

AETNA INSURANCE COMPANY,  
a Corporation,  
  
Complainant,  
  
VS.  
  
C. E. SHRINER, et al,  
  
Respondents.

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

The parties to this cause hereby agree that the same may be submitted, on behalf of the Respondent, Butler Bros., on the following agreed statement of facts, to-wit:

It is agreed that the Respondent, C. E. Shriner was indebted to Butler Bros., a Corporation, in the sum of \$109.13 for merchandise sold by Butler Bros., to C. E. Shriner; that Butler Bros., filed suit against the said C. E. Shriner in the Circuit Court of Baldwin County, Alabama, and that on the 3rd day of February, 1930, the said Court rendered judgment in said suit in favor of Butler Bros., Plaintiff, against C. E. Shriner, Defendant, for the sum of \$115.68, besides \$11.15 cost of court; that thereafter on the 12th day of February, 1930, a certificate of said judgment was recorded in the office of the Probate Judge of Baldwin County, Alabama, said certificate being hereto annexed and made a part hereof; that no part of said judgment has been paid; that on or about the 17th day of October, 1930, Butler Brothers, through Leo H. Pou, its attorney of record, made affidavit as required by law and procured the issuance of a garnishment for the collection of said judgment, naming as garnishees, separately and severally, The Home Insurance Company, a Corporation, The Providence-Washington Insurance Company, a Corporation, and the Aetna Insurance Company, a Corporation;; that said garnishees and said C. E. Shriner were duly served with writs or notice of said garnishment; and that said garnishees <sup>ments</sup> have not ~~been~~ <sup>disposed of</sup> ~~made~~ fully and finally ~~answers~~ to said writ of garnishment, and said judgment has not been paid or discharged.

6646  
CERTIFICATE OF JUDGMENT.

The State of Alabama, }  
BALDWIN COUNTY.

February 1950  
CIRCUIT COURT, ~~XXX~~ TERM, ~~XX~~

Paterson-McCoy Hdw. & Supply Company, a corporation

PLAINTIFF.

No. 8010

VS.

C. E. Shriner

DEFENDANT.

I, T. W. RICHESON, Clerk of the Circuit Court of Baldwin County, Alabama, do hereby  
certify that on the 4th day of February 1950,

a Judgment was rendered by said Court in the above stated cause, wherein

Paterson-McCoy Hdw. & Supply Company, a corporation

was Plaintiff and C. E. Shriner,

was Defendant, in

favor of the said Plaintiff and against the said Defendant for the sum of

One Hundred Twenty-five and 42/100 (\$125.42) DOLLARS,

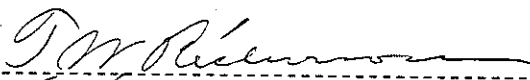
and also for the sum of Eleven and 15/100 (\$11.15) DOLLARS,

the costs in said suit and that M. F. Dozier

are the Attorneys of record for the Plaintiff

in said cause.

Witness my hand this 8th day of February 1950



Clerk, Circuit Court, Baldwin County, Alabama.

Paterson-McCoy Hdw. & Supply  
Company, a corporation

Vs.

C. E. Shriner

$$\frac{2}{\infty} = 0$$

**Defendant**

THE STATE OF ALABAMA } PROBATE COURT  
BALDWIN COUNTY 3  
Filed in office this 3 day of Nov. 1930 - gsm  
and duly recorded in Judicial Book No. 21  
pages 2120; and legitimate claim  
licensure or privilege tax, not be required by an act of  
the Legislature, approved September 14, 1923, and  
also licensure or privilege tax, paid to the  
State of Alabama, out of the Legislature, approved August  
19, 1929. Wm. Thompson  
Judge of Probate.  
W. H. Lee

Maine Paper Company  
 Melrose  
 4/1/50, 8am  
 4/1/50  
 4/1/50

Prof. Doherty

AETNA INSURANCE COMPANY,  
a Corporation, et al,

Complainants,

VS.

C. E. SHRINER, et al,

Respondents.

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

The parties to this cause hereby agree that the same may be submitted, on behalf of the Respondent, Paterson-McCoy Hardware & Supply Company, a Corporation, on the following agreed statement of facts, to-wit:

It is agreed that the Respondent, C. E. Shriner, was indebted to Paterson-McCoy Hardware & Supply Company, a Corporation, in the sum of \$125.42 for merchandise sold by Paterson-McCoy Hardware and Supply Company, a Corporation, to C. E. Shriner; that Paterson-McCoy Hardware & Supply Company, a Corporation, filed suit against the said C. E. Shriner in the Circuit Court of Baldwin County, Alabama, and that on the 8th day of February, 1930, the said Court rendered judgment in said suit in favor of Paterson-McCoy Hardware & Supply Company, a Corporation, Plaintiff, against C. E. Shriner, Defendant, for the sum of \$125.42 besides \$11.15 cost of court; that thereafter on the 3rd day of March, 1930, a certificate of judgment was recorded in the office of the Probate Judge of Baldwin County, Alabama, said certificate being hereto annexed and made a part hereof; that no part of said judgment has been paid; that on or about the 12<sup>th</sup> day of February, 1930, Paterson-McCoy Hardware & Supply Company, a Corporation, through Dozier and Gray, its attorneys of record, made affidavit as required by law and procured the issuance of a garnishment for the collection of said judgment, naming as garnishees, separately and severally, The Home Insurance Company, a Corporation, The Providence-Washington Insurance Company, a Corporation, and the Aetna Insurance Company, a Corporation; that said garnishees and said C. E. Shriner were

duly served with writs or notice of said garnishment; and that said garnish<sup>ment</sup>~~es~~ have not <sup>been</sup> ~~made~~ fully and finally <sup>disposed of</sup> ~~answers to said writ of~~ garnishment, and said judgment has not been paid or discharged.

This the \_\_\_\_\_ day of October, 1934.

PATERSON-McCOY HARDWARE & SUPPLY COMPANY,  
a Corporation,

*Dozier & Gray*  
By J. T. T. Schellum  
Its Attorneys.

C. E. SHRINER,

By Becker Hall  
His Attorney.

Hyatt, Head & Carson  
Attorneys for The Home Insurance Company,  
a Corporation, The Providence-Washington  
Insurance Company, a Corporation, and the  
Aetna Insurance Company, a Corporation.

6622  
CERTIFICATE OF JUDGMENT.

The State of Alabama, }  
BALDWIN COUNTY.

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

Scott Milling Company, A Corporation

PLAINTIFF.

No. 8011 $\frac{1}{2}$

VS.

C. E. Shriner

DEFENDANT.

I, T. W. RICHESON, Clerk of the Circuit Court of Baldwin County, Alabama, do hereby  
certify that on the 4th day of February 1930,

a Judgment was rendered by said Court in the above stated cause, wherein

Scott Milling Company, a Corporation

was Plaintiff and C. E. Shriner

was Defendant, in

favor of the said Plaintiff and against the said Defendant for the sum of

One Hundred Fourteen and 05/100 (\$114.05) DOLLARS,

and also for the sum of Eleven and 15/100 (\$11.15) DOLLARS,

the costs in said suit and that M. F. Dozier

is ~~an~~ the Attorneys of record for the Plaintiff  
in said cause.

Witness my hand this 8th day of February 1930

*T. W. Richeson*

Clerk, Circuit Court, Baldwin County, Alabama.

CERTIFICATE OF JUDGMENT.

Scott Milling Company, a  
Corporation

, Plaintiff

Vs.

