

MOTION PICTURE ADVERTISING
SERVICE COMPANY, INC.,
Plaintiff,

vs.

T. J. KLUMPP, individually
and doing business as KLUMPP
MOTOR COMPANY,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

AT LAW.

NO. 49.

RECORDED
INTERROGATORIES PROPOUNDED BY THE DEFENDANT TO
THE PLAINTIFF UNDER ARTICLE 10 OF CHAPTER 290
OF THE ALABAMA CODE OF 1923.

1. Please advise the principal place of business of the Motion Picture Advertising Service Company, Inc.?
2. Please advise if that company is a corporation?
3. Please advise whether or not the Motion Picture Advertising Service Company, Inc., was organized under the laws of the State of Alabama?
4. Please advise if the Motion Picture Advertising Service Company, Inc., has filed with the Secretary of the State of Alabama a certified copy of its Articles of Incorporation?
5. Please advise if the Motion Picture Advertising Service Company, Inc., has filed an instrument of writing under seal and signed officially by the President and Secretary thereof, designating at least one known place of business in the State of Alabama and an authorized agent or agents residing thereat?
6. Please advise if the company has qualified to do business in the State of Alabama, as required by Article 26 of Chapter 274 of the 1923 Code of Alabama?
7. Please state the name of the agent that called on Mr. T. J. Klumpp, and whether or not the agent came over to Fairhope, in Baldwin County, Alabama?

8. Please state whether or not the contract between the Motion Picture Advertising Service Company, Inc., and Mr. Klumpp was oral or in writing? If in writing, please attach a copy to your answer.

9. Please state where the services designated in said contract were to be performed, that is, the name of the theater?

10. Please state the name of the agent of the company who was to see that the terms of the contract were complied with insofar as the company was concerned?

Deebe & Stone
Attorneys for Defendant.

STATE OF ALABAMA.

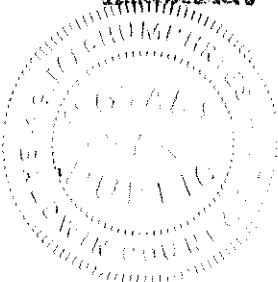
BALDWIN COUNTY.

Before me, the undersigned authority in and for said County and State, personally appeared HUBERT M. HALL, who being duly sworn, says that he is one of the attorneys of record for the defendant in this cause, and that in his opinion true answers to the foregoing interrogatories will be material evidence for the defendant.

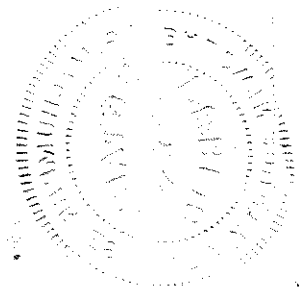
Hubert M. Hall

Sworn to and subscribed before
me on this the 20th day of
July, 1934.

Grace Mumfries
Notary Public, Baldwin County,
Alabama.



July 28-1994
A. Stone
Clerk.



MOTION PICTURE ADVERTISING :
SERVICE COMPANY, INC., :

Plaintiff. :

VS :

T.J.KLUMPP, individually
and doing business as
KLUMPP MOTOR COMPANY. :

Defendant. :

: : : : : : : : : : : :

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

AT LAW.

NO. 49.

UNITED STATES OF AMERICA.
STATE OF LOUISIANA.
PARISH OF ORLEANS.
CITY OF NEW ORLEANS.

-0- -0-

Comes the Plaintiff in the above entitled cause and makes answer under oath to the interrogatories propounded to them by the Defendant. The numbers of said answers correspond to the numbers of the said interrogatories. The said answers are made by C.J.Mabry, who is Treasurer of the said Corporation, and cognizant of the facts.

C.J.Mabry, being duly sworn, deposes as follows in answer to the interrogatories:-

To the 1st Int., he answers:-

New Orleans, Louisiana.

To the 2nd Int., he answers:-

Yes.

To the 3rd Int., he answers:-

No. Under the laws of the State of Louisiana.

