997

Providence-Washington Insurance Company, A Corporation, Complainant. -VS- C.E. Shriner, et al., Respondents.	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, IN EQUITY. NO. 997 .
Home Insurance Company, A Corporation, Complainant. -VS- C.E. Shriner, et al., Respondents.	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, IN EQUITY. NO. 998 .
Aetna Insurance Company, A Corporation, Complainant. -VS- C.E. Shriner, et al., Respondents.	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, IN EQUITY. NO. 999 .

DECREE ON DEMURRERS.

The hereinabove causes coming on to be heard were submitted for a decree on the demurrers of Complainants, Providence-Washington Insurance Company, A Corporation, Home Insurance Company, A Corporation, and Aetna Insurance Company, A Corporation, to the Answer and Cross-bill of Respondent

And upon consideration it is held that the said demurrers are not well taken. It is therefore ordered, adjudged and decreed by the Court, that said demurrers be and the same are hereby overruled;

And the above styled causes are further submitted for a decree on the demurrers of Respondent to the original bills of complaint as last amended:

And upon consideration it is held that the said demurrers are not well taken. It is therefore ordered, adjudged and decreed by the Court, that said demurrers be and the same are hereby overruled.

DONE and ordered this the 28 day of Dec 1934.

G.W. Hare

Circuit Judge,
In Equity Sitting.

THE STATE OF ALABAMA
MONROE COUNTY

Circuit COURT

No. 1305 Fall Term, 19___.

I, J. M. Agee Clerk of the Circuit Court of said County, Alabama, the same being a Court of Record, hereby certify that on the 25th day of July, 19 32, in a cause wherein Hanaw Bros. a Partnership composed of A. D. Hanaw and M. J. Hanaw, as assignee of Vincent B. M. McAliler, Trustee of the Tilton Grocer Company Inc. a corporation

Plaintiff and

C. E. Shriner

Defendent a judgement was rendered in said Circuit Court on a

Verified Account

in favor of Said Hanaw Brothers

against said C. E. Shriner

for the sum of ($ 617.35) Six Hundred & Seventeen & 35/100

Dollars, and 12.30 Twelve & 30/100 Dollars

costs of suit, and that Dozier & Gray are

Plaintiff's Attorneys of Record.

Given under my hand, this 18th day of August, 1932 19___.

J. M. Agee Clerk.

No. ..... Page .....

The State of Alabama

MONROE COUNTY

Circuit COURT

Hanaw Bros.

vs

C. E. Shriner

CERTIFICATE OF JUDGEMENT

THE STATE OF ALABAMA
Monroe County

I hereby certify that

the owner of the within judgement has filed the same in this office for record

August 13, 1932 *19* ,

at ..... *o'clock* ..... *M,, and recorded*

in Judgement and Decree Record C

page 26 *and examined, this*

August 13, 1932 *19* .

M. Mc. Fountain,
Judge of Probate.

STATE OF ALABAMA, } I, M. McFOUNTAIN,
MONROE COUNTY. } Judge of Probate in and
for said County and State, hereby certify that the above
and foregoing is a true and correct copy of
Judgement
as the same appears of record in my office, as recorded in
Judgement Book C Page 26
given under my hand and official seal, this 19 day
of July 1934

M. McFountain
Judge of Probate.

CERTIFICATE OF JUDGMENT.

The State of Alabama,
BALDWIN COUNTY.

February 1930
CIRCUIT COURT, ~~FALL~~ TERM, ~~19~~

Butler Brothers, a corporation

PLAINTIFF.

No. 9071.

vs.

C. E. Shriner

DEFENDANT.

I, T. W. RICHERSON, Clerk of the Circuit Court of Baldwin County, Alabama, do hereby certify that on the 3rd day of February 1930, a Judgment was rendered by said Court in the above stated cause, wherein Butler Brothers, a corporation, was Plaintiff and C. E. Shriner was Defendant, in favor of the said Plaintiff and against the said Defendant for the sum of One Hundred Fifteen and 68/100 ($115.68) DOLLARS, and also for the sum of Eleven and 15/100 ($11.15) DOLLARS, the costs in said suit and that Gray & Pou are the Attorneys of record for the Plaintiff in said cause.

Witness my hand this 8th day of February 1930.

T. W. Richerson
Clerk, Circuit Court, Baldwin County, Alabama.

4093

CERTIFICATE OF JUDGMENT.

Butler Brothers, a corporation

, Plaintiff

Vs.

C. E. Shriner

2-8-30

, Defendant

THE STATE OF ALABAMA
BALDWIN COUNTY } PROBATE COURT

Filed in office this 12 day of July 1930 6am
and duly recorded in Judg Book No. 21
pages 227; and I certify that $ cts
License or privilege tax, paid as required by an Act of
the Legislature, approved September 14, 1923; and
$ cts License or privilege tax, paid as required by an Act of the Legislature, approved August 26, 1923.

G W Humphries
Judge of Probate.

By J Keady Clk

Gray & Gray
Merchants National Bank Bldg
Mobile, Ala
Feb 28

7/12/30 - 8 am
Gray & Gray

(1) Order of Consolidation
(2) Submission on Demurrer
(3) Decree on Demurrers
(4) Submission for final decree
(5) Note of testimony
(6) final decree

AETNA INSURANCE COMPANY, a corporation, Complainant, vs. C. E. SHRINER ET AL., Respondents.	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA. IN EQUITY.
HOME INSURANCE COMPANY, a corporation, Complainant, vs. C. E. SHRINER ET AL., Respondents.	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA. IN EQUITY.
PROVIDENCE WASHINGTON INSURANCE COMPANY, a corporation, Complainant, vs. C. E. SHRINER ET AL., Respondents.	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA. IN EQUITY.

It is agreed by and between the parties hereto, acting by and through their respective solicitors of record, as follows:

1. That the depositions of the various witnesses filed by the respective parties hereto in this cause shall be the testimony of said witnesses irrespective of whether the said testimony is subscribed by the witnesses, and it is hereby agreed that it will not be necessary that the witnesses subscribe their testimony or that the same be certified to by the Commissioner appointed to take the testimony of said witnesses, and it is further agreed that any irregularity of form or procedure in taking of the depositions of said witnesses is hereby waived by the respective parties hereto, and the said depositions filed are adopted by the respective parties hereto as the testimony of the respective witnesses offered in these causes.

2. That the copy of policy issued by the Home Insurance Company to C. E. Shriner in the sum of $1,000.00 is a true copy of the original policy issued, without the necessity of proof of the

same.

3. That the copy of policy issued by the Home Insurance Company to C. E. Shriner in the sum of $2500.00 is a true copy of the original policy issued, without the necessity of proof of the same.

4. That the copy of policy issued by the Aetna Insurance Company to C. E. Shriner in the sum of $2500.00 is a true copy of the original policy issued, without the necessity of proof of the same.

5. That the copy of the entry on the books of J. W. Luther with reference to policy 55954 in the Providence Washington Insurance Company issued to C. E. Shriner, appearing on page 38 of the transcript of the testimony of Mrs. J. W. Luther, shall be in lieu of the original entry.

6. That the depositions of J. L. Fulghum, R. C. Searcy, J. M. Baarcke and Miss Elma Carson, taken on behalf of the complainants, shall be admitted into evidence without objection for the want of form or any irregularity in the taking of the same.

Dated this the 9th day of ~~January~~ February, 1934.
26 Dec. 1934.

Cohenson, Spain, Stewart & Klovin
Hyfort, Heard & Pason
Solicitors for Complainants.

Beebe & Haas
Solicitors for Respondents.

Agreement

RECORDED Deck 7-348

Filed Dec 26, 1934
Mrs. M. A. Stone
Register

Complainants' Exhibit "A" to testimony of J. E. Meade
M. L. Forish
Court Reporter

PROVIDENCE WASHINGTON INSURANCE COMPANY, A Corporation, Complainant, vs. C. E. SHRINER, et al., Respondents.	:	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA. IN EQUITY. NO. 9 9 7.
HOME INSURANCE COMPANY, A Corporation, Complainant, vs. C. E. SHRINER, et al., Respondents.	:	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA. IN EQUITY. NO. 9 9 8.
AETNA INSURANCE COMPANY, A Corporation, Complainant, vs. C. E. SHRINER, et al., Respondents.	:	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA. IN EQUITY. NO. 9 9 9.

NOTE OF TESTIMONY.

