

STATE OF ALABAMA

BALDWIN COUNTY.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summons C. A. THOMPSON to appear within thirty (30) days of 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 MAMIE B. BATSON.

Witness my hand this the 26 day of December, 1934.

G. A. Stone
Clerk.

MAMIE B. BATSON,
Plaintiff,
VS.
C. A. THOMPSON,
Defendant.

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

ONE:

The Plaintiff claims of the Defendant NINE HUNDRED TWENTY THREE and 26/100 (\$923.26) upon account stated between the Plaintiff and Defendant, on to-wit, the 3rd day of June, 1930.

TWO:

The Plaintiff claims of the Defendant NINE HUNDRED TWENTY THREE and 26/100 (\$923.26) DOLLARS for merchandise

~~goods and chattel sold by the Plaintiff to the Defendant,~~

on to-wit, the 3rd day of June, 1930.

Which sums of money, with the interest thereon,
are still due and unpaid.

Beebe & Hall
Attorneys for Plaintiff.

doct page 93

112

RECORDED
check

MAHIE B. BATSON,

Plaintiff,

VS.

C. A. THOMPSON,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW.

Filed the 26 day of
December, 1934.

M. A. Stone
Clerk.

W. P. Hunt
Sheriff
Ed. F. Stewart
Deputy Sheriff

W. A. Thompson
Complaint on

by serving copy of within Summons and

1934

12/26/34

RECORDED
check

The State of Alabama, {
Baldwin County

CIRCUIT COURT

To Hon. T. B. Davis, Attorney at Law,
Columbia, Mississippi.

KNOW YE: That we, having full faith in your prudence and competency, have appointed you Commissioner, and by these presents do authorize you, at such time and place as you may appoint, to call before you and examine Mrs. H. D. Messer

as witnesses in behalf of Defendant in a cause pending in our Circuit Court of Baldwin County, of said State, wherein

Mamie B. Batson,

Complainant

and

C.A. Thompson,

Defendant,

on oath to be by you administered, upon her

to take and certify the deposition... of the witness.... and return the same to our Court, with all convenient speed, under your hand.

Witness 14th day of September 19 35

Rubens Duck

REGISTER

COMMISSIONER'S FEE, \$ 10.00

WITNESS' FEES, \$ 3.00

RECORDED
NO. 112-312-300

The State of Alabama
BALDWIN COUNTY
CIRCUIT COURT

VS. Complainant

Defendant

COMMISSION TO TAKE DEPOSITION

COMMISSIONER:

WITNESSES:

Costs \$1300

Circuit Court, Baldwin County

113

Maurice Peterson

C. A. Thompson

VS.

