here yesterday, consigned to our order at Farmington.

We have send the bill of lading and settlement papers, consisting of six notes chattel and real estate mortgage, to the Bank of Farmington, Farmington, Ill., and would ask that you kindly call there and sign the the notes and chattel mortgage, also have your wife sign the notes, chattel and real estate mortgages, have same properly acknowledged before a Justice of the Peace and when this is done the banker will surrender to you the bill of lading with which you can obtain possession of the machinery on payment of the freight.

Again thanking you for the business and wishing you success, we are

Yours truly,

SOUTHWESTERN PORT HURON CO.

EK

By

*Cross-interrogatory -  
Exhibit G. G.*

16454

Sept. 23, 1915

Bank of Farmington,  
Farmington, Ill.

Gentlemen:

We are enclosing herewith bill of lading, check lists, and settlement papers, covering shipment of engine and chiller, consigned to our order at Farmington, intended for W. P. Myers, of your City.

The papers consist of ~~six~~ notes, chattel and real estate mortgage, and we have written Mr. Myersto call at the bank, together with Mrs. Charlotte Myers, and sign the notes and mortgages, Mrs. Myers only is to sign the real estate mortgage, and have the mortgages properly acknowledged before a Justice of the Peace, and when this is done you may deliver to them the bill of lading with which they can obtain possession of the machinery on payment of the freight, returning the settlement to us in the enclosed stamped addressed envelope, with statement of your fees, upon receipt of which we will promptly remit.

Thanking you, we are

Yours truly,

SOUTHWESTERN PORT HURON CO.

HK

By

P.S. Kindly do not overlook attaching revenue stamps.

*Please call before delivery with a seal*

*Cross-interrogatory 2  
Glibel FF*

✓

16454

Sept. 8. 1915.

Mr. W. T. Myers,  
Farmington, Ill. R.1.

Dear Sir:-

This is to acknowledge receipt of and thank you for your order for machinery which was received today.

We called Mr. Moltham on the telephone last night and requested him to send in the old order and all papers pertaining to the deal immediately and as soon as same is received, we will get a description of the property offered as security and give you our decision at the earliest possible date.

With best wishes and thanking you for handling the matter promptly as you have, we are

Yours truly,

SOUTHWESTERN PORT HURON CO.

DCK:MS

By

Cross Interrogatory 2  
Exhibit E. C.

Sept. 10, 1915

Mr. W. P. Myers,  
Farmington, Ill. R.1.

Dear Sir:-

We are pleased to acknowledge receipt of your order for machinery and hand you herewith carbon copy of same.

As the writer told you when at the office the old order and all reports were sent to Mr. Holtham for the purpose of ~~making you and getting a description~~ of the property and we have written him to return them. As soon as received, we will get description of the property and let you know the Company's decision in the matter as soon as possible to get same.

If either you or Mrs. Myers have a description of the property, it might be well to write us by return mail as Mr. Holtham is out on the territory and possibly might not get our letter until Saturday night when he returns home.

With best wishes, we are

Yours truly,

SOUTHWESTERN PORT HURON CO.

DCM:MS

By

*Cross interrogatory 2  
Exhibit C*

15  
Farmington Ill  
Sept 15-13  
Mr. J. E. Kinch

Dear Sir

I received the copy of  
order and letter of  
acknowledging receipt  
of order you told me  
I would know that  
week whether the order  
went through or not  
so I would like to know  
at once what you intend  
to do as I have got to  
do something right away  
so if you cant fill the  
order let me know by  
return mail and I will  
figure with some one

Your prompt attention  
I remain yours Truly

W. P. Myers

Farmington Ill

The Southwestern Port Huron Co  
PEORIA, ILL.

RECEIVED  
SEP 17 1915

R. R. #1

Cross-interrogatory 2  
Exhibit BB

Sept. 17, 1915.

Mr. W. P. Myers,  
Farmington, Ill. R.1.

Dear Sir:-

We have your esteemed favor of the 15th relative to order for machinery and in answer will say that we are indeed sorry that so much delay has occurred but the trouble is very largely on account of our being unable to get a description of Mrs. Myers' property in Alabama. In fact on account of your not being able to give us this information from memory, we have found it necessary to send a man to Chicago on purpose for same and it was just given to us a day or two ago.