These causes are submitted in behalf of complainants separately & severally upon the orginal bills of complaint as last amended in each case, the demurrers and answers interposed to respondents' answers and cross-bills in each case and the demurrers and answers of each complainant to the answer and cross-bill of respondent L. T. Rhodes and upon the testimony of the following witnesses:

C. E. Shriner
Elmer Resmondo
Chester E. Johnson
Homer L. Slaughter
Bertha Davidson
Pete Wilson
W. J. Osborne
Jim Resmondo
R. L. Waddle
Preston Woodrow Stillings
Robert (Bobby) Brown
Julius A. Smith.
M. S. Holley
Ed Lutzeck
Charles Ebert
C. M. Armstrong
M. H. Wilkerson

Also the depositions of the following witnesses:

R. C. Searcy
J. L. Fulghum
Miss Elma Carson
J. M. Baarcke

Also the following exhibits:

Exhibits "A" and "B" to the testimony of Chester E. Johnson,

Exhibit "X" to the testimony of R. L. Waddell.

Exhibits "X-1", "Y-1" and "Y-2" to the testimony of Julius A. Smith.

Exhibits "R-2", "R-3" and "R-5" of the respondents, being copies of the policies of insurance issued by the Home Insurance Company, and Aetna Insurance Company, to C. E. Shriner.

Exhibit "M-1", Original summons and complaint in the case of C. E. Shriner, plaintiff, vs. Aetna Insurance Company, a corporation, defendant, filed March 13, 1931, with return of Sam D. Stearns, Sheriff, by B. Rangeley, Deputy Sheriff, showing two copies of Complaint served on Chas. Greer, as Superintendent of Insurance of Alabama, on March 17, 1931.

Exhibit "M-2", Interrogatories to plaintiff in the case of C. E. Shriner, plaintiff, vs. Aetna Insurance Company, a corporation, defendant, with return of W. R. Stuart, Sheriff, by A. P. Pruitt, Deputy Sheriff, showing copy of interrogatories served on John Beebe, as partner of Beebe & Hall, Attorneys.

Exhibit "M-3", notice to produce proof of loss of property insured by Aetna Insurance Company of Hartford, Connecticut, in the case of C. E. Shriner, plaintiff, vs. Aetna Insurance Company, a corporation, defendant, which was filed by Beebe & Hall, attorneys for plaintiff, and service accepted 8/29/31 by Coleman, Coleman, Spain & Stewart.

Exhibit "M-4", Answers to Interrogatories in the case of C. E. Shriner, plaintiff, vs. Aetna InsuranceCompany, a corporation, defendant, which answers are signed by C. E. Shriner and acknowledged before Ida M. Turnbull, Notary Public, Baldwin County, Alabama, on August 15, 1931.

Exhibit "M-5", Notice to produce policy of insurance in the case of C. E. Shriner, plaintiff, vs. Aetna Insurance Company, a corporation, defendant, filed by Beebe & Hall, attorneys

for plaintiff, and service accepted 8/29/31 by Coleman, Coleman, Spain & Stewart, attorneys for defendant.

Exhibit "M-6", Answer to Cross-Bill of L. T. Rhodes filed in the case of Aetna Insurance Company, a corporation, complainant, vs. C. E. Shriner, et al., defendants, which answer was made by C. E. Shriner, a copartnership composed of C. E. Shriner and M. S. Holley, and C. E. Shriner and M. S. Holley, individually.

Exhibit "N-1", Original summons and complaint filed March 13, 1931, in the case of C. E. Shriner, plaintiff vs. Providence-Washington Insurance Company, a corporation, defendant, with return of Sam D. Stearns, Sheriff, by B. Rangeley, Deputy Sheriff, showing service of two copies of within Summons and Complaint on Chas. C. Greer, as Superintendent of Insurance of Alabama, on March 17, 1931.

Exhibit "N-2" original notice to produce proof of loss of property in case of C. E. Shriner, plaintiff, vs. Providence-Washington Insurance Company, a corporation, defendant, filed by Beebe & Hall, attorneys for plaintiff, and service accepted 8/29/31 by Coleman, Coleman, Spain & Stewart, attorneys for defendant.

Exhibit "N-3", original notice to produce policy of insurance in the case of C. E. Shriner, plaintiff, vs. Providence-Washington Insurance Company, a corporation, defendant, filed by Beebe & Hall, attorneys for plaintiff, and service accepted 8/29/31 by Coleman, Coleman, Spain & Stewart, attorneys for defendant.

Exhibit "N-5", Interrogatories propounded to plaintiff in the case of C. E. Shriner, plaintiff, vs. Providence-Washington Insurance Company, a corporation, defendant, filed April 4, 1931, with return of W. R. Stuart, Sheriff, by R. D. McPhaul, Deputy, showing copy served on Hubert Hall, April 3, 1931.

Exhibit "N-6", Answers to interrogatories in the case of C. E. Shriner, plaintiff, vs. Providence-Washington Insurance Company, a corporation, defendant, signed by C. E. Shriner and acknowledged by C. E. Shriner before Ida M. Turnbull, Notary

Public, Baldwin County, Alabama, on August 15, 1931.

Exhibit "N-7", Answer of C. E. Shriner, a copartnership composed of C. E. Shriner and M. S. Holley, and C. E. Shriner and M. S. Holley, individually, answering the Cross-Bill of L. T. Rhodes filed in the case of Providence-Washington Insurance Company, a corporation, complainant, vs. C. E. Shriner et al., defendants.

Exhibit "O-1", original summons and complaint in the case of C. E. Shriner, plaintiff, vs. Home Insurance Company, a corporation, defendant, filed March 13, 1931, with return of Sam D. Stearns, Sheriff, by B. Rangeley, Deputy Sheriff, showing two copies served on Chas. C. Greer, as Superintendent of Insurance of Alabama, on March 17, 1931.

Exhibit "O-2", Answer of defendant, M. S. Holley, in the case of Home Insurance Company, a corporation, plaintiff, vs. C. E. Shriner, et al., defendants, filed November 30, 1931.

Exhibit "O-3", Interrogatories to plaintiff in the case of C. E. Shriner, plaintiff, vs. Home Insurance Company, a corporation, defendant, filed April 8, 1931, with return of W. R. Stuart, Sheriff, by A. P. Pruitt, Deputy Sheriff, showing copy served on John Beebe, Attorney, as partner of Beebe & Hall, Attorneys, on April 8, 1931.

Exhibit "O-4", Answers to interrogatories in the case of C. E. Shriner, plaintiff, vs. Home Insurance Company, a corporation, defendant, signed by C. E. Shriner and acknowledged by him before Ida M. Turnbull, Notary Public, Baldwin County, Alabama, on August 15, 1931.

Exhibit "O-5", Notice to produce proof of loss in the case of C. E. Shriner, plaintiff, vs. Home Insurance Company, a corporation, defendant, filed by Beebe & Hall, attorneys for plaintiff, and service accepted 8/29/31 by Coleman, Coleman, Spain & Stewart, attorneys for defendant.

Exhibit "O-6", Notice to produce policies of insurance in the case of C. E. Shriner, plaintiff, vs. Home Insurance Company, a corporation, defendant, filed by Beebe & Hall, attorneys for plaintiff, and service accepted 8/29/31 by Coleman, Coleman, Spain & Stewart, attorneys for defendant.

Exhibit "O-7", Answer of C. E. Shriner, a co-partnership composed of C. E. Shriner and M. S. Holley, and C. E. Shriner and M. S. Holley, individually, answering the Cross-Bill of L. T. Rhodes filed in the case of Home Insurance Company, a corporation, plaintiff, vs. C. E.Shriner, et al., defendants.

Exhibit "P-1", original summons and complaint filed March 15, 1930, in the case of City Sales Company vs. C. E. Shriner, with return of C. Irwin, Sheriff, showing copy served on C. E. Shriner.

Exhibit "P-2", oath and bond filed March 15, 1930, in the case of City Sales Company, plaintiff vs. C. E.Shriner, defendant.

Exhibit "P-3", Writ of garnishment filed March 15, 1930, in the case of Leslie E. Buerger, doing business as City Sales Company, plaintiff, vs. C. E.Shriner, defendant, with return of C. Irwin, Sheriff, showing copy served on the Home Insurance Company, by leaving a copy thereof with C. E. Shriner, as agent of the Home Insurance Company, on March 15, 1930.

Exhibit "P-4", Notice of garnishment to defendant filed March 15, 1930, in the case of Leslie E. Buerger, doing business as City Sales Company, plaintiff, vs. C. E.Shriner, defendant, with return of C. Irwin, Sheriff, showing within notice of garnishment executed by leaving a copy thereof with C. E. Shriner.

Exhibit "P-5", Answer of garnishee filed September 23, 1930, in the case of Leslie E. Buerger, doing business as City Sales Company, vs. C. E. Shriner.

Exhibit "Q-1", Original summons and complaint filed November 20, 1929, in the case of L. T. Rhodes vs. C. E. Shriner et al., with return of C. Irwin, Sheriff, showing service had on C. E. Shriner, November 21, 1929.

