

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

KNOW ALL MEN BY THESE PRESENTS:

That we, HOME INSURANCE COMPANY, A CORPORATION, as principal, and AMERICAN SURETY COMPANY OF NEW YORK, A CORPORATION, as surety, are held and firmly bound unto C. E. SHRINER; L. T. RHODES; PATTERSON-McCOY HARDWARE AND SUPPLY COMPANY, A CORPORATION; LESLIE E. BUERGER, DOING BUSINESS AS CITY SALES COMPANY; SCOTT COUNTY MILLING COMPANY, A CORPORATION; BUTLER BROTHERS, A CO-PARTNERSHIP; and 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, their heirs, executors, administrators, successors and assigns, in the sum of ELEVEN THOUSAND DOLLARS (\$11,000.00), for the payment of which we jointly and severally bind ourselves, our successors and assigns, firmly by these presents. The right of exemption under the Constitution and Laws of Alabama is hereby waived.

Sealed with our seals and dated this the  
28th day of February, 1936.

THE CONDITION OF THE ABOVE BOND IS SUCH,  
That whereas the above bound, HOME INSURANCE COMPANY, A CORPORATION, has this day applied for and obtained an appeal returnable to the Supreme Court of Alabama to supersede and reverse judgments recovered by the said C. E. SHRINER; L. T. RHODES; PATTERSON-McCOY HARDWARE AND SUPPLY COMPANY, A CORPORATION; LESLIE E. BUERGER, DOING BUSINESS AS CITY SALES COMPANY; SCOTT COUNTY MILLING COMPANY, A CORPORATION; BUTLER BROTHERS, A CO-PARTNERSHIP; and 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, against the said HOME INSURANCE COMPANY, A CORPORATION, rendered in a decree dated

January 4, 1936, and filed with the Register in Chancery in said Court on January 11, 1936, for the sum of FIVE THOUSAND, TWO HUNDRED AND NINETY-SIX AND 66/100 DOLLARS (\$5,296.66), besides costs.

NOW, if the said Home Insurance Company, a corporation, shall prosecute to effect this said suit in the Supreme Court of Alabama and shall pay and satisfy such judgment as the Supreme Court shall render in this case, then this obligation shall be null and void; otherwise to remain in full force and effect.

HOME INSURANCE COMPANY,  
A CORPORATION,

BY *[Signature]* (L.S.)

*agt. and atty.*

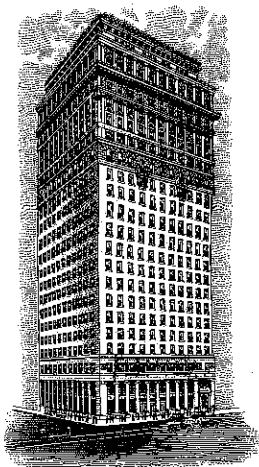
AMERICAN SURETY COMPANY OF NEW YORK,  
A CORPORATION,

BY *[Signature]* (L.S.)

Attorney-in-fact

TAKEN AND APPROVED  
the 14<sup>th</sup> day of  
March,  
1936.

*[Signature]*  
REGISTER IN CHANCERY



COMPANY'S HOME OFFICE BUILDING  
100 BROADWAY, NEW YORK.

# American Surety Company

## OF NEW YORK.

ORGANIZED 1884.

### LIMITED POWER OF ATTORNEY

### Know all Men by these Presents:

That the AMERICAN SURETY COMPANY OF NEW YORK, a corporation of the State of New York, of No. 100 Broadway, in the City of New York, in said State, has made, constituted and appointed, and by these presents does hereby make, constitute and appoint

— C. V. CORNELL, ROBERT JEMISON, JR., T. K. BYRNE, J. W. DURR, JR., E. JUDGE —

— and LESLIE W. PORTER, of BIRMINGHAM, JEFFERSON COUNTY, ALABAMA, —

each,  
its true, sufficient and lawful attorney, with full power and authority to make, execute, attach its corporate seal thereto, and deliver, for it, in its name and in its behalf, as surety at  
— Birmingham, — aforesaid, bonds, undertakings, or obligations as follows:

Any and all bonds not exceeding in  
amount Fifty Thousand Dollars (\$50,000), in  
any single instance, for or on behalf of this  
Company, in its business and in accordance with  
its charter, —

hereby giving its said attorney full power and authority to do everything whatsoever requisite and necessary to be done for the purpose of making, executing and delivering such obligations as fully as the officers of said AMERICAN SURETY COMPANY OF NEW YORK could do if personally present, and hereby ratifying and confirming all that its said attorney shall lawfully do or cause to be done by virtue hereof, but reserving to itself full power of substitution and revocation.

**In Witness Whereof,** the said AMERICAN SURETY COMPANY OF NEW YORK has caused its corporate seal to be hereunto affixed and these presents to be duly executed by its proper officers at the City of New York on this 26th day of September, 1934.

AMERICAN SURETY COMPANY OF NEW YORK,  
By

(Signed) F. J. Porter  
Vice-President.

ATTEST:

(Signed) H. B. Isen  
Assistant Secretary.

(OVER)

At a regular meeting of the Executive Committee of the AMERICAN SURETY COMPANY OF NEW YORK, held at the office of the Company at No. 100 Broadway, in the City of New York, on the seventh day of May, 1902, the following resolution was adopted:

“Resolved, That the President, or one of the Vice Presidents, and the Secretary, or one of the Assistant Secretaries, or one of the Attorneys, be and they hereby are authorized and empowered to make, execute and deliver, in behalf of the Company, unto such person or persons as they may from time to time select, its power of attorney constituting and appointing each such person its Attorney in Fact, with full power and authority to make, execute, attach its corporate seal thereto, and deliver, for it, in its name and in its behalf, as surety, such bonds, undertakings or obligations as may be required, the nature or class of the bonds, undertakings or obligations so authorized to be in each case specified in such power of attorney.”

STATE OF NEW YORK,

COUNTY OF NEW YORK,

} ss.:

I, H. E. ISING, Assistant Secretary of the AMERICAN SURETY COMPANY OF NEW YORK, hereby certify that I have compared the foregoing resolution with the original thereof, as recorded in the Minute Book of said Company, and that the same is a correct and true transcript therefrom, and of the whole of said original resolution.

Given under my hand and the seal of the Company at the City of New York, this 26th day of September, 1934.

(Signed) H. E. Ising

Assistant Secretary.



STATE OF NEW YORK :  
SS  
COUNTY OF NEW YORK :

On this 7th day of November, 1935, before me personally appeared H. E. ISING, Assistant Secretary of the American Surety Company of New York, who, being duly sworn did depose and say: that the foregoing instrument is a full, true and correct copy of that certain power of attorney issued on the 26th day of September, 1934, authorizing C. V. CORNELL, ROBERT JEMISON, JR., T. K. BYRNE, J. W. DURR, JR., E. JUDGE and LESLIE W. PORTER, of BIRMINGHAM, ALABAMA, to execute certain bonds on behalf of the American Surety Company of New York; that said power of attorney has not been revoked and that the provisions of the charter of said Company under which the said power of attorney was issued, have not been changed.

Assistant Secretary

Subscribed and sworn to before me this 7th day of November, 1935.

F. H. IVERS  
NOTARY PUBLIC, BRONX COUNTY  
BRONX CO. CLERK'S No. 10, REG. No. 3-I-87  
NEW YORK CO. CLERK'S No. 21, REG. No. 7-I-9  
MY COMMISSION EXPIRES MARCH 30, 1937

HOME INSURANCE COMPANY,  
a corporation,  
Complainant,

vs

C. E. SHRINER, ET AL,  
Defendants.

IN THE CIRCUIT COURT OF  
  
BALDWIN COUNTY, ALABAMA.

IN EQUITY, NO. \_\_\_\_\_ ✓

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

FIRST: That there is no equity in the said bill of complaint.

SECOND: That the said bill of complaint does not set up facts which show that it has a defense to the Defendant's cause of action.

Specifically demurring to the allegations of Sub-paragraph "A" of paragraph 11, Defendant says:

(a) That the complaint does not aver that the alleged misrepresentation as to the ownership of the property insured was false and made with intent to deceive and that it related to matters intrinsically material to the risk and that insurer relied thereon.

(b) That it is not averred that the alleged misrepresentation materially increased the risk of loss.

(c) It is not averred that the alleged warranty as to the ownership of the property insured was falsely made with intent to deceive, that it related to the matters intrinsically material to the risk, and that the insurer relied on them.

(d) It is not averred that the alleged warranty as to the ownership of the property insured materially increased the risk of loss.

Specifically demurring to the allegations of Sub-paragraph "B" of paragraph 11, Defendant says:

(a) That it is not averred that the alleged change in

the interest, title or possession of the property insured materially increased the risk of loss.

Specifically demurring to the allegations of Sub-paragraph "C" of paragraph 11, Defendant says:

(a) It is not averred that the alleged breach of the warranties and conditions that the insurance of the said policy should not exceed six thousand dollars materially increased the risk of loss.

(b) It is not averred that the alleged breach of the said warranty that the insurance on the property insured did not exceed six thousand dollars was intentionally made by the Defendant and that the same materially increased the risk of loss.

(c) It is not averred that the Defendant knew that the said policy carried the said provisions and that he increased the said insurance with intent to defraud the said insurance company.

(d) It is not averred that the Defendant knew that the total insurance carried by him on the said property was in excess of six thousand dollars.

(e) It is not averred that the policies of insurance on the said property in excess of six thousand dollars were issued with the knowledge and consent of this Defendant.

(f) It is not averred that the Defendant procured the issuance of the said policies in excess of the said six thousand dollars.

(g) It is not averred that this Defendant knowingly procured the issuance of policies in excess of the amount allowed.

Specifically demurring to the allegations of Sub-paragraph "D" of paragraph 11, Defendant says:

(a) It is not averred that the alleged breach of the stipulations in said policy to make and keep the inventory and books materially increased the risk of loss.

And without waiving the foregoing demurrers, but insisting upon the same, the Defendant, C. E. Shriner, answering Complainant's

complaint says:

FIRST: He admits the allegations of paragraphs one, two, three, four, five, six, seven, eight, nine and ten of said bill of complaint.

SECOND: He denies all of the allegations of paragraph eleven and demands strict proof of the same.

And further answering paragraph eleven, Defendant says, that the said policy was valid and outstanding at the time of the said fire, and that he had fully and completely made, kept and fully complied with any and all conditions, specifications, warranties and other stipulations of the said policy, insofar as the said conditions, specifications, warranties and other stipulations are valid and lawful, and that due and proper proof of the said fire and damage and loss incident thereto has been fully made; that a complete itemized inventory of the stock on hand was made within twelve months prior to the date of the said policy; that he also kept a set of books which clearly and plainly presented a complete record of the business transactions, including all purchases, sales and shipments, both for cash and credit, from the date of the inventory and during the continuance of the policy; that he kept said inventory and set of books securely locked in a fire proof safe at night and at all times when the building mentioned in the policy issued was not open for business, and that he did not keep them in a place exposed to fire; that the said complete itemized inventory of the stock of goods on hand, and said set of books, were kept by this Defendant in a fire proof safe in the said building and that the same was locked when he left his said place of business on closing the Saturday night previous to the fire; 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 and the contents rifled, and the said inventory and set of books were either stolen or destroyed by the person or persons who broke open the said

safe, or the same were left by the said person exposed to the fire and were destroyed when the said building and the contents burned.

THIRD: He denies all of the allegations of paragraph twelve and demands strict proof of the same.

And further answering paragraph twelve, Defendant says, that the property insured, at the time of the issuance of the said policy, and at the time of the said fire and at all times prior to and from the date of said policy to the date of the said fire, was the property of this Defendant, C. E. Shriner, the said M. S. Holly had no interest therein.

And having fully answered the allegations of the said bill of complaint this Defendant, C. E. Shriner, claims of the said Home Insurance Company the sum of One Thousand Dollars, the value of a stock of general merchandise when the said Home Insurance Company, on the 23rd., day of October, 1928, insured against loss or injury by fire or other perils in the policy of insurance mentioned, for the term of one year, which stock of goods was wholly destroyed by fire on the 4th., day of August, 1929, of which the Home Insurance Company has had notice.

And this Defendant, C. E. Shriner, further claims of the said Home Insurance Company the sum of Twenty-five Hundred Dollars, the value of a stock of general merchandise which the said Home Insurance Company, on the 5th., day of May, 1929, insured against loss or injury by fire or other perils in the policy of insurance mentioned, for the term of one year, which stock of goods was wholly destroyed by fire on the 4th., day of August, 1929, of which the said Home Insurance Company has had notice.

And said C. E. Shriner further alleges that the said Home Insurance Company has failed and refused to pay the same and that the said sums are still due and unpaid, together with interest thereon from the 4th., day of August, 1929.



And said C. E. Shriner prays that this answer may be taken as a cross bill and the said Home Insurance Company be made a party Defendant hereto, by appropriate process of this Honorable Court, and be required to plead, answer, or demur hereto within the time and under the penalties prescribed by law and the practice of this Honorable Court, and that upon a final hearing of this cause this Honorable Court will make and enter a decree adjudging and decreeing that the said Home Insurance Company is indebted to this Defendant in the sum of One Thousand Dollars, under and by virtue of that certain policy issued October 23rd., 1928, together with interest thereon from August 4, 1929, and also indebted to this Defendant in the sum of Twenty-five Hundred Dollars, under that certain policy issued May 5th., 1929, together with interest thereon from the 4th., day of August, 1929, and that such order and decree require the said Complainant, the Home Insurance Company, to pay the said sums, together with interest thereon, to this Defendant, and this Defendant and Cross-Complainant prays for such other, further and different relief as in equity he shall be entitled to receive, and he offers to do and perform whatsoever this Court may require of him.

*Bebe Hall*  
SOLICITORS FOR DEFENDANT, C. E.  
SHRINER.

FOOT NOTE:

The Complainant and Cross-Defendant, the Home Insurance Company, is required to answer every allegation of the foregoing bill in paragraphs first to third, inclusive, but not under oath. Oath being hereby expressly waived.

*Bebe Hall*  
SOLICITORS FOR DEFENDANT, C. E.  
SHRINER.

check  
6-315

SUPERSEDEAS BOND

HOME INSURANCE COMPANY,  
A CORPORATION,

PRINCIPAL

AMERICAN SURETY COMPANY  
OF NEW YORK,  
A CORPORATION,

SURETY

Filed this 14<sup>th</sup> day of March 1936  
*Robert D. Duck*  
Clerk of the Court

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

RECORDED

James J. Co

Shivers et al

Chambers

Filed & Aug 18<sup>th</sup> 1933

W. A. Stover

Registries

Filed Nov 30, 1931

W. A. Stover

Register

BEEBE & HALL  
LAWYERS  
BAY MINETTE, ALA.

