

JAN 16 1936

28

THE STATE OF ALABAMA - - - JUDICIAL DEPARTMENT

THE SUPREME COURT OF ALABAMA

OCTOBER TERM, 1935-36.

1 Div. 890.

H. C. Dreis

v.

Farmers and Merchants Bank of Foley,
Appeal from Baldwin Circuit Court.

BOULDIN, JUSTICE.

The action is for the recovery of the balance alleged to be due for certain corporate stock sold, or contracted to be sold, by plaintiff to defendant, as per written contract in the form of a letter which appears in the report of the case.

Plaintiff's case, as presented in pleading and proof, was in substance this:

2.

James T. Dumas was indebted to Farmers and Merchants Bank of Foley in the sum of \$7500.00, for which the Bank held as collateral security stock in the Foley Hotel Company, of the par value of \$15,000.00.

H. C. Dreis, defendant, was a director of the Bank and also of the Hotel Company. In a meeting of the directors of the Bank, Mr. Dreis being present, the following action was had:

"In the matter of the Dumas loan, the Vice-President and Cashier was instructed to close this out with Mr. Dreis by a sale of the \$15,000.00 in stock of Foley Hotel Co., held by us as security for \$50.00 per share, take a letter from Mr. Dreis guaranteeing payment of this amount at 5% interest and principal within the next 12 months, we to carry in stock and bond account for him until the stock is taken up."

Thereupon the Bank negotiated an absolute purchase of the stock from Mr. Dumas for \$7500.00, whereupon Mr. Dreis wrote the letter above-noted, and the proceeds of the stock were credited on the Dumas indebtedness.

Thereafter the defendant made partial payments on the principal and interest due on the contract price of the stock.

Defendant pleaded the general issue, and a special plea charging fraud in the procurement of the letter -- misrepresentation of its contents, relied upon by defendant, and induced to sign without reading.

The evidence was in conflict on this issue of fraud, and also on the question of payments intended by defendant to be applied on this transaction.

The cause was tried by the court on oral testimony without a jury. No good ground to disturb the finding on such issues appears.

3.

The complaint set out with much detail the entire transaction. It averred that the Bank gave notice to the Hotel Company of the original assignment or transfer of the stock in such company as collateral security. In making proof of such notice, it developed that same was given in writing. Objection was interposed to secondary evidence on the ground that the writing was the best evidence, and no predicate laid for secondary evidence.

Apart from any question of this being a collateral matter, or touching a temporary document not presumed to have been preserved after its purpose was accomplished, the averment of the complaint was proved without dispute by a letter from the Hotel Company to the Bank, acknowledging such notice and stating the transfer had been entered on the books of the corporation as requested. In no event was defendant injured by the evidence to which objection was interposed.

The complaint further averred the stock had no market value, and the Bank was unable to dispose of it. This averment seems to have proceeded on the theory that the measure of damages for breach of the contract of purchase by Mr. Dreis was the difference between market value at the time of the breach and the price to be paid. The evidence on this point was that the Bank had made no effort to dispose of the stock. The evidence of no market value was meager, but in connection with evidence that the corporate property had been sold under mortgage, presumably after this transaction, was not wholly wanting.

4.

We regard this averment touching the market value of the stock as surplusage and wholly immaterial to the right of action here presented.

Under plaintiff's case presented by pleading and proof the Bank took over the stock under and pursuant to defendant's agreement to purchase same: "We (the Bank) to carry in stock and bond account for him until the stock is taken up." Time was given and extended to take it up. Payments, according to plaintiff, were made thereon. This status constituted defendant a debtor to the Bank for the price of the stock, the same being held for him, subject to usual banker's lien. The Bank had the duty to hold the stock ready to turn over on payment of the price, unless it elected to enforce such lien in lawful manner after default on the part of the defendant. A lack of evidence as to market value of the stock did not go to any substantial right of defendant. - Rule 45, Supreme Court Practice.

The complaint further disclosed that the Farmers and Merchants Bank of Foley failed, went into liquidation under the banking laws of the State, and was reorganized, and resumed business as reorganized, taking title to the assets, including this demand.

The record of all these matters was not offered in evidence, but by numerous references in the testimony it sufficiently appears all this transpired. The purpose of such averments was to show how the present plaintiff, the reorganized Bank, succeeded to the ownership of the demand. In the absence of anything to the contrary, the evidence was sufficient to prove

5.

the substantial averments in this regard, although the full details were not given.

The trial court will not be held in error for lack of evidence on the issues presented.