Exhibit "Q-2", Writ of garnishment in the case of L. T. Rhodes, Plaintiff, vs. C. E. Shriner, et al., defendants, filed November 20, 1929, with return of John L. Scogin, Sheriff, showing writ served on Providence-Washington Insurance Company, a corporation, by leaving copy of same with G. H. Thigpen, as Insurance Commissioner

of State of Alabama.

Exhibit "Q-3", Writ of garnishment in the case of L. T. Rhodes, plaintiff, vs. C. E. Shriner, et al., defendants, filed November 20, 1929, with return of John L. Scogin, Sheriff, showing writ of garnishment on Aetna Insurance Company, a corporation, executed by leaving copy of same with G. H. Thigpen, as Insurance Commissioner of State of Alabama, on February 19, 1930.

Exhibit "Q-4", Writ of garnishment filed November 20, 1929, in the case of L. T. Rhodes, plaintiff, vs. C. E. Shriner, et al., defendants, with return of John L. Scogin, Sheriff, showing within writ of garnishment served on Home Insurance Company, a corporation by leaving copy of same with G. H. Thigpen, as Insurance Commissioner of State of Alabama.

Exhibit "Q-5", Notice to defendant of garnishment filed November 20, 1929, in the case of L. T. Rhodes vs. C. E. Shriner, et al.

Exhibit "Q-6", Affidavit of W. C. Beebe in the case of L. T. Rhodes, plaintiff vs. C. E. Shriner and M. S. Holly, a copartnership doing business under the name of C. E. Shriner, defendant, Home Insurance Company, Garnishee, sworn to before T. W. Richerson on April 18, 1930, contesting Answer of Home Insurance Company, garnishee in the above cause.

Exhibit "Q-7", Answer of garnishee filed February 28, 1930, in the case of L. T. Rhodes, Plaintiff, vs. C. E. Shriner and M. S. Holly, a copartnership doing business under the name of C.E. Shriner, defendants.

Exhibit "Q-8", Affidavit of W. C. Beebe, sworn to before T. W. Richerson on April 18, 1930, in the case of L. T. Rhodes, plaintiff, vs. C. E. Shriner andM. S. Holly, a copartnership doing business under the name of C. E. Shriner, defendants, Providence-Washington Insurance Company, Garnishee, contesting Answer of Garnishee.

Exhibit "Q-9", Bond executed by L. T. Rhodes, as Principal, O. C. Hall and J. T. Bradley, as Sureties, on November 20, 1929, in the case of L. T. Rhodes vs. C. E. Shriner, et al.,

Exhibit "Q-10", Affidavit of garnishment filed November 20, 1929, in the case of L. T. Rhodes vs. C. E. Shriner, et al.

Exhibit "Q-11", Original Summons and Complaint filed November 20, 1929, in the case of L. T. Rhodes vs. C. E. Shriner et al., with return of John L. Scogin, Sheriff, Montgomery County, by Morley, Deputy Sheriff, showing copy of same executed on M. S. Holly, January 13, 1930.

Exhibit "Q-12", Affidavit of W. C. Beebe, sworn to before T. W. Richerson on April 18, 1930, in the case of L. T. Rhodes, plaintiff, vs. C. E. Shriner and M. S. Holly, a copartnership doing business under the name of C. E. Shriner, defendants, Providence-Washington Insurance Company, garnishee, contesting Answer of Garnishee.

Exhibit "Q-13", Answer of Garnishee in the case of L. T. Rhodes, plaintiff, vs. C. E. Shriner and M. S. Holly, a copartnership doing business under the name of C. E. Shriner, defendants, Aetna Insurance Company, garnishee, filed February 28, 1930.

Exhibit "Q-14", Answer of Garnishee in the case of L. T. Rhodes, plaintiff, vs. C. E. Shriner and M. S. Holly, a copartnership doing business under the name of C. E. Shriner, defendants, Home Insurance Company, garnishee, sworn to on February 27, 1930.

Exhibit "R-1", Affidavit of John Gray in the case of Scott County Milling Company vs. C. E. Shriner, filed February 12, 1930.

Exhibit "R-2", Notice to answer writ of Garnishment issued by T. W. Richerson, February 12, 1930, in the case of Scott County Milling Company, a corporation, plaintiff, vs. C. E. Shriner, defendant.

Exhibit "R-3", Writ of Garnishment issued by T. W. Richeron February 12, 1930, in the case of Scott County Milling Company, a corporation, plaintiff, vs. C. E. Shriner, defendant, Home Insurance Company, garnishee, with return of C. Irwin, Sheriff, showing copy served on J. W. Luther, as Agent of Home Insurance Company, on February 13, 1930.

Exhibit "R-4", Answer of Garnishee filed March 22, 1930, in the case of Scott County Milling Company, a corporation, plaintiff, vs. C. E. Shriner, defendant, Home Insurance Company, garnishee.

Exhibit "S-1", Writ of Garnishment executed by T. W. Richerson, February 12, 1930, in the case of Paterson-McCoy Hardware & Supply company, a corporation, plaintiff, vs. C. E. Shriner, defendant, Home Insurance Company, garnishee, with return of C. Irwin, Sheriff, showing copy served on J. W. Luther, as Agent of Home Insurance Company, on February 13, 1930.

Exhibit "S-2", Notice to defendant of garnishment issued by T. W. Richerson on February 12, 1930, in the case of Paterson-McCoy Hardware & Supply Company, a corporation, plaintiff, vs. C. E. Shriner, defendant, with return of C. Irwin, Sheriff, showing copy served on C. E. Shriner February 14, 1930.

Exhibit "S-3", Affidavit of John Gray in the case of Paterson- McCoy Hardware & Supply Company, a corporation, vs. C. E. Shriner, defendant, Home Insurance Company, Garnishee, filed February 12, 1930.

Exhibit "XY", Certified copy of the Indictment of Elmer Resmondo and Robert Brown, found by Grand Jury of Baldwin County, Alabama, January Term, 1933;

Exhibit "VW", Certified copy of Judge's Bench Notes in the case of the State of Alabama vs. Elmer Resmondo and Robert Brown, charged with crime of Arson;

Exhibit "U-1", Affidavit of Garnishment on Judgment of Butler Bros., filed in Circuit Court of Baldwin County, Alabama, November 17th, 1930;

Exhibit "U-2", Writ of Garnishment on Judgment to Aetna Insurance Company, issued 18th day of October, 1930, by Hon. T. W. Richerson, Clerk Circuit Court of Baldwin County, Alabama;

Exhibit "U-3", Writ of Garnishment on Judgment to Providence-Washington Insurance Company issued on 18th day of October, 1930, by the Hon. T. W. Richerson, Clerk Circuit Court of Baldwin County, Alabama;

Exhibit "U-4", Garnishment on Judgment to Home Insurance Company, issued 18th day of October, 1930, by T. W. Richerson, Clerk Circuit Court of Baldwin County, Alabama.

PROVIDENCE WASHINGTON INSURANCE COMPANY, a Corporation, Complainant, VS. C. E. SHRINER, et al., Respondents.	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA. IN EQUITY. NO. 997.

ANSWER.

Now come A. D. Hanaw and A. J. Hanaw, as Assignees of Vincent B. McAleer, Trustee in Bankruptcy of the Tilton Grocery Company, Inc., a Corporation, and for Answer to the Bill of Complaint in the above entitled cause say as follows, to-wit:

1. These Respondents admit the allegations of paragraph numbered "FIRST" of the Bill of Complaint as last amended.

2. These Respondents admit the allegations of paragraph numbered "SECOND" of the Bill of Complaint as last amended.

3. The Respondents admit the allegations contained in paragraph numbered "THIRD" of the Bill of Complaint as last amended.

4. The Respondents deny each and all other allegations of the original Bill and the Bill as last amended.

Rozier & Gray

J. B. Blackburn

Solicitors for Respondents, A. D. Hanaw and A. J. Hanaw.

Equity 997

RECORDED

ANSWER.

PROVIDENCE WASHINGTON INSURANCE COMPANY, a Corporation,
Complainant,

VS.

C. E. SHRINER, et al.,
Respondents.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

IN EQUITY. NO. 997.

Filed on this the 3rd day of July, 1934.

[redacted]

LAW OFFICES
J. B. BLACKBURN
BAY MINETTE, ALABAMA

71/2.

PROVIDENCE WASHINGTON INSURANCE COMPANY, a corporation, Complainant,	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA.
vs.	IN EQUITY.
C. E. SHRINER ET AL., Respondents.	NO. 997.