To the 4th Int., he answers:-

No. It is not required by the Interstate Commerce Act., under which we operate.

To the 5th Int., he answers:

No. It is not required, as we do not maintain any branch office or place of business in the State of Alabama.

RECORDED

Advised Stump
my computer is for life

To the 6th Int., he answers:-

No. It is not required under the Interstate Commerce Act., under which Act we operate, and we have solicitors who travel and send in their tentative orders by mail, which orders are accepted by an officer of the company at its Office in New Orleans, and when accepted, the films are shipped by express or parcel post.

To the 7th Int, he answers:-

We do not have an agent in the State of Alabama, but secure tentative orders through salesmen who travel from one part of the country to the other part of the country, and take tentative orders, which orders are submitted to Motion Picture Advertising Service, Inc., New Orleans, Louisiana, for acceptance by an officer or authorized agent of the Company at New Orleans, Louisiana. The salesman who went to Fairhope, Alabama, and took the tentative order from Klumpp Motor Company, of Fairhope, Alabama, is named Carlton Guillot.

To the 8th Int., he answers:-

The order from Klumpp Motor Company was in writing and a copy thereof is offered in evidence herewith and marked for identification Exhibit "A".

Said document is herewith offered, introduced and exhibited in evidence, and is marked for identification "Exhibit "A".

To the 9th Int., he answers:-

The films were to be shown in the theatre of Mr. George E. Fuller, Fairhope, Alabama, which theatre is specified in the order, a copy of which is attached, as the "Play Time Theatre", but which I understand now operates under the name of the "Play House Theatre".

To the 10th Int., he answers:-

The agent of the Company who was to see that the terms of the contract were complied with, was O.A. Johnson, the Company Service Manager, out of New Orleans, and the Company Treasurer, C.J. Mabry. The services were rendered, as contracted for, and the obligation for these services is admitted by the Klumpp Motor Company, as is evidenced by the attached copy of letter from the said Klumpp Motor Company, dated September 17, 1932, addressed to the General Credit Finance Corporation, -a collection

RECORDED
INDEXED
J. C. Johnson
Motion picture
my commission is for life

service we used in 1932, in which letter the Klumpp Motor Company admits a balance due of Two Hundred Forty-Two & 64/100 Dollars (\$242.64), and which balance was reduced to Two Hundred Dollars (\$200.00), as is evidenced by the attached original letter, dated January 27, 1933, from the Klumpp Motor Company to the Motion Picture Advertising Service, Inc., and along with which original letter, the Klumpp Motor Company remitted Forty-two & 64/100 Dollars (\$42.64), reducing the account to its present balance of Two Hundred Dollars (\$200.00).

The said copy of letter mentioned is marked Exhibit B, and the original letter mentioned is Marked Exhibit C. The original of the copy of letter marked Exhibit B is now in the hands of Attorneys Dozier & Gray, of Mobile, Alabama.

The said copy of letter is herewith offered, introduced, and filed in evidence, and marked Exhibit B, for identification.

The said original letter is also herewith offered, introduced, and filed in evidence, and is marked Exhibit C., for identification.

Subscribed and sworn to before me, this 7th day of August, 1934.

My commission is for life,
Gabriel Bernaud, Jr.
NOTARY PUBLIC.

UNITED STATES OF AMERICA. :
STATE OF LOUISIANA. :
PARISH OF ORLEANS. :
CITY OF NEW ORLEANS. :

Before me, the undersigned authority, personally appeared C.J. Mabry, who is personally known to me, and who, being duly sworn, deposes and says that he is Treasurer of the Motion Picture Advertising Service Company, Inc., a Corporation, and as such is authorized to make the foregoing answers, for and as the act of the said Corporation; that the answers as hereinabove set out are true and correct, to the personal knowledge of the deponent, except where such answers were made upon information and belief, and as to such answers, the deponent verily believes the same to be true.

Sworn to and subscribed before me
this 7th day of August, 1934.