C. E. Shriner

2-8-30

Defendant

THIS SEVEN OF ALABAMA } PROBATE COURT  
BALDWIN COUNTY }  
filed in office this 23 day of March 1930, 8 am  
and duly recorded in Book No. 21  
230; and a copy of this  
certificate of judgment was sent to the parties by registered  
mail on September 15, 1930, and  
the same was approved by the court on September 15, 1930.  
Witness my hand and the seal of the Probate Court of Baldwin County, Alabama, this 23rd day of March, 1930.

By *[Signature]*  
C. E. Shriner  
Judge of Probate

*Original Copy of Judgment  
Filed in Office of Probate  
2/9/30 8 am*

AETNA INSURANCE COMPANY,  
a Corporation, et al,

Complainants,

VS.

C. E. SHRINER, et al,

Respondents.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

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

The parties to this cause hereby agree that the same may be submitted, on behalf of the Respondent, Scott County Milling Company, a Corporation, on the following agreed statement of facts, to-wit:

It is agreed that the Respondent, C. E. Shriner, was indebted to Scott County Milling Company, a Corporation, in the sum of \$114.05 for merchandise sold by Scott County Milling Company, a Corporation, to C. E. Shriner; that Scott County Milling Company, a Corporation, filed suit against the said C. E. Shriner in the Circuit Court of Baldwin County, Alabama, and that on the 4th day of February, 1930, the said Court rendered judgment in said suit in favor of Scott County Milling Company, a Corporation, Plaintiff, against C. E. Shriner, Defendant, for the sum of \$114.05 besides \$11.15 cost of court; that thereafter on the 3rd day of March, 1930, a certificate of said judgment was recorded in the office of the Probate Judge of Baldwin County, Alabama, said certificate being hereto attached and made a part hereof; that no part of said judgment has been paid; that on or about the 12th day of February, 1930, Scott County Milling Company, a Corporation, through Dozier and Gray, its attorneys of record, made affidavit as required by law and procured the issuance of a garnishment for the collection of said judgment, naming as garnishees, separately and severally, The Home Insurance Company, a Corporation, The Providence-Washington Insurance Company, a Corporation and the Aetna Insurance Company, a Corporation; that said garnishees and said C. E. Shriner were duly served with writs or notice of said garnishment; and that said



garnishees have not ~~made~~<sup>been</sup> fully and finally ~~answers~~<sup>answered</sup> to said writ of garnishment, and said judgment has not been paid or discharged.

This the \_\_\_\_\_ day of October, 1934.

SCOTT COUNTY MILLING COMPANY, a Corporation,

By J.B. Dushum  
Its Attorneys

C. E. SHRINER,

By Becker & Hae  
His Attorney.

Hyatt, Hoar & Casson  
Attorneys For The Home Insurance Com-  
pany, a Corporation, The Providence-  
Washington Insurance Company, a Corpor-  
ation and the Aetna Insurance Company,  
a Corporation.

AETNA INSURANCE COMPANY,  
a Corporation, et al,

Complainants,

VS.

C. E. SHRINER, et al,

Respondents.

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

The parties to this cause hereby agree that the same may be submitted, on behalf of the Respondent, Hanaw Bros. a Partnership composed of A. D. Hanaw and M. J. Hanaw, as assignee of Vincent B. McAleer, Trustee of the Tilton Grocery Company, a Corporation, on the following agreed statement of facts, to-wit:

That the Respondent, C. E. Shriner, is indebted to the said Hanaw Bros. in the sum of \$617.35 for merchandise sold by the Tilton Grocery Company, Inc., a Corporation, to the said C. E. Shriner, which said claim was duly transferred and assigned to the said Hanaw Bros. and is now its property.

That Hanaw Bros. a Partnership composed of A. D. Hanaw and M. J. Hanaw, as Assignee of Vincent B. McAleer, Trustee of the Tilton Grocery Company, Inc., a Corporation, filed suit against the said C. E. Shriner in the Circuit Court of Monroe County, Alabama, and that on the 18th day of August, 1932, the said Court rendered judgment in said suit in favor of Hanaw Bros. a Partnership composed of A. D. Hanaw and M. J. Hanaw, as assignee of Vincent B. McAleer, Trustee of the Tilton Grocery Company, Inc., a Corporation, Plaintiff, against C. E. Shriner, Defendant for the sum of \$617.35 besides \$12.30 cost of Court; that thereafter on the 13th day of August, 1932, a certificate of said judgment was recorded in the office of the Probate Judge of Monroe County, Alabama, a certified copy thereof being hereto attached and made a part hereof; that no part of said judgment has been paid; that on or about the 1st day of March, 1934, Hanaw Bros. a Partnership composed of A. D. Hanaw and M. J. Hanaw as assignee of Vincent B. McAleer, Trustee of the Tilton Grocery Company, Inc., a Corporation,

through Dozier and Gray, its attorneys of record, made affidavit as required by law and procured the issuance of a garnishment for the collection of said judgment, naming as garnishees, separately and severally, The Home Insurance Company, a Corporation, The Providence-Washington Insurance Company, a Corporation, and the Aetna Insurance Company, a Corporation; that said garnishees and said C. E. Shriner were duly served with writs or notice of said garnishment; and that said garnishees <sup>MENTS</sup> have not <sup>been</sup> ~~made~~ fully and finally <sup>disposed of</sup> ~~answered~~ to said writ of garnishment, and said judgment has not been paid or discharged.

This the \_\_\_\_\_ day of October, 1934.

HANAW BROS. a Partnership composed of A. D. Hanaw and M. J. Hanaw, as Assignee of Vincent B. McAleer, Trustee of the Tilton Grocery Company, Inc., a Corporation.

*Dozier & Gray*  
By J. T. Blackburn  
Its Attorneys.

C. E. SHRINER.

By Beck & Hall  
His Attorney.

Hyatt, Heard & Chason  
Attorneys for The Home Insurance Company, a Corporation, The Providence-Washington Insurance Company, a Corporation and the Aetna Insurance Company, a Corporation.

AETNA INSURANCE COMPANY,  
a Corporation, et al,

Complainants,

VS.

C. E. SHRINER, et al,

Respondents.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

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

The parties to this cause hereby agree that the same may be submitted, on behalf of the Respondent, Leslie E. Buerger, doing business as City Sales Company on the following agreed statement of facts, to-wit:

It is agreed that the Respondent, C. E. Shriner was indebted to Leslie E. Buerger, doing business as City Sales Company, on March 15, 1930, in the sum of \$109.06, and that on to-wit, March 15, 1930, suit was commenced by the said Leslie E. Buerger, doing business as City Sales Company against the said C. E. Shriner in the Circuit Court of Baldwin County, Alabama; that on or about the said date one of the attorneys for the said Plaintiff made affidavit, the Plaintiff gave proper bond and garnishments on the Summons and Complaint were issued, naming as Garnishees, separately and severally, the Home Insurance Company, a Corporation, the Providence-Washington Insurance Company, a Corporation, and the Aetna Insurance Company, a Corporation; that the said Garnishees and the said C. E. Shriner were duly served with writs or notices of the said garnishments; that the said Garnishees <sup>never</sup> have not <sup>been</sup> ~~made~~ finally answer to the ~~respective writs of garnishment~~ <sup>disposed of</sup>; that the said suit is still pending in the Circuit Court of Baldwin County, Alabama and that the said indebtedness has not been paid or discharged.

This the \_\_\_\_\_ day of October, 1934.

LESLIE E. BUERGER, doing Business  
as City Sales Company,

*Leslie E. Buerger*

By *J. B. Blackburn*  
Its Attorney.

9/2

Exhibit M-6  
L.M.T.