Come the Respondents in the above styled cause and demur to the Complainant's original bill of complaint filed in this cause on September 5, 1931; the amendment to the original bill of complaint filed March 6, 1933, designated as Paragraph 8 (E), and amendment to original bill filed January 10, 1934, and for grounds thereof set out the following:

1. They refile all demurrers heretofore filed to the original bill, November 30, 1931.

2. They refile the demurrers heretofore filed in this cause on August 18, 1933.

3. Further specifically demurring to the amendment to the original bill filed January 10, 1934, and to each Count thereof, separately and severally, they set out the following:

(a) That it is not alleged that said insurance was procured by the respondent, C. E. Shriner.

(b) That it is not alleged that the respondent, C. E. Shriner, made any other contract of insurance.

(c) That it is not alleged, but that the said C. E. Shriner had the right to secure additional insurance.

(d) That it is not alleged that any additional insurance was procured by or at the request of C. E. Shriner.

4. And without waiving the foregoing demurrers, but insisting upon the same, the respondents, answering complainant's original complaint and the amendments thereto, say:

(a) That they refile the original answers filed November 30, 1931.

(b) They refile the amended answers filed on August 18, 1933.

5. Further specifically answering the allegations contained in the amendment to the original bill filed March 6, 1933, designated as Paragraph 8 (E), they say:

(a) That the respondent, C. E. Shriner, did not fraudulently and with wilful intent procure the burning of the property, and did not conspire with one Elmer Resmondo, one Robert Brown, and one Frank O. Reynolds, for the purpose of procuring the burning of the said property.

(b) That they know of no conspiracy between the said Elmer Resmondo, Robert Brown and Frank O. Reynolds; in fact the said Frank O. Reynolds was unknown to the respondent, C. E. Shriner, on and prior to August 4, 1929.

6. That they deny each and every allegation contained in said amendment and demand strict proof thereof.

7. Further specifically answering the amendment to the original bill filed January 10, 1934, and to each Count thereof, separately and severally, they say:

(a) That the respondent, C. E. Shriner, did not procure any additional insurance on said property as set out therein.

(b) That there was no additional or excess insurance on said property.

(c) That if there was any additional or excess insurance on said property, it was issued without his request, consent or approval.

(d) That there was not a total of Eighty-five Hundred Dollars ($8500.00) insurance on said stock at the time of the fire, but to the contrary the said stock was insured for only Six Thousand Dollars ($6,000.00).

(e) That the only insurance on the said stock at the time of the fire was Twenty-five Hundred Dollars ($2500.00) in the Aetna Insurance Company and a total of Thirty-five Hundred Dollars ($3500.00)

with the Home Insurance Company.

(f) That the said C. E. Shriner did keep a set of books clearly and plainly representing a complete record of business transactions, including all purchases, sales and shipments, both for cash and credit, from the date of inventory as provided in said insurance policies.

(g) That said books were kept in a fire-proof safe located in said store, which safe was kept locked, in compliance with the requirements set out in said insurance policies.

(h) That said books were at the close of business on the last business day before the fire placed in a fire-proof safe which was locked, in compliance with the requirements of said insurance policies.

(i) That said books, records and inventories were destroyed by the fire which burned the said stock of goods and the store in which the stock of goods and safe were located.

(j) That said books, records and inventories were kept in a fire-proof safe securely locked when the said store was not open for business.

(k) That the assured, C. E. Shriner, did not produce said books and inventories for the reason they were destroyed by fire at the time the stock of goods and the store in which the safe was located burned.

8. That they deny each and every allegation contained in said amendment not herein expressly admitted, and demand strict proof thereof.

9. The respondents further answering each and every allegation contained in the original bill of complaint and the amendments thereto, deny each and every allegation contained therein, not herein expressly admitted, and demand strict proof of the same.

Beebe & Hall

Solicitors for Respondents.

Duck

RECORDED 7 - 354.

71/2.

Providence Ins. Co
vs
R. E. Shine et al

Amended Demurrers
and answer to
Amended Complaint

Filed this Feby 5, 1934
M. A. Stone
Reporter

PROVIDENCE WASHINGTON INSURANCE COMPANY, a corporation, Complainant, vs. C. E. SHRINER, M. S. HOLLY, L. T. RHODES and BUTLER BROS., a partnership, Respondents.	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA. IN EQUITY. NO. 997.

And now come the respondents, C. E. Shriner, M. S. Holly and L. T. Rhodes, having heretofore demurred and answered the original complaint in this cause on November 30, 1931, and for demurrer and answer to the said original complaint and to the amendment thereto filed by the complainant, they re-file their demurrers and answers to the original complaint as demurrers and answers to the said complaint as amended, said demurrer and answer being heretofore filed on November 30, 1931; and further answering said complaint as amended, deny every allegation made in the said complaint as amended and not specifically admitted in the aforesaid answer to the original bill, and demand strict proof of the same.

Beebe & Hare

Solicitors for respondents,
C. E. Shriner, M. S. Holly and
L. T. Rhodes.

5½. RECORDED Dec 7-358-

Providence Washington Ins Co

C. E. Shurin et al

Demurrer and Answer to Amended Complaint

Filed this Aug 18th 1933

M A Stone
Register

STATE OF ALABAMA,

COUNTY OF BALDWIN.

IN THE CIRCUIT COURT,

IN EQUITY. No._____.

Providence Washington Insurance Company, a corporation,
Complainant,

vs.

C. E. Shriner, et al.,
Respondents;

Aetna Insurance Company, a corporation,
Complainant,

vs.

C. E. Shriner, et al.,
Respondents;

Home Insurance Company, a corporation,
Complainant,

vs.

C. E. Shriner, et al.,
Respondents.

Direct & Cross-Interrog.

DEPOSITION OF J. L. FULGHUM.

By virtue of the Commission hereto annexed, issued from the office of the Clerk of the Circuit Court of Baldwin County, State of Alabama, I, Murray Allen, the Commissioner therein named, have called and caused to come before me the said J. L. Fulghum, the witness named in said commission, on this 13th day of March, 1933, at my office at 609 North Carolina Bank and Trust Company Building, in the City of Raleigh, County of Wake and State of North Carolina; and having been duly cautioned and sworn the said witness to speak the truth, the whole truth and nothing but the truth, J. L. Fulghum, the said witness, deposeth and saith as follows:

INTERROGATORIES OF COMPLAINANTS.

1. State your name and your address.

Answer: J. L. Fulghum, 601 Capital Club Building, Raleigh, North Carolina.

2. By whom are you employed?

Answer: Fire Companies Adjustment Bureau.

3. State the place of your residence in August, 1929, and state by whom you were employed at said time.

Answer: Montgomery, Alabama. I was employed by Southern Adjustment Bureau.

4. State whether or not you did, on or about the 17th day of August, 1929, interview one, M. S. Holley in your office at Montgomery, Alabama, concerning his interests in a business operated under the name of C. E. Shriner at Summerdale, Alabama, prior to a fire which destroyed the same on or about the 4th day of August, 1929.

Answer: I did.

(a). If you did, state in your own words the nearest you can remember what was said by the said M. S. Holley to you as to his interest in said business.

Answer: Mr. Holley stated that he was the silent partner of C. E. Shriner in his business at Summerdale, Alabama, August 4, 1929; that this interest was acquired at the time of the original purchase in the fall of 1926. Mr. Holley further stated that he and Mr. Shriner were very close friends and although the business was conducted in Shriner's name, he had maintained his interest to the date of our interview; that inasmuch as he was the agent for the L. & N. Railway at Summerdale, he functioned as a silent partner, in order that his position with the Railway Company would not be jeopardized.

5. State how you got in touch with the said M. S. Holley and state the circumstances leading up to his visit to your office on August 17, 1929.

Answer: M. S. Holley came to my office at my request.

CROSS INTERROGATORIES OF RESPONDENTS.

1. Please state by whom you were employed on or about the 17th day of August, 1929, when you are supposed to have interviewed one M. S. Holley.

Answer: Southern Adjustment Bureau, Montgomery, Alabama.

2. Please state whether or not at that time you reduced his statements to writing and had him sign it.

Answer: I did not obtain a signed statement from M. S. Holley, but on the date I interviewed him, August 17, 1929, I wrote a letter to Southern Adjustment Bureau, Mobile, Alabama, in which I set forth statements made to me by him.

3. Is it not a fact that at the time of your interview with Mr. Holley, he discussed with you a certain business at Summerdale, Alabama, operated by him and Mr. Shriner known as a produce business?

Answer: Yes.

4. Is it not a fact that Mr. Holley told you that he and Mr. Shriner were jointly interested in a produce business at Summerdale, Alabama?

Answer: Yes. He told me he was interested as a silent partner.