My commission is for life,
I am for taking depositions
Live 700 Dollars
My commission is for life,
Gabriel Bernaud, Jr.
NOTARY PUBLIC.

NOTARY PUBLIC.
STATE OF LOUISIANA.
PARISH OF ORLEANS.

MOTION PICTURE ADVERTISING
SERVICE COMPANY, INC.,
Plaintiff,

vs.

T. J. KLUMPP, individually
and doing business as KLUMPP
MOTOR COMPANY,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

AT LAW.

NO. 49.

INTERROGATORIES PROPOUNDED BY THE DEFENDANT TO
THE PLAINTIFF UNDER ARTICLE 10 OF CHAPTER 290
OF THE ALABAMA CODE OF 1923.

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9. Please state where the services designated in said contract were to be performed, that is, the name of the theater?

10. Please state the name of the agent of the company who was to see that the terms of the contract were complied with insofar as the company was concerned?

Beche & Stace

Attorneys for Defendant.

STATE OF ALABAMA.

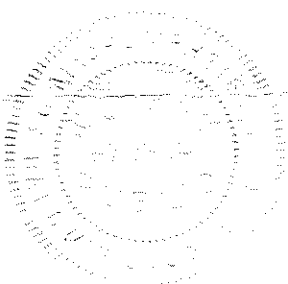
BALDWIN COUNTY.

Before me, the undersigned authority in and for said County and State, personally appeared HUBERT M. HALL, who being duly sworn, says that he is one of the attorneys of record for the defendant in this cause, and that in his opinion true answers to the foregoing interrogatories will be material evidence for the defendant.

Hubert M. Hall

Sworn to and subscribed before me on this the 20th day of July, 1934.

James Humphries
Notary Public, Baldwin County,
Alabama.



Motion Picture Advertising Service,
Company, Inc.,

vs.

CIRCUIT COURT OF

Baldwin COUNTY.

IN EQUITY.

T. J. Klumpp, individually and doing business
as Klumpp Motor Company,

I, M. A. Stone, Register of said Court, do hereby certify that I

did, on the 20th day of July 1934, send to Dozier & Gray

Attorneys for Plaintiff in above styled cause -----Defendant-----

whose address was 513-516 Merchants National Bank Building, Mobile, Alabama.

by registered mail, postage prepaid, marked "For delivery only to the person to whom addressed," a copy of the Bill

of Complaint filed in this cause; that I demanded a return receipt addressed to the Register of this Court; and that such

receipt was duly received and filed by me in this cause, on the 24th day of July 1934

Witness my hand, this 30th day of July 1934.

49
RECORDED

Motion Picture

Advertising Service
Company, Inc.
15

J. B. IT Lumps
at +

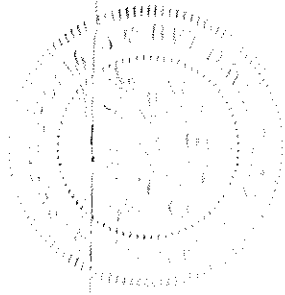
Investigation

Service accepted
this the 23rd day of

July 1934

AT
Cincinnati
July 1934

Recd July 20-1934
My. A. Davis
Black.



RECORDED
INDEXED
Clumpp
No.....49.....

CIRCUIT COURT OF
BALDWIN COUNTY.

~~IN-EQUITY~~ AT LAW

Motion Picture Advertising.....

Service Company, Inc.,.....

vs.

T. J. Klumpp, Individually,.....

and doing business as Klumpp.....

Motor Company,.....

CERTIFICATE OF REGISTER AS TO NOTICE
BY REGISTERED MAIL.

Filed in office on this.....30th.....

day of.....July.....192 34

W. A. Stone
Register.

STATE OF ALABAMA, :
 :
COUNTY OF BALDWIN. :

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

You are hereby commanded to summon T. J. KLUMPP,
individually and doing business as KLUMPP MOTOR COMPANY, to appear
before the Circuit Court of said County, at the place of holding
~~the same, within thirty days from the service of this writ, then~~
and there to answer the complaint of MOTION PICTURE ADVERTISING
SERVICE COMPANY, INC., a Corporation, hereto attached.

