

The State of Alabama,

No. 83

CIRCUIT COURT

Baldwin County.

Fall Term, 1939.

TO ANY SHERIFF OF THE STATE OF ALABAMA—GREETING:

YOU ARE HEREBY COMMANDED, That of the goods and chattels, lands and tenements of

Warren D. Dause

Defendant

you cause to be made the sum of ~~\$24.00~~ \$29.70 DOLLARS,

which M. R. Bama, doing business as Ikonator Motor Co., Plaintiff,

recovered of Warren D. Dause

on the 11 day of September, 1939, by the Judgment of our Circuit Court held for the County of

Baldwin, besides the sum of DOLLARS,

costs of suit, and have the same to render to the said, and make return of this Writ and the execution thereof, according to law.

Interest from 19 to 19

Witness, my hand this 17 day of October, 1939, R. S. Dush, Clerk.

CLERK'S FEES	AMOUNT	SHERIFF'S FEES	AMOUNT
Issuing Summons and Complaint \$	1.25	Serving and Returning Summons \$	1.50
Issuing copies of same .30		Serving and Returning Writs 1.30	
Issuing Branch Summons and Complaint 1.25		Serving and Returning 4 Subpoenas for Wit. 1.95	2.60
Issuing copies of same \$.30	30	Levying Attachment 3.00	
Entering Sheriff's Return or copy of above \$.20	20	Entering and Returning Attachment .25	
Docketing Cause \$.25	25	Summoning and Returning Garnishee 1.50	
Entering Appearances \$.20	20	Serving and Returning Sci. Fas. Notices 1.50	
Filing Pleas Demurrers \$.10	70	Impaneling Jury .75	
Affidavits, Certified \$.25	25	Collecting Cost, Execution \$ 1.50	1.50
Commissions to take Depositions .75		Taking and Approving Replevin Bonds \$ 1.00	1.00
copies of Interrogatories		Claim Bonds 1.00	
Notices of Filing Interrogatories .50		Garnishment Bonds .75	
Filing Packages of Depositions .10		Forthcoming Bonds 1.00	
Inclosing Packages of Depositions .10		Bail Bonds 1.00	
Orders in Court .30		Detinue Bond 1.00	
Continuances .10		Writ of Possession 5.00	
Issuing 4 Subpoenas for Witnesses \$.30	1.20	Making Deed 5.00	
Trial and Incidents \$.75	75	Collecting Money on Execution	
Entering Judgment \$.30	30	Writ of Restitution 2.00	
Issuing Execution \$.50	50	Sheriff's Commissions	
Entering Sheriff's Return of Execution \$.20	20	Sheriff's Deed	
Issuing Certiorari Sci. Fas. .75		Seizing Personal Property in Detinue 3.00	
Filing Certiorari, etc. .15		Former Sheriff's Fees	
Issuing Notices .75		TOTAL SHERIFF'S FEES 6.60	
Issuing copies of same .50		WAIVER NO WAIVER	
Taking Detinue Bonds .75	75	RECAPITULATION (Plaintiff has property)	
Filing Detinue Bonds .10		Judgment for plaintiff for property and for	
Issuing Attachment Writ and taking Bond 1.00		Interest from	
Filing Attachments .10		Damages	
Summons of Garnishee .50		Clerk's Fees 12.60	
Swearing and Ent. Answer of Garnishee \$ 5.50	5.50	Sheriff's Fees 6.60	
Complete Record, 15c per 100 words - D. 5.50	5.50	Justice of Peace Fees	
Transcript to Supreme Court		Witness Fees in Justice of Peace Court	
Certificate of Appeal to Supreme Court .75		Constable's Fees	
Notices of Appeal .75		Commissioner's Fees	
Appeal Bond .75		Commissioner's Residence	
Certificate of Judgment .50		Printer's Fees	
Witness Certificates \$.25	25	Court Reporter's fees -	5.00
		Garnishee's Fees	2.50
		Witness Fees in Circuit Court	
		Former Clerk's Fees	
		Trial Tax 3.00	
TOTAL CLERK'S FEES 12.60		TOTAL FEES 29.70	

The State of Alabama,
Baldwin COUNTY.

CIRCUIT COURT.

M. R. Bethesda Motor Company,
Plaintiff

VS.

Warren D. Hance,
Defendant

CIVIL EXECUTION FOR COSTS
AGAINST DEFENDANT

Judgment for (plaintiff has property) for \$ _____

Interest from _____, 19____,
to _____, 19____, \$ _____

Damages \$ _____

Costs \$ 29.70

Total \$ _____

Civil Fee Book Book Page 83

Execution Docket " Page "

Filed Oct. 17, 1939

R. S. Durb
Clerk

J. B. Blackburn
Plaintiff's Attorney

Buke & Hall
Defendant's Attorney

COLLECT COSTS FROM
DEFENDANT

The State of Alabama,
_____ COUNTY.

I hereby certify that the within Judgment and costs in
this case are correct, and there was a waiver of exemp-
tion as to personal property under the Constitution and
Laws of Alabama.

This _____ day
of _____, 19____

Clerk.