PLAINTIFF

DEFENDANT

BILL OF COST

CLERK'S FEES		Dollars	Cts.	AMOUNT BROUGHT FORWARD		\$	Cts.
Issuing Summons and Complaint	\$1 25	1	25	Transcript to Supreme Court, 15c per hundred words			
Copies of same, when over 200 words, 15c per 100	30		30	Copies, 5c per hundred words			
Issuing Alias Summons and Complaint	1 25			Citation to Appellee in Appeal, 20c per hundred words			
Entering Sheriff's Return on Summons and Complaint	20			Certificate with Seal, 50c. Without Seal	25		
Docketing Cause 25c. Ent. Appearance 20c	45		45	Witness Certificate	25		
Subpoena for Witness	30			Taking Bond Not Above Mentioned	75		
Making Certificate of Judgment	50			Entering Order of Court not above named	30		
Filing	10		90	Administering Oath	25		
Trial and Incidents	75			Taking Bond for Costs of Non-Resident Plaintiff	75		
Entering Judgment, or copy of same	30			Copy of any paper not above named, 15c per hundred words			
Order for Continuance	10		20	Filing Writ of Prohibition and Entering Return	15		
Issuing Execution	50			Issuing Writ of Prohibition	75		
Docketing Execution	25			Issuing copies of same, 15c per 100 words			
Issuing copy of same	50			Filing Mandamus and Entering Return	15		
Entering Sheriff's Return on Execution, 15c per hundred words	20			Issuing Writ of Mandamus	75		
Final Record, 15c per hundred words	30	6	00	Issuing copies of same, 15c per 100 words			
Order for Alias Summons and Complaint	30			Total Clerk's Fees			
Order to Dismiss Cause	30		30	SHERIFF'S FEES			
Order to Set Aside Dismissal	30			Serving and Returning Summons	\$1 50	1	50
Order Overruling Motion to Set Aside Dismissal	75			Serving and Returning Subpoenas	65		
Order Granting New Trial	30			Collecting Execution for Costs	1 50		
Order Overruling Motion for New Trial	30			Serving and Returning Sci. Fa. Notice, etc.	65		
Order Overruling Motion for Continuance	30			Executing Writ of Possession	2 50		
Order Overruling Motion to Set Aside Default	30			Levyng Attachment	3 00		
Order for Notice to Non-Resident Defendant	30			Entering and Returning Attachment	25		
Issuing Notice for Publication and Copy 20c per hundred words				Entering and Returning Execution	25		
Order to Give Security for Costs	30			Summoning and Returning Garnishee	1 50		
Order to Give Additional Bond	30			Taking and Approving Garnishee Bond	75		
Order to Execute Writ of Inquiry	30			Serving and Returning Writs	1 50		
Order of Sale in Attachment	30			Serving and Returning Summons on Forcible Entry	1 00		
Order for Leave to Amend Complaint	30			Executing Writ of Restitution in such cases	2 00		
Order for Leave to Amend Pleas	30			Taking and Approving Bonds of Every Kind	1 00		
Order for Leave to Amend Writ of Process	30			Taking and Approving Claim Bond	1 00		
Order for Attachment for Witness	30			Taking and Approving Forthcoming Bond	1 00		
Filing Deposition	10			Taking and Approving Bail Bond	1 00		
Issuing Commission to Take Deposition	75			Taking and Approving Plaintiff's Detinue Bond	1 00		
Issuing copy of same, per hundred words	15			Taking and Approving Defendant's Detinue Bond	1 00		
Issuing Copy of Interrogatories, 15c per hundred words, but not less than	50		2 00	Making Deed	2 50		
Endorsing each Pet. Deposition Opened	10			Serving Attachment for Contempt of Court	1 50		
Taking Bond in Garnishment on Summons	75			Collecting Money on Execution			
Summons to Garnishee	50		12 15	Empanelling Jury	75		
Copies of same, 20c per hundred words				Sheriff's Commission for Property Sold under Attachment			
Notice to Defendant in Garnishee on Summons, and copy, per hundred words	20			Seizing Personal Property on Writ of Detinue	3 00		
Swearing Garnishee and Recording Answer, 15c per hundred words, but not less than	50			Total Sheriff's Fees			
Filing Attachment	10			RECAPITULATION			
Issuing Attachment Writ and Taking Bond	1 00			Judgment			
Issuing Copies of Attachment Writ, 15c per hundred words				Interest			
Filing Certiorari and Entering Return	15			Clerk's Fees	2 20		
Taking Certiorari Bond and Filing Same	75			Sheriff's Fees			
Issuing Writ of Certiorari	75			Justice's Fees			
Issuing copies of same, 15c per 100 words				Constable's Fees			
Issuing Writ of Scieri Facias, or Notice in Nature of	75			Witnesses' Fees			
Issuing copies of same, 15c per 100 words				Commissioners' Fees			
Taking Supersedeas Bond and Filing same	75			Printer's Fees			
Taking Appeal Bond and Filing same	75			Stenographer's Fees	5 00		
TOTAL FORWARDED				Answer of Garnishee			
				Trial Tax	3 00		
				Total			

Received payment this day of 193

ATTEST

Clerk Circuit Court, Baldwin County, Ala.

Recd.

5-21-36

12 15
1 50
3 00
10 00
3 00
29 65

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Page 264

MAMIE B. BATSON,

Plaintiff,

VS.

C. A. THOMPSON,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW

NO. 112.

Comes the Plaintiff and amends her complaint heretofore filed, by adding the following, Counts Three and Four.

THREE:

The Plaintiff claims of the Defendant, to-wit, TWELVE HUNDRED FIFTY-EIGHT AND 26/100 (\$1258.26) DOLLARS, damages for the conversion by him on the third day of June, 1930, of the following chattels, to-wit:

The stock of goods of the B. & T. Grocery Company in Bay Minette, Alabama, one-half of which was the property of the Plaintiff.

The Plaintiff admits a payment on the amount due of, to-wit, THREE HUNDRED THIRTY-FIVE (\$335.00) DOLLARS.

FOUR:

The Plaintiff claims of the Defendant, to-wit, TWELVE HUNDRED FIFTY-EIGHT AND 26/100 (\$1258.26) DOLLARS, damages for the conversion by him on the third day of June, 1930, of the following chattels, to-wit:

An undivided one-half interest in the stock of goods of the B. & T. Grocery Company, in Bay Minette, Alabama, the property of the Plaintiff.

The Plaintiff admits a payment of THREE HUNDRED THIRTY-FIVE (\$335.00) DOLLARS.

Which sums of money, with interest thereon, are still

due and unpaid.