No. 198

STOCK COMPANY

# The Home Insurance Company

NEW



YORK

ORGANIZED 1853.

Amount \$ 2500.00

Rate 4.564

Premium \$ 116.60

In Consideration of the Stipulations herein named and of

ONE HUNDRED SIXTEEN &amp; 60/100 (\$116.60)

Dollars Premium

Does Insure C. E. Shrinre

for the term of One year

from the 5th

day of

19 29

at noon

to the 5th

day of

May

19 30

at noon

against all direct loss or damage by fire, except as hereinafter provided, to an amount not exceeding

TWENTY FIVE HUNDRED (\$2500.00)

Dollars,

to the following described property while located and contained as described herein, and not elsewhere, to-wit:

Robertsdale, Ala. 6132-59

No. 198

Robertsdale, Ala.

6132-59

LEAVE THIS SPACE BLANK

No. of Previous Policy

DAILY REPORT

THE HOME INS. CO., N. Y.

59 MAIDEN LANE, NEW YORK, N. Y.

MAP: Sheet No.

Block No.

Street No.

Other Insurance in This Company on or in Premises

Insurance in Other Cos.

Class No.

Bp.

Bu.

Fp.

Fu.

Su.

Sp.

SIR. NO.

COMMISSION

Amount \$ 2500.00

Rate 4.564

Premium \$ 116.60

Premium

Dollars.

Assured

C. E. Shrinre

From

day of

19 29

at noon,

to

day of

MAY 9 1933

19 30

at noon,

Against Loss or Damage by FIRE.

Amount Five Hundred (\$500.00)

Dollars.

EXACT COPY OF FORM ON POLICY

Form No. 111.  
(Revised 3-21.)

MERCANTILE STOCK.

(Three-fourths Value and Iron Safe Clauses.)

\$-2500.00 On Stock of Merchandise, consisting chiefly of General Merchandise



HOME 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. 998.

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 & Hae*

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

7. *Del*  
RECORDED 7-355

Home Ins. Co.

C. E. Shivers et al

Shivers and Son  
to Shivers Company

Filed May 18<sup>th</sup> 1933

M. G. Stone  
Register

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.

52

Now comes Home Insurance Company, A Corporation, and demurring to respondent L. T. Rhodes' 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-respondents.
3. That the contract relied on for recovery is not set out either in substance or in haec verba.
4. That sufficient facts are not alleged to show a right of action in the cross-complainant.
5. That the terms and conditions of the alleged policy of insurance are not set out.
6. That it is not averred that the respondent C. E. Shriner has performed all the terms and conditions of the alleged policy contract.
7. That it is not alleged that the respondent C. E. Shriner has performed all conditions of the alleged policy contract necessary to be performed precedent to recovery.
8. That it is not alleged that the respondent C. E. Shriner has substantially complied with all the terms and conditions of the alleged policy contract.
9. That it is not averred that said alleged policy contract was in force and effect at the time of the alleged fire.
10. That the value of respondent C. E. Shriner's stock of merchandise destroyed by fire is not alleged.
11. That the amount of damage done to the stock of merchandise insured is not shown.

12. That it is not shown in what manner the respondent C. E. Shriner has been damaged or that he has sustained damages.

Without waiving the foregoing demurrers, but insisting on the same Home Insurance Company, A Corporation, says in answer to the Cross-Complainant's Answer and Cross-Bill:

1. For answer to paragraph "Second" Cross-respondent is not advised as to the indebtedness of C. E. Shriner to the Cross-Complainant as alleged and demands strict proof thereof. Cross-Respondent admits that on, to-wit, the 20th day of November, 1929, the cross-complainant filed his suit in the Circuit Court of Baldwin County, Alabama, against C. E. Shriner and M. S. Holley for the recovery of a sum of money and that a garnishment was issued out of said suit and served on the cross-complainant and that said writ of garnishment was properly served on the cross-respondent and that it was brought properly before the Court by said writ of garnishment and the cross-respondent admits it denied liability to said C. E. Shriner and M. S. Holley and that the cross-respondent duly and properly filed its contest of said answer and that said cause is still pending in the Circuit Court of Baldwin County, Alabama.

2. In further answer to paragraph "Second" cross-respondent admits that it issued to respondent C. E. Shriner the policies of insurance described in its original bill of complaint as last amended but denies that it is indebted to said C. E. Shriner or M. S. Holley in any sum whatsoever or that it is indebted to the cross-complainant herein in any sum whatsoever but does not deny that the stock of merchandise insured by said policy of insurance was destroyed by fire on, to-wit, the 4th day of August, 1929.

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

Clemens L. Spain, Stewart E. Jones  
SOLICITORS FOR CROSS-RESPONDENT.



12  
Home Ins Co. Quak  
RECORDED 7-367

P. E. Shuman et al  
Commissars and Directors  
of Grand Bill of  
L. J. P. Roder.

1934  
June 16  
M. V. S. Smith

HOME INSURANCE COMPANY,  
a corporation,  
Complainant,

VS

C. E. SHRINER, ET AL,  
Defendants.

IN THE CIRCUIT COURT OF  
  
BALDWIN COUNTY, ALABAMA.

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

Comes the Defendant, L. T. Rhodes, in the above styled  
cause and answering Complainant's complaint says:

FIRST:

That he has no knowledge of the matters alleged in  
paragraphs one, two, three, five, six, seven, eight, nine, ten,  
eleven and twelve, except as in this answer otherwise admitted, and  
demands strict proof of the same.

SECOND:

Answering fourth paragraph of said bill of complaint  
Defendant says that C. E. Shriner and M. S. Holly during the year  
1929, were operating and doing a produce business at Summerdale,  
Alabama, under the firm name and style of C. E. Shriner, and during  
the said year became indebted to this Defendant in the sum of  
Eighteen Hundred Fifty-six and 88/100 Dollars, for goods, wares  
and merchandise sold by this Defendant to the said C. E. Shriner  
and M. S. Holly, co-partners as aforesaid, and that the said sum  
was due on the 15th., day of August, 1929, and the said sum is  
still due and unpaid, together with interest thereon; that on to-wit,  
the 20th., day of November, 1929, he filed his suit in the Circuit  
Court of Baldwin County, Alabama, against the said C. E. Shriner and  
M. S. Holly, and the said co-partnership, for the recovery of said  
monies and caused a garnishment to be issued in the said suit against  
the Complainant herein, having been informed and believing that the  
said Complainant was indebted under the policy alleged in the  
complaint to have been issued by the Complainant to the said C. E.

Shriner, one of the said co-partners, by virtue of the burning of a stock of goods insured by the said policy; that the said Complainant, in answer to the said garnishment, denied liability thereunder, and this Defendant duly and properly filed his contest of the said answer and the said cause is still pending in the Circuit Court of Baldwin County, Alabama.

And having fully answered the said complaint this Defendant, L. T. Rhodes, claims of the said co-partnership, C. E. Shriner, and the members thereof, the said C. E. Shriner, individually, and M. S. Holly, the sum of Eighteen Hundred Fifty-six and 88/100 Dollars for goods, wares and merchandise sold by this Defendant to the said named C. E. Shriner, a co-partnership aforesaid, on and prior to August 15th., 1929, and this Defendant further alleges that the said sum of money was due on the 15th., day of August, 1929, and that the said sum is still due and unpaid, and this Defendant further alleges that he is informed and believes that the Complainant is indebted to the said C. E. Shriner, one of the members of the said co-partnership, in the sum of Thirty-five Hundred Dollars, under those two certain policies issued by the Complainant to the said C. E. Shriner as alleged in paragraph three of the said bill of complaint, which said policies insured a stock of goods owned by the said C. E. Shriner against loss by fire, and that the said stock of goods was destroyed by fire on to-wit, the 4th., day of August, 1929, and that therein and thereby the said Complainant is indebted to the said C. E. Shriner in the sum of Thirty-five Hundred Dollars, together with interest thereon from the 4th., day of August, 1929.

WHEREFORE, this Defendant prays that this answer be taken as a cross bill and the said C. E. Shriner, a co-partnership composed of M. S. Holly and C. E. Shriner, and the said C. E. Shriner and M. S. Holly, individually, and the said Complainant, the Home Insurance Company, a corporation, be made parties Defendant hereto, and be

required to plead, answer or demur to the same within the time and under the penalties prescribed by law and the practice of this Honorable Court.

And this Defendant, and Cross Complainant further prays that upon a final hearing of this cause this Honorable Court will make and enter an order and decree adjudging and decreeing that the said C. E. Shriner, a co-partnership composed of C. E. Shriner and M. S. Holly, and the said M. S. Holly and C. E. Shriner, individually, are indebted to this Defendant and Cross Complainant in the sum of Eighteen Hundred Fifty-six and 88/100 Dollars, together with interest thereon from the 15th., day of August, 1929, and that the said Home Insurance Company is indebted to the said C. E. Shriner in the sum of Thirty-five Hundred Dollars, together with interest thereon from the 4th., day of August, 1929, and that this Defendant and Cross Complainant has a lien upon the said monies owing from the said Complainant and Cross Defendant to the said C. E. Shriner by virtue of its garnishment heretofore issued in that certain cause pending wherein this Defendant and Cross Complainant is Plaintiff and the said C. E. Shriner, a co-partnership composed of the said C. E. Shriner and M. S. Holly, and the said C. E. Shriner and M. S. Holly, individually are Defendants, and that the said Complainant in this cause be ordered and directed to pay whatsoever sum it shall owe to the said C. E. Shriner into this Court, and that the said sum when so paid into this Court shall be condemned and paid over to this Defendant, L. T. Rhodes, as a payment on, or in satisfaction of its claim against the said co-partnership, and this Defendant and Cross Complainant prays for such other, further and different relief as in equity he shall be entitled to receive.

*Beebe & Hall*  
ATTORNEYS FOR DEFENDANT, L. T.  
RHODES.

FOOT NOTE:

The Cross Defendants are required to answer all the

allegations of the foregoing bill of complaint, paragraphs first to second, inclusive, but not under oath. Oath is hereby expressly waived.

Deane Hall  
ATTORNEYS FOR DEFENDANT, L. T.  
RHODES.

*Recorded*  
ORIGINAL.

HOME 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,  
L. T. RHODES.

*Filed Nov 30, 1931  
J. M. Dickinson  
Register*

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BEEBIE & HALL  
LAWYERS  
BAY MINETTE, ALA.

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.

49

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 16, 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 covered by the policy of insurance issued by the complainant, 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.

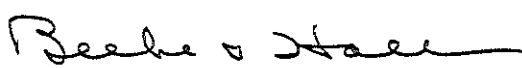
(i) That said books, records and inventories were destroyed by the fire which burned the said stock of goods and the store in which the stock of goods and safe were located.

(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.

  
Solicitors for Respondents.

11 RECORDED. 9-350

Home Ins Co  
vs  
D. E. Shriver et al

Remuneration and Award  
to Amended Complaint

Filed Feb 5, 1936

M. A. Shaw  
Clerk

THESE CHARTS WILL BE  
OF INTEREST TO THE  
GENERAL PUBLIC  
AND WILL BE  
AVAILABLE TO THE  
PUBLIC AT A COST OF \$1.00

RECEIVED BY THE  
LIBRARY OF CONGRESS

RECEIVED

1967

U.S. DEPARTMENT OF AGRICULTURE

How does the respondent's statement

compare with the statement of the respondent J. E. Shuman?

Shuman's statement is that he was not involved in the

allegation and that he was not involved in the

allegation and that he was not involved in the

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Shuman's statement is that he was not involved in the

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9. **Added Due**  
**Providence - Washington**  
Pro. Co.

vs.

**C. E. Alvin et al**

**Memorandum and Answer**

**to Case No. 13**

**of the Probate**

**Filed in office**

**June 16 - 1934**

**By M. V. Campbell**

9. Adolphus Duck  
Providence - Washington  
D.C.

vs.

C. E. Harris et al

Memorandum and Comments

to Case 13 re of

A. J. Phillips.

2500 133 2/1/4

June 16 - 1934

By M. V. Shupf.

12. That it is not shown in what manner the respondent C. E. Shriner has been damaged or that he has sustained damages.

Without waiving the foregoing demurrers, but insisting on the same Providence-Washington Insurance Company, A Corporation, says in answer to the Cross-Complainant's Answer and Cross-Bill:

1. For answer to paragraph "Second" Cross-Respondent is not advised as to the indebtedness of C. E. Shriner to the Cross-Complainant as alleged and demands strict proof thereof. Cross-Respondent admits that on, to-wit, the 20th day of November, 1929, the cross-complainant filed his suit in the Circuit Court of Baldwin County, Alabama, against C. E. Shriner and M. S. Holley for the recovery of a sum of money and that a garnishment was issued out of said suit and served on the cross-complainant and that said writ of garnishment was properly served on the cross-respondent and that it was brought properly before the Court by said writ of garnishment and the cross-respondent admits it denied liability to said C. E. Shriner and M. S. Holley and that the cross-respondent duly and properly filed its contest of said answer and that said cause is still pending in the Circuit Court of Baldwin County, Alabama.

2. In further answer to paragraph "Second" cross-respondent admits that it issued to respondent C. E. Shriner the policies of insurance described in its original bill of complaint as last amended but denies that it is indebted to said C. E. Shriner or M. S. Holley in any sum whatsoever or that it is indebted to the cross-complainant herein in any sum whatsoever but does not deny that the stock of merchandise insured by said policy of insurance was destroyed by fire on, to-wit, the 4th day of August, 1929.

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

Coleman, Spaul, Stewart & Davis  
SOLICITORS FOR CROSS-RESPONDENT.

HOME INSURANCE COMPANY,  
a corporation,

Complainant,

vs.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

IN EQUITY.

NO. 998.

C. E. SHRINER, M. S. HOLLY,  
L. T. RHODES, PATTERSON-  
MCCOY HARDWARE CO., a corp.,  
LESLIE E. BUERGER, DOING  
BUSINESS AS CITY SALES COM-  
PANY, SCOTT MILLING CO., a  
corporation, and BUTLER BROS.,  
a partnership,

Respondents.

And now come the respondents, C. E. Shriner, M. S. Holly and L. T. Rhodes, having heretofore answered the original complaint in this cause on November 30, 1931, and for answer to the said original complaint and to the amendment thereto filed by the complainant, they re-file their answer to the original complaint as an answer to the said complaint as amended, said 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 & Hall

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

Attest Aug 18<sup>th</sup> 1923  
W. C. Stone  
& Secretary

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HOME INSURANCE COMPANY,  
A CORPORATION,  
  
COMPLAINANT,

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

V.