Received in Office

10-17, 1939
W. R. Stuart
Sheriff.

Sheriff's Execution Docket, page _____

Sheriff's Fee Book, page _____

Returned 11-17-39
No property of Warren
D. Hance found in
Baldwin County
W. R. Stuart
Sheriff

The State of Alabama, }
COUNTY.

By virtue of the within Execution, I have, at _____ o'clock _____ M., this _____ day of _____, 19____,
levied _____

Sheriff _____

PLAINTIFF'S WITNESSES

AMOUNT

DEFENDANT'S WITNESSES

TOTAL _____

DETINUE BOND.

STATE OF ALABAMA

BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS: That M. R.

Bethea, Doing Business as Flomaton Motor Company, as Principal, and

W. M. Moore and Mrs. J. Byrnes,

as Sureties, are held and firmly bound unto Warren D. Gause in the sum of Twenty-five Dollars (\$25.00), for the payment of which the Principal binds himself, and the Sureties bind themselves, their heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 15th day of September, 1934.

The condition of the above obligation is such that whereas, the above bounded M. R. Bethea, Doing Business as Flomaton Motor Company, has on the 15th day of September, 1934, sued out from the office of the Clerk of the Circuit Court of Baldwin County, Alabama, a writ of detinue, returnable to the Circuit Court of Baldwin County, Alabama, against the said Warren D. Gause, for the recovery of the following property, to-wit: One 1929 Chevrolet Sedan, Motor Number 775950.

Now, if the said M. R. Bethea, Doing Business as Flomaton Motor Company, shall fail in said suit and shall pay to the said Warren D. Gause, the Defendant in said writ, all such costs and damages as he may sustain by the wrongful suing out thereof, then this obligation to be void, otherwise to remain in full force and effect.

M. R. BETHEA, Doing Business as
FLOMATON MOTOR COMPANY, (SEAL)

By M R Bethea (Seal)

W. M. Moore (SEAL)

Geary Byrne (SEAL)

Taken and approved on this the 15th day of
September, 1934.

M. A. Stone

Circuit Clerk.

M. R. BETHEA, Doing Business
as FLOMATON MOTOR COMPANY,

Plaintiff,

VS.

WARREN D. GAUSE,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

AT LAW. NO. _____.

DETINUE AFFIDAVIT.

STATE OF ALABAMA

BALDWIN COUNTY

Before me the undersigned authority, within and
for said County in said State, personally appeared M. R. Bethea,
who, after being by me first duly and legally sworn, deposes and
Owner and
says: That he is/Manager of Flomaton Motor Company; that he has
personal knowledge of the facts herein set forth and is duly auth-
orized to make this affidavit and that the property sued for in the
Complaint of M. R. Bethea, Doing Business as Flomaton Motor Company
in the above entitled suit, viz: One 1929 Chevrolet Sedan, Motor
Number 775950, belongs to M. R. Bethea, Doing Business as Flomaton
Motor Company, the said Plaintiff.

M R Bethea

Sworn to and subscribed before me
on this the 14 day of September, 1934.

W. J. P. Escambia
Notary Public, Baldwin County, Alabama.

~~RECORDED~~
BOND AND AFFIDAVIT.

M. R. BETHEA, Doing Business as
Flomaton Motor Company,
Plaintiff,

VS.

WARREN D. GAUSE,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

Filed Sept 16, 1937

J. B. BLACKBURN
ATTORNEY AT LAW
BAY MINETTE, ALABAMA

STATE OF ALABAMA
BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Warren D. Gause, to appear within thirty days from the service of this writ in the Circuit Court to be held for said County at the place of holding same, then and there to answer the complaint of M. R. Bethea Doing Business as Flomaton Motor Company.

Witness my hand this 15th day of September, 1934.

[Signature]

.....

M. R. BETHEA, Doing Business
as FLOMATON MOTOR COMPANY,

Plaintiff,

VS.

WARREN D. GAUSE,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

AT LAW. NO. ____.

(1). The Plaintiff claims of the Defendant the following personal property, viz: One 1929 Chevrolet Sedan, Motor Number 775950, with the value of the hire or use thereof during the detention, viz: from the 1st day of August, 1934.

J. B. Blackburn
Attorney for Plaintiff.

Executed September 26th 1934
By serving copy of within Summons and
Complaint on

RECORDED
Warren D. Gause and
taking in to my possession
the within described
property

W. R. Stuart Sheriff
M. M. M. Deputy Sheriff

We, the jury, ascertain the
value of the property
owned for at \$150.00
and further find the
balance of the
purchase price to be
\$100.42

R. M. M.
Foreman

Original.

Asent Page 87
- No. 83300000

SUMMONS AND COMPLAINT.

M. R. BETHEA, Doing Business as
Flomaton Motor Company,
Plaintiff,

VS.