J. L. Fulghum
Witness.

I, Murray Allen, 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, J. L. Fulghum, were read over to him; that he assented, swore to, and subscribed the same in my presence, at the time and place herein named; 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 13th day of March, 1933.

Murray Allen (L.S.)
Commissioner.

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

Providence Washington Insurance Company, a corporation, complainant,

v.

C. E. Shriner, et al., respondents;

Aetna Insurance Company, a corporation, complainant,

v.

C. E. Shriner, et al., respondents;

v.

Home Insurance Company, a corporation, complainant,

v.

C. E. Shriner, et al., respondents.

DEPOSITION OF J. L. FULGHUM BEFORE MURRAY ALLEN, COMMISSIONER.

MURRAY ALLEN

Attorney at Law

609-611 North Carolina Bank Building

RALEIGH, N. C.

COMMERCIAL PRINTING COMPANY, RALEIGH, N. C.

STATE OF ALABAMA.

BALDWIN COUNTY.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

NO._____

C. E. SHRINER,
Plaintiff,

vs.

PROVIDENCE-WASHINGTON INSURANCE COMPANY, a corporation,
Defendant.

TO PROVIDENCE-WASHINGTON INSURANCE COMPANY, a corporation, Defendant:

You are hereby notified to produce for trial of the above entitled cause a certain policy of insurance issued by Providence-Washington Insurance Company of Providence, Rhode Island, to C. E. Shriner, for the sum of Twenty-five Hundred Dollars ($2500.00), policy number 55954, dated April 29, 1929, and if you fail to do so secondary evidence of its contents will be given.

Bube & Hall
Attorneys for Plaintiff.

8/31/31
Service accepted
Coleman Coleman Miss & Hill
atty for Defendant

RESO 7-3414

ORIGINAL.

C. E. SHRINER,
Plaintiff,

vs.

PROVIDENCE-WASHINGTON
INSURANCE COMPANY, a
corporation,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

NOTICE TO PRODUCE.

Filed Jan 30-1984
Mz. A. Stone
Reg.

BEEBE & HALL
LAWYERS
BAY MINETTE, ALABAMA

CIRCUIT COURT, BALDWIN COUNTY, ALA.
IN EQUITY

No. 997 Prudential Washington Insurance Co VS. PLAINTIFF

C E Shinn Gal DEFENDANT

BILL OF COSTS

FEES OF REGISTER		Dollars	Cents
Filing each bill and other papers	$ 10	1	70
Issuing each subpoena	50		
Issuing each copy thereof	40		
Entering each return thereof	15		
For each order of publication	1 00		
Issuing Writ of injunction	1 50	1	50
For each copy thereof	50		
Entering each return thereof	15		
Issuing Writ of Attachment	1 00		
Entering each return thereof	15		
Docketing each case	1 00	1	10
Entering each appearance	25		25
Issuing each decree pro confesso on per ser.	1 00		
Issuing each decree pro confesso on publica	1 00		
Each order appointing guardian	1 00		
Any other order by Register	50		
Issuing Commission to take testimony	50		
Receiving and filing	10		
Endorsing each package	10		
Entering order submitting cause	50		
Entering any other order of court	25		
Noting all testimony	50		
Abstract of cause, etc.	1 00		
Entering each decree	75		75
For every 100 words over 500	15		
Taking account, etc.	3 00		
Taking testimony, etc	15		
Each report, 500 words or less	2 50		
For every 100 words over 500	15		
Amount claimed less than $500, etc	2 00		
Issuing each subpoena	25		
Witness certificate, each	25		
Issuing execution, each	75		
Entering each return	15		
Taking and approving bond, each	1 00	1	00
Making copy of bill, etc	15		
Each notice not otherwise provided for	50		
Each certificate or affidavit, with seal	50		
Each certificate or affidavit, no seal	25		
Hearing and passing on application, etc.	3 00		
Each settlement with Receiver, etc.	3 00		
Examing each voucher of Receiver, etc	10		
Examing each answer, etc.	3 00		
Recording resignation, etc	75		
Entering each certificate to SupremeCourt	50		
Taking questions and answers, etc	25		
For all other ser relating to such proceedings	1 00		
For services in proceeding to relieve minors, etc., same fee as in similar cases.			
Commission on sales, etc: 1st $100, 2 per cent: all over $100 and not exceeding $1,000, 1 1-2 per cent; all over $1,000, and not exceeding $20,000, 1 per ct; all over 20,000, 1-4 of 1 per cent.			
Sub Total Carried Forward		5	20

Brought Forward		$ 5 20
For Receiving, keeping and paying out or distributing money, etc.: 1st $1,000, 1%, all over $1,000, and not over $5,000, 3-4 of 1%; all over $5,000 and not exceeding $10,000, 1-2 of 1%, all over $10,000 1-4 of 1%.		
Receiving, keeping and paying out money paid into court, etc., 1-2 of 1% of amount received.		
Each notice sent by mail to creditor	15	
Filing receipting for and docketing each claim, etc.	25	
For all entries on subpoena docket, etc.	50	
For all entries on commission docket, etc.	50	
Making final record. per 100 words	15	20 00
Certified copy of decree	1 00	
Report of divorce to State Health Office (Acts 1915)	50	
TOTAL FEES OF REGISTER		25 20
FEES OF SHERIFF		
Serving and returning subpoena on deft.	$1 50	1 50
Serving and returning subpoena for witness	65	
Levying attachment	1 50	
Entering and returning same	25	
Selling property attached		
Impaneling Jury	75	
Executing Writ of possession	2 50	
Collecting execution for costs	1 50	
Serving and returning sci. fa., each	65	
Serving and returning notice	65	
Serving and returning writ of injunction	1 50	
Serving and returning writ of exeat	1 50	
Taking and approving bonds, each	75	
Collecting money on execution		
Making Deed	2 50	
Serving and returning application, etc.	1 00	
Serving attachment, contempt of court	1 50	
TOTAL FEES OF SHERIFF		1 50
RECAPITULATION		
Register's Fees		25 20
Sheriff's Fees		1 50
Commissioner's Fees		
Solicitor's Fees		
Witness Fees		
Guardian Ad Litem		
Printer's Fees		
Trial Tax	3 00	
Recording Decree in Probate Court		
TOTAL		26 70

Received payment this _____ day of _____ 193____ _____ Register.

PROVIDENCE-WASHINGTON INSURANCE COMPANY, a corporation, Complainant,	IN THE CIRCUIT COURT OF
vs	BALDWIN COUNTY, ALABAMA.
C. E. SHRINER, ET AL, Defendants.	IN EQUITY, NO. _____.

Comes the Defendant, C. E. Shriner, and demurring to Complainant's bill of complaint says:

FIRST:

There is no equity in the bill.

SECOND:

The bill is multifarious.

THIRD:

The bill prays a consolidation of various actions, but does not show a community of interest in the subject matter of the suit.

FOURTH:

It does not appear from said complaint that the sole question involved in the several suits sought to be enjoined is the liability on the policy.

Solicitors for Defendant, C. E. Shriner.

Recorded 3.
Romance Wash Dog
Vs
Shriner, et al

Demurer
Recorded Equity F.R. # 5
Page 136
T W Richmond
Register

Filed Sept 5, 1931
T W Richmond
Register

PROVIDENCE WASHINGTON INSURANCE COMPANY, A CORPORATION,	*	
COMPLAINANT,		IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA,
VS.		IN EQUITY,
C. E. SHRINER, ET AL,		NO. 997.
RESPONDENTS.	*	

AMENDMENT TO ORIGINAL BILL

NOW COMES the complainant, Providence Washington Insurance Company, a corporation, and with leave of Court first had and obtained amends its bill of complaint in this cause as follows:

1.

The complainant strikes from said bill of complaint paragraph 8 (c), and in lieu thereof inserts the following averment:

(c) Your orator further avers that in and by the terms of the policy issued by your orator to the said C. E. Shriner, it is expressly agreed that:

> "This entire policy, unless otherwise provided by agreement endorsed hereon or added hereto, shall be void if *** the insured now has or shall hereafter make or procure any other contract of insurance, whether valid or not, on the property covered in whole or in part by this policy."

And your orator further avers that it was otherwise expressly provided in said policy that this insurance is effected subject to the following conditions which are hereby made warranties by the assured and are accepted as parts of this contract:

> Total insurance permitted, warranted concurrent herewith, including this policy, as follows: $6000.00 on Stock

And it was further expressly provided that:

> "It is understood and agreed that no insurance in addition to this policy is permitted unless the total insurance including this policy is entered in the paragraph above."

And your orator further avers that at the time of the fire the insured had a total of EIGHT THOUSAND FIVE HUNDRED DOLLARS ($8,500.00) on said stock. Wherefore, your complainant avers that said policy is null and void.

2.