Beebe & Hae
Attorneys for Plaintiff.

117 RECORDED

ATTENDED COMPLAINT.

MAMIE B. BATSON,

Plaintiff,

VS.

G. A. THOMPSON,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

AT LAW

NO. 112.

Filed this 27 day of AUG.,
1935.

Robert S. Ruck
Clerk.

RECORDED
1-28-35

RECORDED

MAMIE B. BATSON,

Plaintiff,

-vs-

C. A. THOMPSON,

Defendant.

IN THE CIRCUIT COURT-LAW SIDE

STATE OF ALABAMA

BALDWIN COUNTY.

Now comes the Defendant and files this, his Demurrer, to each and every count, separately and severally, in said Complaint, and assigns as grounds therefor:-

1st. That said Complaint states no cause of action.

2nd. That said Complaint on its face shows it is barred by the Statute of Limitations of three years.

Hyatt, Heard & Chason
Attorneys for Defendant.

112
RECORDED
Duck
DEMURRER.

MAMIE B. BATSON,

plaintiff,

-VS-

C. A. THOMPSON,

defendant.

IN THE CIRCUIT COURT-LAW SIDE

STATE OF ALABAMA

BALDWIN COUNTY.

Filed January 22, 1935

Robert S. Duck
Clerk.

Circuit Court, Baldwin County

Mamie Batson

PLAINTIFF

VS.

C.A. Thompson

DEFENDANT

BILL OF COST

CLERK'S FEES

	Dollars	Cts.
Issuing Summons and Complaint	\$1	25
Copies of same, when over 200 words, 15c per 100	30	30
Issuing Alias Summons and Complaint	1	25
Entering Sheriff's Return on Summons and Complaint	20	45
Docketing Cause 25c. Ent. Appearance, 20c	45	30
Subpoena for Witness	50	90
Making Certificate of Judgment	10	75
Filing	2	30
Trial and Incidents	30	20
Entering Judgment, or copy of same	10	50
Order for Continuance	2	25
Issuing Execution	25	50
Docketing Execution	50	20
Issuing copy of same	20	30
Entering Sheriff's Return on Execution, 15c per hundred words	30	30
Final Record, 15c per hundred words	30	30
Order for Alias Summons and Complaint	30	30
Order to Dismiss Cause	30	75
Order to Set Aside Dismissal	30	30
Order Overruling Motion to Set Aside Dismissal	75	30
Order Granting New Trial	30	30
Order Overruling Motion for New Trial	30	30
Order Overruling Motion for Continuance	30	30
Order Overruling Motion to Set Aside Default	30	30
Order for Notice to Non-Resident Defendant	30	30
Issuing Notice for Publication and Copy 20c per hundred words	30	30
Order to Give Security for Costs	30	30
Order to Give Additional Bond	30	30
Order to Execute Writ of Inquiry	30	30
Order of Sale in Attachment	30	30
Order for Leave to Amend Complaint	30	30
Order for Leave to Amend Pleas	30	30
Order for Leave to Amend Writ of Process	30	30
Order for Attachment for Witness	30	10
Filing Deposition	10	75
Issuing Commission to Take Deposition	75	15
Issuing copy of same. per hundred words	15	50
Issuing Copy of Interrogatories. 15c per hundred words. but not less than	50	10
Endorsing each Pet. Deposition Opened	10	75
Taking Bond in Garnishment on Summons	75	50
Summons to Garnishee	50	20
Copies of same, 20c per hundred words	20	50
Notice to Defendant in Garnishee on Summons, and copy, per hundred words	50	10
Swearing Garnishee and Recording Answer, 15c per hundred words, but not less than	10	10
Filing Attachment	10	100
Issuing Attachment Writ and Taking Bond	100	15
Issuing Copies of Attachment Writ, 15c per hundred words	15	75
Filing Certiorari and Entering Return	75	75
Taking Certiorari Bond and Filing Same	75	75
Issuing Writ of Certiorari	75	75
Issuing copies of same, 15c per 100 words	75	75
Issuing Writ of Scieri Facias, or Notice in Nature of	75	75
Issuing copies of same, 15c per 100 words	75	75
Taking Supersedeas Bond and Filing same	75	75
Taking Appeal Bond and Filing same	75	75