WARREN D. GAUSE,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

Filed / Sept. 13, 1934

W. R. Stuart

clerk

J. B. BLACKBURN

ATTORNEY AT LAW

BAY MINETTE, ALABAMA

TO THE SHERIFF OF SAID COUNTY:

Whereas, the Plaintiff in the within stated cause has made affidavit
and given bond as required by law you are hereby required to take the prop-
erty mentioned in Complaint into your possession unless the Defendant gives
bond payable to the Plaintiff with sufficient surety in double the amount of
the value of the property within the time required by law, with condition
that if the Defendant is cast in the suit he will within thirty days there-
after, deliver the property to the Plaintiff, and pay all damages and costs
which may accrue from the detention thereof.

W. R. Stuart
Clerk.

M. R. BETHEA, Doing business
as FLOMATON MOTOR COMPANY,

Plaintiff,

VS.

WARREN D. GAUSE,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW.

ANSWERS TO INTERROGATORIES PROPOUNDED BY THE PLAINTIFF
TO THE DEFENDANT IN THE ABOVE STYLED CASE:

1st: Answer to interrogatory 1: Warren D. Gause; 54;
Superintendent.

2nd: Answer to interrogatory 2: I did not purchase from the
Flomaton Motor Company the car described, however, the Flomaton Motor
Company paid or agreed to pay Lewis Williams \$125.00 for a Chevrolet
Four-door automobile, for me. I do not remember the motor number or
the serial number.

3rd: Answer to interrogatory 3: The agreed purchase price
was \$150.00, however, only \$125.00 was paid and a credit memorandum given
for the other \$25.00.

4th: Answer to interrogatory 4: I agreed to pay the Flomaton
Motor Company \$150.00 over a period of ten months.

5th: Answer to interrogatory 5: The purchase price which I
agreed to pay was \$150.00 over a period of ten months. I, at the time
of the purchase of the car, delivered over to the Flomaton Motor Company
another automobile which was given by me and accepted by the company in
full payment of any and all carrying charges on the contract of purchase
of the car bought from it. The following payments were made:

7/8/33 - \$18.00
8/19/33 - 18.10
9/20/33 - 18.20
10/20/33 - 18.20
12/4/33 - 18.00

making a total of \$90.50 paid through The Universal Credit Company; credit
memorandum 6/27/33 - \$25.00; additional credit - \$25.00, in connection with
the sale by me of automobile to Paul McMillan.

6th: Answer to interrogatory 6: See answers to Interrogatory 5.

7th: Answer to interrogatory 7: I do not remember the exact date that the automobile was repossessed. It was taken from the possession of Warren D. Gause, Jr. There was still due and unpaid on the automobile contract at the time it was repossessed \$9.50.

Warren D. Gause Jr

Sworn to and subscribed before me
this 8th day of September, 1939.

J. B. Blackburn
Notary Public, Baldwin County, Ala.

ANSWERS TO INTERROGATORIES

M. R. BETHEA, Doing business
as FLOMATON MOTOR COMPANY,

Plaintiff,

vs.

WARREN D. GAUSE,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

AT LAW.

Filed September 11, 1939

R. S. Duck, Clerk

By: Rufus Thompson, Deputy

CIVIL SUBPOENA—ORIGINAL—In case witness shall wish to charge for attendance, he shall produce to the Clerk in term this Subpoena, or within five days after adjournment of Court, else he will be barred.

Gill Ptg. & Sta. Co., Mobile—Re-Order No. 720

THE STATE OF ALABAMA

BALDWIN COUNTY

S.D. Page No.

Case No. 83

CIRCUIT COURT

Fall Term, 1939

To any Sheriff of the State of Alabama, GREETING:

You are hereby commanded to summon

Louis Williams & Paul McMillan

if to be found in your County, at the instance of the

plaintiff

to be and appear before the honorable, the Judge of the Circuit Court of Baldwin County, at the Court House thereof,

by 10:00 o'clock of the forenoon, on the 11 day of Sept 1939

and from day to day and term to term of said Court until discharged by law, then and there to testify, and the truth to

say, in a certain cause pending, wherein M R Bethune, et al Plaintiff

and W. D. Gause Defendant.

Herein fail not and have you then and there this Writ.

Given under my hand and seal, this 12 day of Sept 1939

R. S. Dyer Clerk.

Received in office this 8 day of

Sept

9
193

W.R. Stuart

Sheriff.

I have executed this writ

this
9-9-39

my
service of process
of within and
Paul M. Williams
and Williams

W.R. Stuart

Sheriff.

plaintiff
ORIGINAL

No. 83

Page

THE STATE OF ALABAMA

BALDWIN COUNTY

CIRCUIT COURT

Bithean

Plaintiff

VS.

Gardner

Defendant

CIVIL SUBPOENA

Issued this day of

193

Clerk.

CIVIL SUBPOENA—ORIGINAL—In case witness shall wish to charge for attendance, he shall produce to the Clerk in term this Subpoena, or within five days after adjournment of Court, else he will be barred.
Gill Ptg. & Sta. Co., Mobile—Re-Order No. 720

THE STATE OF ALABAMA
BALDWIN COUNTY

S.D. Page No.