Affirmed.

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

THE STATE OF ALABAMA—JUDICIAL DEPARTMENT

THE SUPREME COURT OF ALABAMA

1st Div., No. 890

H. C. Dreier

, Appellant,

vs.

Fanner + Merchants Bank of Foley

, Appellee,

From

Baldwin

Circuit Court.

The State of Alabama,
City and County of Montgomery. }

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

Witness, Robert F. Ligon, Clerk of the Supreme
Court of Alabama, at the Capitol, this the

17th day of January, 1936

Robert F. Ligon
Clerk of the Supreme Court of Alabama.

FARMERS & MERCHANTS BANK
OF FOLEY, a Corporation,
Plaintiff,

-VS-

H. C. DREIS,

Defendant.

IN THE CIRCUIT COURT-LAW SIDE

STATE OF ALABAMA

BALDWIN COUNTY.

Comes the Defendant and demurs to the Complaint in this cause filed, and to each and every count thereof, separately and severally, and as grounds therefor says:-

1st. That said Complaint does not state a cause of action.

Attorneys for Defendant.

2
20
Circuit
RECORDED
424
DEMURRER.

FARMERS & MERCHANTS BANK
OF FOLEY, a Corporation,

Plaintiff,

-vs-

H. C. DREIS,

Defendant.

IN THE CIRCUIT COURT-LAW SIDE
STATE OF ALABAMA
BALDWIN COUNTY.

Filed March 15th, 1934

W. A. Stone
Clerk.

LAW OFFICES
HYBART, HEARD
& CHASON
BAY MINETTE, ALABAMA

FARMERS & MERCHANTS BANK
OF FOLEY,

Plaintiff,

-vs-

H. C. DREIS,

Defendant.

IN THE CIRCUIT COURT--AT LAW
STATE OF ALABAMA
BALDWIN COUNTY.

We, the undersigned, hereby acknowledge ourselves as security for costs in the Appeal by the Defendant, H. C. Dreis, to the Court of Appeals of Alabama, from the Judgment of the Circuit Court of Baldwin County, Alabama, rendered in this cause.

Dated this 2nd day of July, 1935.

J. C. Brown
L. D. Quinn

Approved.
July 2, 1935
Robert L. Duncanson
Clerk

THE STATE OF ALABAMA—JUDICIAL DEPARTMENT

THE SUPREME COURT OF ALABAMA

October Term, 192³⁵-6

To the Clerk of the Circuit Court
of Baldwin County—Greeting:

Whereas, the Record and Proceedings of the Circuit Court
of said county, in a certain cause lately pending in said Court between
H. C. Dreis, Appellant,
and
Farmers & Merchants Bank of Foley, Appellee,
wherein by said Court, at the 192³⁵ Term, 1925, it was considered
adversely to said appellant, were brought before our Supreme Court, by appeal taken, pursuant
to law, on behalf of said appellant:

NOW, IT IS HEREBY CERTIFIED, That it was thereupon considered by our Supreme Court, on
the 16th day of January, 192³⁶, that said
judgment of said Circuit Court be in all things affirmed,
and that it was further considered that the appellant, and J. C. Burns
and L. D. Owens, sureties on
the appeal bond, pay

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

Witness, Robert F. Ligon, Clerk of the Supreme

Court of Alabama, at the Capitol, this the 17th
day of January, 192³⁶

Robert F. Ligon
Clerk of the Supreme Court of Alabama.

The State of Alabama {

Baldwin County--Circuit Court }

TO ANY SHERIFF OF THE STATE OF ALABAMA--GREETING:

Whereas, at a Term of the Circuit Court of Baldwin County, held on the 19th
 day of Monday ~~in~~ February 193 5
 in a certain cause in said Court wherein Farmers & Merchants Bank of Foley,
a corporation, Plaintiff, and H.C.Dreis
H.C.Dreis Defendant, a judgment was rendered against said
H.C.Dreis
 to reverse which Judgment the said H. C. Dreis
 ha on this day applied for and obtained from this office an APPEAL, returnable to the
FALL Term of our Court of Appeals ~~Supreme~~ Court of the State of Alabama, to
 be held at Montgomery, on the 1st day of October, 193 5 next,
 and the necessary bond having been given by the said H. C. Dreis
 with J. C. Burns, and
L. D. Owen sureties,

Now, You Are Hereby Commanded, without delay, to cite the said
Farmers & Merchants Bank of Foley, a Corporation
 or Lloyd A. Magney attorney, to appear at the
FALL Term of our said Supreme Court, to defend against the said
 Appeal, if he thinks proper.