AETNA INSURANCE COMPANY,  
a corporation,  
Complainant,  
vs.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

C. E. SHRINER ET AL.,  
Defendants.

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

Comes C. E. Shriner, a co-partnership composed of C. E. Shriner and M. S. Holly, and C. E. Shriner and M. S. Holly individually, and answering the cross bill of L. T. Rhodes filed to them in the foregoing cause, admit all of the allegations of the said cross bill and waive proof of the same, and they especially admit that they are indebted to the said L. T. Rhodes in the sum of Eighteen Hundred Fifty-six and 88/100 Dollars, with interest thereon from August 15th, 1929, and they admit that said L. T. Rhodes filed a suit against them in the Circuit Court of Baldwin County, Alabama, on the 20th day of November, 1929, and caused garnishment to be issued against the Aetna Insurance Company, a corporation, and that he, the said L. T. Rhodes, has a lien against any money owing to C. E. Shriner from the said Aetna Insurance Company, and they consent that when the said sum is paid into Court that the same, or so much thereof as shall be necessary and proper, be applied to the payment of the indebtedness owing to the said L. T. Rhodes, together with interest thereon.

C. E. SHRINER,

BY

C. E. Shriner

C. E. Shriner

7-347  
Cletna Ins. Co.

C. E. Shriner

Answer to cross  
by L. J. Rhodes

Filed 30-12-34

Dec 30-1934

W. M. V. S.

AETNA INSURANCE COMPANY,  
a corporation,  
Complainant,

vs

C. E. SHRINER, ET AL,  
Defendants.

) IN THE CIRCUIT COURT OF  
(  
(  
(

BALDWIN COUNTY, ALABAMA.

) IN EQUITY, NO. \_\_\_\_\_.  
(  
66 ✓

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 and nine, 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 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-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 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 Aetna 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 Aetna 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.

*Record Equity Final Record  
#5, Page 119. J. T. Rhodes  
Requester*

ORIGINAL.

AETNA 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,  
J. T. RHODES.

*Filed October 2, 1931*

*J. T. Rhodes  
Requester*

BEEBE & HALL,  
LAWYERS  
BAY MINETTE, ALA.

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 Aetna 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.

*Colman, Spivey, Stewart & Morris*  
SOLICITORS FOR CROSS-RESPONDENT.

*O. E. Shivers et al*

Remembrance Day Observed

to Great Hall of

J. J. Rhodes



RECORDED  
1-28-1907

Handwritten notes on lined paper, featuring various symbols, numbers, and words like 'L', 'W', 'E', 'F', 'G', 'H', 'I', 'J', 'K', 'L', 'M', 'N', 'O', 'P', 'Q', 'R', 'S', 'T', 'U', 'V', 'W', 'X', 'Y', 'Z'.

AETNA INSURANCE COMPANY,  
a corporation,

Complainant,

vs.

C. E. SHRINER, M. S. HOLLY,  
L. T. RHODES and BUTLER BROTHERS,  
a partnership,

Respondents

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALA.

NO. 997

IN EQUITY

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

Comes your orator, the Aetna 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 Connecticut, and is qualified to do business in the State of Alabama, and is doing business in the State of Alabama in Baldwin County.

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

3. Your orator further avers that heretofore on, to-wit, the 29th day of April, 1929, this complainant did issue a policy of fire insurance in the sum of Twenty-five Hundred (\$2500. Dollars to the respondent, C. E. Shriner, covering a stock of merchandise, situated in Baldwin County, Alabama. Complainant further avers that it is informed and believes, and upon such

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

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

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

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

7. Complainant further avers that it is being vexed and harassed with 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 policy of insurance.

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

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

" This entire policy unless otherwise provided by agreement endorsed thereon and added hereto shall be void, if,

'The interest of the assured be other than unconditional and sole ownership'".

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

B. Your orator further 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 process or judgment or by voluntary act of the assured or otherwise):'."

And your orator further avers that after the issuance of the policy to C. E. Shriner, the named assured, a change took place in the interest, title 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 the policy issued by your orator to C. E. Shriner, it is specifically made a warranty and condition of said policy that

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

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

"First: The assured will take a complete itemized inventory of stock on hand at least once in each calendar year, and unless such inventory has been taken within twelve calendar months prior to the date of this policy, one shall be taken in detail within 30 days of issuance of this policy, or this policy shall be null and void from such date, and upon demand of assured the unearned premium from such date shall be returned.

Second: The assured shall keep a set of books which clearly and plainly present a complete record of business transacted, including all purchases, sales and shipments, both for cash and credit, from the date of inventory, as provided for in first section of this clause, and during the continuance of this 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 destroy 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, did not keep his books and inventory, and also the last preceding inventory, if such had been taken, securely locked in a fireproof safe at night, and at all times when the building mentioned in the policy issued by your orator was not open for business, nor did he keep them in some place not exposed to fire which would destroy the building wherein the property insured was kept. And your orator avers that said books and inventory or a material part thereof were destroyed by the fire upon which the rights of C. E. Shriner, if any, must be predicated, and said C. E. Shriner failed to produce same.

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

12 9. Your orator further avers that the respondent, M. S. Holly, claims that he had an interest in the insured merchandise, in that, he held a partnership interest in same; and complainant further avers that it is informed and believes, and upon such information and belief avers the fact 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 complaint (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 under the policy of insurance issued by this complainant to the said C. E. Shriner; and if your

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

Coleman, Coleman Spain & Stewart  
Solicitors for Complainant.

STATE OF ALABAMA,  
JEFFERSON COUNTY.

Before me, Marion Ormond 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.

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

Marion Ormond  
Notary Public.

FIAT

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

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

\_\_\_\_\_  
Circuit Judge, in Equity.

1. *Recorded Equity*  
*Final Record # 5, Pages 117-8-119.*  
*No. 999 M. P. Robinson*  
*Register.*

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

AETNA INSURANCE COMPANY,  
a corporation,

Complainant,

vs.

C. E. SHRINER, M. S. HOLLY,  
L. T. RHODES and BUTLER BROTHERS,  
a partnership

Respondents.

.....

BILL OF COMPLAINT

*Filed Sept 5, 1931*  
*M. P. Robinson*  
*Register*

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

STATE OF ALABAMA )  
BALDWIN COUNTY )

KNOW ALL MEN BY THESE PRESENTS, That we, L. T. Rhodes, as principal, and O. C. Hall and J. B. Bradley, as sureties, are held and firmly bound unto C. E. Shriner and M. S. Holly, co-partners doing business under the name of C. E. Shriner, and C. E. Shriner and M. S. Holly, individually, in the sum of Four Thousand Dollars, to be paid to the said C. E. Shriner and M. S. Holly, co-partners doing business under the name of C. E. Shriner, and C. E. Shriner and M. S. Holly, individually, their heirs, executors, administrators or assigns; for which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators jointly, severally and firmly by these presents.

Sealed with our seals, and dated this 20 day of November, 1929.

The condition of the above obligation is such, That whereas, the above bound L. T. Rhodes has commenced suit in the Circuit Court of said County by summons and complaint, which have issued from said Court, to recover of said C. E. Shriner and M. S. Holly, co-partners doing business under the name of C. E. Shriner, and C. E. Shriner and M. S. Holly, individually, in the sum of Eighteen Hundred Fifty-Six and 88/100 Dollars, and has on the day of the date hereof, prayed that writ of garnishment issue out of said Court to Home Insurance Company, a corporation, Aetna Insurance Company, Ltd., and Providence Washington Insurance Company, a corporation, summoning them to answer what they are indebted to said Defendants or to either of them or what effects of said Defendants/they have in their possession, or under their control; and said Plaintiff having made oath as required by law in such cases, said Writ is about to issue out of said Court, returnable

to the next term of the Circuit Court, to be holden for Baldwin County.