WITNESS my hand this the 5th day of June,
1934.

[Handwritten Signature]

CLERK.

 : : : : : : : : :

MOTION PICTURE ADVERTISING
SERVICE COMPANY, INC., :

Plaintiff, :

vs. :

IN THE CIRCUIT COURT OF

T. J. KLUMPP, individually :
and doing business as KLUMPP
MOTOR COMPANY, :

BALDWIN COUNTY,
ALABAMA.

Defendant. :
 :
 :

COUNT ONE: Plaintiff claims of the Defendant the
sum of Two Hundred and 00/100 (200.00) Dollars balance due by the
Defendant to the Plaintiff by contract entered into by and between
the Plaintiff and Defendant on the 7th day of July, 1931. The
Plaintiff avers that in and by the terms of said contract the
Defendant agreed to pay the Plaintiff the sum of Two Hundred
Seven and 96/100 (\$207.96) Dollars in the following manner, viz:
Seventeen and 33/100 (\$17.33) Dollars upon or about the 15th day
of August, 1931, and Seventeen and 33/100 (\$17.33) Dollars per
month thereafter until the full amount shall have been paid. Plaintiff
avers that the sum of Two Hundred and 00/100 (\$200.00) Dollars with
the interest thereon from, to-wit, the 15th day of August, 1931, is
still due and unpaid.

COUNT TWO: The Plaintiff claims of the Defendant
the further and additional sum of Thirty-Five and 00/100 (\$35.00)

Dollars for that in and by the terms of the Contract herein referred
to in Count One, the Defendant agreed to pay a reasonable attorney's
fee for the collection of any amounts due by virtue of said contract.

D. O. & G.
ATTORNEYS FOR PLAINTIFF.

Defendant's address:

Fairhope, Alabama.

Original

Motion Picture Advertising &
service company, Inc

V-S

T.J.Klump, Individually and
doing business as Klump Motor Co

Fairhairs

Executed June 8th 1914
by setting copy of within Subpoena
Complaint on
J. L. Thompson
J. L. Thompson & Co
Down Avenue of
1000 1/2
W. P. Smith
Shreve

MOTION PICTURE ADVERTISING
SERVICE COMPANY, INC.,

Plaintiff,

vs.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

T. J. KLUMPP, individually
and doing business as KLUMPP
MOTOR COMPANY,

Defendant.

Comes the Defendant and demurs to the plaintiff's complaint and to each Count thereof, separately and severally, and for grounds thereof says:

1. That said Count does not state a cause of action.
2. That said Count does not allege that the defendant has breached the terms of the alleged contract.
3. That the said Count does not allege that the plaintiff has complied with the terms of the contract.

Becker & Hall

Attorneys for Defendant.

Defendant demands a trial by jury

Becker & Hall

Attorneys for Defendant

Civil ~~RECORDED~~

MOTION PICTURE ADVERTISING
SERVICE COMPANY, INC.,
Plaintiff,

vs.

T. J. KLUMPP, individually
and doing business as KLUMPP
MOTOR COMPANY,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

DEMURRER.

Filed July 7th, 1934.

M. A. Stone
Clerk.

Copy mailed 1/9/34

COPY

September 17, 1932

RECORDED

General Credit Finance Corp.,
Box 87
New Orleans, La.

Gentlemen:

We have your letter of September 16th regarding account due the Motion Picture Advertising Service Co., of your city in the amount of \$242.64.

It is our intention to forward a payment on this account on or before the 10th of October. We regret that we have been unable to pay this sooner but business conditions have made it impossible.

Yours very truly,

Klump Motor Co.

By _____

*Mr. Vanter,
New Orleans, La. Aug 7 to 1934
Exhibit "B" of
Gabriel J. J. J.
Motion Picture
my opinion is for life!*

Motion Picture Advertising Service Co., Inc.