NO. \_\_\_\_\_

C. E. SHRINER, M. S. HOLLY, L. T. RHODES, :  
PATTERSON-MCCOY HARDWARE CO., A CORP., :  
LESLIE E. BUERGER, DOING BUSINESS AS :  
CITY SALES COMPANY, SCOTT MILLING CO., :  
A CORPORATION and BUTLER BROS., A :  
PARTNERSHIP,

RESPONDENTS.

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

Now comes your Orator, the Home Insurance Company, A Corpora-  
tion, and amends its original bill of complaint heretofore filed in  
this cause by adding thereto the following paragraph to be designated  
as paragraph 11 (E).

11 (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 in-  
tent 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 com-  
plaint the last portion of paragraph 11, 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.

*Chas. Spain, Stewart & Davis*  
*Hart, Head & Hagan*  
SOLICITORS FOR COMPLAINANT.

RECEIVED  
JAN 10 1933

CASE # 998 6.

IN THE CIRCUIT COURT  
OF BALDWIN COUNTY, ALABAMA.

HOME INSURANCE COMPANY, A CORP.,  
COMPLAINANT,

VS:

C. E. SHRINER, M. S. HOLLY, L. T.  
WHODES, PATTERSON-MCCOY HARDWARE  
CO., A CORP., LESLIE E. BUERGER,  
DOING BUSINESS AS CITY SALES COM-  
PANY, SCOTT MILLING CO., A CORP.,  
AND BUTLER BROS., A PARTNERSHIP,

RESPONDENTS.

AMENDMENT TO ORIGINAL  
BILL OF COMPLAINT.

*Traded prior to Jan 1933  
D. D. Richardson  
Register*

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

*Copy given Hon  
H. H. Nason  
acc for bill*

INSURANCE COMPANIES,

Complainants,

-vs-

C. E. SHRINER, et al.

Respondents.

IN THE CIRCUIT COURT-EQUITY SIDE

STATE OF ALABAMA

BALDWIN COUNTY.

TESTIMONY OF M. H. WILKINS. DIRECT EXAMINATION BY MR. HALL.

Q: This is Mr. M. H. Wilkins?

A: Yes.

Q: What official position do you hold in this county, Mr. Wilkins?

A: Chief Deputy Sheriff.

Q: How long have you held such position in this county?

A: I have been Deputy Sheriff 7 years in June, but not Chief Deputy all the time.

Q: Do you remember Robert Brown?

A: Yes sir.

Q: Do you remember Elmer Resmondo?

A: Yes sir.

Q: Were you Deputy Sheriff of this County at the time they were in the jail?

A: Yes sir.

Q: Do you remember along about the time the Shriner Store at Summerdale was burned?

A: I don't remember just what year, but I remember it was during Irwin's administration.

Q: Well down in the jail did you have a conversation with Robert Brown relative to the Shriner store?

A: Yes sir, I had several of them.

Q: Before you had these conversations, or before he made the statement, did you or anyone else threaten him, or hold out any hope of reward or any inducement, or say or do anything to get him to talk?

A: No, I only talked with him when he would ask me.

Q: Well just tell us as nearly as you can the conversation you had with him and what he said?

A: Well, after he began to tell me about who burned the store then I began to talk with him.

Q: What did he say?

A: He said he and Reuben Resmondo and Henry Resmondo and Elmer Resmondo burned it.

(page two)

Q: What else did he say?

A: We talked on there and I asked him why did he burn it and he said they burned it to rob it together, what they got out of it.

Q: Did he at any time mention the safe?

A: Yes. He said that they couldn't get the safe out and they thought the safest thing to do was to burn it up to save the fingerprints.

Q: Did he at any time mention who was with him; that is, whether Reynolds and Shriner were with him?

A: No, he didn't mention either one of them at that time.

Q: Well at that time did he say whether either one of them were with him or had anything to do with it.

A: No, not at that time.

Q: Isn't it a fact that he at that time said they didn't have anything to do with it?

Mr. Meade: We object to leading the witness.

A: He said they didn't, that it was the four mentioned above.

Q: Well later on did you have a conversation with him?

A: Yes. The next thing I heard from him he told me that Mr. Reynolds got him to burn it.

Q: When was that that he told you that?

A: Something like a week after that.

Q: Had anything happened that you know of in the meantime?that

A: They had had a trial or some hearing or something.

Q: Isn't it a fact that this statement was made after the fire marshall had come and talked with him?

A: Seems like it was after that I talked to him there in the jail.

Q: Then summing it up, at first he told you that he and Henry and Elmer and Reuben Resmondo burned it and nobody else had anything to do with it, and later on after the fire marshall had come and talked to him in the jail he implicated Reynolds and Shriner.

A: He didn't implicate Shriner. I didn't hear anything about Shriner, Reynolds was the only man. He said Reynolds got him to burn it and I asked him how come Reynolds got him to burn it and he said he didn't know why Reynolds got him to burn it. That's what he said. Shriner's name wasn't mentioned for a week after that, then he brought in Shriner.

Q: Did you have a conversation with Elmer Resmondo?

A: Yes sir.

Q: Did he make any statement about the fire?

A: He denied it all till after he was put up in the cell with Bob Brown.

Q: After he was put up in the cell with Bob Brown what statement did he make?

(page two)

(page three)

A: He said Reynolds was owing some money on a car and Reynolds offered him \$25.00 to burn it.

CROSS EXAMINATION BY MR. MEADE.

Q: Mr. Wilkins, you say that store was burned down during the administration of Mr. Irwin?

A: As Sheriff, yes sir.

Q: Now when was it that Elmer Resmondo and Robert Brown first mentioned anything about this fire, was it during the administration of Mr. Irwin that you know of?

A: No sir I don't. Not when I talked to them.

Q: Were you a deputy sheriff all that time?

A: Yes sir. This was under Mr. Stuart.

Q: Ramsey Stuart?

A: Yes, his administration.

Q: Now did they talk to anybody else besides you, Robert Brown and Elmer Resmondo?

A: Yes sir, I think they did.

Q: Who did they talk to besides you?

A: Well, I couldn't say. I think they talked to the fire marshal. I wasn't present when they talked with him.

Q: You were not?

A: No sir.

Q: Were you present when they talked to Mr. Armstrong?

A: I don't think I was, no sir. Brown, as I remember it, the first conversation I had with him he called me down in the bathroom in the jail and told me this.

Q: Down in the bathroom?

A: Yes sir.

Q: How long was that after Robert Brown had been put in jail for the last time?

A: I couldn't say just exactly, but it was some time. We got him in Pensacola for chicken thief, that's why he was in at that time.

Q: How long had he been in there before he made any conversation?

A: Well now, I couldn't say. It was after we got Reuben Resmondo back.

Q: It was after you had got Reuben Resmondo in jail?

A: Yes sir.

Q: Was it after you had got Elmer in jail?

A: I don't mean Reuben, I mean Henry, not Reuben. Reuben we never did get and haven't got him yet. Straighten that out.

Q: Now about Elmer, was he present when Bobbie Brown was talking

(page four)

A: No sir. We got Elmer in Florida, but Bob Brown told about it.

Q: Then as I understand it what Bob Brown told you in jail caused you to arrest Elmer?

A: I couldn't say positively. It has been so long I'd be afraid to say it was or wasn't, but we got Elmer Resmondo after we got Bob Brown.

Q: And after Bob Brown had talked to you?

A: I couldn't say positively. Seems like to me we got Elmer on a safe robbery. I couldn't say positively.

Q: You mentioned a while ago that you got Elmer from Florida on account of what Bob Brown had said?

A: No sir. I told you Reuben, but I meant to say Henry. We never got Reuben Resmondo back in jail.

Q: But you got Henry Resmondo?

A: Yes sir.

Q: Now what did Robert Brown say about robbing this store and burning it?

A: He sent for me.

Q: Did you have a long talk with him?

A: No sir, I didn't talk with him a long time.

Q: What did he say?

A: He said that he and Henry Resmondo and Reuben and Elmer robbed the store.

Q: Why did they burn it, did they say?

A: Well the first conversation I had with him they said they was afraid of the fingerprints. They couldn't get the safe out of the store and they was afraid of the fingerprints.

Q: Do you remember that conversation very clearly?

A: Yes sir.

Q: And he told you that they were trying to get the safe out of the store?

A: Yes. After he told me about robbing I said well what did you set it afire for, and he said we didn't want to leave any fingerprints on the safe, we couldn't get it out.

Q: Do you remember that distinctly?

A: Yes sir.

Q: Did he tell you anything more about the safe other than he burned it because he couldn't get the safe out?

A: No sir.

Q: Said there were fingerprints on the safe and that's why they burned it?

A: Yes sir.

(page four)

(page five)

Q: And that sticks out in your memory pretty well?

A: Yes sir. I remember it. He told me in the bathroom at the jail.

Q: Now what did you do after he told you that?

A: Well I tell you, I let him go on back upstairs and I didn't pay any attention to him very much.

Q: You didn't?

A: No sir.

Q: You never brought any charges against him?

A: No sir. We had him charged for chicken thief.

Q: And you never brought additional charges?

A: No sir.

Q: Now he did a lot of talking after Elmer got in there?

A: Well he talked to me only one time.

Q: That's the only time he talked to you?

A: Yes sir, at that time. Later he talked to me again.

Q: How many times all told did he talk to you Mr. Wilkins?

A: I guess about three times.

Q: Do you remember what he told you the second time?

A: The second time he told me that Mr. Reynolds told him to burn it, got him to burn it.

Q: Now how did he do that, just got you up and told you?

A: He sent for me. I brought him down stairs and went in the bathroom with him. He says, Red, I want to tell you about that, I want to get myself cleared up, I want to tell it all. And he told me Mr. Reynolds gave him \$25.00 to do it.

Q: That was after Elmer was put upstairs with him.

A: Yes.

Q: And that's what he told you the second time?

A: Yes sir.

Q: And that was why he burned the store?

A: Well he said Mr. Reynolds gave him \$25.00. I didn't mean he gave him \$25.00, he said he promised him \$25.00. He promised him \$25.00.

Q: Now the third time what did he tell you?

A: Well the third time I took him out myself, and I went up there, he didn't send for me that time.

Q: What did he say then?

A: That was when I heard that he talked to the fire marshal, and I called him down there and asked him was he telling the truth about it.

(page five)

(page six)

Q: What did he tell you?

A: Well he said the best he knew how.

Q: He told the truth the best he knew how?

A: Yes sir.

Q: When you talked to him the second time and he told you Mr. Reynolds had promised him \$25.00 to do it, that was before the fire marshal had talked to him wasn't it, and then after the fire marshall had talked to him you called him. What I mean to say is that when you talked to him the 2nd time he had not talked to the fire marshall, and when you talked to him the 3rd time he had talked to the fire marshal?

A: Well, I couldn't say positively whether he had talked to the fire marshall the second time or the first time, but I heard when he changed it again, and that is when I called him down and talked to him about it.

Q: Now you called him the third time when he had talked to the fire marshal?

A: Mr. Armstrong told me what he had said.

Q: Then you called him?

A: I called him and asked him if he told the truth about it. He said the best he knew how. He told me at that time, he brought Mr. Shriner in, he said he never did see Mr. Shriner, but said he understood that Mr. Shriner got Mr. Reynolds to get him to burn the place.

Q: Do you remember anything else he told you that last time?

A: I asked him what was he telling it different each time for, and he kind of laughed and grinned and said that he didn't know. That's the way he answered.

Q: Elmer, you say, denied it all the time didn't you?

A: Yes sir. Down in the lower cell everytime I talked to him he denied it all, and one time Mr. Stuart got them together there in the front room and they like to have had a fight about it, Elmer and Robert.

Q: In other words, Robert was telling and Elmer didn't want it told?

A: That was before Mr. Reynolds was ever mentioned.

Q: In other words what did they fight about? Was Elmer mad because Robert was telling it?

A: Elmer said Bob was lying.

Q: <sup>Bob</sup> ~~Elmer~~ said <sup>Elmer</sup> ~~Bob~~ was mixed up in it and Elmer told you all that Bob was lying about it?

A: Yes sir. They had right smart little words in the office.

Q: Now later did you ever hear Elmer say that what Bob said was the truth?

A: After we put them upstairs Elmer, I think, I don't remember, I couldn't say positively Elmer ever told me, but I remember after they put them upstairs it seems that Elmer had changed his.

(page six)



(page seven)

Q: You never did talk to Elmer about it did you?

A: Oh yes, down in the lower cell.

Q: He never did admit to you that he did it?

A: No sir. Not when he was down stairs.

Q: What I mean is to you. He never admitted to you, you never heard Elmer say he did it, did you?

A: I did, I heard him the day he was tried admit it.

Q: Oh, I see. You heard him confess to it before Judge Hare, didn't you?

A: Yes sir.

Q: But prior to that time you didn't hear him admit it over in jail there?

A: It seems like I did hear him admit it to Mr. Stuart one night.

Q: But you don't have any good recollection about it?

A: No sir. He admitted it to Mr. Stuart downstairs one night I think.

Q: And you don't know what Elmer admitted to the fire marshall or to Mr. Armstrong or to Mr. Stuart, do you? You don't know what Elmer admitted to them, do you?

A: No sir, I wasn't in there when they had their conversations.

At the conclusion of the testimony of the witness, Wilkins, the following documents were offered as exhibits by the Complainants:-

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.

C E R T I F I C A T E .

I hereby certify that the foregoing is a true and cor-

rect transcript of the testimony taken by me in the cause herein

styled at a hearing in Bay Minette, Alabama, on the \_\_\_\_\_ day

of January, 1934, at which time the testimony was taken before me

as commissioner.

IN WITNESS WHEREOF, I have hereunto set my hand this

the \_\_\_\_\_ day of January, 1934.

*Mary J. Brown*  
\_\_\_\_\_  
As Commissioner.

) ( IN THE CIRCUIT COURT OF

)( BALDWIN COUNTY, ALABAMA

)( NO. \_\_\_\_\_

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RECORDED

No.

IN THE CIRCUIT COURT OF BALDWIN  
COUNTY, ALABAMA.

C. E. SHRINER,

Plaintiff,

VS.

PROVIDENCE WASHINGTON INSURANCE  
COMPANY, a corporation,

Defendant.

DEMURRERS OF DEFENDANT

*Filed Apr 4/93*  
*G. M. P.*

*West*

COLEMAN, COLEMAN, SPAIN & STEWART,  
Attorneys for Defendant.

C. E. SHRINER,

Plaintiff,

vs.

PROVIDENCE WASHINGTON INSURANCE  
COMPANY, A CORPORATION,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

NO. \_\_\_\_\_

The defendant in the above styled cause, desiring the testimony of the plaintiff in said cause, files with the Clerk the following interrogatories in accordance with the provisions of Section 7744 et seq. Code of Alabama, 1923, with an affidavit thereto that the answers will be material testimony in said cause.