NOW, if the said Plaintiff shall prosecute the garnishment to effect, and pay the Defendants all such costs and damages as they may sustain, by reason of the wrongful or vexatious suing out of this garnishment, then this obligation to be void; otherwise to remain in full force and effect.

AND WE, and each of us, hereby waive all rights of claim of exemption we, or either of us have now, or may hereafter have, under the Constitution and Laws of Alabama, and we hereby severally certify that we have property free from all incumbrance, to the full amount of the above bond.

L. T. Phillips (SEAL)

W. H. Hall (SEAL)

J. H. Bradley (SEAL)

Approved this 20<sup>th</sup> day of Nov, 1929.

D. W. Williams, Clerk.

BOND

L. T. RHODES,

VS

C. M. SIRMER, et al,

Filed 20<sup>th</sup> day of NOV.,  
1929.

J. H. Rieunor  
Clerk.

BREBBE & HALL  
LAWYERS  
BAY MINETTE, ALABAMA



L. T. RHODES, Plaintiff,

VS.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

C. E. SHRINER and M. S. HOLLY,  
a copartnership doing business  
under the name of C. E. Shriner,

Defendants.  
PROVIDENCE WASHINGTON INSURANCE  
COMPANY, Garnishee.

Comes the garnishee, Providence Washington Insurance Company and for answer to the writ of garnishment issued in this cause, says:

1. At the time of the service of this writ of garnishment and at the time of making this answer, and at all times intervening the service of the writ and the making of this answer this garnishee is not indebted to the defendants or to either of them, and it will not be indebted to them or either of them in the future by a contract then existing, nor is it liable to either of them under an existing contract for the delivery of personal property or for the payment of money which may be discharged by the delivery of personal property or which is payable in personal property, and it had in its possession and under its control no money or effects belonging to the defendants, or either of them.

The garnishee, states, however, that on April 29th, 1929, it issued a policy of insurance in the Providence Washington Insurance Company for the sum of \$2500.00, covering stock of general merchandise, and that this stock of merchandise is alleged to have been damaged or destroyed by fire. Garnishee states, however, that there is no liability under said policy because of violations of the policy provisions by the assured, the assured in said policy being C. E. Shriner.

Having answered fully, the garnishee prays that it be discharged with its reasonable costs in its behalf incurred.

*Providence Washington Ins. Co.*  
Garnishee

BY *S. M. Lawrence* Agent.  
*Column Coleman* Atty. for Garnishee.

STATE OF ALABAMA :

JEFFERSON COUNTY :

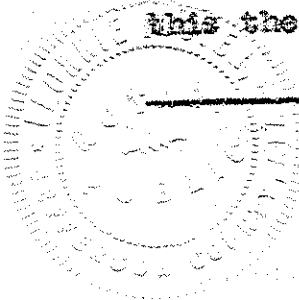
Personally appeared before me, Florrie Foster, a Notary Public in and for said County, in said State, J. M. LAWRENCE, who, being by me first duly sworn, deposes and says that he is the agent of the garnishee, with knowledge of the facts and that the facts set forth in the foregoing answer are true and correct.

J. M. Lawrence

Sworn to and subscribed before me,

this the 27 day of Feb, 1930.

Florrie Foster  
Notary Public.



6  
RECORDED

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L. T. RHODES, Plaintiff,

VS.

C. E. SHRINER and M. S. HOLLY,  
a co-partnership doing  
business under the name of  
C. E. Shriner, Defendants.

---

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

---

ANSWER OF GARNISHEE.

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*Filed February 28, 1930*  
*J. W. Richardson*  
*Clerk*

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

9/12 Exhibit N-7  
I.M.T.

(999)

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 C. E. Shriner, a co-partnership composed of C. E. Shriner and M. S. Holly, and C. E. Shriner and M. S. Holly individually, and answering the cross bill of L. T. Rhodes filed to them in the foregoing cause, admit all of the allegations of the said cross bill and waive proof of the same, and they especially admit that they are indebted to the said L. T. Rhodes in the sum of Eighteen Hundred Fifty-six and 88/100 Dollars, with interest thereon from August 15th, 1929, and they admit that said L. T. Rhodes filed a suit against them in the Circuit Court of Baldwin County, Alabama, on the 20th day of November, 1929, and caused garnishment to be issued against the Providence-Washington Insurance Company, a corporation, and that he, the said L. T. Rhodes, has a lien against any money owing to C. E. Shriner from the said Providence-Washington Insurance Company, and they consent that when the said sum is paid into Court that the same, or so much thereof as shall be necessary and proper, be applied to the payment of the indebtedness owing to the said L. T. Rhodes, together with interest thereon.

C. E. SHRINER,

BY

C. E. Shriner

C. E. Shriner

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RECORDED  
INDEXED  
Answer 05 March 94  
337

999

AETNA INSURANCE COMPANY,  
a corporation,  
Complainant,

vs

C. E. SHRINER, ET AL,  
Defendants.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

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

62  
✓

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

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

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

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

*Deebe Hall*  
ATTORNEYS FOR DEFENDANT, M. S.  
HOLLY.

4, 1931  
ORIGINAL. Register.

AETNA INSURANCE COMPANY,  
a corporation,  
Complainant,

vs.

C. F. SHRINER, ET AL.,  
Defendants.

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

ANSWER OF DEFENDANT,  
M. S. HOLLY.

Filed October 2, 1931

*MP*  
Register

BIERBE & HALL  
LAWYERS  
BAY NINETEEN, ALA.

STATE OF ALABAMA ) IN THE CIRCUIT COURT OF BALDWIN COUNTY,  
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 26th day of March, 1936, Aetna 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 Aetna 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 1<sup>st</sup> day of April, 1936.

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



Service accepted  
this 2nd day of  
April, 1936  
J. B. Blackburn  
Atty.

Executed  
by serving copy of within ~~ten~~ 10 days  
~~complaint~~ Winton

Hubert M. Hall

M. H. Wilkins, Sheriff  
By E. N. Anderson, Deputy Sheriff

RECORDED

CASE NO 999

STATE OF ALABAMA.

BALDWIN COUNTY

CIRCUIT COURT

CHANCERY DIVISION

Aetna Insurance Company  
a Corporation,

Complainants,

vs.

C. E. Shriner, et al.,

Respondents.

CITATION OF APPEAL.

Serve copy of within on

Beebe & Hall, Attys.,

At

filed Apr. 1, 1936

Robert S. Duck,

Register

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. \_\_\_\_\_

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

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

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

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

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

*Coleman, Spain, Stewart & Houser*  
*Hyatt S. Heard*  
SOLICITORS FOR COMPLAINANT.

**CONFIDENTIAL**



AETNA INSURANCE COMPANY,  
A CORPORATION.

COMPLAINANT,

vs.:

C. E. SHRINER, M. S. HOLLY,

## RESPONDENTS.

AMENDMENT TO ORIGINAL

BILL OF COMPLAINT.

FILED AT COMMISSIONER'S OFFICE  
JAN 19 1933

100

**COLEMAN, SPAIN, STEWART & DAVIES**  
708-719 MASSEY BUILDING

BIRMINGHAM, ALA. *Ken Dm / Yed*

AETNA 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. \_\_\_\_\_.

AMENDMENT TO ORIGINAL BILL

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

1.