Robert S. Duck,
 WITNESS, ~~XXXXXXXXXX~~ Clerk of the Circuit Court of said County, this 13th
 day of July, A. D., 193 5

Attest:

Robert S. Duck Clerk.

FARMERS & MERCHANTS BANK
OF FOLEY,

Plaintiff,

-VS-

H. C. DREIS,

Defendant.

IN THE CIRCUIT COURT-LAW SIDE

STATE OF ALABAMA

BALDWIN COUNTY.

Now comes the Defendant and for plea to the Complaint
says:-

FIRST:

Non-assumpsit.

SECOND:

That he denies the allegations of the Complaint.

THIRD:

That the instrument which is the basis of the suit in this case, and which it is alleged that the Defendant executed, was obtained by fraud in this:- That at the time that he signed the said instrument he was of the opinion that he was signing a statement as to the value of said stock, to be used by the Bank Examiner; that he stated to H. L. McLain, Cashier and Vice-President of said Bank, shortly prior to the time that he signed said agreement set forth in the Complaint that he would sign a statement for the use of the Bank as to the value of the stock of the Foley Hotel Company. That shortly after this statement the said Cashier and Vice-President of said Bank tendered to him said agreement, which is set out in the Complaint, representing to him at the same time that it was only a statement as to the value of the stock, and having confidence in said Cashier and Vice-President of said Bank he signed said agreement, a copy of which is set out in said Complaint, without reading the same, and under the impression that he was only making a statement as to the value of the stock in said Hotel Company. That under no condition would he have bound himself to have purchased said stock.

Hypert, Heard & Hesser

J. W. RANDALL, PRESIDENT

V. F. GAAR, VICE PRESIDENT

H. L. MCCAIN, CASHIER

FARMERS & MERCHANTS BANK

DIRECTORS

CAPITAL \$40,000

V. C. GAAR
P. J. COONEY
J. W. RANDALL
A. N. HAYSLODEN
E. C. MEREDITH JR.
H. L. MCCAIN
D. Z. GROVE

Ex 5
MRJ
FOLEY, ALA.,

August 20, 1928.

Farmers & Merchants Bank,

Foley, Ala.

Gentlemen:-

Your notice advising us that you hold as collateral security for debt certificates Nos. 16-17 & 18 for fifty shares each of the capital stock in the Foley Hotel Company standing in the name of Jas. T. Dynas is received, and proper notation has been made upon our books. This Company has no claim against this stock and no other pledge of this stock is noted on our books.

Foley Hotel Company,

By


President.

SEAL

FARMERS & MERCHANTS BANK OF FOLEY,
A Corporation,

Plaintiff,

-VS-

H. C. DREIS,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
AT LAW.

Now comes the defendant and files this his demurrer to the complaint in the aforesaid cause and assigns as grounds therefor:

1. That said complaint does not state a cause of action.
2. That there appears to be no consideration for the alleged agreement of February 8, 1930.
3. That it affirmatively appears that the legal title to said alleged stock is still in James T. Dumas and The James T. Dumas Drug Company.
4. It affirmatively appears that the alleged stock has never been properly assigned to the defendant.
5. It affirmatively appears that said stock has never been assigned as required by Section 6995 of the Code of 1923.
6. It affirmatively appears that said stock has not been transferred as required by law.
7. It does not appears by what authority James T. Dumas can orally agree that said stock which belonged to The James T. Dumas Drug Company should become the property of the plaintiff.
8. It does not affirmatively appear what connection the said James T. Dumas had with The James T. Dumas Drug Company, or by what authority he could bind it.

9. It affirmatively appears from the complaint that no account existed, or exists, between the plaintiff and the defendant.

10. That for aught appearing the said Farmers & Merchants Bank of Foley Alabama is still the owner of said stock.

11. It affirmatively appears that the Farmers & Merchants Bank of Foley has not surrendered said stock to said Hotel Company and had stock in lieu thereof issued to said defendant.

12. It does not appear that the said Farmers & Merchants Bank of Foley, Alabama, has caused said stock to be transferred to the defendant.

13. From aught appearing, the plaintiff has not been damaged.

14. It affirmatively appears that said plaintiff is still claiming to own said stock.

15. It affirmatively appears that said plaintiff owns said stock.

as this is a day of action in this case - an action on account is joined with an exception for the purpose of the hotel in said court
That said complaint - shows on
By Mr. Heard & Person
Attorneys for Defendant.