TOTAL FORWARDED

AMOUNT BROUGHT FORWARD

	\$	Cts.
Transcript to Supreme Court, 15c per hundred words		25
Copies, 5c per hundred words		30
Citation to Appellee in Appeal, 20c per hundred words		45
Certificate with Seal, 50c. Without Seal	25	25
Witness Certificate	25	75
Taking Bond Not Above Mentioned	30	25
Entering Order of Court not above named	25	75
Administering Oath	25	15
Taking Bond for Costs of Non-Resident Plaintiff	75	75
Copy of any paper not above named, 15c per hundred words		15
Filing Writ of Prohibition and Entering Return	15	75
Issuing Writ of Prohibition	15	75
Issuing copies of same, 15c per 100 words	15	75
Filing Mandamus and Entering Return	15	75
Issuing Writ of Mandamus	75	12
Issuing copies of same, 15c per 100 words	75	25
Total Clerk's Fees		150
SHERIFF'S FEES		150
Serving and Returning Summons	\$1	50
Serving and Returning Subpoenas	65	150
Collecting Execution for Costs	1	50
Serving and Returning Sci. Fa. Notice, etc.	65	50
Executing Writ of Possession	2	50
Levying Attachment	3	00
Entering and Returning Attachment	25	25
Entering and Returning Execution	25	150
Summoning and Returning Garnishee	1	50
Taking and Approving Garnishee Bond	75	100
Serving and Returning Writs	1	50
Serving and Returning Summons on Forcible Entry	1	00
Executing Writ of Restitution in such cases	2	00
Taking and Approving Bonds of Every Kind	1	00
Taking and Approving Claim Bond	1	00
Taking and Approving Forthcoming Bond	1	00
Taking and Approving Bail Bond	1	00
Taking and Approving Plaintiff's Detinue Bond	1	00
Taking and Approving Defendant's Detinue Bond	1	00
Making Deed	2	50
Serving Attachment for Contempt of Court	1	50
Collecting Money on Execution	75	75
Empanelling Jury	75	300
Sheriff's Commission for Property Sold under Attachment	3	00
Seizing Personal Property on Writ of Detinue	3	00
Total Sheriff's Fees		150
RECAPITULATION		125
Judgment		150
Interest		150
Clerk's Fees		150
Sheriff's Fees		150
Justice's Fees		300
Constable's Fees		1000
Witnesses' Fees		300
Commissioners' Fees		1000
Printer's Fees		500
Stenographer's Fees		300
Answer of Garnishee		300
Trial Tax		300
Total	\$	2965

Received payment this _____ day of _____ 193 _____

ATTEST

Clerk Circuit Court, Baldwin County, Ala.

MAMIE B. BATSON,

Plaintiff,

-vs-

C. A. THOMPSON,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

AT LAW.

INTERROGATORIES TO BE PROPOUNDED TO MRS. H. D. MESSER, A RESIDENT OF COLUMBIA, MISSISSIPPI, WHO IS A MATERIAL WITNESS FOR THE DEFENDANT IN THE AFORESAID CAUSE, AND WHOSE TESTIMONY WHEN TAKEN WILL BE USED BY THE DEFENDANT IN THE TRIAL OF SAID CAUSE.

FIRST INTERROGATORY:

Please state your name, age and residence. Are you acquainted with the Plaintiff and the Defendant in this cause?

SECOND INTERROGATORY:

During the year 1930 were you residing in Bay Minette, Alabama? Were you acquainted with the B. & T. Grocery Company during that year? Were you in their employ? If so, when did you start to work for them and when did you terminate your employment with said Grocery Company?

THIRD INTERROGATORY:

If you say that you were in the employ of the B. & T. Grocery Company during the year 1930, who were the partners in said grocery company at the time that you started to work for them? What were your duties in connection with your said employment? Did you keep the books? Did you handle the cash?

FOURTH INTERROGATORY:

When you first started to work with the B. & T. Grocery Company were they handling feed stuffs at that time? Was Mrs. Mamie B. Batson engaged in carrying on a feed and grain business during the early part of 1930? Was this feed and grain business carried on in the store of the B. & T. Grocery Company, or was it carried on in the building across the street from the B. & T. Grocery Company? Who looked after this feed business for Mrs. Mamie B. Batson? If you say that you did, did you keep the moneys flowing from the feed and grain business separate and apart from the moneys of the B. & T. Grocery Company?

FIFTH INTERROGATORY:

Did Mrs. Mamie B. Batson sell a half interest in her feed and grain business to C. A. Thompson on or about the 3rd day of June, 1930? If so, was the feed and grain business moved from across the street where it had been carried on to the B. & T. Grocery Company store? If you say that C. A. Thompson purchased a half interest in the feed and grain business from Mrs. Mamie B. Batson on or about June 3rd, 1930, did C. A. Thompson pay Mrs. Mamie B. Batson for the same?