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

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

"This entire policy, unless otherwise 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 policy that this insurance is effected subject  
to the following conditions which are hereby made warranties by  
the assured and are accepted as parts of this contract:

Total insurance permitted, warranted 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 said policy is null and void.

2.

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

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

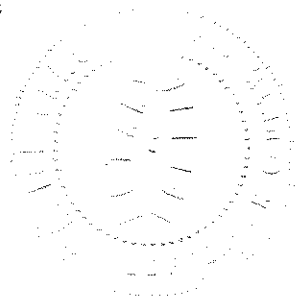
Coleman, May Stewart & Davis  
SOLICITORS FOR COMPLAINANT

S T A T E   O F   A L A B A M A , :

J E F F E R S O N   C O U N T Y . :

Before me, Marion Armour, 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 7 day of December, 1933. Jan. 1934  
Marion Armour  
N o t a r y   P u b l i c



9

**RECORDED**  
443-1

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

NO. 779.

AETNA INSURANCE COMPANY, A  
CORPORATION,

COMPLAINANT,

VS.

C. E. SHRINER, ET AL,

RESPONDENTS.

AMENDMENT TO ORIGINAL BILL

*Filed Jan 10<sup>th</sup> 1924*  
*W. A. Starn*  
*Reg. atty*

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

SOLICITORS FOR COMPLAINANT

AETNA INSURANCE COMPANY,  
a Corporation,

Complainant,

VS.

C. E. SHRINER, et al.,

Respondents.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

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

ANSWER.

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

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

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

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

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

Robert V. Gray  
J. B. B. Bachman  
Solicitors for Respondents, A. D.  
Hanaw and A. J. Hanaw.

13.

RECORDED

ANSWER.

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

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

*W. A. Stone*  
*Register*

LAW OFFICES

J. B. BLACKBURN  
BAY MINETTE, ALABAMA



AETNA INSURANCE COMPANY, a  
corporation,

COMPLAINANT,

VS.

C. E. SHRINER, M. S. HOLLY,  
L. T. RHODES, and BUTLER  
BROTHERS, a partnership,

RESPONDENTS

IN THE CIRCUIT COURT  
OF BALDWIN COUNTY,  
ALABAMA,

IN EQUITY,

NO.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Coleman, Spaine, Stewart & Davis  
SOLICITORS FOR CROSS-RESPONDENT

8

~~RECORDED~~

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

NO. 999

AETNA INSURANCE COMPANY, A  
CORPORATION,

COMPLAINANT,

VS.

C. E. SHRINER, ET AL,

RESPONDENTS.

DEMURRER

*Filed Jan. 10<sup>th</sup> 1934  
Wm. H. Stone  
Magistrate*

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

SOLICITORS FOR CROSS-RESPONDENT  
AETNA INSURANCE CO.

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.

ANSWER.

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

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

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

3. These Respondents admit the allegations con-  
tained in paragraph numbered "THIRD" of the Bill of Complaint as  
last amended.

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

*Doris L. Gray*  
*J. B. Blackburn*  
Solicitors for Respondents, A. D. Han-  
aw and A. J. Hanaw.

14.  
~~RECEIVED~~

ANSWER.

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.

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

*J. B. Blackburn*  
*Registra*

LAW OFFICES  
J. B. BLACKBURN  
BAY MINETTE, ALABAMA

L. E. KROGER,  
Plaintiff,

IN THE CIRCUIT COURT OF  
DADE COUNTY, ALABAMA.

vs

C. E. SHRINER and  
M. S. HOLLY, co-partners  
doing business under the  
name of "C. E. Shriner"  
and C. E. Shriner and M.  
S. Holly, individually.  
Defendants.

TO MY SHERIFF OF THE STATE OF ALABAMA, GREETING:

You are hereby commanded to notify C. E. Shriner and

M. S. Holly, co-partners doing business under the name of "C. E.

Shriner", and C. E. Shriner and M. S. Holly, individually, Defendants

in the above styled cause, that a writ of garnishment was this day

presented for this Court to Home Insurance Company, a corporation,

the Aetna Life Insurance Company, Ltd., and the Providence Washington

Insurance Company, a Corporation, as garnishees for the sum of

Eighteen Hundred Fifty-six and 88/100 Dollars, debt and damages and  
costs expended in said cause.

of the said co-defendants:  
Shriner: on this day of November, 1922.  
Holly: a co-defendant got the proceeds under the name of C. E.  
I have this day executed the above writ on C. E. Shriner and M. S.

Shriner,  
Clerk of the Circuit Court of  
Dade County, Alabama.

Received in office this

day of November, 1922.

Make return on  
this

Police

Filed 1922/20/29  
J. M. McEnroe  
Deputy

Rec'd 2 Copy's re  
Q. E. McEnroe

BEEBE & HALL  
LAWYERS  
BAY MINETTE, ALABAMA

Specified the 21st  
of Nov 1924 by leaving  
a copy of the return  
Notice on the return

Oliver  
Smith



L. T. RHODES,  
Plaintiff,

vs

C. E. SHRINER and M. S.  
HOLLY, a co-partnership  
doing business under the  
name of C. E. Shriner,  
Defendants  
Home Insurance Company,  
Garnishee.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

Before me, the undersigned official in and for said State and County, this day personally appeared W. C. Beebe, who is known to me and who being by me duly sworn deposes and says that he is of counsel for L. T. Rhodes, Plaintiff in the above styled cause, and that he believes the answer of the Home Insurance Company, garnishee, in the said cause, is untrue; that he believes that the said garnishee is indebted to the said Defendants or to one of them or that it will be indebted to them or to one of them in the future by a contract existing at the time of the service of the said garnishment, or that it is liable to them or to one of them under a contract existing for the delivery of personal property or for the payment of money which may be discharged by the delivery of personal property or which is payable in personal property, or that it has in its possession or under its control money or effects belonging to the said Defendants or to one of them and that he believes that the said garnishee is indebted to the said Defendant, C. E. Shriner, under the policies recited in and described in said answer and that there is a liability on the part of the said garnishee under the said policies and that the provisions of the said policies have not been violated by the assured C. E. Shriner.



Sworn to and subscribed before me on this the 18th.,  
day of April, 1930.

L. T. RHODES,  
Plaintiff,

vs

C. E. SHRINER and M. S.  
HOLLY, a co-partnership  
doing business under the  
name of C. E. Shriner,  
Defendants  
Home Insurance Company,  
Garnishee.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

Before me, the undersigned official in and for said State and County, this day personally appeared W. C. Beebe, who is known to me and who being by me duly sworn deposes and says that he is of counsel for L. T. Rhodes, Plaintiff in the above styled cause, and that he believes the answer of the Home Insurance Company, garnishee, in the said cause, is untrue; that he believes that the said garnishee is indebted to the said Defendants or to one of them or that it will be indebted to them or to one of them in the future by a contract existing at the time of the service of the said garnishment, or that it is liable to them or to one of them under a contract existing for the delivery of personal property or for the payment of money which may be discharged by the delivery of personal property or which is payable in personal property, or that it has in its possession or under its control money or effects belonging to the said Defendants or to one of them and that he believes that the said garnishee is indebted to the said Defendant, C. E. Shriner, under the policies recited in and described in said answer and that there is a liability on the part of the said garnishee under the said policies and that the provisions of the said policies have not been violated by the assured C. E. Shriner.

W C Beebe

Sworn to and subscribed before me on this the 18th.,  
day of April, 1930.