TO THE PLAINTIFF:

1. (a) When did the alleged fire occur? (b) Give the exact day and hour of the day. (c) Had you ever had any previous fires from which you recovered insurance and if so give the dates and state what insurance collected.
2. (a) When did you discover the fire? (b) Relate fully and in detail the circumstances. (c) State who gave you the first information about the fire and what this information was.
3. (a) How did the fire originate? (b) In what part of the property insured did the fire originate? (c) If the fire started in more than one place state all the places where it started.
4. (a) What insured property was damaged? (b) What insured property was destroyed by fire? (c) List each item or part of property damaged or injured. (d) State in detail and specifically the damage or injury to each part separately. (e) List each item or part of property destroyed. (f) State the value of each destroyed article.
5. (a) From whom did you acquire the property lost or damaged by fire? (b) When did you acquire it? (c) What was the purchase price paid for same, specify for each item or part separately if property was not purchased in bulk.
6. (a) When was the property covered by the policy of insurance made the basis of this suit, acquired by you? (b) If by oral contract state the substance of said contract.
7. If the contract, deed or agreement by which you acquired such insured property was in writing attach the original or a copy of said contract, deed or agreement to your answers and mark same so as to be identified.
8. (a) If the contract, deed or agreement by which you acquired the property destroyed or damaged by fire was recorded, give the book and page of the record and the county in which same is recorded. (b) Give the date of the instrument and to whom payable?
9. (a) In whose name was the property damaged or destroyed by fire assessed for taxes during the last year? (b) What was the assessed value placed on said property by the last assessment made?
10. (a) At the time of the fire were there any mortgages, liens, recorded judgments, or lease sale contracts or other incumbrances against said insured property or any part of same so lost or destroyed? (b) List each lien, mortgage judgment, lease sale contract or other incumbrance against said property or any part of same at the time of the fire. (c) Give the book and page of the record where such liens or incumbrances are recorded, if recorded. (d) State in whose favor such liens or incumbrances were created.

11. (a) Were any judgments against you recorded or mortgages or other liens created at any time between the date of the policy and the time of the fire, covering the property damaged or destroyed or any part of same? (b) If you state that there were, give the names of the parties in whose favor same were created; (c) and give the book and page of the record where recorded. (d) Is any suit pending in any court which effects the title to the insured property or any part of it and if so state the title of the suit and the court where pending.

12. (a) Did you at any time after the policy was written and prior to the fire sell or contract to sell in bulk any of the property covered by the policy or any interest therein? (b) Specify in detail the terms of the contract and if in writing attach the original or a copy of same to your answers and mark same so as to be identified, if any such contract was had.

13. (a) Was the sole legal title to the property lost or destroyed vested in you at the time the insurance was written? (b) Was the sole legal title to the property damaged or destroyed vested in you at the time of the fire? (c) If in answer to this interrogatory you state that the sole legal title to the property damaged or destroyed was not vested in you at the time the policy was written or at the time of the fire, list each outstanding interest and state by whom owned, when acquired, and the extent of the interest, specify separately for each separate interest. (d) Had anyone other than you any interest in the property damaged or destroyed at any time during the term of the policy and if so, give the name of the person or persons owning outstanding interests. (e) If you acquired the property by inheritance or will state from whom you so acquired it and when.

14. (a) List all the policies of insurance covering the property damaged or destroyed that were in force at the time of the fire or any time previous thereto during the term of the policy made the basis of this suit; and (b) specify the dates of such policies, the companies or associations by whom written and the term for which such insurance runs, giving this information for each policy separately. (c) Did any person other than you have insurance on the property or any of it and if so who was that person?

15. (a) If you answer in interrogatories heretofore propounded that there were mortgages or other incumbrances against the property insured, were any foreclosure proceedings against such property begun during the term of the policy and prior to the fire? (b) Give the name of the owner of the paper foreclosed and the date of the foreclosure or notice of foreclosure. (c) State the character of the notice given.

16. Was illuminating gas or vapor generated in the building insured or in which the property insured was kept, or in the building adjacent thereto, for use in the building insured or in which the property insured was stored?

17. Did you keep on the premises insured or in the premises in which the property insured was kept benzine, benzol, dynamite, ether, fire-works, gasoline, Greek Fire, gun powder exceeding 25 pounds in quantity, naphtha, nitroglycerine, or other explosives, phosphorous, or petroleum, or any of the above? If so, set out specifically what was kept.

18. (a) State in detail all the means you took to preserve the property covered by the policy at the time of and after the fire. (b) Was any of the insured property removed from the premises after the fire and if so what? (c) State where it was stored if removed and who now has possession of it.

19. (a) Has the policy made the basis of this suit ever been canceled by the insurance company? (b) Has the company or any of its agents at any time given you notice of cancellation? (c) If cancella-

tion notice was given to you give date of the notice and state how received.

20. (a) To whom is the policy of insurance made payable? (b) Specify particularly the interest such person or persons have in such property if they are other than the plaintiff herein. (c) Attach copy of loss payable clause to your answers if there is such a clause.

21. (a) When did you first give notice to the company in writing of the loss made the basis of this suit? (b) To whom was the notice given? (c) Attach the original or a copy of such notice to your answer and mark same so as to be identified. (d) If you have not in your possession a copy of such notice, state in detail the substance of same and by whom signed.

22. (a) When did you make proof of loss; specify date particularly? (b) To what office or agent of the company was proof of loss sent or presented? (c) State how it was sent or presented.

23. (a) Did you pay the premium on the policy made the basis of this suit at the time the policy was written? (b) If you did not pay premium when policy was written when did you pay such premium? (c) To whom did you pay it? (d) Attach to your answers hereto originals or copies of all receipts received by you for such premium or any part thereof. (e) If premium was paid by some one other than you state by whom and when.

24. Give the name of the person or persons with whom all negotiations in regard to the writing said policy were carried on and specify in detail all the statements made by each of said parties during said negotiations at the time of or prior to the delivery of said policy with reference to said policy and the conditions of same.

25. (a) If you rely upon any waiver of any condition or warranty of the policy which was breached by you state specifically what warranty or condition was waived. (b) When was it waived specifying for each waiver separately? (c) Give the name of the officer or agent of the company waiving the same. (d) If the waiver was in writing attach the original or a copy of same to your answers and mark same so as to be identified. (e) If the waiver was oral give in detail all that was said or done by the agent or officer of the insurance company making such waiver. (f) State where and when such waiver was made. (g) Give the names and addresses of all persons present when the waiver was made. (h) Specify in answer to this interrogatory particularly and separately for each waiver relied on or to be relied on by you. (i) Did you have any agreement with any agent of the defendant that any provision of the policy need not be complied with and if so state what said agreement was and when made.

26. (a) Has the defendant company or any agent of the company written you any letter upon which you rely as a waiver of any breach of any warranty or condition of the policy? (b) If you state that said company or any of its agents have written you any letters or other communications upon which you base a claim of waiver attach the original or a copy of such letter to your answers and mark same so as to be identified. (c) In answer to this interrogatory attach all letters or other instruments in writing relied on by you as constituting a waiver of the breach of any condition or warranty of the policy and mark same so as to be identified.

27. If any letters have been received by you from the defendant company or any of its agents or any statements rendered to you by the company or any of its agents in regard to the payment of the premium on the policy made the basis of this suit, attach a copy of such letters or statements to your answers and mark same so as to be identified.

28. (a) If any letters have been received by you from the company or any of its agents in regard to the adjustment of the loss

under the policy attach copies of all such letters to your answers and mark same so as to be identified. (b) State in detail the substance of the conversation between you and the adjuster who came to see you after the fire if you claim an adjuster came. (c) Give the name of the adjuster if one came.

29. (a) Did any agent of the company or adjuster at any time after the fire make any statement to you or your agent in regard to the company's liability under the policy made the basis of this suit? (b) If so, give the name or names of such agents or adjusters. (c) State where and when the statements were made and give the names and addresses of all parties present when the statements were made.

30. (a) Had the premises covered by the policy made the basis of this suit or in which the property insured was kept been vacant or unoccupied at any time during the term of this policy and if so, state how long and when they were vacant or unoccupied, specifying the dates of such vacancies or unoccupancy specifically. (b) State the names of all persons occupying the premises during the term of the policy.

31. (a) Specify particularly and in detail how the premises covered by the policy were occupied at all times prior to the fire during the term of the policy. (b) If occupied by the owner so specify and give a detailed statement of the use of the premises during the term of the policy. (c) If occupied by a tenant specify and set out in detail the names of all tenants, giving the kinds and character of business carried on if it was occupied for purposes other than a dwelling. Specify for each tenant separately.

32. (a) After the fire did you separate the damaged and undamaged property and make a complete inventory of same, stating the quantity and cost of each article and the amount claimed for same. (b) If you did, attach the original or a copy of such inventory to your answers and specify the dates on which such inventories were made. (c) Give the names and addresses of all parties assisting in the making of such inventories.



33. (a) When before the issuance of the policy made the basis of this suit did you last make an itemized inventory of stock on hand? (b) Did said inventory include all the stock insured? (c) Where is said inventory at this time? (d) Attach a copy of same to your answers and mark same so as to be identified.

34. (a) When first after the issuance of the policy made the basis of this suit did you make a complete itemized inventory of stock on hand? (b) Did said inventory include all the stock insured? (c) Where is said inventory at this time? (d) Attach a copy of said inventory to your answers and mark same so as to be identified.

35. (a) When last before the alleged fire did you last take a complete itemized inventory of the stock on hand? (b) Did said inventory include all stock insured?

36. (a) Did you keep a set of books showing a complete record of the business transacted, including all purchases, sales and shipments for both cash and credit from the date of the last inventory to the time of the fire? (b) State the amount received by you from credit sales from date of the last inventory to the date of the fire.

37. (a) State in detail the system of bookkeeping used by you. (b) State how many books were kept by you in making the record of your business during the time this policy was in force and describe each. (c) State in a general way what was kept in each separate book.

38. (a) From your system of bookkeeping could you at the end of any day determine the amount of stock on hand? (b) If so, specify in detail how such facts could be ascertained. (c) If not, state in detail why such facts could not be ascertained. (d) Who made the entries in your books showing the record of your business?

39. (a) Where did you keep set of books and inventory at all times during the term of the policy when your store was not open for business? (b) If such books and inventory were not kept in an iron safe when the store was not open for business state particularly and in detail how and where same were kept. (c) What kind of safe did you have? (d) Were any of your books left out of the safe on the night of the fire and if so what?

40. (a) Did you keep a set of books which showed all purchases from the date of the last inventory to the date of the fire? (b) If so, state in detail how such books were kept. (c) If not, state particularly what part of the term of the policy was not covered by your set of books.

41. Give the names and present addresses of all parties taking or assisting in the taking of all inventories mentioned by you in answer to any previous interrogatory herein.

42. Give the names and present post office addresses and street addresses of all parties keeping or assisting in the keeping of your set of books during the term of the policy and prior to the fire.

43. (a) Were each day's sales for cash and credit or either entered in a book at the end of such day? (b) If not, when were they entered? (c) Did you supply your family out of the store and if so what record was kept of that?

44. (a) Were your books up to date at the time of the fire, i. e., were all previous transactions entered at that time? (b) If not, state the number of days for which entries had not been made and specify particularly the dates for which such entries were not made on your books.

45. (a) Did the damage or destruction by fire take place at a time when you were open for business? (b) Who last before the fire locked the safe?

47. (a) Did you have a fireproof safe in your store which could be securely locked? (b) Describe it in detail. (c) Where were your books and inventories at the time of the fire? (d) Were your books and inventories destroyed at the time of the fire? (e) If not destroyed state where and in whose possession each of your books and inventories are now. (f) If your books and inventories were destroyed state in detail the circumstances of such destruction.

48. State whether or not any other person had any interest in the insured property at the time of the fire other than yourself, and if so, state who had such interest and just what interest such other person had and when he acquired it.

49. Set out particularly and in detail just what interest you had in the insured property at the time of the fire.

50. State what interest S. A. Holley had in the insured property at the time of the fire, and state when he acquired such interest.

51. (a) State as to whether or not you and S. A. Holley were operating the business at the time of the fire as a partnership, and whether Mr. S. A. Holley was a silent partner in said business at said time. (b) If you state that this is correct, state what agreement or understanding you had with Mr. Holley with reference to the ownership and operation of said business, and when said agreement was made. (c) If said agreement was in writing, attach a copy to your answers and mark it so that it may be identified. (d) If said agreement was verbal, state what was said by you and what was said by Mr. Holley which you claim constitutes said agreement.

52. Where were your books at the time of the fire?

53. State as to whether or not you had an iron safe in your store at the time of the fire.

54. State as to whether your books were in an iron fireproof safe at the time of the fire.

55. (a) State as to whether or not your safe was locked at the time of the fire. (b) If it was not locked, state how you know it was not locked.

56. Who placed the books and records of your business in the safe last prior to the fire?

57. State specifically and in detail just what books were not burned by the fire, and what books and records were burned by the fire.

58. State specifically and in detail just what books and records of your business you have at the present time.

59. Explain specifically and in detail the system of bookkeeping used by you in the operation of said business.

Calvin. Calvin. John. Watson

Attorneys for Defendant

(7)

STATE OF ALABAMA, )

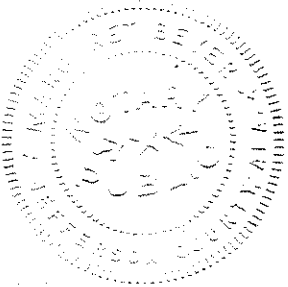
JEFFERSON COUNTY. )

Personally appeared before me Margaret Beyer,  
a notary public in and for said county in said state, F. W. Davies,  
who being by me duly sworn deposes and says  
that he is the agent and attorney for the defendant in this cause  
with authority to make this affidavit and with knowledge of the  
facts and that the answers to the interrogatories propounded herein  
will be material testimony for defendant in the cause.

F. W. Davies

Sworn to and subscribed before me )  
this the 7 day of April, ~~1930~~ )  
1931

Margaret Beyer  
Notary Public.



Executed April  
The 3<sup>rd</sup> 1931 by  
Serving copy of  
The Interrogatories  
on John Beebe atty  
as Portman of  
Beebe & Davis attys  
W. H. Pleasant  
Sheriff  
By app.  
J. T. Smith  
Deputy Sheriff.

Original

IN THE CIRCUIT COURT  
OF BALDWIN COUNTY,

ALABAMA,

NO. \_\_\_\_\_

C. E. SHRINER,

PLAINTIFF,

VS.

PROVIDENCE WASHINGTON INSURANCE  
COMPANY, A CORPORATION,

DEFENDANT.