We expect to receive telegram from the Recorder of Baldwin County, Alabama some time today and as soon as this arrives, we will be in position to give you prompt decision.

We will not be at all surprised if we can fix the matter up entirely including shipment of machinery as soon as tomorrow.

Hoping this explanation will be satisfactory and again assuring you of our pleasure of your favoring us with an order and your patience in giving us so much time in handling it, we are

Yours truly,

SOUTHWESTERN PORT HURON CO.

By

DCK:MS

*Cross-interrogatory 2  
Exhibit a a 2*



husband, on the dates mentioned.

..... Winslow Evans .....

I, the undersigned commissioner in said commission named, hereby certify that I am not of counsel or of kin to any of the parties to this cause, nor in any manner interested in the result thereof; that I am personally acquainted with the said witness, Winslow Evans, and know him to be the identical person named in said commission; that he was sworn and examined as above stated and that his evidence was taken down as near as might be in his own language and was subscribed by him in my presence on the 27<sup>th</sup> day of November..... 1918 in the place above stated.

..... *[Signature]* .....  
Commissioner.

Commissioner's Fees

Takangedepositions of M. H. Crosbie  
Alfred C. Steenburg, C. W. Bolton  
and Winslow Evans, three days time \$ 25.00

*A. Steenburg*



To the Seventh direct interrogatory he sayeth:

The law is a written law and by the construction given it by the Supreme Court it is the undoubted law of Illinois that a woman may become surety or guarantor for her husband on his promissory note.

To the Eighth direct interrogatory he sayeth:

It was true since 1874 prior and has continued to be the case down to the present time.

To the Ninth direct interrogatory he sayeth:

The five notes shown me, marked Exhibits "L" "M" "N" "O" and "P", under the law of Illinois create a valid obligation of Charlotte S. Myers in each case and she is bound for the payment of the sums mentioned in the notes and each of them to the holder of such notes. The notes in question and each of them create a legal and valid obligation against Charlotte S. Myers for the payment of the amounts of such notes to the lawful owner thereof. This is all under and by virtue of the enlarged powers of the wife under the statute of 1874 as construed by the Supreme Court of Illinois.

To the Tenth direct interrogatory he sayeth:

The Supreme Court of the State of Illinois, which is the Court of final appeal in this state, has construed the law of which I have attached copy, and in which they hold directly that a married woman may become surety for her husband. This case is entitled Stone vs. Billings, 186 Illinois, page 170.

On March 30, 1916 a married woman could make a valid contract and become surety of her husband under the law enacted by the legislature and as construed by the Supreme Court of this state.

To the Eleventh direct interrogatory he sayeth:

There was no such law. On the contrary, under the law of Illinois at that time she could become bound and execute a valid contract and agreement to become surety of her husband.

To the Twelfth direct interrogatory he sayeth:

There were no restrictions on the power of married woman to execute ~~xx~~ contracts, including contracts to become surety of her



to foreclose the mortgage.

To the Seventh direct interrogatory, he sayeth:

I do not know whether the Port Huron Co. of Illinois has succeeded to the properties of the SouthWestern Port Huron Co. I do not now hold notes or mortgages as trustee for the Port Huron Co. of Illinois.

To the First cross interrogatory, he sayeth:

The mortgage was delivered by Charlotte S. and W. P. Myers to the SouthWestern Port Huron Co. in my presence.

There were no other papers delivered to me at this time, relative to this transaction.

*Alfred C. Steenburg*  
.....

I, the undersigned commissioner in said commission named, hereby certify that I am not of counsel or of kin to any of the parties to this cause, nor in any manner interested in the result thereof; that I have had proof made before me of the personal identity of the witness/and that he is the identical person named in said commission; that he was sworn and examined as above stated and that his evidence was taken down as near as might be in his own language and was subscribed by him in my presence on the 12<sup>th</sup> day of November, 1918 at the place above stated.

*Alfred C. Steenburg* (seal)  
.....  
Commissioner.