Case No. 83

CIRCUIT COURT

Full Term, 1939

To any Sheriff of the State of Alabama, GREETING:

You are hereby commanded to summon Louis Williams

if to be found in your County, at the instance of the Sgt
to be and appear before the honorable, the Judge of the Circuit Court of Baldwin County, at the Court House thereof,
by 10:00 o'clock of the forenoon, on the 11 day of Sept 1939
and from day to day and term to term of said Court until discharged by law, then and there to testify, and the truth to
say, in a certain cause pending, wherein M R Bethune, et al Plaintiff
and Warren D. Gause Defendant.

Herein fail not and have you then and there this Writ.

Given under my hand and seal, this 6 day of Sept 1939

R. S. DUCK

clerk - register

Clerk.

Deputy

Received in office this 6 day of

Sept

1939

W.R. Stuart

Sheriff.

I have executed this writ

Executed

9-6

ORIGINAL

No. 83

Page

THE STATE OF ALABAMA

BALDWIN COUNTY

CIRCUIT COURT

Thomas Mator

Plaintiff

VS.

W.D. Lane

Defendant

CIVIL SUBPOENA

Issued this day of

193

R.S. DUCK

Clerk.

By

Deputy

Sheriff.

M. R. BETHEA, doing business
as Flomaton Motor Company,

Plaintiff,

VS.

WARREN D. GAUSE,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW.

Comes the Defendant and for answer to the Plaintiff's
complaint says:

ONE:

That he pleads ~~the~~ general issue.

Berke & Hall
Attorneys for Defendant.

Defendant demands a trial by Jury.

Berke & Hall

RECORDED

Filed - Oct 2, 1934

M. A. Stone Clerk

M. R. BETHEA, Doing Business
as FLOMATON MOTOR COMPANY,

Plaintiff,

VS.

WARREN D. GAUSE,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

AT LAW. NUMBER ____.

INTERROGATORIES TO BE PROPOUNDED TO WARREN D.
GAUSE, UNDER SECTION 7764 OF THE 1923 CODE OF
ALABAMA.

1. State your name, age and occupation.
2. State whether or not on or about June 10, 1933, you purchased from Flomaton Motor Company, one used 1929 Chevrolet Fordor Automobile, Motor Number 775950, Manufacturer's Serial Number 83550?
3. What was the total purchase price?
4. Did you pay cash for same, and if not on what terms did you buy it?
5. If you say you did not pay all cash for the same, give the amount of your original cash payment and the amounts and dates of all later and deferred payments which you made thereon.
6. State whether such deferred payments were in cash, check or draft and attach hereto copies of all receipts, cancelled checks and cancelled drafts or other writings showing such payments on said car.
7. When did the Flomaton Motor Company repossess the said car, what was the amount due by you on it at the time it was repossessed and when was the last payment made by you on the said car prior to the time it was repossessed?
8. Attach to your answers hereto copies of any writings in your possession relating to the title of Flomaton Motor Company or yourself in and to said automobile.

J. B. Blackburn
Attorney for Plaintiff.

STATE OF ALABAMA

BALDWIN COUNTY

Before me, Ora Sirmon, a Notary Public, within and for said County in said State, personally appeared J. B. Blackburn, who, after being by me first duly and legally sworn, deposes and says: That he

is attorney for the Plaintiff in the above entitled cause and that the answers to the foregoing interrogatories, if well and truly made, will be material testimony for the Plaintiff in the said cause.

J. T. Blackburn

Sworn to and subscribed before me on
this the 7th day of July, 1939.

Ora Simon

Notary Public, Baldwin County, Alabama.

Service accepted this July 7, 1939
Beubee Beebe
att'y for Plaintiff

INTERROGATORIES TO BE PROPOUNDED
TO WARREN D. GAUSE, UNDER SECTION
7764 OF THE 1923 CODE OF ALABAMA.

M. R. BETHEA, Doing Business as
TLOMATON MOTOR COMPANY,

Plaintiff,

VS.

WARREN D. GAUSE,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

AT LAW. NUMBER ____.

Filed July 7, 1939
R.S. Dutch, Clerk
By: Wanklin Langston, Deputy

M. R. BETHEA, doing business
as FLOMATON MOTOR COMPANY,

Plaintiff,

VS.

WARREN D. GAUSE,

Defendant.

IN THE CIRCUIT COURT OF

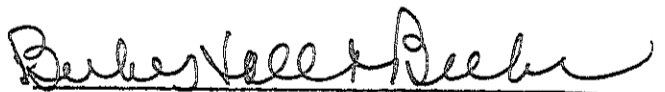
BALDWIN COUNTY, ALABAMA,

AT LAW.

And now comes the Defendant and respectfully represents and shows
unto this Honorable Court as follows:

1. That the Defendant purchased the property sued for, to-wit,
one 1929 Chevrolet Sedan, Motor Number 775950, from the Plaintiff under a con-
ditional sales contract; that all or a greater part of the said purchase price
was paid before the commencement of this suit.

WHEREFORE, the defendant prays that the Court ascertain the balance
due under said conditional sales contract and upon the payment thereof that the
Plaintiff be required to deliver the property sued on over to the Defendant,
with damages for its detention, or, in the event such delivery cannot be made,
then that a judgment be entered against the Plaintiff for the value of the car
at the time it was taken over by the Plaintiff in this proceeding.



Attorneys for Defendant.