Your complainant further amends paragraph 8 (d) of the bill of complaint by adding the following averments:

Your complainant further avers that the assured did not keep a set of books which clearly and plainly present a complete record of business transactions including all purchases, sales and shipments, both for cash and credit, from the date of inventory as provided for in the first section of said foregoing clause and during the continuance of this policy. And your orator further avers that after the fire involved in this cause the assured failed to produce said books and inventories, required to be kept by said policy of insurance, for the inspection of your complainant.

Coleman, Spain, Stewart & Davis.
SOLICITORS FOR COMPLAINANT

STATE OF ALABAMA, :

JEFFERSON COUNTY. :

Before me, Marion Armond, a Notary Public in and for said County in said State, J. M. Lawrence, who is known to me and who, being by me first duly sworn, says that he is the Agent for the above named complainant with knowledge of the facts, and that the facts set out in the foregoing amendment to bill of complaint are true and correct, except where stated on information and belief, and such averments are believed to be correct.

J. M. Lawrence

Sworn to and subscribed before me, this the 8 day of ~~December, 1933.~~ Jan 1934

Marion Armond
Notary Public

1.

RECORDED

IN THE CIRCUIT COURT
OF BALDWIN COUNTY,
ALABAMA, IN EQUITY,

NO. 997

PROVIDENCE WASHINGTON INSURANCE
COMPANY, A CORPORATION,

COMPLAINANT,

VS.

C. E. SHRINER, ET AL,

RESPONDENTS.

AMENDMENT TO ORIGINAL BILL

Filed Jan. 18th 1934
W. A. Stone
Register

COLEMAN, SPAIN, STEWART & DAVIES
706-719 MASSEY BUILDING
BIRMINGHAM, ALA.

COLICITORS FOR COMPLAINANT

PROVIDENCE-WASHINGTON INSURANCE COMPANY, A CORPORATION,	*	
COMPLAINANT,		IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA,
VS.		IN EQUITY,
C. E. SHRINER, M. S. HOLLY, L. T. RHODES, and BUTLER BROTHERS, A PARTNERSHIP,		NO.
RESPONDENTS.	*	

NOW COMES the Providence-Washington Insurance Company, a corporation, and demurring to the respondent Shriner's answer and cross-bill and to each phase and paragraph thereof, separately and severally, says, separately and severally:

(1) That there is no equity in said answer and cross-bill.

(2) That no facts are alleged sufficient to predicate liability on the cross-respondent.

(3) That the contract relied on for recovery is not set out either in substance or in haec verba.

(4) That it is not alleged that the said policy of insurance was issued to the cross-complainant or was owned by him.

(5) That sufficient facts are not alleged to show a right of action in the cross-complainant.

(6) That the terms and conditions of the alleged policy of insurance are not set out.

(7) That it is not averred that the cross-complainant has performed all the terms and conditions of the alleged policy contract.

(8) That it is not alleged that cross-complainant has performed all conditions of the alleged policy contract necessary to be performed precedent to recovery.

(9) That it is not alleged that the cross-complainant has substantially complied with all the terms and conditions of the alleged policy contract.

(10) That it is not averred that said alleged policy contract was in force and effect at the time of the alleged fire.

(11) That the value of the cross-complainant's stock of merchandise destroyed by fire is not alleged.

(12) That the amount of the damage is not shown.

(13) That it is not shown in what manner the cross-complainant has been damaged or that he has sustained damage.

(14) That it is not alleged that the cross-complainant was the owner of the said stock of merchandise.

(15) That the allegations of the answer and cross-bill are conclusions of the pleader merely.

For demurrer to that phase of the respondent Shriner's answer and cross-bill which alleges a compliance with the "iron safe clause" of the alleged policy of insurance, the cross-respondent sets down and assigns all the grounds of demurrer assigned to the answer and cross-bill as a whole, and in addition thereto sets down and assigns the following, separately and severally:

(16) That it is not averred that the cross-complainant complied with the provisions of the policy with respect to the keeping of books and inventories.

(17) That it is not shown that the books and inventory alleged to have been kept by the cross-complainant were such as were required by the provisions of the policy.

(18) That it is not alleged that said books and inventory were kept in such a safe as was required by the provisions of the policy.

(19) That it is not alleged that the alleged "fire proof safe" was such as was generally used as such in the community of the cross-complainant's business at the time of the fire.

(20) That no reason is shown excusing a failure to deliver the books and inventories of the assured.

(21) That for aught that appears, the assured's failure to produce his books and inventories was the result of his own negligent conduct.

(22) That no valid legal excuse for the non-production of the books and inventory is alleged.

(23) That it is not alleged that the cross-complainant kept his books and inventories in such places and at such times as was required by the provisions of the policy.

(24) That it is not alleged that at the time of the fire cross-complainant's books and records were at such a place as was required by the policy.

(25) That the allegation, "that after the said fire an examination of the said safe in which the said inventory and books were kept disclosed that the same had been broken open, etc.", is a mere conclusion of the pleader.

Without waiving the foregoing demurrers, but insisting upon the same, the Providence-Washington Insurance Company says, in answer to the cross-complainant's answer and cross bill:

(1) For answer to paragraph "Second", it admits that the said policy issued by it to the cross-complainant was valid and outstanding at the time of the fire, but denies that cross-complainant kept and fully complied with all the conditions, specifications, warranties and other stipulations of the said policy, and alleges that the same were breached as is set out in its bill of complaint as last amended.

Cross-respondent denies that due and proper proof of said fire and damage and loss incident thereto has been fully made. Cross-respondent further denies that a complete itemized inventory of the insured stock of merchandise was ever made or kept as alleged, or that books were kept by the cross-complainant in connection with his business such as satisfied the stipulations and provisions relating thereto in the policy of insurance; or that the said inventory and books were lost or destroyed as a result of their having been taken out of a securely locked fire proof safe by thieves and either stolen or destroyed or allowed to burn in the flames which destroyed the insured property

(2) For answer to paragraph "Third", cross-respondent denies that at the time of the fire and during the term of said policy, the said insured property was solely and unconditionally owned by the cross-complainant, but says that the said M. S. Holley had an interest therein as is set out in the cross-respondent's bill of complaint as last amended.

For further answer to said paragraph, cross-respondent admits that it issued to C. E. Shriner a policy of fire insurance in the amount of $2500.00 covering a stock of merchandise located at Summerdale, Alabama, and that the term of said policy was one year from the 29th day of April, 1929, and cross-respondent further admits that the insured property was destroyed by fire on, to wit, the 4th day of August, 1929, but denies that it has had notice thereof as required by the policy provisions.

Cross-respondent further admits that it has not paid the cross-complainant any sum by reason of any loss covered by said policy, but denies that it is indebted to cross-complainant in any sum whatever.

(3) For further answer to the answer and cross-bill of the cross-complainant, the cross-respondent adopts all the averments of its bill of complaint as last amended insofar as the averments thereof are applicable.

Coleman, Spain, Stewart & Dorries

SOLICITORS FOR CROSS-RESPONDENT

RECORDED

IN THE CIRCUIT COURT
OF BALDWIN COUNTY,
ALABAMA, IN EQUITY,

NO. 997

PROVIDENCE-WASHINGTON INSURANCE
COMPANY, A CORPORATION,

COMPLAINANT,

VS.

C. E. SHRINER, ET AL,

RESPONDENTS.

DEMURRER

Filed Jan. 10th, 1934
W. A. Stone
Registr

COLEMAN, SPAIN, STEWART & DAVIES
706-719 MASSEY BUILDING
BIRMINGHAM, ALA.

SOLICITORS FOR CROSS-RESPONDENT
PROVIDENCE-WASHINGTON INS. CO.

PROVIDENCE-WASHINGTON INSURANCE COMPANY, A CORPORATION,	:	IN THE CIRCUIT COURT
COMPLAINANT,	:	OF BALDWIN COUNTY, ALABAMA,
VS:	:	IN EQUITY.
C. E. SHRINER, M. S. HOLLY, L. T. RHODES and BUTLER BROS., A PARTNERSHIP,	:	NO._____
RESPONDENTS.	:	

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, SITTING IN EQUITY:

Now comes your Orator, the Providence-Washington Insurance Company, a Corporation, and amends its original bill of complaint heretofore filed in this cause by adding thereto the following paragraph to be designated as paragraph 8 (E).

8 (E). Your Orator further avers that the respondent, C. E. Shriner, did, a short time prior to the fire which destroyed the property insured by your Orator, fraudulently and with willful intent procure the burning of the property covered by the policy of insurance issued by your Orator, and did conspire to this end with one, Elmer Resmondo, one, Robert Brown, and one, Frank O. Reynolds for the purpose of procuring the burning of said property, and that in the execution of said conspiracy the said Elmer Resmondo and Robert Brown did, on, to-wit, the evening of the 4th day of August, 1929, purposely set fire to the premises in which said property was stored and that the said loss of the respondent, C. E. Shriner, was occasioned thereby.