✓

I, the undersigned commissioner in said commission named, hereby certify that I am not of counsel or of kin to any of the parties to this cause, nor in any manner interested in the result thereof; that I am personally acquainted with the said witness, M. H. Crosbie and know him to be the identical person named in said commission; that he was sworn and examined as above stated and that his evidence was taken down as near as might be in his own language and was subscribed by him in my presence on the 17<sup>th</sup> day of November, 1918 in the place above stated.

.....  
*[Handwritten Signature]*  
.....  
Commissioner.

Whereupon the taking of said deposition was adjourned until the 12th day of November, 1918 at Farmington, Illinois.

To the first rebutting interrogatory he saith:  
All orders taken by agents of the company are subject to approval by the company, and were at that time.

To the second rebutting interrogatory he saith:-  
This order was approved by the Port Huron Company on their joint responsibility, and Mrs. Myers assented to this arrangement.

To the third rebutting interrogatory he saith:-  
The order marked "Exhibit E-5" is dated March 16, 1916, but calls for shipment "on or about June 1, 1916".

To the fourth rebutting interrogatory he saith:-  
The order number 7233 was a separate and distinct transaction from that represented by order number 7232. It was understood at that time that if the value of the land in question was as represented by them, there would be no difficulty in the filling of this order, they represented at that time that the value of the land was in excess of \$30.00 per acre, and that the former reports we had were wrong; we got a new line of reports on this land showing the value to be from \$5.00 to \$8.00 per acre, and the order was declined.

To the fifth rebutting interrogatory he saith:-  
The agreement was reduced to writing and is shown in full by the exhibits attached.

To the sixth rebutting interrogatory he saith:-  
The papers marked "Exhibit G-7, H-8, I-9, J-10, K-11, L-12" were taken by the Company with the understanding that they were to be returned if the order was not accepted, after the investigation of the value of the property of Mrs. Myers in Baldwin Co., Alabama. These papers were all returned. I cannot at this time give the date. They were marked "Void" and returned because our investigation showed the security to be inadequate for the obligation.

*M. H. Cochran*



. To the Ninth cross interrogatory, he sayeth:

I do not remember whether he came to the office and we gave him the notes or whether they were mailed to him.

To the Tenth cross interrogatory, he sayeth:

(1) There may have been. I am not sure, but I think there was.

(2) I can not say as regards that.

(3) The transaction, so far as we were concerned, was entirely in the name of Mrs. Myers.

(4) I think all the correspondence is attached and marked Exhibits "H", "I", "J", "K".

To the Eleventh direct interrogatory, he sayeth:

(1) I think we received a letter from Mrs. Myers to some such effect.

(2) They continued with the machine and made arrangements for a run for that year.

(3) I don't think I have any letter to that effect.

(4) The real estate mortgage was to cover Order No. 7233 only.

(5) The Exhibits marked "G 7", "H 8", "I 9", "J 10", "K 11" and "L 12" are the notes and chattel mortgage given by Charlotte S. Myers on order No. 7232, which were marked void and returned to Mrs. Myers after I got additional reports on the value of the real estate in Alabama.

*M.A. Crobie*

that it should be honored if application for additional machinery be made in name of Charlotte S. Myers. She made no such application for additional machinery.

(7) I do not know that there were any other letters in connection with this, except those already attached to the interrogatory.

To the Fifth cross interrogatory, he sayeth:

We received some complaints from Mr. Myers about that engine. We had experts up there on several different occasions who did repair it and on at least two occasions Mr. Myers expressed himself as satisfied and signed release and acknowledgment of satisfaction which are attached to Exhibit "R" under dates of Nov. 23, 1915 and Oct. 28, 1915; the releases are marked Exhibits "R1" and "R2."

To the Sixth cross interrogatory, he sayeth:

Orders No. 7232 and 7233 were given simultaneously. I did not make this deal myself, but I know Mr. and Mrs. Myers were after us personally, by letter and by telephone all winter on the deal. W.P. Myers had nothing to do with Order No. 7232.

To the Seventh cross interrogatory, he sayeth:

(1) The property was in the hands of some farmer who lives close to Farmington, but I do not recall his name.

(2) I understand that Mrs. Myers did assume control of it. What she did, I do not know, in the way of acts of control. She went ahead and did some work with the machine after this time, as I am informed, but I do not know what it was.