Filed Apr 8/31  
J. W. Robinson  
Clerk

INTERROGATORIES TO PLAINTIFF

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

Deborah D. Howard

C. E. SHRINER,

Plaintiff,

vs.

PROVIDENCE-WASHINGTON  
INSURANCE COMPANY,  
a corporation,  
Defendant.

IN THE CIRCUIT COURT OF BALDWIN  
COUNTY, ALABAMA.

NO. \_\_\_\_\_

The plaintiff, answering interrogatories propounded to him by defendant in the above styled cause, says:

1. (a) The fire occurred August 4, 1929. (b) At between ten and eleven o'clock at night. (c) I had never had any previous fire covered by insurance.

2. (a) I discovered the fire sometime between ten and eleven o'clock. (b) I was with W. V. Phillips and C. L. Mathews, about two blocks away from the store, on our way home. I had been to the moving picture show and had gone from there to the drug store about ten o'clock, and was sitting there talking with the proprietor, Mr. W. V. Phillips, when Mr. Mathews came in and said that he had heard a noise over at the Methodist Church and asked us to go with him to see if someone was over there. The Methodist Church is about quarter of a mile from my store; the three of us walked over there, nearly to the church, and saw that no one was there, and on returning, about two blocks from my store, we saw the smoke and ran to it. On arriving there we discovered that it was my store burning from within. By the time we got there a large crowd had gathered and we attempted to extinguish the flames, but were unable. (c) The first information given me about the fire was when the three of us mentioned above saw it almost simultaneously.

3. (a) I do not know how the fire originated. (b) I cannot be certain in what part of the property insured the fire originated; some point within the store or warehouse, apparently toward the middle of it. (c) I cannot say whether the fire started in one place or more than one place.

4. (a) The stock of goods in the store and warehouse covered by the insurance. The only thing in the store that was saved was one show-case containing a small amount of candy and cigars and one pair of scales; (b) All of the property in the store, including the entire insured stock of goods, was destroyed except that mentioned above. (c) The property destroyed consisted of, Groceries between \$1800.00 and \$2,000.00 worth; Meats approximately \$75.00 worth; Dry Goods between \$2500.00 and \$2700.00 worth; Shoes \$1500.00 to \$1600.00; Drugs \$500.00 to \$600.00; Flour and Feed \$1100.00; Hardware \$1300.00; Hampers \$1200.00; Automobile tires \$200.00; Cigars \$100.00; Tobacco and cigarettes \$200.00; Candy \$50.00; Soft drinks \$50.00; Eggs \$240.00; Kerosene \$10.00; Paints and Paint material \$125.00. (d) The property mentioned above was completely destroyed by fire. (e) and (f) The several classes of items insured and destroyed are given in detail above and the value of each group is given.

5. (a) and (b) I acquired this mercantile business

from H. C. Green two years previous to the fire. (c) I paid him for the entire stock of goods then on hand \$9500.00; of course the stock of goods had changed and I had added to it from time to time and was carrying a heavier stock of goods at the time of the fire than at the time of my purchase. The goods of course were bought from various wholesale and jobbing houses.

6. (a) and (b) I have partially answered this question in my answers to (5). My purchase from Green was an oral contract to purchase.

7. I have stated the contract was oral.

8. (a) and (b) I have stated the contract was oral.

9. (a) The property destroyed by fire was assessed to me for taxes. (b) The property was assessed at \$3900.00.

10. (a) At the time of the fire there were no mortgages, liens, recorded judgments or lease sale contracts or other incumbrances against the insured property or any part of the same. (b) (c) and (d) I have answered that there were no liens, etc.

11. (a), (b), (c) and (d) There were no judgments recorded or mortgages or other liens created at any time between the date of the policy and the time of the fire covering the property damaged or destroyed, or any part of the same, and there is no suit now pending in any court which affects the title to the insured property or any part of it.

12. (a) and (b) I at no time after the policy was written and prior to the fire contracted to sell in bulk any of the property covered by the policy or any interest therein.

13. (a), (b), (c), (d) and (e) I was the sole owner of the property and the legal title to the same was in my name at the time of the fire. No one except me had any interest in the property destroyed at any time while the policy was in force.

14. (a) I had the following policies covering this property: Policy in the Home Insurance Company for the sum of \$1,000.00; a policy in the Aetna Insurance Company in the sum of \$2500.00; a policy in the Providence-Washington Insurance Company in the sum of \$2500.00, and policy in the Home Insurance Company in the sum of \$2500.00. (b) These policies were dated October 26, 1928, April 29, 1929, April 29, 1929, and May 5, 1929, respectively; their terms were one year each. (c) No other person had any insurance on the property.

15. (a), (b) and (c) I have answered that there were no mortgages or other incumbrances on the property.

16. Illuminating gas or vapor was not generated in the building insured or in which the property insured was kept, or in the building adjacent thereto, for use in the building insured, or in which the property insured was stored.

17. I did not keep any benzine, benzol, dynamite, ether, fire-works, gasoline, Greek Fire, gun powder exceeding 25 pounds in quantity, naphtha, nitroglycerine, or other explosives, phosphorous or petroleum in said building or about the same. I sold gasoline from an underground tank through a pump situated ten feet away in front of the building; none was stored in the building or in any of the warehouses where any of the property was kept. I had a small quantity of kerosene kept in the back part of the store and sold from metal containers through pumps.

18. (a), (b) and (c) Every effort was made to extinguish the fire after it was discovered by myself and neighbors for some distance around, but we were without municipal fire equipment. No part of the property was removed from the premises other than as shown above, for when the fire was discovered the smoke and flames made it impossible to get into the building for the purpose of removing any of it.

19. (a), (b) and (c) The policy insured on has not been cancelled by the Insurance Company, and neither the company nor its agent at any time has given notice of cancellation.

20. (a), (b) and (c) The insurance policy is payable to me.

21. (a), (b) and (c) Notice of the fire was given to the company the next day through their agents, J. W. Luther, at Robertsedale, as to the Home Insurance Company and Providence-Washington Insurance Company, and Charles Ebert as to the Aetna Insurance Company. (d) I have not a copy of the notice given them.

22. (a), (b) and (c) Proof of the loss was made on the next day or within a day or so thereafter to the said agents above as to the said respective parties on the forms furnished by them and which proofs the companies now have or should have.

23. (a), (b) and (c) I paid the premium on the policies, including the policy in this suit, within a short while after they were written upon the demand of the agent. I do not know the exact date. (d) I have not the original receipts. (e) The premiums were paid by me.

24. I had carried the Home and Providence-Washington policies, totalling \$6,000.00, with their agents, Mr. J. W. Luther of Robertsedale, Ala., or R. G. Pearson, continuously since originally going into the business, and it had always been my policy to increase my stock of goods during the shipping season, that is, for the months of May to September, and at that time to take out additional insurance to cover the additional stock, and this year I took out this additional policy with the Aetna Insurance Company through their agent, Mr. Ebert at Foley. There were no negotiations other than verbal application for the policy, giving an estimate of the stock of goods carried and discussing the amount of the insurance.

25. I do not rely upon any waiver of any condition or warranty of the policy other than such as may appear attached to and form a part of the policy, which policy is in the possession of the insurance company in each case, sent to them along with the proof of the loss. In fact there have been no breaches of the policy on my part.

26. I have answered the question propounded in 26 in my answer to 25.

27. I have received no letters with reference to the matters in this question.

28. (a) I have no letters with reference to the adjustment of this cause. (b) and (c) I have had numerous conversations with the adjusters and agents of the companies with reference to the settlement of my loss, the substance of which is, that I was to make demand for the payment of my loss, and they would say that the matter had been submitted to the company and further than that I have been unable to get any answer from them or from the company. The names of the agents were Mr. Ebert and Mr. Luther mentioned above; the adjuster was a man in Mobile whose name I do not recall.



29. (a), (b) and (c) Mr. Luther for the Home Insurance Company and Providence-Washington Insurance Company and Mr. Ebert for the Aetna Insurance Company. Both assured me at the time and many times subsequent that their companies would promptly pay my claim.

30. (a) and (b) The premises in which the property was situated had not been vacant.

31. (a), (b) and (c) The property covered by this insurance was a stock of goods owned by me. The building was owned by Mr. W. I. Cleverdon. I rented from him on a monthly basis.

32. (a) and (b) The property covered by the policy was completely destroyed.

33. (a) The last inventory made previous to the fire was in January, 1929. (b) Said inventory included all the stock insured. (c) Said inventory was in my safe in the store at the time of the fire. (d) I cannot attach a copy, as the original was destroyed.

34. (a), (b), (c) and (d) I did not take an inventory of the stock between January and the time of the fire.

35. This question has been answered in my answers to questions 33 and 34.

36. (a) I kept a set of books showing a complete record of the business transacted, including all purchases, as well as shipments for both cash and credit, from the date of the last inventory to the time of the fire. (b) I cannot give the exact amount received by me from credit sales from the date of the last inventory to the date of the fire. My books were destroyed by the fire. I had increased my stock during the shipping season and the last inventory, namely, January 1929 showed \$9800.00 of stock. I had increased the stock and was carrying a heavier stock at the time of the fire, this being my policy as well as all other merchants in this section of the state, to increase their stock of goods during the produce shipping season which commences in May and continues through September.

37. (a), (b) and (c) Our books were kept showing daily purchases made by us, whether for cash or credit. They also showed all cash receipts, cash sales, cash on accounts, and sales on credit. This system enabled us to know at all times what the stock of goods was and what the business was doing; it also showed our liabilities of all kinds. We carried a loose leaf book for accounts, cash book and ledger.

38. (a) From my system of bookkeeping I could at the end of any day determine the amount of stock on hand. (b) (c) I could tell that by determining the amount of the inventory, plus the purchases and less the sales. (d) I made the entries in my books.

39. (a) and (b) I kept these books during the term of this policy at all times when the store was not open for business in an iron fire-proof safe in the store at the same place I kept my last inventory. (c) This safe was an iron, fire-proof safe about 36 inches high. (d) None of my books were left out of the safe on the night of the fire.

40. (a) I kept a set of books showing all purchases from the date of the last inventory to the date of the fire. (b) and (c) These books were the usual books kept for these purposes showing daily purchases and daily sales.



41. The persons taking the last inventory were Miss Bertha Davidson of Summerdale, John Leutner of Summerdale and Vernon Shriner of Summerdale, and myself.

42. I kept the books myself.

43. (a) and (b) Each day's sales for cash and credit were entered in a book at the end of each day. (c) I supplied my family out of the store, charging myself with such purchases, and paying the same at the end of each month out of a salary which I allowed myself. I allowed myself a salary of \$125.00 a month and charged this to the operation of the store. I did not owe the store anything more than the bills for my family for the current month, approximately \$15.00 to \$20.00.

44. (a) and (b) My books were up to ~~the~~ date at the time of the fire and all previous transactions were entered at that time, as I worked the same up Saturday afternoon and night.

45. (a) The fire occurred on Sunday night. We were of course not open for business. (b) I locked the safe Saturday night at the time we closed the store.

47. (a) I had a fire-proof safe in my store which could be securely locked. (b) It was about 36 inches tall, about 30 inches wide and about 24 inches deep. (c) My books and inventory at the time of fire were in the safe. (d) and (e) My books and inventories were destroyed at the time of the fire. (f) When the fire was over and we were able to get into the ashes we found that the safe had been broken open and was tilted forward with the door open, its contents charred, indicating that someone had broken open the store and gone into the safe sometime between the time we closed Saturday night and the time of the fire Sunday night.

48. No other person had any interest in the insured property at the time of the fire.

49. My interest was the entire ownership.

50. S. A. Holley had no interest in the insured property at the time of the fire, nor had any other person any interest at the time of the fire.

51. (a) S. A. Holley and I were not operating the business at the time of the fire as a partnership, nor was he a silent partner in the business. M. S. Holley and I were operating a produce business as partners in the name of Shriner & Holley. We were buying and selling produce. This had no connection with the store. At the time I originally bought I borrowed \$1500.00 from M. S. Holley for the purpose of paying the purchase money and was paying that back from time to time out of the earnings of the store. We have not had a settlement in the produce business for that year and I do not know just how the account stood, nor do I know just how much I owe him on the money borrowed to buy the store. (b) At the time I bought the business I borrowed \$1500.00 from him and \$1500.00 from my mother, with the agreement that I should pay this from time to time from whatever funds I could obtain, expecting of course to be able to make a profit in the operation of my business and that of course paying the debt. We had a short while before the fire discussed the partnership taking over the store and operating it in connection with the produce business for the next year. We had not closed any such deal, and at the time of the fire the property was owned entirely by me.

52. My books at the time of the fire, as I have pre-

viously stated, were in the safe unless they had been taken out when the safe was broken open.

53. I have stated that at the time of the fire I had an iron safe in my store.

54. My books were in the iron fire-proof safe at the time of the fire.

55. (a) and (b) My safe was locked on Saturday night when we closed, but presumably at the time of the fire it had been broken into by parties unknown to me.

56. I placed the books and records of my business in the safe Saturday night before leaving.

57. All of my books were burned. These books included the records mentioned above.

58. I have answered this question in my answer to the question above.

59. I have answered this question in my answer to the question above.

C. E. Shriver

STATE OF ALABAMA.

BALDWIN COUNTY.

Before me, the undersigned, a Notary Public in and for said County, in said State, this day personally appeared C. E. SHRIVER, who, being by me first duly sworn, deposes and says, that he has read, understands and knows the contents of the foregoing answers to the Interrogatories addressed to him in the said cause, and that the answers given herein are true.

C. E. Shriver

Sworn to and subscribed before me, this 15th day of August, 1931.

Ida M. Turnbull  
Notary Public, Baldwin County,  
Alabama.

ORIGINAL.

C. E. SHRINER,  
Plaintiff,

vs.

PROVIDENCE-WASHINGTON  
INSURANCE COMPANY,  
a corporation,  
Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALA.  
NO. \_\_\_\_\_

ANSWERS TO INTERROGATORIES.

---

BEEBE & HALL  
LAWYERS  
BAY NINETEEN, ALABAMA

C. E. SHRINER,  
Plaintiff,

vs.

PROVIDENCE-WASHINGTON  
INSURANCE COMPANY, a  
corporation,  
Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

NO. \_\_\_\_\_

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

You are hereby notified to produce at the trial of  
the above entitled cause the Proof of Loss of property insured  
by the Providence-Washington Insurance Company of Providence,  
Rhode Island, to C. E. Shriner, which policy was in the sum of  
Twenty-five Hundred Dollars (\$2500.00) and numbered 55954, dated  
April 29, 1929, and if you fail to do so, secondary evidence of  
its contents will be given.

*Deebe Hall*  
Attorneys for Plaintiff.

*8/29/31*  
*Deebe accepted*  
*Calvin. Calmes, Natl Throat*  
*acty for*  
*defendant.*

RECORDED  
9-3-14  
ORIGINAL.