M. R. BETHEA, doing business
as FLOMATH MOTOR COMPANY,

Plaintiff,

VS.

WARREN D. GAUSE,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW.

Filed September 11, 1939
R.S. Dush, Clerk
By: Arthur Hanger, Deputy

STATE OF ALABAMA)
BALDWIN COUNTY)

We Warren.D.Gause and the undersigned are bound unto M.R.Bethea owner of Flomaton Motor Company in the sum of One hundred and fifty dollars \$150.00 for the payment of which we jointly and severally ourselves, our heirs, executors, and administrators, sealed with ^{our} seals, and dated the 15th day of June 1934.

The condition of the above obligation is such that, on the 4th day of June 1934-J.M.Franklin, notary public ex-officio justice of the peace in and for said county, rendered a judgement in favor of the said M.R.Bethea, owner of Flomaton motor company against the said Warren.D.Gause, for the sum of ninety dollars (\$90.00) debt, four dollars and ten cents (\$4.10 cost, Three dollars and sixty cents (\$3.60) Interest, and forty five dollars (\$45.00) Rental, from which judgement the said Warren.D.Gause has applied for and obtained an appeal to the fall term of the 1934 circuit court of Baldwin county, Alabama, if the said Warren.D.Gause shall prosecute said appeal to effect, or if he fail in said appeal, shall pay such judgement, both as to debt, cost, interest and rentals, may be rendered against him by the said circuit court of Baldwin county Alabama, then in either of said events, this obligation to be void, otherwise to remain in full force and effect.

Taken and approved this
the 15th day of June 1934

J. M. Franklin
N.P.Ex-O.J.P

Warren D. Gause Seal
L. B. Horn Seal
W. B. Bryant Seal
D. O. Echelle

Defendant demands trial by jury.

V-S

Warren D. Gause

450
288

Filed

34

1947

2000

[Faint, illegible text from bleed-through]

The corporation of the above entitled stockholder has been organized under the laws of the State of New York, and its capital stock is divided into shares of \$100.00 each, and it is authorized to issue such shares.

The undersigned hereby certifies that the foregoing is a true and correct copy of the charter of the said corporation as filed in the office of the Secretary of State of the State of New York, and that the same has been duly recorded in the office of the County Clerk of the County of New York.

In witness whereof, I have hereunto set my hand and the seal of the said County of New York at the City of New York, this 1st day of January, A.D. 1908.

J. J. [Signature]

County Clerk of New York

[illegible]

Figure 1: A 3D visualization of the 1000 Genomes Project data. The plot shows a dense cloud of points representing genetic data across three dimensions. The axes are labeled 'PC1', 'PC2', and 'PC3'. The points are colored by population, with a legend on the right showing various colors corresponding to different groups. The plot is titled '1000 Genomes Project' and includes a subtitle 'PC1, PC2, PC3'.

Jury List, First Week, Sept. 11th, 1939

- 1 Ulmer E. Bradley, Farmer, Blacksher
- ② R. Hines Hall, Farmer, Tensaw
- ③ John A. Moseley, Farmer, Stockton
- 4 Julius Lee Bryant, Merchant, Stockton
- ⑤ John W. Pittman, Farmer, Gateswood
- 6 Samuel J. Irwin, Farmer, Gateswood
- 7 Thomas Coleman, Turpentine, Perdido
- 8 Charles R. Weekley, Naval Stores, Perdido
- ⑨ Shelby Folmar, Farmer, Bay Minette
- ⑩ Irby E. Heaton, Naval Stores, Bay Minette
- ⑪ Adrian Ray, Mechanic, Bay Minette
- 12 E. Velpo Thomas, Farmer, Loxley
- 13 Comer Hobbs, Mill Man, Loxley
- ⑭ John Canaan, Merchant, Loxley
- ⑮ Tillman Allen, Farmer, Styx
- ⑯ Robert C. Henley, Bookkeeper, Foley
- 17 Homer G. Russell, Clerk, Foley
- 18 George Shoemaker, Lineman, Foley
- 19 John D. McKenzie, Farmer, Elberta
- 20 William Miller, Oysterman, Bon Secour
- 21 Herschal Flowers, Farmer, Bon Secour
- ⑳ Sim Parker, Fisherman, Bon Secour
- ㉑ Glen Boykin, Farmer, Daphne
- 24 George E. Fuller, Theatre Operator, Fairhope
- ㉓ Roy W. Rockwell, Farmer, Fairhope

ORIGINAL - To be sent to
Universal Credit Company.

CONDITIONAL SALE CONTRACT

ATLANTA

The undersigned Seller hereby sells, and the undersigned Purchaser hereby purchases, subject to the terms and conditions hereinafter forth, the following property, complete with standard attachments and equipment, delivery and acceptance of which is hereby acknowledged by purchaser, viz.:

	New or Used	Year of Manufacture	Make Trade Name	Type of Body If Truck, Give Tonnage	Model Letter or Number	Motor No.	Manufacturer's Serial No.
ONE	used	1929	Chevrolet	Fordor		775850	83550

For \$..... on or before delivery, leaving a Deferred Balance of \$....., which purchaser promises to pay at the office of Universal Credit Company, in..... instalments of \$..... each on the same day of each successive month and commencing one month from the date hereof, or as indicated in Schedule of Payments below, with interest thereon after maturity at the highest lawful contract rate, and if this contract be placed with an attorney for collection, 15% of the amount due hereunder as attorney's fees, or if prohibited, the amount prescribed by law.