2301 Tulane Ave., New Orleans, La.

City **FAIRHOPE** State **ALA.** Date **7-7-31** 193**1**

THEATRE SERVICE CORPORATION
Southern Division

ADVERTISER'S THEATRE SERVICE AGREEMENT

The undersigned hereby orders Motion Picture Advertising Service Company, Inc., (hereinafter called the Company) to furnish and screen the Company's series of motion picture films as specified;

Black and White Films ☐ ☒ "Screen Broadcast" Service featuring **CHEVROLET** without change ☐
Natural Color Films ☒ with (Write out name of classification or subject)
Special Films ☐ or eliminating ☐ (Specify film series to be eliminated by numbers)

in the below named theatre(s) for a total of **52** WEEKS OF ACTUAL SCREEN SERVICE to be screened **EVERY WEEK**
(Write out whether every week, every other week, simultaneously or in rotation) at the rates and according to the further agreements fully set forth below:

THEATRE	LOCATION	INDIVIDUAL THEATRE RATE PER SCREENING WEEK	AVERAGE RATE PER SCREENING WEEK
PLAYTIME	FAIRHOPE	4.00	4.00

- The Company agrees to furnish and screen a film from the series of films as specified above featuring the classification named herein at each regular performance during each scheduled screening week in the theatre(s) named herein, according to the above schedule.
- The Company agrees to start screening as ordered on or about **1931**, or as soon thereafter as screen space is available.
- of **12** installments, each, payable in advance, the first installment being payable on the first day that said screening service is furnished by the Company and the remaining installments monthly thereafter all without relief from valuation and appraisal and/or any exemption laws.
- In case screening service shall not be furnished as above provided because of strikes, theatre closings (temporary or permanent), refusal of theatre(s) to display or termination or cancellation of contracts with theatres, or because of the error or omission by the theatre management or the Company, or for any other reason beyond the Company's control, such omission of service shall not entitle the undersigned to terminate this agreement, nor subject the Company to any liability whatsoever, but in any case the Company shall be entitled at its option (a) to give the undersigned pro rata credit for all such omissions based on the above mentioned individual theatre weekly screening rates, and/or (b) to substitute another theatre(s) in the same location, subject to the approval thereof by the undersigned, and/or (c) to extend the screening period covered hereby for a corresponding period as to such theatre(s).
- If the undersigned defaults in any payment hereunder, the Company may suspend its service until such default is cured and/or upon such default the Company may at its option declare this contract terminated and collect as a short rate for service previously rendered the sum payable therefor as aforesaid plus one-half of the remaining payments hereunder after such termination with interest from date of default and collection costs including attorney's fee which is hereby fixed at fifteen percent (15%) of the amount claimed by the Company and the Company may in addition claim any damage resulting from said default.
- The undersigned agrees that screening at each regular performance of the theatre(s) named herein for six days shall constitute a screening week.
- In consideration of the low rate charged hereunder compared with the rate charged national advertisers for similar screening service in said theatre(s), the undersigned agrees that whenever the Company or any affiliated company shall desire to use the screen space contracted for hereunder for national advertising, the Company shall be entitled to do so provided that in any such case it shall not suspend the undersigned's service for a period exceeding two consecutive scheduled screening weeks and allows the undersigned a pro rata credit for the service thus omitted.
- Although the Company shall endeavor to fill its reels with non-competing classifications and advertisers, nothing herein shall be deemed to be a covenant or condition that competing classifications and advertisers will not be shown.
- No verbal statements additional to or modifying the terms of this agreement shall be valid. This agreement is not binding upon the Company until accepted and countersigned by an officer of the Company.
- All communications, including remittances, shall be addressed to the Company at 2301 Tulane Avenue, New Orleans, La.