7
ORIGINAL. RECORDED
J. J. Cook
FARMERS & MERCHANTS BANK OF
FOLLY, A corporation,
Plaintiff.

VS.

H. C. Dreis,
Defendant.

IN THE CIRCUIT COURT OF BALDWIN
COUNTY, ALABAMA. AT LAW.

DEMURRER TO BILL OF COMPLAINT

Filed 13 day of Aug. 1934.

J. J. Cook
Clerk.

C. L. HYBART
ATTORNEY AT LAW
MONROEVILLE, ALA.

Ex 6 mlt
Minutes of directors meeting held January 29th.1930.
and Jan. 22nd. 1930.

The meeting of the newly elected board of directors of the farmers & merchants Bank, was called to order by Pres. V.F.Gaar immediately following the adjourned Stockholders meeting of this date. The following newly elected directors were present at said meeting;

H.L.McCain, V.F.Gaar, Mrs.W.A.Stoddard, Geo. Holk, D.Z.Grove & H.C.Dreis.

nomination

A motion was made by D.Z.Grove and seconded by Geo.Holk that V.F.Gaar serve as Pres. H.L.McCain as Vice-Pres. & Cashier and E.F.Sanders as Asst.Cashier. By a vote of the directors the above were duly elected as officers to serve for the year 1930. Gus Schultz and Lucile Anderson to be retained for the year 1930, and Herbert Crandall for the time being.

Salaries for the above employees were set as follows;

H.L.McCain	\$4,000.
E.F.Sanders	1,800.
Gus Schultz	1,122.
Lucile Anderson	1,122.
H.Crandall	75.00 per month.

The time of the regular monthly meeting was changed to 2:30 O'clock on the third Wednesday of each month in place of 3:30 P.M. on the third Wednesday.

In the matter of the Dumas Loan., the Vice-Pres. and Cashier was instructed to close this out with Mr.Dreis by a sale of the \$15,000. in stock of Foley Hotel Co., held by us as security for \$50. per shares, take a letter from Mr.Dreis guaranteeing payment of this amount at 5% interest and principle within the next 12 months, we to carry in stock and bond account for him until the stock is taken up.

A complete profit and loss statemtn of the past years business was read and discussed at this meeting, the report showing total amount of earnings, expenses and bad loans charged off during year.

The Vice-Pres. & Cashier was instructed to get in touch with Mr.Rich regarding the Alabama Summit Nursery Company loan, also, to write to Mr. Miller, Pres. of the Summit Nursery Company that we expect payment of their note. The Vice-Pres. & Cashier was also instructed to close out the loan of Mrs.A.N.Hayselden by taking a deed, if the property is sold within 6 months then the amount of the plus all

FARMERS & MERCHANTS BANK OF
FOLEY, ALABAMA.

VS.

H. C. DRIESS.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

AT LAW.

Now comes the defendant in the aforesaid cause and
moves the Court for a new trial and assigns as grounds therefor:

1. That the judgment of the Court is contrary to the
evidence.

2. That the judgment of the court was contrary to
the law.

3. That the verdict of the Court was contrary to
the evidence.

4. That the verdict of the Court was contrary to the
law.

This February 15th., 1935.

C. L. St. Louis
Attorney's for Defendant.

TO: HON. LLOYD MAGNEY,
Attorney for Plaintiff.

*The above and foregoing motion
coming on to be heard and being understood
by the Court, the same is ordered overruled
and denied -*

This Feb. 19, 1935 -

J. W. Hare
Judge

*Filed February 21, 1935
Robert A. Decker*

V. F. GAAR, PRESIDENT

H. L. MCCAIN, VICE-PRES. & CASHIER

E. F. SANDERS, ASSISTANT CASHIER

V. F. GAAR, VICE-PRESIDENT

H. L. MCCAIN, CASHIER

FARMERS & MERCHANTS BANK

CAPITAL \$40,000

DIRECTORS

V. F. GAAR
D. Z. GROVE
GEORGE HOLK
H. L. MCCAIN
MRS. W. A. STODDARD

DIRECTORS
V. F. GAAR
D. Z. GROVE
J. W. RANDALL
A. W. HAYES
H. L. MCCAIN
D. Z. GROVE

FOLEY, ALA.

Feb. 8th. 1930.

Farmers & Merchants Bank,

Foley, Ala.

Gentlemen:-

I understand that you hold as security to loans of Jas. T. Dumas Drug Company and of Jas. T. Dumas 150 shares of stock in the Foley Hotel Company represented by certificates Nos. 16-17 & 18 for 50 shares each.