L. T. RHODES,  
Plaintiff,

vs

C. E. SHRINER and M. S.  
HOLLY, a co-partnership  
doing business under the  
name of C. E. Shriner,  
Defendants.  
Aetna Insurance Company,  
Garnishee.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

Before me, the undersigned official in and for said State and County, this day personally appeared W. C. Beebe, who is known to me and who being by me duly sworn deposes and says that he is of counsel for L. T. Rhodes, Plaintiff in the above styled cause, and that he believes the answer of the Aetna Insurance Company, garnishee in the said cause is untrue; that he believes that the said garnishee is indebted to the said Defendants or to one of them or that it will be indebted to them or to one of them in the future by a contract existing at the time of the service of the said garnishment, or that it is liable to them or to one of them under a contract existing for the delivery of personal property or for the payment of money which may be discharged by the delivery of personal property or which is payable in personal property, or that it has in its possession or under its control money or effects belonging to the said Defendants or to one of them and that he believes that the said garnishee is indebted to the said Defendant, C. E. Shriner, under the policies recited in and described in said answer and that there is a liability on the part of the said garnishee under the said policies and that the provisions of the said policies have not been violated by the assured C. E. Shriner.

*W C Beebe*

Sworn to and subscribed before me on this the 18th.,  
day of April, 1950.

L. T. RHODES,  
Plaintiff,

vs

C. E. SHRINER and M. S.  
HOLLY, a co-partnership  
doing business under the  
name of C. E. Shriner,  
Defendants.  
Aetna Insurance Company,  
Garnishee.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

Before me, the undersigned official in and for said State and County, this day personally appeared W. C. Beebe, who is known to me and who being by me duly sworn deposes and says that he is of counsel for L. T. Rhodes, Plaintiff in the above styled cause, and that he believes the answer of the Aetna Insurance Company, garnishee in the said cause is untrue; that he believes that the said garnishee is indebted to the said Defendants or to one of them or that it will be indebted to them or to one of them in the future by a contract existing at the time of the service of the said garnishment, or that it is liable to them or to one of them under a contract existing for the delivery of personal property or for the payment of money which may be discharged by the delivery of personal property or which is payable in personal property, or ~~that it has in its possession or under its control money or effects~~ belonging to the said Defendants or to one of them and that he believes that the said garnishee is indebted to the said Defendant, C. E. Shriner, under the policies recited in and described in said answer and that there is a liability on the part of the said garnishee under the said policies and that the provisions of the said policies have not been violated by the assured C. E. Shriner.

*W. C. Beebe*

Sworn to and subscribed before me on this the 18th.,  
day of April, 1930.

L. T. RHODES,  
Plaintiff,

vs

C. E. SHRINER and M. S.  
HOLLY, a co-partnership  
doing business under the  
name of C. E. Shriner,  
Defendants.  
Aetna Insurance Company,  
Garnishee.

IN THE CIRCUIT COURT OF  
  
BALDWIN COUNTY, ALABAMA.

Before me, the undersigned official in and for said State and County, this day personally appeared W. C. Beebe, who is known to me and who being by me duly sworn deposes and says that he is of counsel for L. T. Rhodes, Plaintiff in the above styled cause, and that he believes the answer of the Aetna Insurance Company, garnishee in the said cause is untrue; that he believes that the said garnishee is indebted to the said Defendants or to one of them or that it will be indebted to them or to one of them in the future by a contract existing at the time of the service of the said garnishment, or that it is liable to them or to one of them under a contract existing for the delivery of personal property or for the payment of money which may be discharged by the delivery of personal property or which is payable in personal property, or ~~that it has in its possession or under its control money or effects~~ belonging to the said Defendants or to one of them and that he believes that the said garnishee is indebted to the said Defendant, C. E. Shriner, under the policies recited in and described in said answer and that there is a liability on the part of the said garnishee under the said policies and that the provisions of the said policies have not been violated by the assured C. E. Shriner.

*W C Beebe*

Sworn to and subscribed before me on this the 18th.,  
day of April, 1930.

L. T. RHODES, Plaintiff,

:

IN THE CIRCUIT COURT OF

VS.

BALDWIN COUNTY, ALABAMA.

:

C. E. SHRINER and M. S. HOLLY,  
a copartnership doing business  
under the name of C. E. Shriner,  
Aetna Insurance Company, Defendants

Garnishee.

Comes the garnishee, Aetna Insurance Company and for answer to the writ of garnishment issued in this cause, says:

1. At the time of the service of this writ of garnishment and at the time of making this answer, and at all times intervening the service of the writ and the making of this answer this garnishee is not indebted to the defendants or to either of them, and it will not be indebted to them or either of them in the future by a contract then existing, nor is it liable to either of them under an existing contract for the delivery of personal property or for the payment of money which may be discharged by the delivery of personal property or which is payable in personal property, and it has in its possession and under its control no money or effects belonging to the defendants, or either of them.

The garnishee, states, however, that on April 29th, 1929, it issued a policy of insurance in the

for the sum of \$2500.00, covering stock of general merchandise, and that this stock of merchandise is alleged to have been damaged or destroyed by fire. Garnishee states, however, that there is no liability under said policy because of violations of the policy provisions by the assured, the assured in said policy being C. E. Shriner.

Having answered fully, the garnishee prays that it be discharged with its reasonable costs in its behalf incurred.

AETNA INSURANCE CO. Garnishee

BY

A. M. Lawrence Agent.  
Attys. For Garnishee.

William Allen

STATE OF ALABAMA:

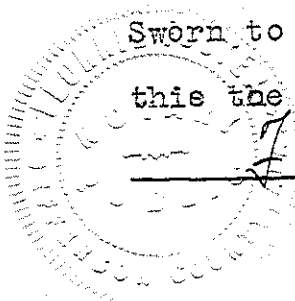
JEFFERSON COUNTY:

Personally appeared before me, Florrie Foster, a Notary Public in and for said County, in said State, J. M. LAWRENCE, who, being by me first duly sworn, deposes and says that he is the agent of the garnishee, with knowledge of the facts and that the facts set forth in the foregoing answer are true and correct.

Sworn to and subscribed before me,

this the 27 day of Feb., 1930.

Florrie Foster  
Notary Public.



RECORDED

L. T. RHODES, Plaintiff,

VS.

C. E. SHRINER and M. S. HOLLY, a  
partnership doing business  
under the name of C.E.  
Shriner,

Defendants.  
AETNA INSURANCE COMPANY,  
Garnishee.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALA.

ANSWER OF GARNISHEE.

*Filed February 28/1930*  
*J. M. H. Stewart*  
*Attorney*

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



Exhibit I-6  
L.M.T.

L. T. RHODES,  
Plaintiff.

IN THE CIRCUIT COURT OF

vs

BALDWIN COUNTY, ALABAMA.

C. E. SHRINER and M. S.  
HOLLY, a co-partnership  
doing business under the  
name of C. E. Shriner,  
Defendants  
Home Insurance Company,  
Garnishee.

Before me, the undersigned official in and for said State and County, this day personally appeared W. C. Beebe, who is known to me and who being by me duly sworn deposes and says that he is of counsel for L. T. Rhodes, Plaintiff in the above styled cause, and that he believes the answer of the Home Insurance Company, garnishee, in the said cause, is untrue; that he believes that the said garnishee is indebted to the said Defendants or to one of them or that it will be indebted to them or to one of them in the future by a contract existing at the time of the service of the said garnishment, or that it is liable to them or to one of them under a contract existing for the delivery of personal property or for the payment of money which may be discharged by the delivery of personal property or which is payable in personal property, or that it has in its possession or under its control money or effects ~~belonging to the said Defendants or to one of them and that he~~ believes that the said garnishee is indebted to the said Defendant, C. E. Shriner, under the policies recited in and described in said answer and that there is a liability on the part of the said garnishee under the said policies and that the provisions of the said policies have not been violated by the assured C. E. Shriner.