11. Remarks: **THIS IS A COPY OF THE ORIGINAL CONTRACT - ORIGINAL SENT TO CR. CLEAR HOUSE MAY 18, 1934 G.**

Salesman **CARLTON GUILLOT** Executed in Quadruplicate
Accepted and Countersigned: Firm Name **KLUMPP MOTOR CO.**
New Orleans, Louisiana, 1931 By **A. J. KLUMPP**
MOTION PICTURE ADVERTISING SERVICE COMPANY, Inc. Title **OWNER**
By _____ (Advertiser's Mailing Address)

1. The undersigned hereby orders the Motion Picture Advertising Service Company, Inc., of New Orleans, La., (hereinafter called the Company) to design and produce and the Company agrees to design and produce for the undersigned one special individual name trailer, copy for which appears herewith, and all necessary film prints suitable for display as terminal title in connection with the undersigned's "Advertiser's Theatre Service Agreement" of even date and the same serial number.
2. The undersigned agrees that when the film prints of said trailer have been produced by the Company, the Company will have discharged its obligations hereunder.
3. The undersigned agrees to pay the Company for the above stated work the sum of

(**\$ 52.00**) payable as follows: **FIFTY TWO AND 00/100** Dollars
Plan A ☐ By check in full less five percent (5%) discount upon the signing of this order or
Plan B ☐ One third **SEVENTEEN and 35/100** Dollars
(**\$ 17.35**)

by check upon the signing of this order and the balance in **TWELVE** Dollars equal monthly installments due and payable on the 10th day of each month following the date hereof; should any installment remain unpaid for a period of twenty (20) days, then all remaining unpaid installments shall become due and payable immediately.
All payments shall be by check or money order payable to the Motion Picture Advertising Service Company, Inc., New Orleans, La.
4. No verbal statements additional to or modifying the terms of this agreement shall be valid. This agreement is not binding upon the Company until accepted and countersigned by an officer of the Company.

Salesman **CARLTON GUILLOT** Executed in Quadruplicate
Accepted and Countersigned: Firm Name **KLUMPP MOTOR CO.**
New Orleans, Louisiana, 1931 By **A J KLUMPP**
MOTION PICTURE ADVERTISING SERVICE COMPANY, Inc. Title **OWNER**
By _____

Copy for Special Individual Name Trailer
1. Brevity is essential for best results. Copy limited to firm name, occupation or brand.
2. Typewrite or hand-letter all copy.
3. The undersigned's signature to this order signifies acceptance of trailer copy as shown.

KLUMPP MOTOR CO
FAIRHOPE ALABAMA
CHEVROLET

15 fee paid. class postage paid. 7-24, 1934
 Declared value, \$ 100 Surcharge paid \$ (Date)
 From Mrs Mary Alice Stone C.C. (Sender)
 Addressed to Rozier & Sons (Post office and State)
 513 - 514 Merchants Hotel Bldg (Address)
 (Street and number)
 Accepting employee will place initials in space below, indicating restricted delivery
 Return receipt fee 3 in person 10 Special delivery fee
 Delivery restricted to addressee or order Postmaster, per L
 5-6869

MINNETTE, WIS.
 JUL 24 1934
 REGISTERED

Post Office Department
 OFFICIAL BUSINESS
 REGISTERED ARTICLE
 No. 45
 INSURED PARCEL
 No.
 Return to Mrs Mary Alice Stone C.C.
 (NAME OF SENDER)
 Street and Number
 or Post Office Box
 Post Office at
 State
 RECEIVED BY DELIVERING
 OFFICE
 AND DATE OF DELIVERY
 MAY 23 1934
 5-6869

Filed July 24th 1937
Wm. C. Smith
Wm. C. Smith

RETURN RECEIPT

Received from the Postmaster the Registered or Insured Article, the original
number of which appears on the face of this Card.

Wm. C. Smith
Wm. C. Smith

Date of delivery..... 1937
Post Office.....

U. S. DEPARTMENT OF POSTS AND TELEGRAPHS

Filed July 24th 1937
 1937
 Date of delivery
 Form 8311

Received from the Postmaster the Registered or Insured Article, the original receipt of which appears on the face of this Card.

W. J. [Signature]

[Handwritten signature]
 (Signature) _____

Date of delivery 19
 Form 2311

[Handwritten notes and signatures are present over the typed text.]