I hereby agree to purchase from you the above described stock with the next twelve months from Feb. 8th. 1930 to Feb. 8th. 1931., for the sum of \$7500.00 and to pay cash for said stock plus accrued interest on the purchase price of \$7500.00 up to date of redemption of Stock, the amount of interest to be paid is 5% from date of this letter.

You may hold this letter or instrument as my guarantee to take up the above described stock within the next 12 months at \$7500. plus accrued interest of 5% from date of this instrument.

In Witness Whereof, I have hereunto set my hand and seal on this 8th. day of Feb. 1930.

H. L. McCain

Witness

Leeville Anderson

STATE OF ALABAMA)
BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA:-

You are hereby commanded to summon H. C. Dreis to appear within thirty (30) days from the service of this writ in the Circuit Court, to be held for said County at the place of holding the same, then and there to answer the Complaint of Farmers & Merchants Bank, of Foley, A Corporation.

WITNESS MY HAND this 19th day of February, 1934.

J. A. Stone
clerk.

-000000000-

FARMERS & MERCHANTS BANK OF FOLEY,)
A Corporation,)

Plaintiff,)

-VS-

H. C. DREIS,)

Defendant)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

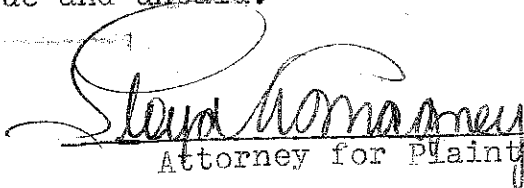
AT LAW

COMPLAINT

Plaintiff claims of the Defendant the sum of FIVE THOUSAND SEVEN HUNDRED SIXTY-TWO & 25/100 (\$5,762.25) DOLLARS with interest thereon from February 8, 1931 as damages for that, on or about the 8th day of February, 1930 Farmers & Merchants Bank of Foley, Alabama was the owner of certain promissory notes executed by James T. Dumas and James T. Dumas Drug Company in the approximate amount of SEVEN THOUSAND FIVE HUNDRED & 00/100 (\$7,500.00) DOLLARS and as security for the indebtedness evidenced by said notes said Farmers & Merchants Bank of Foley held certificates numbered 16, 17 and 18 in Foley Hotel Company, each of said certificates representing fifty (50) shares of capital stock of said Foley Hotel Company so that the total number of shares of capital stock of Foley Hotel Company so held by said Farmers & Merchants Bank of Foley was one hundred fifty (150) shares, which was of the par value of FIFTEEN THOUSAND & 00/100 (\$15,000.00) DOLLARS, said certificates being issued to the said James T. Dumas and by him endorsed in blank and delivered to the Plaintiff to be held as collateral security as aforesaid.

That at the time said original Farmers & Merchants Bank closed its doors the Defendant had on deposit therein the sum of SEVEN HUNDRED THIRTY SEVEN & 75/100 (\$737.75) DOLLARS, which said sum was by the Superintendent of Banks offset against the indebtedness herein sued on and credited said sum upon said indebtedness so that the balance due thereon from the Defendant to the Plaintiff is the sum of FIVE THOUSAND SEVEN HUNDRED SIXTY-TWO & 25/100 (\$5,762.25) DOLLARS together with interest on the sum of SIX THOUSAND FIVE HUNDRED & 00/100 (\$6,500.00) DOLLARS from February 8, 1931 to January 8, 1932 and together with interest on the sum of FIVE THOUSAND SEVEN HUNDRED SIXTY-TWO & 25/100 (\$5,762.25) DOLLARS since January 8, 1932.

That all of said sums are due and unpaid.


Attorney for Plaintiff.

1
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

FARMERS & MERCHANTS BANK
OF FOLEY, A Corporation,
Plaintiff,

-VS-

H. C. DREIS,
Defendant.

COMPLAINT

Filed Feb. 19th 1934
W. A. Stone
Clerk

LLOYD A. MAGNEY
ATTORNEY AT LAW
FOLEY, ALABAMA

28
RECORDED

Executed 23rd February 1934
by a true copy of within Summons and
Complaint on

H. C. Dreis

W. R. Stunt Sheriff

By _____ Deputy Sheriff

(2)

2
28
Circuit
RECORDED
1934
DEMURRER.

FARMERS & MERCHANTS BANK
OF FOLEY, a Corporation,

Plaintiff,

-VS-

H. C. DREIS,

Defendant.