And your Orator further amends its original bill of complaint heretofore filed in this cause by eliminating from said bill of complaint the last portion of paragraph 8, beginning "And your Orator avers that one or all of the defenses A, B, C, and D, constitute a bar to any claim on the policy of insurance etc." and by substituting in lieu thereof the following paragraph:

And your Orator avers that one or all of the defenses, A, B, C, D, and E, constitute a bar to any claim on the policy of insurance issued by your Orator, which said policy of insurance constitutes the only basis of any claim of C. E. Shriner against your Orator.

Coleman, Spain, Stewart & Gaines
Hybart, Heard & Mason
SOLICITORS FOR COMPLAINANTS

RECORDED

CASE # 777

IN THE CIRCUIT COURT

OF BALDWIN COUNTY, ALABAMA.

PROVIDENCE-WASHINGTON INSURANCE COMPANY, A CORPORATION,

COMPLAINANT,

VS:

C. E. SHRINER, M. S. HOLLY, L. T. RHODES and BUTIER BROS., A PARTNERSHIP,

RESPONDENTS.

AMENDMENT TO ORIGINAL

BILL OF COMPLAINT.

Filed September 1933
J W Blackmon
Register

COLEMAN, SPAIN, STEWART & DAVIES
706-719 MASSEY BUILDING
BIRMINGHAM, ALA.

Copy given Hon H M Hack atty for Deft

PROVIDENCE-WASHINGTON INSURANCE COMPANY, a corporation,	:	IN THE CIRCUIT COURT OF
Complainant,	:	BALDWIN COUNTY, ALA.
vs.	:	NO._____
C. E. SHRINER, M. S. HOLLY, L. T. RHODES and BUTLER BROTHERS, a partnership,	:	IN EQUITY.
Respondents.	:	

TO THE HONORABLE JUDGES OF THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, SITTING IN EQUITY:-

Comes your orator, the Providence-Washington Insurance Company, a corporation, and brings this its bill of complaint against the above named respondents and respectfully shows unto the Court the following state of facts:-

1. That your orator is a corporation, organized and existing under the laws of the State of Rhode Island, and is qualified to do business in the State of Alabama, and is doing business in the State of Alabama in Baldwin County.

2. That C. E. Shriner, M. S. Holly and L. T. Rhodes are each over the age of twenty-one years, of sound mind and each resides in Baldwin County, except M. S. Holly and complainant is informed and believes and upon such information and belief avers that the said Holly resides in Montgomery County, Alabama; that the said Butler Brothers is a partnership, engaged in doing business in Baldwin County, Alabama, but that the exact name of said partnership is unknown to complainant at this time. The allegations of this paragraph are stated on information and belief.

3. Your orator further avers that heretofore on, to-wit, the 29th day of April, 1929, this complainant did issue a policy of fire insurance in the sum of Twenty-five Hundred ($2500.00) Dollars to the respondent, C. E. Shriner, covering a stock of merchandise, situated in Baldwin County, Alabama. Complainant further avers that it is informed and believes, and upon

such information and belief, states that said stock of merchandise was destroyed by fire on, to wit, the 4th day of August, 1929; and that the said C. E. Shriner has heretofore made claim upon this complainant issuing said policy of insurance, by reason of said damage or destruction to the insured property.

4. Your orator further avers that heretofore L. T. Rhodes, one of the parties respondent to this bill of complaint instituted suit in the Circuit Court of Baldwin County, Alabama, at law, Case No. 9093, against C. E. Shriner and M. S. Holly, as individuals, and as partners doing business under the name of C. E. Shriner, for the recovery of $1856.88, and that out of said cause a writ of garnishment was issued by the Circuit Court of Baldwin County, Alabama, on, to wit, November 20, 1929, directed to the Providence-Washington Insurance Company, your orator.

5. Your orator further avers that heretofore on, to wit, the 18th day of October, 1930, the respondent, Butler Brothers, caused a writ of garnishment to issue out of the Circuit Court of Baldwin County, Alabama, on a judgment recovered by the said Butler Brothers against C. E. Shriner for the sum of $115.68, and a writ of garnishment in said cause has heretofore been served upon the complainant in this cause, and said garnishment is now pending and undetermined in said cause.

6. Complainant further avers that the respondent, C. E. Shriner, has heretofore instituted a suit in the Circuit Court of Baldwin County, Alabama, against the complainant, seeking to recover upon a policy of insurance, said cause being No. 3576, and that said cause is now pending and undetermined in this honorable court.

7. Complainant further avers that it is being vexed and harassed with amultiplicity of suits; that all of said garnishments are suits at law, and a judgment, if in favor of the complainant, in no one of them would operate as a bar to the other suits and also the suit of C. E. Shriner; and complainant

further avers that the law and facts are the same in each of said suits and that there is a community of interest in the subject-matter of said suits between this complainant, C. E. Shriner, and all of said garnisheeing creditors. Complainant further avers that the sole question involved in each suit is the liability of the complainant to the said C. E. Shriner and/or M. S. Holly under said policy of insurance.

8. Your orator further states that it has a good defense to all of such suits and acts now pending in this:

A. That in and by the terms of the said policy, issued by your orator it is expressly stated that same is issued in consideration of the stipulations therein named, and that it is accepted subject to the following stipulations and conditions which are made a part thereof:

> "This entire policy unless otherwise provided by agreement endorsed thereon and added hereto shall be void, if,
>
> 'The interest of the assured be other than unconditional and sole ownership.' "

And your orator avers that C. E. Shriner, the named assured in said policy, was not the sole and unconditional owner thereof, but that he owned same jointly with a partner, to-wit, M. S. Holly, at the time of the issuance of the policy.

B. Your orator further avers that the policy was accepted subject to the following stipulations and conditions which are made a part thereof:

> " This entire policy unless otherwise provided by agreement endorsed hereon and added hereto shall be void, if,
>
> 'Any change other than by death of the assured take place in the interest, title or possession of the subject of insurance (except change of occupants without increase of hazard, whether by legal process or judgment or by voluntary act of the assured or otherwise).' "

And your orator further avers that after the issuance of the policy to C. E. Shriner, the named assured, a change took place in the interest, title ar possession of the subject of insurance in that the assured transferred an interest therein to M. S. Holly.

C. Your orator avers that in and by the terms of the policy issued by your orator to C. E. Shriner, it is specifically

made a warranty and condition of said policy that other insurance, including the policy issued by your orator, in excess of $6000.00 would not be issued on the insured property, and your orator avers that at the time of the fire other insurance, including the policy sued on, in excess of $6000.00 existed and the policy provided the same should be void in the event of the violati on of this warranty.

D. Your orator avers that the following covenant and warranty is made a part of the assured's policy issued by your orator to C. E. Shriner:

> "First: The assured will take a complete itemized inventory of stock on hand at least once in each calendar year, and unless such inventory has been taken within twelve calendar months prior to the date of this policy, one shall be taken in detail within 30 days of issuance of this policy, or this policy shall be null and void from such date, and upon demand of assured the unearned premium from such date shall be returned.
>
> Second: The assured shall keep a set of books which clearly and plainly present a complete record of business transacted, including all purchases, sales and shipments, both for cash and credit, from the date of inventory, as provided for in first section of this clause, and during the continuance of this pplicy.
>
> Third: The assured will keep such books and inventory, and also the last preceding inventory, if such has been taken, securely locked in a fireproof safe at night, and at all times when the building mentioned in this policy is not open for business, or, failing in this the assured will keep such books and inventories in some place not exposed to fire which would destroy the aforesaid buildin
>
> In event of failure to produce such books and inventories for the inspection of this company, this policy shall become null and void and such failure shall constitute a perpetual bar to any recovery thereon."

And your orator avers that the assured, C. E. Shriner, did not keep his books and inventory, and also the last preceding inventory, if such had been taken, securely locked in a fireproof safe at night, and at all times when the building mentioned in the policy issued by your orator was not open for business, nor did he keep them in some place not exposed to fire which would destroy the building wherein the property insured was kept. And your orator avers that said books and inventory or a material part thereof were destroyed by the fire upon which the rights of C. E. Shriner, if any, must be predicated, and said C. E. Shriner failed to produce same.

And your orator avers that one or all of the defenses, A, B, C and D constitute a bar to any claim on the policy of insurance issued by your orator, which policy of insurance constituted the only basis of any claim of C. E. Shriner against your orator.