(3) At the time I took possession of the property under chattel mortgage sale, it was in some farm yard close to Farmington. I do not recall the name but it was in the same place as when the transfer was made and was in very much worse condition than at the time the transfer was made. It had been used and abused.

To the Eighth cross interrogatory, he sayeth:

I do not recall such a letter but I presume it is possible we had one. We had either that or a telephone call or visit. I have no letter to attach. The letter marked Exhibit "F6" is the original of a letter, which I dictated, to Mrs. Myers, written and signed by a stenographer.

To the twenty-seventh direct interrogatory, he sayeth:

Interest note marked "Exhibit N" has never been paid and no part of it has been paid except the proceeds applied from the chattel mortgage sale.

To the twenty-eighth direct interrogatory, he sayeth:

The Port Huron Company of Illinois was organized in the year 1917 under the laws of the State of Michigan and succeeded to all assets, liabilities, contracts and property of the SouthWestern Port Huron Co.

To the twenty-ninth direct interrogatory, he sayeth:

I have not the original documents and have never seen them. They are at the principal office at Port Huron, Michigan and are not available. We have never had copies of them at the Peoria office and I cannot furnish copies.

To the thirtieth direct interrogatory, he sayeth:

Because of failure to pay the interest note, the entire debt, principal and interest, was declared due.

To the thirty-first direct interrogatory, he sayeth:

Machinery Order No. 7233, marked "Exhibit D", in connection with the letter of the company dated March 31st, marked "Exhibit H", completed the contract between the company and the customer and constituted the entire contract, except as to payment of the notes given for the purchase price.

*W. H. Corbie*  
.....

*Alford*  
*1915*

To the First cross interrogatory, he sayeth:

I was not the agent who procured the order. Mr. Myers original order was dated September 7, 1915. The order was not given to me personally. When it came to the office it was signed by both Charlotte S. Myers and W.P. Myers. I never saw Mrs. Myers until in the late fall of 1915 or early in the winter of 1916.

To the Second cross interrogatory, he sayeth:

The order marked "A1" is a copy of the original order which we have numbered 7046. The account was entered on the books jointly in the name of both Charlotte and W.P. Myers. The correspondence relative to this order was partly by one and partly by the other. The letters attached and marked Exhibits "B4", "C3" and "D2" are original letters from our office to W.P. Myers. The correspondence referring to this order is hereto attached as requested by the interrogatory and marked Exhibits - Cross Interrogatory 2 - "AA", "BB", "CC", "EE", "FF" and "GG".

To the Third cross interrogatory, he sayeth:

The amount due the SouthWestern Port Huron Co. from Charlotte Myers and W.P. Myers on March 20, 1916 was \$1809.34.

To the Fourth cross interrogatory, he sayeth:

(1) On March 16, 1916 W.P. Myers gave us an order for a separator and attachments, offering this Alabama land as security.

(2) I have the original order and attach it and mark it Exhibit "DD".

(3) I assume that it is a true copy of said order.

(4) It is my recollection that was signed by W.P. Myers only.

(5) The order was not accepted for the reason that I did not want to have any more dealings with W.P. Myers.

(6) The Company did not upon receipt of this order refuse to honor it because the lands offered as security were the property of Charlotte S. Myers, the wife of William P. Myers, and it is not true that upon application of this order that the company proposed to honor the same order provided the property under the prior order of 1915 should be transferred to the name of Charlotte S. Myers or

To the nineteenth direct interrogatory, he sayeth:

(A) Charlotte S. Myers, as a basis of credit, represented to us that she owned 161 acres of land in Alabama, which she represented to be worth \$30.00 an acre;

(B) The company investigated the value of the land and before we got a complete line of reports we had approved Order No. 7233. Order No. 7232 was never accepted.

(C) The investigations of the company showed the value of the land to be about eight dollars an acre, although some reports did not put it that high. Order No. 7232 was declined because of the finding as to the value of the real estate.

To the twentieth direct interrogatory, he sayeth:

(A) The South Western Port Huron Co. sent telegram marked "F" and received as answer the telegram marked "G."

(B) The original of "Exhibit F" was turned over to the Western Union Telegraph Co. for transmission.