IN THE CIRCUIT COURT-LAW SIDE

STATE OF ALABAMA

BALDWIN COUNTY.

Filed March 15th, 1934

W. O. Stone
Clerk.

LAW OFFICES
HYBART, HEARD
& CHASON
BAY MINETTE, ALABAMA

RECORDED

Duck

8-30-2

The Supreme Court of Alabama.

October Term, 192³⁵⁻⁶

1st Div., No. 890
H. C. Dreis

Appellant,

vs.

Farmers Merchants
Bank of Foley

Appellee.

From Baldwin Circuit Court.

CERTIFICATE OF AFFIRMANCE.

The State of Alabama,

Baldwin County.

} Filed

this 18 day of January 1926

Arthur D. Dyer
Clerk

8
RECORDED
Duch

SECURITY FOR COSTS.

FARMERS & MERCHANTS BANK
OF FOLEY,

Plaintiff,

-vs-

H. C. DREIS,

Defendant.

IN THE CIRCUIT COURT-AT LAW

STATE OF ALABAMA

BALDWIN COUNTY.

Filed July 2, 1935

R. A. Duch
Clerk.

RECORDED

dated July 15 1935
serving copy of within Summons and
return on

L. A. Magney

M. H. Williams Sheriff
C. H. Anderson Deputy Sheriff

RECORDED

Desk Magney

28

CIRCUIT COURT

BALDWIN COUNTY, ALA.

Farmers & Merchants Bank of
Foley, a Corporation

vs. { Citation in Appeal

H. C. Dreis

Issued 13th day of July 1935

Moore Ptg. Co., Bay Minette

Rec'd off
7/13/35
W. H. [unclear]

4
PLEA.

28 civil
RECORDED
Deuch

FARMERS & MERCHANTS BANK OF
FOLEY,

Plaintiff,

-vs-

H. C. DREIS,

Defendant.

IN THE CIRCUIT COURT-LAW SIDE

STATE OF ALABAMA

BALDWIN COUNTY.

Filed February 5th 1935

Robert L. Deuch

clerk.

The Supreme Court of Alabama

October Term, 1935-6

1st Div., No. 890

H. C. Dreis

Appellant,

VS.

Farmers + Merchants

Bank of Foley

Appellee.

From Baldwin Circuit Court.

COPY OF OPINION

RECORDED

7-25-32 By Cash \$1000 ⁰⁰/₁₀₀
Bal Due 6500 ⁰⁰/₁₀₀

6/30 - Int on this Bal Paid up to 2-8-31

Extended for one year

Oct-25th 1932 - Bank Balance HC Due 139 ⁷⁵/₁₀₀

Balance Due - 5762.75 + Interest

RECORDED

Bank

7

~~EXHIBIT~~
Bank
Farmers & Merchants
Bank vs

H. O. Dues

Motion for
New Trial

Overruled

Filed Feb 21, 1935
Robert S. Dues

Motion Overruled

The following new loans and renewals made since the previous meeting were read and on motion duly approved;

Estate of P.J.Cooney	\$1500.00 Re.
Arthur & Geo.Holk	500.00 Re.
George Holk & Arthur Holk	1100.00 Re.
S.Dale Far. Assn.	1000.00 New Loan.
W.D.Stapleton	1000.00 Re.
V.F.Gaar	\$300.00 Re.
#	409.77 Re.
Spalding & Lunsford	1046.00 New paid \$250.
Victor Jurkiewicz up to.	6,000.00 New.
A.H.Mueller	1,650.00 Re.
Joe Krauss, New. Mtg. 120 a/L.	5175.00 Inc. \$1,000.
Geo.Holk	1,000.00 Re.
E.C.Meredith Jr.	4400.00 Re.
Reuben Ard	4500.00 Re.
Summit Nurseries	2000.00 Re..
B.F.Patterson	3800.00 Re.
Foley Mot. Company	2900.00 Pd.\$100.
H.C.Dreis	1000.00 Re.
T.C.Benson	1000.00 Re.
Geo.Holk	2000.00 Re.
Aloys Schneider	1000.00 Inc. \$450.
M.J.& T.G.Moore	1000.00 New
Wm. Sherman	1500.00 New
H.C.Dreis	2100.00 Re.
W.F.Hilcher	1449.24 Re. 30 da.

No other business being presented the meeting on motion adjourned.

Mrs W.A. Stoddard
George Holk
D. E. G...
A.H. McLean

Directors.