C. W. SHRIVER,  
Plaintiff,

vs.

PROVIDENCE-WASHINGTON  
INSURANCE COMPANY, a  
corporation,  
Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

NOTICE TO PRODUCE.

*Filed Jan 30-1934  
H. H. C. Stone  
Hwy.*

BEERIE & HALL,  
LAWYERS  
BAY NINETEEN, ALABAMA

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. \_\_\_\_\_.

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

FIRST: That there is no equity in the said bill of  
complaint.

SECOND: That the said bill of complaint does not set  
up facts which show that it has a defense to the Defendant's cause  
of action.

Specifically demurring to the allegations of Sub-  
paragraph "A" of paragraph 8, Defendant says:

(a) That the complaint does not aver that the alleged  
misrepresentation as to the ownership of the property insured was  
false and made with intent to deceive and that it related to matters  
intrinsically material to the risk and that insurer relied thereon.

(b) That it is not averred that the alleged misrepre-  
sentation materially increased the risk of loss.

(c) It is not averred that the alleged warranty as to  
the ownership of the property insured was falsely made with intent  
deceive, that it related to the matters intrinsically material to  
the risk, and that the insurer relied on them.

(d) It is not averred that the alleged warranty as to  
the ownership of the property insured materially increased the risk  
of loss.

Specifically demurring to the allegations of Sub-  
paragraph "B" of paragraph 8, Defendant says:

(a) That it is not averred that the alleged change in the interest, title or possession of the property insured materially increased the risk of loss.

Specifically demurring to the allegations of Sub-paragraph "C" of paragraph 8, Defendant says:

(a) It is not averred that the alleged breach of the warranties and conditions that the insurance of the said policy should not exceed six thousand dollars materially increased the risk of loss.

(b) It is not averred that the alleged breach of the said warranty that the insurance on the property insured did not exceed six thousand dollars was intentionally made by the Defendant and that the same materially increased the risk of loss.

(c) It is not averred that the Defendant knew that the said policy carried the said provisions and that he increased the said insurance with intent to defraud the said insurance company.

(d) It is not averred that the Defendant knew that the total insurance carried by him on the said property was in excess of six thousand dollars.

(e) It is not averred that the policy of insurance on the said property in excess of six thousand dollars was issued with the knowledge and consent of this Defendant.

(f) It is not averred that the Defendant procured the issuance of the said policy in excess of the said six thousand dollars.

(g) It is not averred that this Defendant knowingly procured the issuance of policy in excess of the amount allowed.

Specifically demurring to the allegations of Sub-paragraph "D" of paragraph 8, Defendant says:

(a) It is not averred that the alleged breach of the stipulations in said policy to make and keep the inventory and books materially increased the risk of loss.

And without waiving the foregoing demurrers, but insist-

ing upon the same, the Defendant, C. E. Shriner, answering Complainant's complaint says:

FIRST: He admits the allegations of paragraphs one, two, three, four, five, six and seven of said bill of complaint.

SECOND: He denies all the allegations of paragraph eight and demands strict proof of the same.

And further answering paragraph eight, Defendant says, that the said policy was valid and outstanding at the time of the said fire, and that he had fully and completely made, kept and fully complied with any and all conditions, specifications, warranties and other stipulations of the said policy, insofar as the said conditions, specifications, warranties and other stipulations are valid and lawful, and that due and proper proof of the said fire and damage and loss incident thereto has been fully made; that a complete itemized inventory of the stock on hand was made within twelve months prior to the date of the said policy; that he also kept a set of books which clearly and plainly presented a complete record of the business transactions, including all purchases, sales and shipments, both for cash and credit, from the date of the inventory and during the continuance of the policy; that he kept said inventory and set of books securely locked in a fire proof safe at night and at all times when the building mentioned in the policy issued was not open for business, and that he did not keep them in a place exposed to fire; that the said complete itemized inventory of the stock of goods on hand, and said set of books, were kept by this Defendant in a fire proof safe in the said building and that the same was locked when he left his said place of business on closing the Saturday night previous to the fire; 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 and the contents rifled, and the said inventory and set of books were either stolen or destroyed by the person or persons who broke open the said



safe, or the same were left by the said person exposed to the fire and were destroyed when the said building and the contents burned.

THIRD: He denies all of the allegations of paragraph nine and demands strict proof of the same.

And further answering paragraph nine, Defendant says: that the property insured, at the time of the issuance of the said policy, and at the time of the said fire and at all times prior to and from the date of said policy to the date of the said fire, was the property of this Defendant, C. E. Shriner, the said M. S. Holly had no interest therein.

And having fully answered the allegations of the said bill of complaint this Defendant, C. E. Shriner, claims of the said Providence-Washington Insurance Company, a corporation, the sum of twenty-five hundred dollars, the value of a stock of general merchandise which the said Providence-Washington Insurance Company, on the 29th., day of April, 1929, insured against loss or injury by fire or other perils in the policy of insurance mentioned, for the term of one year, which stock of goods was wholly destroyed by fire on the 4th., day of August, 1929, of which the Providence-Washington Insurance Company has had notice.

And the said C. E. Shriner further alleges that the said Providence-Washington Insurance Company has failed and refused to pay the same, and that the said sum is still due and unpaid, together with interest thereon from the 4th., day of August, 1929.

And said C. E. Shriner prays that this answer may be taken as a cross bill and the said Providence-Washington Insurance Company be made a party defendant hereto by appropriate process of this Honorable Court, and be required to plead, answer or demur hereto within the time and under the penalties prescribed by law and the practice of this Honorable Court, and that upon a final hearing

of this cause this Honorable Court will make and enter a decree adjudging and decreeing that the said Providence-Washington Insurance Company is indebted to this Defendant in the sum of twenty-five hundred dollars, under and by virtue of that certain policy issued April 29, 1929, with interest thereon from the 4th., day of August, 1929, and that such order and decree require the said Providence-Washington Insurance Company to pay the said sum, together with interest thereon, to this Defendant, and this Defendant and Cross-Complainant prays for such other, further and different relief as in equity he shall be entitled to receive, and he offers to do and perform whatsoever this Court may require of him.

Beebe & Hall  
SOLICITORS FOR DEFENDANT, C. E.  
SHRINER.

FOOT NOTE:

The Complainant and Cross-Defendant, the Providence-Washington Insurance Company, is required to answer every allegation of the foregoing bill in paragraphs first to third, inclusive, but not under oath, oath being hereby expressly waived.

Beebe & Hall  
SOLICITORS FOR DEFENDANT, C. E.  
SHRINER.

497 Book  
RECORDED 7-31-15  
Goulden Ward Map

10

Shuman et al

Shuman  
Filed Aug 18<sup>th</sup> 1903  
Wm. A. Stone  
Register

Filed Nov 30, 1931  
J. M. Reisman  
Register

BEEBE & HALL  
LAWYERS  
BAY MINETTE, ALA.

Believe me, I am, Sir, very truly, Sir, your obedient servant.

Yours very truly, Sir, J. M. Smith

Enclosed are the bills for the month of January, 1880.

I have also enclosed the bill for the month of February, 1880.

I have also enclosed the bill for the month of March, 1880.

I have also enclosed the bill for the month of April, 1880.

I have also enclosed the bill for the month of May, 1880.

I have also enclosed the bill for the month of June, 1880.

I have also enclosed the bill for the month of July, 1880.

I have also enclosed the bill for the month of August, 1880.

I have also enclosed the bill for the month of September, 1880.

I have also enclosed the bill for the month of October, 1880.

I have also enclosed the bill for the month of November, 1880.

I have also enclosed the bill for the month of December, 1880.

I have also enclosed the bill for the month of January, 1881.

I have also enclosed the bill for the month of February, 1881.

I have also enclosed the bill for the month of March, 1881.

I have also enclosed the bill for the month of April, 1881.

I have also enclosed the bill for the month of May, 1881.

I have also enclosed the bill for the month of June, 1881.

I have also enclosed the bill for the month of July, 1881.

I have also enclosed the bill for the month of August, 1881.

I have also enclosed the bill for the month of September, 1881.

I have also enclosed the bill for the month of October, 1881.


of the said co-partners, by virtue of the burning of a stock of goods insured by the said policy; that the said Complainant, in answer to the said garnishment, denied liability thereunder, and this Defendant duly and properly filed his contest of the said answer and the said cause is still pending in the Circuit Court of Baldwin County, Alabama.

And having fully answered the said complaint this Defendant, L. T. Rhodes, claims of the said co-partnership, C. E. Shriner and the members thereof, the said C. E. Shriner, individually, and M. S. Holly, the sum of Eighteen Hundred Fifty-six and 88/100 Dollars, for goods, wares and merchandise sold by this Defendant to the said named C. E. Shriner, a co-partnership aforesaid, on and prior to August 15th., 1929, and this Defendant further alleges that the said sum of money was due on the 15th., day of August, 1929, and that the said sum of money was due on the 15th., day of August, 1929, and that the said sum is still due and unpaid, and this Defendant further alleges that he is informed and believes that the Complainant is indebted to the said C. E. Shriner, one of the members of the said co-partnership, in the sum of Twenty-five Hundred Dollars, under that certain policy issued by the Complainant to the said C. E. Shriner as alleged in paragraph three of the said bill of complaint, which said policy insured a stock of goods owned by the said C. E. Shriner against loss by fire, and that the said stock of goods was destroyed by fire on to-2it, the 4th., day of August, 1929, and that therein and thereby the said Complainant is indebted to the said C. E. Shriner in the sum of Twenty-five Hundred Dollars, together with interest thereon from the 4th., day of August, 1929.

WHEREFORE, this Defendant prays that this answer be taken as a cross bill and the said C. E. Shriner, a co-partnership composed of M. S. Holly and C. E. Shriner, and the said C. E. Shriner and M. S. Holly, individually, and the said Complainant, the Providence-Washington Insurance Company, a corporation, be made parties Defendant


hereto, and be required to plead, answer or demur to the same within the time and under the penalties prescribed by law and the practice of this Honorable Court.

And this Defendant, and Cross Complainant further prays that upon a final hearing of this cause this Honorable Court will make and enter an order and decree adjudging and decreeing that the said C. E. Shriner, a co-partnership composed of C. E. Shriner and M. S. Holly, and the said M. S. Holly and C. E. Shriner, individually, are indebted to this Defendant and Cross Complainant in the sum of Eighteen Hundred Fifty-six and 88/100 Dollars, together with interest thereon from the 15th., day of August, 1929, and that the said Providence-Washington Insurance Company is indebted to the said C. E. Shriner in the sum of Twenty-five Hundred Dollars, together with interest thereon from the 4th., day of August, 1929, and that this Defendant and Cross Complainant has a lien upon the said monies owing from the said Complainant and Cross Defendant to the said C. E. Shriner by virtue of its garnishment heretofore issued in that certain cause pending wherein this Defendant and Cross Complainant is Plaintiff and the said C. E. Shriner, a co-partnership composed of the said C. E. Shriner and M. S. Holly, and the said C. E. Shriner and M. S. Holly, individually, are Defendants, and that the said Complainant in this cause be ordered and directed to pay whatsoever sum it shall owe to the said C. E. Shriner into this Court, and that the said sum when so paid into this Court shall be condemned and paid over to this Defendant, L. T. Rhodes, as a payment on, or in satisfaction of its claim against the said co-partnership, and this Defendant and Cross Complainant prays for such other, further and different relief as in equity he shall be entitled to receive.

  
ATTORNEYS FOR DEFENDANT, L. T.  
RHODES.

FOOT NOTE:

The Cross Defendants are required to answer all the allegations of the foregoing bill of complaint, paragraphs first to second, inclusive, but not under oath. Oath is hereby expressly waived.

  
ATTORNEYS FOR DEFENDANT, L. T.  
RHODES.

Received Equity, 5.14.15  
Pages 137-138  
ORIGINAL. *W. J. ...*  
4/2.

PROVIDENCE-WASHINGTON IN-  
SURANCE COMPANY, a cor-  
poration,  
Complainant,

vs.

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

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

ANSWER OF DEFENDANT,  
L. T. RHODES.

*Filed Nov. 30, 1934*  
*G. M. Dickinson*  
*Register*

BEEBE & HALL,  
LAWYERS  
BAY MINETTE, ALA.



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.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

IN EQUITY.

No. \_\_\_\_\_

CROSS INTERROGATORIES PROPOUNDED TO J. L. FULGHUM,  
A WITNESS FOR THE COMPLAINANT.

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?

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

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?

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?

Beebe & Stace  
Solicitors for Respondents.

Filed March 11, 1933  
J. M. Richardson,  
Deputy

STATE OF ALABAMA  
BALDWIN COUNTY.

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

TO C. E. Shriner, M. S. Holly, L. T. Rhodes, Patterson-McCoy  
Hardware and Supply Company, a Corporation, Leslie E. Buerger,  
~~doing business as City Sales Company, Scott County Milling~~  
Company, a Corporation, Butler Brothers, a Co-partnership, and  
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, or to Beebe & Hall and  
J. B. Blackburn, Solicitors of Record:

WHEREAS, on the 14th day of March, 1936, Home  
Insurance Company, a Corporation, took an appeal from the decree  
finally rendered on the 11th day of January, 1936, by the Circuit  
Court of Baldwin County, Alabama, in the case of Home Insurance  
Company, a Corporation, against C. E. Shriner, et al.

NOW, THEREFORE, you are cited to appear as required  
by law before the Supreme Court of Alabama, to defend on said  
appeal, if you think proper so to do.

Witness my hand, this the 17 day of April, 1936.

Robert S. Duck  
Register of the Circuit Court  
of Baldwin County, Alabama.

STATE OF ALABAMA )  
BALDWIN COUNTY. )

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

TO C. E. Shriner, M. S. Holly, L. T. Rhodes, Patterson-McCoy Hardware and Supply Company, a Corporation, Leslie E. Buerger, ~~doing business as City Sales Company, Scott County Milling Company, a Corporation, Butler Brothers, a Co-partnership, and 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, or to Beebe & Hall and J. B. Blackburn, Solicitors of Record:~~

WHEREAS, on the 14th day of March, 1936, Home Insurance Company, a Corporation, took an appeal from the decree finally rendered on the 11th day of January, 1936, by the Circuit Court of Baldwin County, Alabama, in the case of Home Insurance Company, a Corporation, against C. E. Shriner, et al.

NOW, THEREFORE, you are cited to appear as required by law before the Supreme Court of Alabama, to defend on said appeal, if you think proper so to do.

Witness my hand, this the 14 day of April, 1936.

Robert S. Duck  
Register of the Circuit Court  
of Baldwin County, Alabama.