To the twenty-first direct interrogatory, he sayeth:

The two orders were separate and distinct orders. Order No. 7232 did not call for delivery until June first, but we took settlement for it. Which was later marked void and returned to Myers, namely the order designated 7232, Plaintiffs Exhibit "E", with notes given therewith.

To the twenty-second direct interrogatory, he sayeth;

There was no change made in the order No. 7233 after it was signed. The words where "it is" and "as it is" were written over the printed words before signing because she took the machine where it stood and as it stood and it was not to be shipped to her at any point. It was on the farm of someone near Farmington.

To the twenty-third direct interrogatory, he sayeth:

Copies of letters marked "H", "I", "J", "K" are copies of letters, the originals of which were mailed to Mrs. Charlotte Myers and are not now in our possession. The SouthWestern Port Huron Co. mailed the originals of these letters properly addressed to Mrs. Charlotte Myers, with the proper amount of postage thereon, with return card on the envelope, and the letters have never been

returned by the Post Office Department.

To the twenty-fourth direct interrogatory, he sayeth:

The notes marked Exhibits "L", "M", "N", "O" and "P" are the original notes given by Charlotte S. Myers and W. P. Myers and are the notes given for the purchase price of the machinery purchased under order No. 7233, marked "Exhibit D."

There has been no payment made on these notes at all, except the proceeds of the chattel mortgage sale where the machinery purchased under Machinery Order No. 7233 and covered by chattel mortgage marked "Exhibit A" was foreclosed. The chattel mortgage was foreclosed in June 1916 and the net proceeds of the chattel mortgage sale were \$1169.10. The endorsement on the back of the notes is the net credit of the proceeds of the chattel mortgage sale of machinery ordered on Machinery Order No. 7233, marked "Exhibit D."

To the twenty-fifth direct interrogatory, he sayeth:

(A) Each of these notes was executed in the back office of the Steenburg Bank in Farmington, Fulton County, Illinois.

(B) The Bill of Sale and Machinery Order marked "Exhibits C and D" were both executed at Farmington, Fulton County, Illinois and the negotiations leading up to them were all conducted at Farmington, Illinois.

(C) The notes were made payable at the Bank of A. C. Steenburg and Co. at Farmington, Illinois.

(D) Mr and Mrs. Myers resided on a farm between Farmington and Middle Grove, Fulton County, Illinois at the time of the execution of said notes and at the time of the negotiations leading up to the execution thereof.

To the twenty-sixth direct interrogatory, he sayeth:

The notes marked "L", "M", "N", "O" and "P" were secured by real estate mortgage on land in Alabama and the Exhibit marked "Q" is the original mortgage or deed of trust.

To the sixth direct interrogatory, he sayeth:

All negotiations and the sale took place in the State of Illinois, whereabouts I cannot state; part of them at our office in Peoria, part of them at Steenburg's bank in Farmington and I think some of them at Mr. Myers's home in Middle Grove, all these places being in the State of Illinois.

To the seventh direct interrogatory, he sayeth:

At the time this order was taken, at the time the settlement was made and throughout the entire transaction, Mr. and Mr. Myers resided in the state of Illinois, part of the time in Fulton County and part of the time in Cook County.

To the eighth direct interrogatory, he sayeth:

The machinery ordered on September 7, 1915 was delivered, but I can not remember now whether it was delivered here at our office in Peoria, or shipped by rail to Farmington. None of the purchase price was paid on delivery or prior thereto, but notes were executed in settlement.

To the ninth direct interrogatory, he sayeth:

The chattel mortgage marked "Exhibit A" is the original chattel mortgage. It was mortgage given to secure the unpaid notes.

To the tenth direct interrogatory, he sayeth:

It is.

To the eleventh direct interrogatory, he sayeth:

I did not see these signed, but they look like their signatures and I have every reason to think that they are.

To the twelfth direct interrogatory, he sayeth:

(A) These documents were executed at Farmington, Fulton County, Illinois.

(B) They were executed by W. P. and Charlotte S. Myers.

(C) The notes secured by said documents were made payable at one of the Farmington, Fulton County, Illinois banks.

(D) The same were payable: March first, 1916; October first, 1916; March first, 1917; October first, 1917; March first, 1918; October first, 1918.