9. Your orator further avers that the respondent, M. S. Holly, claims that he had an interest in the insured merchandise, in that, he held a partnership interest in same; and complainant further avers that it is informed and believes, and upon such information and belief avers that the said M. S. Holly now claims an interest in said property and in the proceeds of the insurance on same.

IN CONSIDERATION OF THE PREMISES, your orator prays that this Honorable Court take jurisdiction of this cause, and that each of the parties named respondents be made parties to this bill of complaint and that each of them be required to plead, answer or demur to this bill of complaint (but not under oath, the answer under oath, the answer under oath being hereby expressly waived) within the time required by law. Your orator further prays that each of the said garnisheeing creditors to this cause be restrained and enjoined from further prosecuting said garnishment suits, and that the said C. E. Shriner be restrained and enjoined from prosecuting the suit brought by him and now pending in the Circuit Court of Baldwin County, Alabama; and that each of the respondents be required to propound their claim against the complainant in this cause. Complainant further prays that each of the respondents to this cause be restrained and enjoined from prosecuting said pending suit and from instituting any further suits against your complainant in reference to the subject-matter of this bill, as hereinabove set forth; and your complainant further prays that upon the final hearing of this cause said restraining order be made permanent, and that this court order, adjudge and decree that this complainant is not liable to the complainant or any of them under the policy of insurance issued by this complainant to the said C. E. Shriner; and if your

complainant is mistaken in the special relief herein prayed for, then your complainant prays for such other, further and more general relief as it in equity and good conscience may be entitled, and so will ever pray.

Coleman & Coleman, Spain & Stewa

Solicitors for Complainant.

STATE OF ALABAMA,

JEFFERSON COUNTY.

Before me, Marion Drummond, a Notary Public, in and for said county, in said State, this day personally appeared J. M. Lawrence, who, being by me first duly sworn, deposes and says that he is the agent for the above named complainant, with knowledge of the facts, and that the facts set out in the foregoing bill of complaint are true and correct, except where stated on information and belief, and such statements are believed to be correct.

J. M. Lawrence

Sworn to and subscribed before me
this 4th day of September, 1931.

Marion Drummond
Notary Public.

Omit

FIAT

TO THE REGISTER OF THE CIRCUIT COURT IN EQUITY AT BAY MINETTE, ALA:-

Upon the complainant entering into bond, with security, in the sum of _____ Dollars, payable to and approved by you, and conditioned according to law, let an injunction issue according to the prayer of the bill.

_____
Circuit Judge in Equity.

Page 135-36, 137

No. _____ D M Pickerson Register

2.

IN THE CIRCUIT COURT OF BALDWIN
COUNTY, ALABAMA.
IN EQUITY

997.

PROVIDENCE-WASHINGTON INSURANCE
COMPANY, a corporation,

Complainant,

vs.

C. E. SHRINER, et als,

Respondents,

.....

BILL OF COMPLAINT

Filed Sept 5, 1931
D M Pickerson
Register

COLEMAN, COLEMAN, SPAIN & STEWART
706-718 BANKERS BOND BUILDING
BIRMINGHAM, ALA.

997

PROVIDENCE WASHINGTON INSURANCE COMPANY, A Corporation, Complainant, -vs- C. E. SHRINER, et al., Respondents.	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA. IN EQUITY. No. 997.

Now comes the Complainant in the above styled cause and by leave of Court first had and obtained amends its Bill of Complaint as follows:-

FIRST: By making as parties respondent thereto Hanaw Brothers, a partnership composed of A. D. Hanaw and A. J. Hanaw, as Assignees of Vincent B. McAleer, Trustee of the Tilton Grocery Company, Inc., a Corporation.

SECOND: By adding thereto the following averment:- The said A. D. Hanaw and A. J. Hanaw, partners composing the firm of Hanaw Brothers, are each over the age of twenty-one years and are of sound mind and reside in Mobile County, Alabama.

THIRD: By adding to the Bill the following averment:- That heretofore on, to-wit, the Fall Term of 1932, the said Hanaw Brothers, a partnership composed of A. D. Hanaw and A. J. Hanaw, as Assignees of Vincent B. McAleer, Trustee of the Tilton Grocery Company, Inc., a Corporation, recovered a Judgment in the Circuit Court of Monroe County, Alabama, against the Respondent C. E. Shriner for the sum of Six Hundred Seventeen & 36/100 Dollars $617.36); that heretofore on, to-wit, the 5th day of March, 1934, the said Hanaw Brothers have caused a Writ of Garnishment to be issued in said cause in the Circuit Court of Monroe County, Alabama, which said Writ of Garnishment has been served upon the Complainant in this cause. Your Complainant further avers that said Garnishment is still pending and undetermined.

FOURTH: By adding to the Prayer of the Bill the following:- Your Complainant further prays that the said Hanaw Brothers, a partnership composed of A. D. Hanaw and A. J. Hanaw, as Assignees of Vincent B. McAleer, Trustee of the Tilton Grocery

Company, Inc., a Corporation, be restrained and enjoined from further prosecuting said garnishment suit, and that said Respondents be required to propound their claim against the Complainant in this cause, and that said Respondents be restrained and enjoined from instituting any other suit against your Complainant with reference to the subject matter of this bill, and that upon a final hearing, said restraining order be made permanent, and that this Court order, adjudge and decree that this Complainant is not liable to said Respondents in any sum whatsoever.

FIFTH: That the Original Bill be amended by adding thereto the following Foot Note:-

NOTE:-

Respondents and each of them are required to answer the Bill of Complaint, and each paragraph thereof, separately and severally, but not under oath, answer under oath being hereby expressly waived.

Coleman Spain, Stewart V Davis
Solicitors for Complainant.

NOTE:-

The Respondents to the Original Bill, and to the Bill as Amended, are each required to answer this Bill of Complaint, and each paragraph thereof, separately and severally, but not under oath, answer under oath being hereby expressly waived.

Coleman Spain, Stewart V Davis.
Solicitors for Complainant.

STATE OF ALABAMA,

BALDWIN COUNTY.

Before me, Mary D. Green, a Notary Public in and for said County in said State, this day personally appeared John Chason, who being by me first duly sworn deposes and says:- That he is Attorney for Complainant with knowledge of the facts in the foregoing Amendment, and that the facts as set out in said foregoing amendment are true and correct.

John Chason

8

RECORDED 7-38-3

AMENDMENT TO COMPLAINT.

Service accepted this the 16th day of June, 1934
J. B. Blackburn
Atty. for A. D.
" A. J. Hanaw.

PROVIDENCE-WASHINGTON INSURANCE CO.,

Complainant,

-vs-

C. E. SHRINER ET AL,

Respondents.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

IN EQUITY.

Filed June 16, 1934

W. A. Stone

Register.

LAW OFFICES
HYBART, HEARD
& CHASON
BAY MINETTE, ALABAMA

PROVIDENCE-WASHINGTON INSURANCE COMPANY, a corporation, Complainant,	)	IN THE CIRCUIT COURT OF
vs	)	BALDWIN COUNTY, ALABAMA.
C. E. SHRINER, ET AL, Defendants.	)	IN EQUITY, NO. _____.

Comes the Defendant, M. S. Holly, and answering Complainant's complaint says:

That he knows nothing about the matters alleged in the said complaint except the allegation therein that he was a part owner of a stock of goods alleged to have been destroyed by fire, and he denies all of the allegations of the said complaint and demands strict proof of the same, save and except as the same is admitted in this answer.

And further answering the said complaint, the said Defendant says that he had no interest in the stock of goods alleged to have been destroyed as partner or otherwise; that he and the said C. E. Shriner did operate a produce business under the name of C. E. Shriner, at Summerdale, Alabama, but that said partnership was solely engaged in the business of buying and selling of produce; that at the time of the said fire and at no time prior thereto did he have, or had he ever had, any interest in the stock of goods destroyed; that the said suit of L. T. Rhodes against C. E. Shriner, a co-partnership composed of M. S. Holly and C. E. Shriner, was for crates and containers sold by the said L. T. Rhodes to the said C. E. Shriner, a co-partnership composed of the said C. E. Shriner and this Defendant, in and about their said produce business.

And having fully answered this Defendant prays that he may go hence with his reasonable costs.

Burke & Hall

ATTORNEYS FOR DEFENDANT, M. S. HOLLY.

Page 13 25 T W Richerson
4/3

ORIGINAL. Register.

PROVIDENCE-WASHINGTON INSURANCE COMPANY, a corporation,
Complainant,

vs.

C. E. SHRINER, ET AL.,
Defendants.

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

ANSWER OF DEFENDANT, M. S. HOLLY.

Filed Nov 30, 1931
T W Richerson
Register

BEEBE & HALL
LAWYERS
BAY MINETTE, ALA.