The State of Alabama, }  
Baldwin County

Circuit Court, January Term, 1933

The Grand Jury of said County charge that before the finding of this indictment and after the first day of January, 1928, Elmer Resmondo and Robert Brown willfully set fire to, or burned or caused to be burned, or aided or procured the burning of a store and stock of merchandise, the property of C. E. Shriner.

The Grand Jury of said County further charge that before the finding of this indictment, and after the 1st day of January, 1928 Elmer Resmondo and Robert Brown willfully set fire to, or burned or caused to be burned, or aided or procured the burning of a storehouse, the property of C. E. Shriner.

against the peace and dignity of the State of Alabama.

Hugh M. Caffey, Jr.  
Solicitor of the Twenty-first Judicial Circuit.

No. \_\_\_\_\_  
**THE STATE OF ALABAMA,**  
BALDWIN COUNTY.  
**CIRCUIT COURT**

January \_\_\_\_\_ Term, 193 3

**The State**  
VS.  
**Elmer Resmondo, and Robert**  
**Brown**

**INDICTMENT**

**Arson** PROSECUTOR.

WITNESSES:  
**W. R. Stuart**  
**M. H. Wilkins**  
**J. B. Wilson**  
**Chester E. Johnson**

GRAND JURY NO. 483  
A TRUE BILL.

**E. W. Waters**  
FOREMAN GRAND JURY.

Filed in open court and in the presence of the

Grand Jury on the 11 day of  
January 193 3

**T. W. Richerson** Clerk.

Presented in open Court to the presiding  
Judge by the Foreman of the Grand Jury, in  
the presence of \_\_\_\_\_ other Grand Jurors.

**T. W. Richerson** Clerk.

I, Robert S. Duck, Clerk of the Circuit Court of Baldwin  
County, Alabama, do hereby certify that the above is a true and  
correct copy of the Indictment returned by the Grand Jury on Jan.  
11, 1933, in the case of The State vs. Elmer Resmondo and Robert  
Brown, as appears in the records of the Circuit Court of Baldwin  
County.

Robert S. Duck  
Clerk of Circuit Court.

HOME INSURANCE COMPANY,  
A CORPORATION,

COMPLAINANT,

VS.

C. E. SHRINER, ET AL,

RESPONDENTS.

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IN THE CIRCUIT COURT  
OF BALDWIN COUNTY,  
ALABAMA,

IN EQUITY,

NO. \_\_\_\_\_.

48

AMENDMENT TO ORIGINAL BILL

NOW COMES the complainant, Home 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 11 (c), and in lieu thereof inserts the following  
averment:

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

"This entire policy, unless otherwise pro-  
vided 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 policies 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 con-  
current 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 both of said policies are null and void.

2.

Your complainant further amends paragraph 11 (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 policies of insurance for the inspection of your complainant.

Calvin M. Stewart & Davis  
SOLICITORS FOR COMPLAINANT

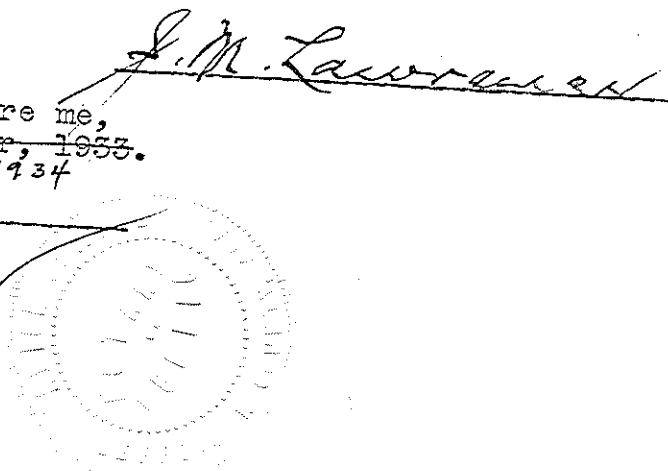
STATE OF ALABAMA, :

JEFFERSON COUNTY. :

Before me, Marion Ormond, 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.

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

Marion Ormond  
Notary Public



*Duch*  
10  
RECORDED 7-344

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

NO. 998

HOME INSURANCE COMPANY,  
A CORPORATION,

COMPLAINANT,

VS.

C. E. SHRINER, ET AL,

RESPONDENTS.

AMENDMENT TO ORIGINAL BILL

*Filed Jan. 18<sup>th</sup> 1934*  
*M. A. Stone*  
*Regalia*

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

SOLICITORS FOR COMPLAINANT

The State of Alabama,

CIRCUIT COURT

Baldwin COUNTY.

Free Term, 1938

No. 9093 vs.

C E Shrim et al  
Hendrix or Luman

## BILL OF COSTS

CLERK'S FEES		@	Amount	SHERIFF'S FEES		@	Amount
1	Issuing..... Summons and Complaint.....	\$1	25	1	Levying..... Attachment.....	\$3	00
2	Issuing..... copies thereof.....	30	60	2	Entering and returning..... Attachment.....	25	
3	Making every copy thereof, when over 200 words, per 100 words.....	15		3	Summoning..... garnishee and return.....	1	50
4	Entering..... Sheriff's return or copy thereof.....	20	20	4	Serving..... Summons and Return.....	1	50
5	Docketing cause, to be charged but once.....	25	25	5	Serving..... Subpoenas.....	65	
6	Entering Appearance.....	20	20	6	Impaneling jury.....	75	
7	Filing..... pleas, demurrer and other pleadings, for each.....	10	15	7	Making deed.....	2	50
8	Every trial, with or without jury, and its incidents, not including judgments by default or nil dict.....	75		8	Serving Summons, forcible entry, etc.....	1	50
9	Entering..... Continuance (each).....	10	20	9	Executing writ of restitution or possession.....	5	00
10	Entering..... judgment, (each).....	30		10	Collecting execution for cost.....	1	50
11	Entering any other order of Court (each).....	30	30	11	Serving..... Sci. Fa., notices, etc.....	1	50
12	Issuing..... Scire Facias, or notice in the nature thereof (each).....	75		12	Serving any summons not provided for and return.....	1	50
13	Issuing..... Execution or copy thereof (each).....	50		13	Serving..... attachment for contempt.....	1	50
14	Entering return, or copy thereof, for each 100 words, 15 cts; but in no case less than.....	20		14	Taking and approving..... bond.....	1	00
15	Recording award of arbitrators, referees, auditors, etc., for each 100 words.....	15		15	Seizing personal property in detinue.....	3	00
16	Issuing execution or attachment thereon, and entering return.....	1	00	16	Collecting money under execution, 5% first \$200.00; 4% to \$500.00; 3% all over \$500.00.....		
17	Taking bond for certiorari supersedeas, or appeal, or copy thereof and filing same.....	75		17	Selling property attached, same for selling under execution.....		
18	Issuing..... Subpoenas for Witness (each).....	30		18	Former Sheriff's fees.....		
19	Administering an oath, not relating to a trial pending and certifying the same.....	25			Total Sheriff's Fees.....	11	50
20	Issuing..... Attachment and taking bond (each).....	1	00	RECAPITULATION			
21	Filing..... papers in attachment (each).....	10		1	Clerk's Fees.....	53	96
22	Issuing..... Summons for garnishee (each).....	50	20	2	Clerk's Fees.....		
23	Swearing and taking examination for Garnishee and recording same, for each 100 words 15 cts; but not less than.....	50	30	3	Sheriff's Fees.....	11	50
24	Order to advertise, or order or survey, or copy thereof.....	50		4	Sheriff's Fees.....		
25	Certificate of Judgment.....	50		5	Witness Fees in Circuit Court.....		
26	Recording each surveyor and surveyor's report or copy thereof, each 100 words 15 cts; but not less than.....	25		6	Justice of the Peace Fees.....		
27	Issuing..... Commission to take depositions, or copy thereof.....	75		7	Witness Fees, in Justice of the Peace Court.....		
28	Making copy of interrogatories accompanying commission.....	50		8	Commissioner's Fees.....		
29	Or for each 100 words.....	15		9	Commissioner's Residence.....		
30	Filing..... packages of depositions (each).....	10		10	Constable's Fees.....		
31	Indorsing..... package of depositions, opened (each).....	10		11	Garnishee's Fees.....		
32	Issuing..... writ of ad quod damnum or writ in the nature thereof.....	75		12	Printer's Fees.....		
33	Recording the return and inquest thereon.....	50		13	Stenographer's Fees.....		
34	Or for each 100 words.....	15		14	Trial Tax.....	3	00
35	Issuing..... Writ of certiorari, prohibition, mandamus, or writ in the nature thereof.....	75			Total Fees.....	38	45
36	Filing the same and entering return.....	15	12	15	Judgment.....		
37	Making a complete record of a cause or copy thereof, for each 100 words.....	15		16	Date.....		
38	Making copy of any paper not herein provided for, for each 100 words.....	15		17	Interest.....		
39	Making each certificate requiring the seal of office, and affixing seal.....	50		18	Damages.....		
40	Taking any bond not otherwise provided for.....	75			Total Judgment.....		
41	Making..... necessary certificates not otherwise provided for (each witness).....	25			Interest and Damages.....		
42	For certifying abstract, in lieu of fees for transcript under section 2851 of the Code.....	5	00		Grand Total.....		
43	Record for Supreme Court, for each 100 words.....	15					
44	Each additional copy thereof, for each 100 words.....	05					
45	Collecting money on judgments wherein said judgment has not been paid within 30 days after rendition, one half the per cent allowed sheriffs for same services for collecting money on execution.....						
Total Clerk's Fees.....			123 75				
			539 65				

2375  
1150300  
3845

Respondents.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALA.

NO. \_\_\_\_\_

IN EQUITY

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

Comes your orator, the Home 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 New York, 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, L. T. Rhodes and Leslie E. Buerger 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 Patterson-McCoy Hardware & Supply Company and Scott Milling Company are each corporations, organized and existing under the laws of the State of Alabama and are engaged in doing business in Baldwin 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 complainant further avers that heretofore on, to wit, the 23rd day of October, 1928, this complainant did issue a policy of fire insurance in the sum of One Thousand (\$1,000.00) Dollars to the respondent, C. E. Shriner, covering a stock of merchandise situated in Baldwin County, Alabama, and on, to wit, the 5th day of May, 1929 did issue another policy of fire insurance to the said C. E. Shriner on said stock of merchandise in the sum of Twenty-five Hundred (\$2,500.00) Dollars. Complainant further avers that it is informed and believes, and upon such information and believes, 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 complainant 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 Home Insurance Company, your orator.

5. Your orator avers that heretofore Patterson-McCoy Hardware & Supply Company, one of the parties respondent to this bill of complaint, instituted suit in the Circuit Court of Baldwin County, Alabama, at law, case No. 9155, against C. E. Shriner for the recovery of \$125.42, and that out of said cause a writ of garnishment was issued by the Circuit Court of Baldwin County, Alabama, on, to wit, the 12th day of February, 1930, directed to the Home Insurance Company, your orator.

6. Your orator avers that heretofore Scott Milling Company, one of the parties respondent to this bill of complaint,

instituted suit in the Circuit Court of Baldwin County, Alabama, at law, case No. 9133, against C. E. Shriner for the recovery of \$114.05, and that out of said cause a writ of garnishment was issued by the Circuit Court of Baldwin County, Alabama, on to-wit, the 12th day of February, 1930.

7. Your orator further avers that heretofore Leslie E. Buerger, doing business as City Sales Company, one of the respondents to this bill of complaint, instituted suit in the Circuit Court of Baldwin County, Alabama, at law, case No. 9150, against the respondent, C. E. Shriner; and that out of said cause a garnishment was issued by the Circuit Court of Baldwin County, Alabama, and said writ of garnishment has heretofore been served upon the complainant in this cause; and that said garnishment suit is now pending and undetermined.

8. 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 court.

9. 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 two policies of insurance, said cause being No. 3576, and that said cause is now pending and undetermined in this Honorable Court.

10. Complainant further avers that it is being vexed and harassed with a multiplicity 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 policies of insurance.

11. 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 each of the policies 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 policies.

B. Your orator further states 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 proceed or judgment or by voluntary act of the assured or otherwise)."

And your orator avers that after the issuance of the policy to C. E. Shriner, the named assured, a change took place in the interest, title or 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 each of the policies issued by your orator to C. E. Shriner, it is

specifically made a warranty and condition of said policy that other insurance, including the policies 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 policies sued on, in excess of \$6000.00 existed and the policies provided the same should be void in the event of the violation of this warranty.

D. Your orator avers that the following covenant and warranty is made a part of the assured's policies 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 policy.

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 estroy the aforesaid building.

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, didnt 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 policies issued by your orator ~~was~~ was not open for business, nor did he keep them in some place not exposed to fire which would estroy 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 policies of insurance issued by your orator, which policies of insurance constituted the only basis of any claim of C. E. Shriner against your orator.

12. 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 the facts to be 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 complainant, but not 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 upon the policies 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 & Stewart  
Solicitors for Complainant.

STATE OF ALABAMA,

JEFFERSON COUNTY.

Before me, Marion Demond, 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 Demond  
Notary Public.

FIAT

out

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.

Recorded Equity 318 23  
Pages 125-129-130 1.  
No. 21121

IN THE CIRCUIT COURT OF BALDWIN COUNTY  
ALABAMA. IN EQUITY

HOME INSURANCE COMPANY,  
a corporation,  
Complainant,

vs.

G. E. SHRINER, et al,  
Respondents,

.....

BILL OF COMPLAINT

Filed Sept 5, 1931

DM Richardson  
Register

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

2.

AETNA INSURANCE COMPANY,  
a corporation,  
Complainant,

vs

C. E. SHRINER, ET AL,  
Defendants.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

IN EQUITY, NO. \_\_\_\_\_ 61

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.

*Richie Hall*  
SOLICITORS FOR DEFENDANT, C.  
E. SHRINER.

Recorded Final Record  
Equity Division #5 Page 120.  
J. W. Richardson,  
Register -  
Acting J. W. C.



Abner

Plummer

Filed Sept. 4, 1931  
G. W. K. K. K.

Register

10

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.

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, 1935.

5. Further specifically answering the allegations contained in the amendment to the original bill filed March 6, 1935, 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 covered by the policy of insurance issued by the complainant, and did not conspire with one Elmer Resmondo, one Robert Brown, and one Frank C. 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 C. Reynolds; in fact the said Frank C. 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.

*Beck & Stace*  
Solicitors for Respondents.