To the thirteenth direct interrogatory, he sayeth:

On March 30th, W. P. Myers and Charlotte Myers gave Bill of Sale to the SouthWestern Port Huron Co. for all the machinery they had purchased from the company. On the same day Mrs. Myers gave her individual order for the same machinery and executed notes and chattel and real estate mortgages securing the notes. The old series of notes were returned to W. P. Myers a short time after.

To the fourteenth direct interrogatory, he sayeth:

(A) On March 30, 1916 W. P. Myers and Charlotte Myers gave the SouthWestern Port Huron Co. Bill of Sale for the machinery they had formerly purchased.

(B) The notes dated in September 1915 were soon after that surrendered to W. P. Myers.

(C) The Bill of Sale marked "Exhibit C" is the original Bill of Sale and was witnessed by me and the signatures thereto are the genuine signatures of W. P. Myers and Charlotte Myers.

To the fifteenth direct interrogatory, he sayeth:

(A) On March 30, 1916 Mrs. Charlotte Myers gave the South Western Port Huron Co. an order for the machinery taken back from W. P. Myers and Charlotte Myers, by Bill of Sale.

(B) "Exhibit D" is the order received on that date.

To the sixteenth direct interrogatory, he sayeth:

Charlotte S. Myers gave another order on the 30th of March, 1916 for a separator and attachments. The document marked "Exhibit E" is the order of Charlotte S. Myers for the separator.

To the seventeenth direct interrogatory, he sayeth:

The signature attached to "Exhibit E" is the genuine signature of Charlotte S. Myers.

To the eighteenth direct interrogatory, he sayeth:

Order No. 7233, marked as "Exhibit D", was approved by mail on March 31, 1916. Order No. 7232, marked as "Exhibit E" was declined by mail on April 19, 1916.



5th DIST

THE STATE OF ALABAMA,

Baldwin County.

CIRCUIT COURT, IN EQUITY.

To Hon. L.E. Sutherland,

KNOW YE, That we, having full faith in your prudence and competency, have appointed you Commissioners, and by these presents do authorize you, or any one or more of you, at such time and place as you may appoint, to call before you and examine M.H. Crosbie, C.W. Bolton, Alfred C. Steenberg and Judge Winslow Evans,

as witnesses in behalf of Complainant in a cause pending in our Circuit Court of Baldwin County, of said State, wherein Alfred C. Steenberg

is Complainant and Charlotte ~~Magazine~~ S Meyers and William P Meyers

are Respondents on oath to be by you administered, upon interrogatories to take and certify the deposition of the witnesses and return the same to our Court, with all convenient speed, under your hands

Witness 28th day of October 1918.

W. Richardson

Register.

Y

STATE OF ILLINOIS )  
                          ) (SS.  
COUNTY OF PEORIA. )

DEPOSITION

Of M. H. Crosbie, a witness sworn on the 5th day of November, A.D. 1918 at Peoria in said state and county, under and by virtue of a commission issued out of the Circuit Court of Baldwin County, Alabama, in a certain cause therein pending between Alfred C. Steenburg, as Trustee, Complainant and Charlotte S. Myers and W. P. Myers, Respondents.

The said M. H. Crosbie, being first duly sworn to speak the truth, the whole truth and nothing but the truth, does depose and say as follows:

To the first direct interrogatory he sayeth:

M. H. Crosbie; age forty-three; residence 1214 Dechmann Ave., Peoria, Illinois; employed by the Port Huron Company of Illinois, successors of the South Western Port Huron Company. September 25, 1915 I was collector and adjuster for the South Western Port Huron Company.

To the second direct interrogatory he sayeth:

I went to work for the SouthWestern Port Huron Co. as collector and adjuster, November 10, 1913 and have been so employed ever since, until the SouthWestern Port Huron Co. was taken over by the Port Huron Co. of Illinois.

To the third direct interrogatory he sayeth:

The SouthWestern Port Huron Co. was a corporation incorporated under the laws of the State of Missouri. It has been doing business continuously in the State of Illinois for at least ten years, with its principal office at Peoria, Illinois.

To the fourth direct interrogatory he sayeth:

I did not participate in the deal, but I was familiar with it.