Schedule of Payments

\$..... 1 Mo. hereafter	\$..... 4 Mos. hereafter	\$..... 7 Mos. hereafter	\$..... 10 Mos. hereafter
\$..... 2 Mos. hereafter	\$..... 5 Mos. hereafter	\$..... 8 Mos. hereafter	\$..... 11 Mos. hereafter
\$..... 3 Mos. hereafter	\$..... 6 Mos. hereafter	\$..... 9 Mos. hereafter	\$..... 12 Mos. hereafter

1. Title to said property shall not pass to the purchaser until all sums due under this contract are fully paid in cash. Checks, drafts, etc. are accepted subject to final payment in cash. Payment to anyone other than Universal Credit Company does not constitute payment hereunder.
2. No warranties, express or implied, have been made by the seller unless endorsed hereon in writing.
3. The purchaser shall keep said property free of all taxes, liens and encumbrances; shall not use same illegally, improperly or for hire; shall not remove same from the state or transfer any interest therein without written consent of the seller. The proceeds of any insurance, whether paid by reason of loss, injury, return premium or otherwise, shall be applied toward the replacement of the property or payment of this obligation, at the option of the seller. Seller may insure said property against fire and theft to properly protect the contract as in default and pursue its remedies hereunder. Purchaser agrees to pay all exchange charges on payments and all recording, filing and satisfaction fees in connection herewith.
4. Time is of the essence of this contract and in the event the purchaser defaults on any payment or fails to comply with any condition of this contract, or a proceeding in bankruptcy, receivership or insolvency be instituted against the purchaser or his property, or the seller deems the property in danger or misuse or confiscation, this contract shall be in default and the full amount shall immediately become due and payable; purchaser hereby authorizes any attorney-at-law to appear for said purchaser in any court of record in the United States, waive the issue and service of process, and confess judgment against said purchaser for the amount due hereunder in favor of seller. Upon any such default the seller or any officer of the law may take immediate possession of said property, including any equipment or accessories thereto without legal process, without demand (possession after default being unlawful), and for this purpose the seller may enter upon the premises where said property may be and remove same. Seller may take possession of any other property in above described motor vehicle at the time of repossession and hold the same temporarily for the purchaser without any responsibility or liability on the part of the seller. The seller may resell said property, so retaken, at public or private sale, without demand for performance, with or without notice to the purchaser, (if given, notice by mail to address below being sufficient), with or without having such property at the place of sale, and upon such terms and in such manner as the seller may determine; the seller may bid at any public sale. From the proceeds of any such sale, the seller shall deduct all expenses for retaking, repairing and selling such property, including a reasonable attorney's fee; the balance thereof shall be applied to the amount due; any surplus shall be paid over to the purchaser. In case of deficiency the purchaser shall pay the same with interest and the purchaser does hereby confess judgment in the amount of such deficiency. Upon repossession by seller, all payments shall be retained by seller as compensation for use, damage and depreciation of said motor vehicle. Seller shall have the right to enforce one or more remedies hereunder, successively or concurrently, and such action shall not operate to estop or prevent the seller from pursuing any further remedy which he may have hereunder, and any repossession or retaking or sale of the property pursuant to the terms hereof shall not operate to release the purchaser until full payment has been made in cash.
5. No transfer, renewal, extension or assignment of this contract or any interest thereunder, or loss, injury or destruction of said property shall release the purchaser from his obligation hereunder. The acceptance by seller of a partial payment of any installment or amount due hereunder or the failure of seller to promptly exercise any of the remedies herein provided, shall not waive the strict performance of the conditions of this contract or prevent the seller from immediately pursuing any or all of said remedies. Purchaser hereby waives the right to remove any legal action from the court originally acquiring jurisdiction and waives all homestead and other property exemption laws. The seller is authorized to correct patent errors in this contract. Seller's assignee shall be entitled to all the rights of the seller. Any provision of this contract prohibited by law of any state shall, as to said state be ineffective to the extent of such prohibition without invalidating the remaining provisions of the contract.