Sworn to and subscribed before me on this the 18th.,  
day of April, 1930.

W. C. Beebe  
J. M. Rice

L. T. RHODES, Plaintiff,

:

VS.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

:

C. E. SHRINER and M. S.  
HOLLY, a co-partnership doing  
business under the name of C. E.  
Shriner, Defendants,  
Home Insurance Company,  
Garnishee.

:

Comes the garnishee, Home Insurance Company, and for  
answer to the writ of garnishment issued in this cause says:

1. At the time of the service of this writ of garnish-  
ment and at the time of making this answer, and at all times  
intervening the service of the writ and the making of this answer  
this garnishee is not indebted to the defendants or to either of  
them, and it will not be indebted to them or either of them in  
the future by a contract then existing, nor is it liable to either  
of them under an existing contract for the delivery of personal  
property or for the payment of money which may be discharged by  
the delivery of personal property or which is payable in personal  
property, and it has in its possession and under its control no  
money or effects belonging to the defendants, or either of them.

The garnishee states, however, that on October 23rd, 1928,  
and May 5th, 1929, it issued policies of insurance in the Home  
Insurance Company for the sum of \$1,000.00 and \$2500.00, respectively,  
covering stock of general merchandise, and that this stock of mer-  
chandise is alleged to have been damaged or destroyed by fire.  
Garnishee states, however, that there is no liability under said  
policies because of violations of the policy provisions by the  
assured, the assured in said policies being C. E. Shriner.

Having answered fully, the garnishee prays that it be  
discharged with its reasonable costs in its behalf incurred.

HOME INSURANCE COMPANY, Garnishee

BY

J. M. Lawrence  
Its Agent.

Coleman Coleman & Stewart  
Attorneys for Garnishee.

STATE OF ALABAMA :

JEFFERSON COUNTY :

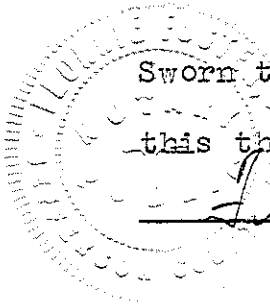
Personally appeared before me, Florrie Foster, a Notary Public in and for said County, in said State, J. M. LAWRENCE, who, being by me first duly sworn, deposes and says that he is the agent of the garnishee, with knowledge of the facts and that the facts set forth in the foregoing answer are true and correct.

J. M. Lawrence

Sworn to and subscribed before me,

this the 27 day of Feb., 1930.

Florrie Foster  
Notary Public.



RECORDED

---

L. T. RHODES, Plaintiff,

VS.

C. E. SHRINER and M. S. HOLLY,  
a co-partnership doing  
business under the name of  
C. E. Shriner, Defendants,  
Home Insurance Company,  
Garnishee.

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IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALA.

---

ANSWER OF GARNISHEE.

---

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

STATE OF ALABAMA,)

BALDWIN COUNTY.)

IN THE CIRCUIT COURT.

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

WHEREAS, L. T. Rhodes has commenced suit by Summons and Complaint returnable to the next term of the Circuit Court of said County, against C. E. Shriner and M. S. Holly, co-partners doing business under the name of C. E. Shriner, and C. E. Shriner and M. S. Holly, individually, for the sum of Eighteen Hundred Fifty-six and 86/100 Dollars and whereas, the said L. T. Rhodes has entered into bond, and made affidavit as required by law that the said C. E. Shrin and M. S. Holly, co-partners doing business under the name of C. E. Shriner, and C. E. Shriner and M. S. Holly, individually, are indebted to

L. T. Rhodes in the sum of Eighteen Hundred Fifty-six and 86/100, Dollars, and that process of garnishment is believed to be necessary to obtain satisfaction of such judgment as may be recovered by Plaintiff, and that the Aetna Insurance Company, Ltd., is believed to be chargeable as garnishee in the cause.

YOU ARE THEREFORE, commanded to summon the said Aetna Insurance Company, Ltd., to be and appear at the Circuit Court of Baldwin County, Alabama, at the place of holding the same, within thirty days from the service of this writ, then and there to answer, upon oath, whether, at the time of the service of this garnishment, or at the time of making its answers, or at any time intervening between the time of serving the garnishment and making the answer, it is indebted to the defendants or to either of them and whether, it will not be indebted to them or to either of them

in the future by a contract then existing, and whether by a contract then existing it is liable to them or to either of them for the delivery of personal property, or for the payment of money which may be discharged by the delivery of personal property or which is payable in personal property, and whether it has not in its possession or under its control money or effects belonging to the defendants or to either of them.

WITNESS my hand this 20 day of Nov, 1929.

J. W. [Signature]  
Clerk

WRIT OF GARNISHMENT

OF

AETNA INSURANCE COMPANY  
A Corporation.

L. T. RHODES,  
Plaintiff,

v s

C. E. SHRINER, et al,  
Defendants.

AETNA INSURANCE COMPANY,  
A Corporation, et al  
Garnishee.

Issued and filed this  
20th day of November, 1929.

*W. H. Thompson*  
Clerk.

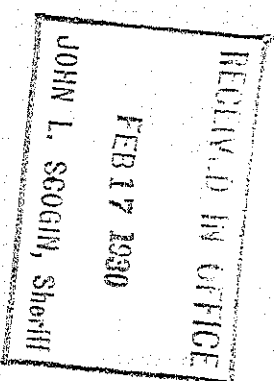
*Served on W. H. Thompson*

I have this day executed the within writ of Garnishment on the Aetna Insurance Company, a corporation, by leaving copy of same with G. H. Thigpen, as Insurance Commissioner of the State of Alabama, the true and lawful attorney authorized and designated upon whom all lawful process against Aetna Insurance Company may be served

This the 19 day of February, 1930.

*John L. Seogin*  
*Sellers*

BREBBE & HALL,  
LAWYERS  
BAY MINETTE, ALABAMA



999

L. T. RHODES,  
Plaintiff,

vs

C. E. SHRINER and M. S.  
HOLLY, a co-partnership  
doing business under the  
name of C. E. Shriner,  
Defendants,  
Providence Washington  
Insurance Company,  
Garnishee.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

Before me, the undersigned official in and for said State and County, this day personally appeared W. C. Beebe, who is known to me and who being by me duly sworn deposes and says that he is of counsel for L. T. Rhodes, Plaintiff in the above styled cause, and that he believes the answer of the Providence Washington Insurance Company, garnishee in the said cause, is untrue; that he believes that the said garnishee is indebted to the said Defendants or to one of them or that it will be indebted to them or to one of them in the future by a contract existing at the time of the service of the said garnishment, or that it is liable to them or to one of them under a contract existing for the delivery of personal property or for the payment of money which may be discharged by the delivery of personal property or which is payable in personal property; or that it has in its possession or under its control money or effects belonging to the said Defendants or to one of them and that he believes that the said garnishee is indebted to the said Defendant, C. E. Shriner, under the policies recited in and described in said answer and that there is a liability on the part of the said garnishee under the said policies and that the provisions of the said policies have not been violated by the assured C. E. Shriner.

*W. C. Beebe*

Sworn to and subscribed before me on this the 18th.,  
day of April, 1930.

*T. W. Richardson*



AMINA INSURANCE COMPANY,  
a corporation,  
Complainant,

VS.

C. E. SHRINER ET AL.,  
Respondents.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

IN EQUITY.