To the fifth direct interrogatory he sayeth:

(A) There was a written order given on September 7, 1915 for certain machinery, which was signed by both W. P. and Charlotte Myers.

(B) It was sold on the credit of both parties.

(C) I have attached original order for said machinery and marked it "Exhibit R."

HARRY T. SMITH & CAFFEY  
ATTORNEYS AT LAW  
116 222 NATIONAL CITY BANK BUILDING  
MOBILE, ALA.

*Handwritten text, possibly a signature or date, including "18-6/18" and "18-6/18".*

**DIRECTIONS FOR EXAMINATION OF WITNESSES UPON INTERROGATORIES.**

If the time and place of executing the Commission are named therein, or in a notice appended thereto, the testimony must be taken at the time and place designated; if no time and place are designated, the Commissioners will call the witness before them at such time and place as they may appoint, and administer to him an oath to speak the truth, the whole truth, and nothing but the truth, in answer to the interrogatories to be propounded to him. The time and place of examining witnesses should be stated in the caption of the deposition.

2. The caption and deposition should be as follows:

THE STATE OF ALABAMA,

County.

Deposition of Richard Howe, a witness sworn (or affirmed, as the case may be) on the.....day of.....19.....  
at.....in said State and County, under and by virtue of a commission issued out of the.....

Court of.....in a certain cause therein pending between James Jones, the plaintiff (or complainant), and Samuel Young, defendant (or respondent). The said Richard Howe, being first duly sworn to speak the truth, the whole truth, and nothing but the truth, doth depose and say as follows:

To the first interrogatory he saith: (Here write the answer of the witness as nearly as may be in the language of the witness, using the first person where he uses it).

To the second direct interrogatory he saith: (Write the answer to this interrogatory, and all others, as directed above).

If there are cross or rebutting interrogatories, go through with them in the same manner, thus:

To the first cross interrogatory he saith, etc.

To the second cross interrogatory he saith, etc.

To the first rebutting interrogatory he saith, etc.

Neither party should be permitted to put to the witness, during his examination, any verbal question or suggestion; and if anything of the kind is done by either party, the Commissioner should write it down in the deposition just as it occurred.

The testimony may be written down by any one or more of the Commissioners, by the witness himself, or by any disinterested third party in the presence of the Commissioners, and be read over to the witness if he desire it, and must be subscribed by him.

3. The Commissioners must then add their certificate, as follows:

We, (or I, if only one acts), the undersigned, Commissioners in said commission named, hereby certify that we are not of counsel or of kin to any of the parties to this cause, nor in any manner interested in the result thereof; that we are personally acquainted with said witness, J.....K....., and know him to be the identical person named in said commission (or have had proof made before us of the personal identity of the witness, and that he is the identical person named in said commission); that he was sworn and examined as above stated; and that his evidence was taken down, as near as might be, in his own language, and was subscribed by him in our presence on the.....day of.....19....., at the place above stated.

[L. S.]

[L. S.]

E. F.  
G. H.  
Commissioners.

If the Commissioners are not personally acquainted with the witness, they must have proof made before them that he is the identical person named in the commission, and so certify.

If the witness claims for his attendance, the Commissioners should state in their certificate the number of miles traveled, the number of days the witness attended, ferriage paid, if any, etc.

4. If any exhibits, writings, or papers are produced and used as evidence by the witness, they shall be annexed to the deposition to which they relate, and shall be identified by suitable letters or marks.

If the testimony cannot be taken in one day, the Commissioners, noting the same, may continue from day to day until completed.

5. The Commissioners will fold the depositions, commission, interrogatories, and exhibits, in a packet sealed with three seals. They will write their name or names across each seal, and direct thus:

A B  
vs.  
C D

Depositions of J K and L M

Mailed the.....day of.....19.....

E. F.  
G. H.

To (give name and style of Clerk, Register, or Judge of Probate, as the case may be),

.....County, Alabama.

If sent by private conveyance, should be endorsed: "Forwarded by R A, the.....day of.....19.....  
The package must be delivered to the officer to whom it is directed. The person bringing the deposition will be required to take an oath that it has not been opened or altered since he received it.

The Commissioner must return the commission.

No. 55.

THE STATE OF ALABAMA,

County.

CIRCUIT COURT, IN EQUITY.