10

RECORDED  
9-358

Actna Ins Co

vs

C. E. Shivers et al

Declaratory and Injunction  
to Amend Complaint

Filed Feb 5, 1934

M. J. Stone  
Clerk

STATE OF ALABAMA, : :  
BALDWIN COUNTY. : :

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
IN EQUITY

KNOW ALL MEN BY THESE PRESENTS:

That we, AETNA INSURANCE COMPANY, A CORPORATION, as principal; and CENTURY INDEMNITY COMPANY, A CORPORATION, as surety, are held and firmly bound unto C. E. SHRINER; L. T. RHODES; PATTERSON-McCOY HARDWARE AND SUPPLY COMPANY, A CORPORATION; LESLIE E. BUERGER, DOING BUSINESS AS CITY SALES COMPANY; SCOTT COUNTY MILLING COMPANY, A CORPORATION; BUTLER BROTHERS, A CO-PARTNERSHIP; and 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, their heirs, executors, administrators, successors and assigns, in the sum of EIGHT THOUSAND DOLLARS (\$8,000.00), for the payment of which we jointly and severally bind ourselves, our successors and assigns, firmly by these presents. The right of exemption under the Constitution and Laws of Alabama is hereby waived.

Sealed with our seals and dated this the  
16th day of March, 1936.

THE CONDITION OF THE ABOVE BOND IS SUCH, That  
whereas the above bound, AETNA INSURANCE COMPANY, A CORPORATION, has this day applied for and obtained an appeal returnable to the Supreme Court of Alabama to supersede and reverse judgments recovered by the said C. E. SHRINER; L. T. RHODES; PATTERSON-McCOY HARDWARE AND SUPPLY COMPANY, A CORPORATION; LESLIE E. BUERGER, DOING BUSINESS AS CITY SALES COMPANY; SCOTT COUNTY MILLING COMPANY, A CORPORATION; BUTLER BROTHERS, A CO-PARTNERSHIP; and 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, against the said AETNA INSURANCE

#2.

COMPANY, A CORPORATION, rendered in a decree dated January 4, 1936, and filed with the Register in Chancery in said Court on January 11, 1936, for the sum of THREE THOUSAND SEVEN HUNDRED EIGHTY-THREE AND 33/100 DOLLARS (\$3,783.33), besides costs.

NOW, if the said AETNA INSURANCE COMPANY, A CORPORATION, shall prosecute to effect this said suit in the Supreme Court of Alabama and shall pay and satisfy such judgment as the Supreme Court shall render in this case, then this obligation shall be null and void; otherwise to remain in full force and effect.

AETNA INSURANCE COMPANY,  
A CORPORATION,

By Eugene B. Darby (L.S.)  
Attorney-in-fact

CENTURY INDEMNITY COMPANY,  
A CORPORATION,

BY J. C. MacFarland (L.S.)  
J. C. MacFarland, Attorney-in-fact

TAKEN AND APPROVED  
the 26<sup>th</sup> day of

March, 1936.

Ruby Luck  
REGISTER IN CHANCERY

# The Century Indemnity Company

OF HARTFORD, CONNECTICUT



## POWER OF ATTORNEY

**Know all Men by These Presents,** That THE CENTURY INDEMNITY COMPANY, a corporation created by and existing under the laws of the State of Connecticut, having its principal office in the City of Hartford, State of Connecticut, and authorized by its charter to transact a general fidelity and surety business, and qualified to act as Surety on bonds to the United States of America, and authorized to act as Surety in the State of Alabama in pursuance of the authority set forth in Section 7 of the By-Laws of said Company, which said Section has not been amended nor rescinded, and of which Section of said By-Laws the following is a true, full and complete copy:

The President or any of the Vice-Presidents may execute for and on behalf of the Company any and all bonds, including fidelity and surety bonds, recognizances, stipulations, undertakings, deeds, releases of mortgages, contracts, agreements and policies that the ordinary course of business may require, the same to be attested where necessary and the seal of the Company affixed thereto by the Secretary or any of the Assistant Secretaries of the Company; and the President or any of the Vice-Presidents shall have power by and with the concurrence of the Secretary or any of the Assistant Secretaries to appoint and authorize an attorney in fact or other person or persons to execute on behalf of the Company any and all of such instruments and to affix the seal of the Company thereto. The President or any of the Vice-Presidents shall have power with the concurrence of any of the Secretaries or Assistant Secretaries to appoint and authorize Resident Managers, Bond Superintendents and Field Managers to execute, seal and deliver on behalf of the Company unto such person or persons as they may select, its Power of Attorney constituting each such person Attorney in Fact of the Company, with full power and authority to execute, seal and deliver for and on behalf of the Company, in its name and in its behalf, as surety, one and one only specific bond or undertaking as described in each instance in each such Power of Attorney

does hereby nominate, constitute and appoint J. C. MacFarland  
of Hartford, Connecticut

its true and lawful attorney(s) in fact, with full power and authority hereby conferred to make, sign, execute, acknowledge and affix the Corporate Seal of the Company, as Surety, as its act and deed, subject to the limitations and conditions hereinafter set forth, bonds and undertakings as follows:

Any and all bonds and undertakings of suretyship.

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and to bind THE CENTURY INDEMNITY COMPANY thereby as fully and to the same extent as if such bond was signed by the duly authorized officers of THE CENTURY INDEMNITY COMPANY, and all the acts of said attorney(s), pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, THE CENTURY INDEMNITY COMPANY has caused these presents to be signed by its Vice-President and its Corporate Seal to be hereunto affixed, attested by its.....Secretary,

this.....7th.....day of.....June....., 1934

SEAL

THE CENTURY INDEMNITY COMPANY

Attest:.....Ashby E. Bladen.....  
Secretary

By.....J. G. Hasselbrack.....  
Vice-President

State of Connecticut, } ss.  
City of Hartford,

On this.....7th.....day of.....June....., 1934., before me, the undersigned, a Notary Public in and for the City of Hartford, in the State of Connecticut, duly commissioned and qualified, came.....

.....J. G. Hasselbrack.....Vice-President, and.....Ashby E. Bladen.....Secretary, of THE CENTURY INDEMNITY COMPANY, to me personally known to be the individuals and officers described in, and who executed the preceding instrument, and they each acknowledged the execution of the same and being by me duly sworn, severally, and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the Seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Hartford, in the State of Connecticut, the day and year first above written.

.....Helen V. Strauss.....  
Notary Public  
State of Connecticut, } ss.  
City of Hartford,

My commission expires Feb. 1, 1938

I, .....Ashby E. Bladen....., Secretary of THE CENTURY INDEMNITY COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a **Power of Attorney**, executed by said THE CENTURY INDEMNITY COMPANY, which is still in force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the said Company, at Hartford, Connecticut, this.....16th day.....of.....March....., 1936..

Power No.....19450.....

Ashby E. Bladen  
Secretary

RECORDED

*Book*  
*6-326*

SUPERSEDES BOND

AETNA INSURANCE COMPANY,  
A CORPORATION,

PRINCIPAL

CENTURY INDEMNITY COMPANY,  
A CORPORATION,

SURETY

Filed this 26<sup>th</sup> day of March 1934  
*Arthur S. Quail*  
Clerk-Register

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

AETNA INSURANCE COMPANY,  
a corporation,  
Complainant,

vs

C. E. SHRINER, ET AL,  
Defendants.

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

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

FIRST: That there is no equity in the said bill of complaint.

SECOND: That the said bill of complaint does not set up facts which show that it has a defense to the Defendant's cause of action.

Specifically demurring to the allegations of Sub-paragraph "A" of paragraph 8, Defendant says:

(a) That the complaint does not aver that the alleged misrepresentation as to the ownership of the property insured was false and made with intent to deceive and that it related to matters intrinsically material to the risk and that insurer relied thereon.

(b) That it is not averred that the alleged misrepresentation materially increased the risk of loss.

(c) It is not averred that the alleged warranty as to the ownership of the property insured was falsely made with intent to deceive, that it related to the matters intrinsically material to the risk, and that the insurer relied on them.

(d) It is not averred that the alleged warranty as to the ownership of the property insured materially increased the risk of loss.

Specifically demurring to the allegations of Sub-paragraph "B" of paragraph 8, Defendant says:

(a) That it is not averred that the alleged change in the interest, title or possession of the property insured materially increased the risk of loss.

Specifically demurring to the allegations of Sub-paragraph "C" of paragraph 8, Defendant says:

(a) It is not averred that the alleged breach of the warranties and conditions that the insurance of the said policy should not exceed six thousand dollars materially increased the risk of loss.

(b) It is not averred that the alleged breach of the said warranty that the insurance on the property insured did not exceed six thousand dollars was intentionally made by the Defendant and that the same materially increased the risk of loss.

(c) It is not averred that the Defendant knew that the said policy carried the said provisions and that he increased the said insurance with intent to defraud the said insurance company.

(d) It is not averred that the Defendant knew that the total insurance carried by him on the said property was in excess of six thousand dollars.

(e) It is not averred that the policy of insurance on the said property in excess of six thousand dollars was issued with the knowledge and consent of this Defendant.

(f) It is not averred that the Defendant procured the issuance of the said policy in excess of the said six thousand dollars.

(g) It is not averred that this Defendant knowingly procured the issuance of policy in excess of the amount allowed.

Specifically demurring to the allegations of Sub-paragraph "D" of paragraph 8, Defendant says:

(a) It is not averred that the alleged breach of the stipulations in said policy to make and keep the inventory and books materially increased the risk of loss.

And without waiving the foregoing demurrers, but insist-

ing upon the same, the Defendant, C. E. Shriner, answering Complainant's complaint says:

FIRST: He admits the allegations of paragraphs one, two, three, four, five, six and seven of said bill of complaint.

SECOND: He denies all the allegations of paragraph eight and demands strict proof of the same.

And further answering paragraph eight, Defendant says, that the said policy was valid and outstanding at the time of the said fire, and that he had fully and completely made, kept and fully complied with any and all conditions, specifications, warranties and other stipulations of the said policy, insofar as the said conditions, specifications, warranties and other stipulations are valid and lawful, and that due and proper proof of the said fire and damage and loss incident thereto has been fully made; that a complete itemized inventory of the stock on hand was made within twelve months prior to the date of the said policy; that he also kept a set of books which clearly and plainly presented a complete record of the business transactions, including all purchases, sales and shipments, both for cash and credit, from the date of the inventory and during the continuance of the policy; that he kept said inventory and set of books securely locked in a fire proof safe at night and at all times when the building mentioned in the policy issued was not open for business, and that he did not keep them in a place exposed to fire; that the said complete itemized inventory of the stock of goods on hand, and said set of books, were kept by this Defendant in a fire proof safe in the said building and that the same was locked when he left his said place of business on closing the Saturday night previous to the fire; 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 and the contents rifled, and the said inventory and set of books were either stolen or destroyed by the person or persons who broke open the said



safe, or the same were left by the said person exposed to the fire and were destroyed when the said building and the contents burned.

THIRD: He denies all of the allegations of paragraph nine and demands strict proof of the same.

And further answering paragraph nine, Defendant says, that the property insured, at the time of the issuance of the said policy, and at the time of the said fire and at all times prior to and from the date of said policy to the date of the said fire, was the property of this Defendant, C. E. Shriner, the said M. S. Holly had no interest therein.

And having fully answered the allegations of the said bill of complaint this Defendant, C. E. Shriner, claims of the said Aetna Insurance Company, a corporation, the sum of twenty-five hundred dollars, the value of a stock of general merchandise which the said Aetna Insurance Company, on the 29th., day of April, 1929, insured against loss or injury by fire or other perils in the policy of insurance mentioned, for the term of one year, which stock of goods was wholly destroyed by fire on the 4th., day of August, 1929, of which the Aetna Insurance Company has had notice.

And the said C. E. Shriner further alleges that the said Aetna Insurance Company has failed and refused to pay the same, and that the said sum is still due and unpaid, together with interest thereon from the 4th., day of August, 1929.

And said C. E. Shriner prays that this answer may be taken as a cross bill and the said Aetna Insurance Company be made a party defendant hereto by appropriate process of this Honorable Court, and be required to plead, answer or demur hereto within the time and under the penalties prescribed by law and the practice of this Honorable Court, and that upon a final hearing of this cause this Honorable Court will make and enter a decree adjudging and

decreeing that the said Aetna Insurance Company is indebted to this Defendant in the sum of twenty-five hundred dollars, under and by virtue of that certain policy issued April 29, 1929, with interest thereon from the 4th., day of August, 1929, and that such order and decree require the said Aetna Insurance Company to pay the said sum, together with interest thereon, to this Defendant, and this Defendant and Cross-Complainant prays for such other, further and different relief as in equity he shall be entitled to receive, and he offers to do and perform whatsoever this Court may require of him.

Deebe & Hall  
SOLICITORS FOR DEFENDANT, C. E.  
SHRINER.

FOOT NOTE:

The Complainant and Cross-Defendant, the Aetna Insurance Company, is required to answer every allegation of the foregoing bill in paragraphs first to third, inclusive, but not under oath, oath being hereby expressly waived.

Deebe & Hall  
SOLICITORS FOR DEFENDANT, C. E.  
SHRINER.

3.

Wetzel Mrs. C. J. (page 126)

Q. Presidental

Willmer  
Killed at Aug 8<sup>th</sup> 1933  
W. A. S. Green  
Regulate

Filed Nov 30, 1931  
Tombrium

Regrets

BEEBE & HALL  
LAWYERS  
BAY MINETTE, ALA.

ARIMA INSURANCE COMPANY,  
A Corporation,

Complainant,

-vs-

C. E. SHRINER, et al.,

Respondents.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

IN EQUITY.

No. \_\_\_\_\_

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 & 56/100 Dollars (\$617.56); 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,

(page two)

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.

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.

Calman Spain, Stewart & Davis.  
Solicitors for Complainant.

STATE OF ALABAMA,

BALDWIN COUNTY.

Before me, Mary E. 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.

Sworn to and subscribed before me,  
this the 13<sup>th</sup> day of June, 1934.

Mary E. Green  
Notary Public, Baldwin County, Ala.

Calman Spain, Stewart & Davis.  
Solicitors for Complainant.  
Hyatt, Heard & Chason  
Attys for Complainant

John Chason

Service accepted  
this 16th day of  
June 1934,  
J. B. Stachurski  
Att. for a R.  
A. J. Homan

12

RECORDED  
7-26-1

AMENDMENT TO COMPLAINT.

AETNA INSURANCE COMPANY,  
A Corporation,

Complainant

vs.

C. E. SHRIVER, et al.

Respondents

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

IN EQUITY.

Filed June 16<sup>th</sup>, 1934  
W. A. Stone  
Register.

LAW OFFICES  
HYBART, HEARD  
& CHASON  
BAY MINETTE, ALABAMA

7  
AETNA 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. 999.

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

7  
AETNA 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. 999.

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



Quick

RECORDED 7-357

Aetna Ins Co

v  
C. E. Shinn et al

Verdict and Damages  
to Amended Complaints

Filed Aug. 18<sup>th</sup> 1933

M. A. Glavin  
Reporter