NO. 998.

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 3 (E), and amendment to original bill filed January 10, 1934, and for grounds thereof set out the following:

1. They refile all demurrers heretofore filed to the original bill, November 30, 1931.
2. They refile the demurrers heretofore filed in this cause on August 18, 1933.
3. Further specifically demurring to the amendment to the original bill filed January 10, 1934, and to each Count thereof, separately and severally, they set out the following:
  - (a) That it is not alleged that said insurance was procured by the respondent, C. E. Shriner.
  - (b) That it is not alleged that the respondent, C. E. Shriner, made any other contract of insurance.
  - (c) That it is not alleged, but that the said C. E. Shriner had the right to secure additional insurance.
  - (d) That it is not alleged that any additional insurance was procured by or at the request of C. E. Shriner.
4. And without waiving the foregoing demurrers, but insisting upon the same, the respondents, answering complainant's original complaint and the amendments thereto, say:

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

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

5. Further specifically answering the allegations contained in the amendment to the original bill filed March 6, 1933, designated as Paragraph 5 (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 trans-~~ actions, 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.

STATE OF ALABAMA )

BALDWIN COUNTY )

Before me, W. C. Beebe a Notary Public in and for said County, in said State, personally appeared L. T. Rhodes who, being duly sworn, doth depose and say that C. E. Shriner and M. S. Holly, co-partners doing business under the name of "C. E. Shriner", and C. E. Shriner and M. S. Holly, individually, are indebted to L. T. Rhodes in the sum of Eighteen Hundred Fifty-Six and 88/100 Dollars and that L. T. Rhodes has commenced a suit by summons and complaint on said indebtedness against the said C. E. Shriner and M. S. Holly, co-partners doing business under the name of C. E. Shriner, and C. E. Shriner and M. S. Holly, individually, and that the Home Insurance Company, a corporation, the Aetna Insurance Company, Ltd., and the Providence Washington Insurance Company, a corporation, are supposed to be indebted to the said Defendants, C. E. Shriner and M. S. Holly, doing business under the name of C. E. Shriner, and C. E. Shriner and M. S. Holly, individually, or to have effects of the said Defendants in their possession, or under their control, and that he believes that process of garnishment against the said Home Insurance Company, a corporation, the Aetna Insurance Company, Ltd., and the Providence Washington Insurance Company, a corporation, is necessary to obtain satisfaction of said claim; and that the said Home Insurance Company, the Aetna Insurance Company, Ltd., and the Providence Washington Insurance Company are believed to be chargeable as garnishee in said cause, and that this writ is not sued out for the purpose of vexing or harrassing said Defendants, or other improper motives.

L. T. Rhodes

Sworn to and subscribed before me on this the

16th day of November, 1929.

W C Beebe  
Notary Public,  
Baldwin County, Alabama.



AFFIDAVIT OF GARNISHMENT

L. F. RHODES

VS

C. H. SHIRNER, ET AL.

Filed  
1929.

*see*

day of November,

*Wm. B. Williams*

Clerk.

BEER & HALL  
LAWYERS  
BAY MINETTE, ALABAMA

STATE OF ALABAMA

BALDWIN COUNTY

IN THE CIRCUIT COURT.

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

WHEREAS, L. T. Rhodes has commenced suit by Summons and Complaint returnable to the next term of the Circuit Court of said County, against C. E. Shriner and M. S. Holly, co-partners doing business under the name of C. E. Shriner, and C. E. Shriner and M. S. Holly, individually, for the sum of Eighteen Hundred Fifty-Six and 88/100 Dollars and whereas, the said L. T. Rhodes has entered into bond, and made affidavit as required by law that the said C. E. Shriner and M. S. Holly, co-partners doing business under the name of C. E.

Shriner, and C. E. Shriner and M. S. Holly, individually, are indebted to L. T. Rhodes in the sum of Eighteen Hundred Fifty-Six and 88/100 Dollars, and that process of garnishment is believed to be necessary to obtain satisfaction of such judgment as may be recovered by Plaintiff, and that the Home Insurance Company, a corporation, is believed to be chargeable as garnishee in the cause.

YOU ARE THEREFORE, commanded to summon the said Home Insurance Company, a corporation, to be and appear before the Circuit Court of Baldwin County, Alabama, at the place of holding the same, within thirty days from the service of this writ, then and there to answer, upon oath, whether, at the time of the service of this garnishment, or at the time of making its answer, or at any time intervening between the time of serving the garnishment and making the answer, it is indebted to the defendants or to either of them and whether, it will not be indebted to them or to either of them in the future by a contract then existing, and whether by a contract then existing it is liable to them or to either of them for the delivery of personal property, or for the payment of money which may be discharged by the delivery of personal property or which is

payable in personal property, and whether it has not in its possession or under its control money or effects belonging to the defendants or to either of them.

WITNESS my hand this 20 day of Nov, 1929.

T. W. Richardson  
Clerk.



WRIT OF GARNISHMENT

ON

HOME INSURANCE COMPANY

L. T. RHODES,  
Plaintiff,

VS

C. E. SHRINER, et al,  
Defendants,

HOME INSURANCE COMPANY  
ET AL, Garnishees.

ISSUED and filed this  
November 20th, 1929.

*J. M. McLean*  
Clerk.

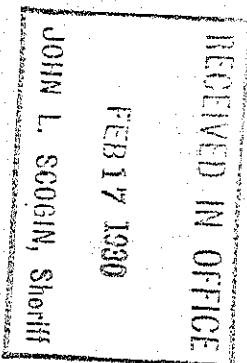
*Served on H. H. McLean  
at his office*

BEEBIE & HALL  
LAWYERS  
BAY MINETTE, ALABAMA

I have this day executed the within writ of Garnishment on the Home Insurance Company, a corporation, by leaving copy of same with G. H. Thigpen, as Insurance Commissioner of the State of Alabama, the true and lawful attorney authorized and designated upon whom all lawful process against Home Insurance Company may be served.

This the 19 day of February, 1930.

*John L. Scogin*  
*Deputy*



L. P. RHODES,  
Plaintiff,

vs


C. E. SHRINER and  
M. S. HOLLY, co-partners  
doing business under the  
name of "C. E. Shriner"  
and C. E. Shriner and M.  
S. Holly, individually.  
Defendants.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

You are hereby commanded to notify C. E. Shriner and  
M. S. Holly, co-partners doing business under the name of "C. E.  
Shriner", and C. E. Shriner and M. S. Holly, individually, Defendants  
in the above styled cause, that a writ of garnishment was this day  
executed from this Court to Home Insurance Company, a corporation,  
the Aetna Life Insurance Company, Ltd., and the Providence Washing  
Insurance Company, a Corporation, as garnishees for the sum of  
Eighteen Hundred Fifty-Six and 88/100 Dollars, debt and damages and  
costs expended in said cause.

WITNESS my hand this 20<sup>th</sup> day of November, 1929.

  
Clerk of the Circuit Court of  
Baldwin County, Alabama.

J. G. Rumble  
D. B. Rumble

Recd Nov 20/529  
D. B. Rumble  
Dec 27

Home Copy on  
Miss. H. H. H. H.  
D. B. Rumble  
D. B. Rumble

BEEBE & HALL  
LAWYERS  
BAY MINETTE, ALABAMA

EXECUTED BY SHERIFF  
IN BODY OF THIS WRIT IN  
M. S. Hally  
Jan 13, 1930  
J. G. Rumble  
SHERIFF, MONTGOMERY COUNTY.  
RE  
D. B. Rumble  
D. B. Rumble