Alfred C Steenberg.

Complainant

vs.

Charlotte S Meyers and

William P Meyers.

Defendant

COMMISSION TO TAKE DEPOSITION  
ON INTERROGATORIES.

COMMISSIONERS:

I. E. Sutherland.

WITNESSES:

M. H. C. rosbie,

C. W. Bolton, Alfred C Steenberg.

Judge Winslow Evans.

6. Please state whether or not the papers marked Exhibit "G 7", "H. 8.", "I 9", "J 10", "K 11", "L 12", referred to in the 5th question to the 11th cross-interrogatory, were taken by The Port Huron Company, with the understanding that they were to be returned if the order was not accepted after the investigation of the value of the property of Mrs. Myers, in Baldwin County, Alabama, and also whether or not they were returned, the date when they were returned and the reason why they were returned.

*Harvey J. Smith & Coffey*  
Attorneys for Complainant.

self is the best evidence of whether it was given as security on both orders.

*Harry J. Smith & Casper*  
Attorneys for Complainant.

And without waiving the above and foregoing objections to the cross-interrogatories, but expressly insisting thereon, the complainant files the following rebutting interrogatories to the witness, H. M. Crosbie.

1. Please state whether or not, at the time of the transaction inquired about, in September 1915 and in March 1916, and until July 1916, all orders for machinery taken by agents of The Port Huron Company were required by that company to be approved by it before they became binding upon it.

2. Please state whether or not the order of September 7th, 1915, was approved by The Port Huron Company, only on condition that Mrs. Myers would be responsible jointly with Mr. Myers, for the indebtedness, and whether or not Mrs. Myers assented to this arrangement.

3. If in answer to the 4th cross-interrogatory, you have stated that the order attached to said cross-interrogatories, and marked Exhibit "E 5" was the order of March 16th, 1916, please state how it came to be dated June 1st, 1916.

4. Please state whether or not the order numbered 7233, was a separate and distinct transaction from that represented by order numbered 7232, and also state whether or not it was understood, at the time order 7232 was given, between the parties to the transaction that said order would not be honored unless the value of the land that Mrs. Myers proposed to mortgage to secure it was found to be sufficient.

5. Please state whether or not the agreement of March 30th, 1916, in reference to the sale of machinery, was reduced to writing, and whether or not the written contract is shown in the accepted order for said machinery.

ALFRED C. STEENBURG, as  
Trustee,

Complainant,

-vs-

CHARLOTTE S. MYERS AND  
WILLIAM P. MYERS,

Respondents.

CIRCUIT COURT OF BALDWIN  
COUNTY.

IN EQUITY. NO. 55.

Now comes the complainant and objects separately and severally to each of the following described questions in the cross-interrogatories propounded by the respondents, Charlotte S. Myers ~~and William P. Myers~~, to the witness, H. M. Crosbie, namely, - to each question in the 4th cross-interrogatory, to the 5th cross-interrogatory, to each question in the 10th cross-interrogatory, and to each question in the 11th cross-interrogatory, and for grounds of objection assigns separately and severally to each of the said questions the following:

1. Because the same calls for irrelevant testimony.
2. Because the same calls for incompetent testimony.
3. Because the same calls for immaterial testimony.
4. Because the same calls for secondary evidence.
5. Because the same calls for the mere opinion or conclusion of the witness.

The complainant further objects separately to all of that portion of the first question in the 4th cross-interrogatory, and separately to that portion of the first question in the 11th cross-interrogatory, to that portion of the second question in the 11th cross-interrogatory, which calls for the contents of the documents inquired about, on the ground that same calls for secondary evidence, and on the further ground that the same calls for parole evidence of the contents of a written document.

The complainant further objects to the 4th question in the 11th cross-interrogatory, on the ground that the mortgage it-

No. ....

THE STATE OF ALABAMA,

.....County.

CIRCUIT COURT, IN EQUITY.

*Alfred C. Steuber*  
Trustee

vs. Complainant,

*Charlotte S. Myers*  
et al  
Defendant.

*Cross*-INTERROGATORIES TO

Filed

*Oct 12<sup>th</sup> 1918*

*T. W. Reardon*

Register.

Solicitor.

*C*