Executed in triplicate, one copy of which was delivered to and retained by the purchaser, this 10th day of June 1932.
(Do not date on Sunday)

WITNESS:
H. Dixon
(Witness' Signature)
Floaton, Ala.
(Witness' Address)

(Witness' Signature)

(Witness' Address)

BE
SURE
TO
SIGN
IN
INK

Floaton Motor Co.
(Seller's Signature) (Seal)
By M. R. Butcher
(Official Title, if Company)
Floaton, Ala.
(Seller's Address—Street, Town, State)
X J. Warren Howe
(Purchaser's Signature) (Seal)
Stoddard, Ala.
(Purchaser's Address—Street, Town, State)

Seller
Signs

Purchaser
Signs

TO UNIVERSAL CREDIT COMPANY. DEALER'S REPRESENTATIONS, ASSIGNMENT AND GUARANTY

Answer Yes or No

1. Have you any reasons to believe Purchaser violates any laws concerning liquor or narcotics? no
2. Was this Purchaser's name ever rejected by any other Finance Company, Bank or Banker? no

The undersigned certifies that said contract arose from the sale of the within described property, warranting that the title of said property was at the time of sale and is now vested in the undersigned free of all liens and encumbrances; that the said property is as represented to the purchaser of said property by the undersigned and that the statements made by the purchaser on the statement form attached hereto are true to the best of the knowledge and belief of the undersigned. Undersigned warrants that down payment made by purchaser as stated above was in cash and not its equivalent, unless written notice otherwise was given Universal Credit Company, and that no part thereof was loaned directly or indirectly by undersigned to purchaser; that purchaser is 21 years of age or older; that answers by undersigned to above questions are true and complete. Undersigned makes above representations and warranties for the purpose of inducing Universal Credit Company to purchase above contract. If any of such warranties should be untrue, undersigned agrees to Credit Company in respect thereto, said remedy shall be cumulative and not exclusive and shall not affect any other right or remedy that Universal Credit Company might have against undersigned.

Universal Credit Company is hereby authorized to correct patent errors in above contract and other papers executed, or assigned by undersigned in connection therewith. For value received, the undersigned does hereby sell, assign and transfer to the Universal Credit Company his, its or their right, title and interest in and to the within contract and the property covered thereby and authorizes said Universal Credit Company to do every act and thing necessary to collect and discharge the same. In consideration of your purchase of the within contract, the undersigned guarantees payment of the full amount remaining unpaid hereon, and covenants if default be made in payment of any installment herein to pay the full amount then unpaid to Universal Credit Company upon demand, except as otherwise provided by the terms of the present Universal Credit Company Retail Plan. The liability of the undersigned shall not be affected by any settlement, extension of credit, or variation of terms of the within contract effected with the purchaser or any other person interested. The undersigned waives notice of acceptance of this guaranty, notices of non-payment and non-performance, and prior legal proceedings against the purchaser.

Floaton Motor Co.
(Seller's Signature) (Seal)
M. R. Butcher
(Official Title, if Company)

A SIGNATURE IS REQUIRED ON EVERY HEAVY LINE

Jury List, First Week, Sept. 11th, 1939

- ~~1 Ulmer E. Bradley, Farmer, Blacksher~~
- ~~2 R. Hines Hall, Farmer, Tensaw~~
- ~~3 Wallace K. Moreave, Bookkeeper, Stockton~~
- ~~4 Robert D. McMillan, Jr. Farmer, Stockton~~
- ~~5 John A. Moseley, Farmer, Stockton~~
- ~~6 Owen Thompson, Boatman, Stockton~~
- ~~7 John Murphy, McMillan, Timberman, Stockton~~
- ~~8 Julius Lee Bryant, Merchant, Stockton~~
- ~~9 Henry Bryant, Timberman, Stockton~~
- ~~10 Robert M. Rabon, Naval Stores, Rabon~~
- ~~11 John W. Pittman, Farmer, Gateswood~~
- ~~12 Samuel J. Irwin, Farmer, Gateswood~~
- ~~13 Dupree McNeil, Farmer, Holman~~
- ~~14 Thomas Coleman, Turpentine, Perdido~~
- ~~15 Robert M. Carr, Farmer, Perdido~~
- ~~16 Charles R. Weekley, Naval Stores, Perdido~~
- ~~17 Charles E. Taylor, Farmer, Bay Minette~~
- ~~18 Shelby Folmar, Farmer, Bay Minette~~
- ~~19 Hunter H. Nixon, Merchant, Bay Minette~~
- ~~20 George T. Byrne, Salesman, Bay Minette~~
- ~~21 Irby E. Heaton, Naval Stores, Bay Minette~~
- ~~22 Adrian Ray, Mechanic, Bay Minette~~
- ~~23 Willie Moore, Printer, Bay Minette~~
- ~~24 Roy Mahathy, Farmer, Stapleton~~
- ~~25 Charles Bill, Farmer, Loxley~~
- ~~26 E. Velpe Thomas, Farmer, Loxley~~
- ~~27 Comer Hobbs, Mill Man, Loxley~~
- ~~28 John Canaan, Merchant, Loxley~~
- ~~29 John E. Lindberg, Farmer, Summerdale~~
- ~~30 Tillman Allen, Farmer, Styx~~
- ~~31 Allen Pilgrim, Clerk, Miflin~~
- ~~32 Robert C. Henley, Bookkeeper, Foley~~
- ~~33 John E. Soesbe, Baker, Foley~~
- ~~34 Charles I. Ebert, Real Estate, Foley~~
- ~~35 Spence Younce, Machinist, Foley~~
- ~~36 William S. Bradley, Clerk, Foley~~
- ~~37 William J. Roberts, Clerk, Foley~~
- ~~38 Hugh Metcalf, Farmer, Foley~~
- ~~39 Ambrose Hamburg, Laborer, Foley~~
- ~~40 Norman W. Ard, Clerk, Foley~~
- ~~41 John R. Harding, Bookkeeper, Foley~~
- ~~42 Frank T. Kremer, Farmer, Foley~~
- ~~43 Homer C. Russell, Clerk, Foley~~
- ~~44 George Shoemaker, Lineman, Foley~~
- ~~45 Jacob Krischer, Farmer, Elberta~~
- ~~46 Albert Haupt, Farmer, Elberta~~
- ~~47 John D. McKenzie, Farmer, Elberta~~
- ~~48 Herman Calloway, Fisherman, Orange Beach~~
- ~~49 Wenzel Jankovitz, Farmer, Lillian~~
- ~~50 Adolph Sunda, Farmer, Lillian~~
- ~~51 Will E. Black, Oysterman, Bon Secour~~
- ~~52 William Miller, Oysterman, Bon Secour~~
- ~~53 Herschal Flowers, Farmer, Bon Secour~~
- ~~54 Homer Flowers, Farmer, Bon Secour~~
- ~~55 Sim Parker, Fisherman, Bon Secour~~
- ~~56 Earl Parker, Laborer, Perdido Beach~~
- ~~57 Leroy Robinson, Farmer, Belforest~~
- ~~58 Frank W. Rayford, Merchant, Daphne~~
- ~~59 Glen Boykin, Farmer, Daphne~~
- ~~60 George E. Fuller, Theatre Operator, Fairhope~~
- ~~61 Edwin A. Sheldon, Contractor, Fairhope~~
- ~~62 Raymond Stapleton, Engineer, Fairhope~~
- ~~63 Roy W. Rockwell, Farmer, Fairhope~~
- ~~64 John McDaniel, Clerk, Fairhope~~
- ~~65 Walter Dana, Fisherman, Point Clear~~

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REPLEVY BOND OF PLAINTIFF.

STATE OF ALABAMA

BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS: That we, M. R.

Bethea, Doing Business as Flomaton Motor Company, as Principal,
and E. C. Watson and W. E. Thayer
as Sureties, are held and firmly bound unto Warren D. Gause in the
sum of \$ 250.00, for the payment of which well and truly to be
made, we, jointly and severally bind ourselves, our heirs, execut
ors and administrators.

Sealed with our seals and dated this 28th day of
September, 1934.

The condition of the above obligation is such
that whereas, the said M. R. Bethea, Doing Business as Flomaton
Motor Company, did on the 15th day of September, 1934, sue out of
the Circuit Court of Baldwin County, Alabama, a writ of detinue
directed to any sheriff of the State of Alabama, commanding him to
take into his possession the following described property, to-wit:
One 1929 Chevrolet Sedan, Motor Number 775950, which said writ was
placed in the hands of W. R. Stuart, Sheriff of Baldwin County, Al
abama, on the 22nd day of September, 1934, and by him executed on
the 22nd day of September, 1934, by taking into his possession the
following described property, to-wit: One 1929 Chevrolet Sedan
Motor Number 775950; and whereas the said Warren D. Gause has fail
ed and neglected for the space of five days from the execution of
said writ to give bond and take possession of the said property as
authorized by law.

Now, if the said M. R. Bethea, Doing Business
as Flomaton Motor Company, upon his failing in the said suit shall
deliver the said property to the said Warren D. Gause, Defendant,

within thirty days after judgment and pay damages for the detention
of the property and costs of Court, then this obligation to be void
otherwise to remain in full force and effect.

M. R. BETHEA, Doing Business as
Flomaton Motor Company, (SEAL)

By M R Bethea (SEAL)

E E Watson (SEAL)

W E Thacker (SEAL)

Taken and approved on this the 7th
day of September, 1934.

M R. Stearns

Sheriff, Baldwin County, Alabama.

*If presented in my County I
would accept as a #1 Bond
and will guarantee this one*

9/29/34

*W. Byrnes, Sheriff
Escambia Co.*

RECORDED

REPLEVY BOND OF PLAINTIFF.

M. R. BETHEA, Doing Business as
FLOMATON MOTOR COMPANY,

Plaintiff,

VS.

WARREN D. GAUSE,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

Filed on this the 1 day of Sept-
ember, 1934.

Filed Oct 1st 1934

M. A. Blackburn

J. B. BLACKBURN
ATTORNEY AT LAW
BAY MINETTE, ALABAMA

Siven
D.W. Hare
Judge

4. The Court charges the Jury that a party claiming that a written instrument has been altered has the burden of proving the alteration.

CASH RECEIVED	
CREDIT	DATE <u>June 12th. 1933.</u>
Lewis Williams,	\$25.00
Deposit on new car. Not to be paid in cash.	
Flomaton Motor Co. <i>M. R. Bethea</i> M. R. Bethea, Mgr.	

CASH RECEIVED	
CREDIT	DATE <u>June 27th 1933</u>
<i>W. D. Gause</i>	\$ <u>25.00</u>
<i>Deposit on Car. Not to be paid in cash.</i>	
<i>Flomaton Motor Co.</i> <i>Per. H.W.</i>	