SIXTH INTERROGATORY:

At or about the time Mrs. Mamie B. Batson sold a half interest in her grain and feed business to C. A. Thompson and said business was moved to the store of the B. & T. Grocery Company, did Henry Moorer buy a half interest in said B. & T. Grocery Com-

(page two)

pany, together with a half interest in said feed and grain business from Mamie B. Batson and J. O. Batson? After June 3rd, 1930, did Henry D. Moorner participate in the affairs of the B. & T. Grocery Company? Did he come in and examine the books and make directions as to the conduct of the business? Did he claim to be a partner in said business? Did he claim to have purchased a half interest in said business from Mamie B. Batson and J. O. Batson? Did he state in your presence and in the presence of C. A. Thompson that he was a member of the firm of the B. & T. Grocery Company? Did C. A. Thompson state in Henry D. Moorner's presence that the said Moorner was a partner in the B. & T. Grocery Company? Did the said Henry D. Moorner after June 3rd, 1930, and during the time that you remained in the employ of the B. & T. Grocery Company, claim to be a partner with C. A. Thompson in the B. & T. Grocery Company and in the feed and grain business carried on by said grocery company after June 3rd, 1930?

SEVENTH INTERROGATORY:

Did you start to work with the B. & T. Grocery Company at the time that it opened its doors for business? From whom did the B. & T. Grocery Company acquire its stock of goods? Were these goods purchased by J. O. Batson and C. A. Thompson from M. B. Hamilton on or about the 18th day of April, 1930? What were the assets of the B. & T. Grocery Company at the time that it or they commenced business? Was there any money put into the business by either of the partners or anyone else after they commenced business up until the time that you ceased to work for the B. & T. Grocery Company? If so, what amounts were put into the business, and by whom? What relation was Mamie B. Batson to J. O. Batson? Did Mamie B. Batson and J. O. Batson own a half interest in the B. & T. Grocery Company and the feed and grain business at the time that they sold their interest in said business to H. D. Moorner? During the year 1930, and during the time that you were working for the B. & T. Grocery Company, was J. O. Batson in bad health? Did Mamie B. Batson, his wife, look after his business affairs for him?

Hybart & Chason
Attorneys for Defendant.

Defendant suggests Hon. T. B. Davis, a practicing Attorney at Law, whose principal office and residence is Columbia, Mississippi, as being a suitable person to act as Commissioner in taking the deposition of Mrs. H. D. Messer in answer to the foregoing Interrogatories.

Hybart & Chason
Attorneys for Defendant.

STATE OF ALABAMA,

BALDWIN COUNTY.

Before me, the undersigned authority in and for said State and County, personally appeared John Chason, who is one of the Attorneys of record for Defendant in the above styled cause, and who after being by me first duly and legally sworn, doth depose and say as follows:-

That the witness to whom above Interrogatories are propounded resides more than 100 miles from Bay Minette, Alabama, computing by the route usually travelled, and also resides out of the State of Alabama, said witness being a resident of Columbia, Mississippi, and that said answers when made will be material testimony for the Defendant in the aforesaid cause.

Sworn to and subscribed before me, this 5th day of Sept. 1935.

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

John Chason

INTERROGATORIES.

7 - 303-14

MAHIE B. BATSON,

Plaintiff,

-VS-

G. A. THOMPSON,

Defendant.

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

Filed September 7, 1935

Robert D. Duck
Clerk.

LAW OFFICES
HYBART, HEARD
& CHASON
BAY MINETTE, ALABAMA

9/7/35-
We hereby accept service of the
within this day
Beck & Hise
Atty for Plaintiff

MAMIE B. BATSON,)	
	:	
Plaintiff,)	IN THE CIRCUIT COURT OF
	:	
-vs-)	BALDWIN COUNTY, ALABAMA.
	:	
C. A. THOMPSON,)	AT LAW.
	:	
Defendant.)	

ANSWERS TO INTERROGATORIES PROPOUNDED TO MRS. H. D. MESSER IN THE ABOVE STYLED CAUSE AND ANSWERED BEFORE T. B. DAVIS, COMMISSIONER.

Mrs. H. D. Messer having appeared before T. B. Davis, Commissioner, and being first duly sworn as the law directs makes answer to the interrogatories propounded by Hybart and Chason, attorneys for the defendant in the above styled cause, and answering said interrogatories under oath as required by law;

In answer to the first interrogatory she says,

My name is Mrs. H. D. Messer, 29 years of age, I am acquainted with both the plaintiff and defendant in the above styled cause.

In answer to the second interrogatory she says,

I was residing in Bay Minette, Alabama during the year 1930. I was acquainted with B & T Grocery Company during that year, and in their employ. I am sure I begun work for them in April, 1930, but am not sure as to the day of the month, but think it was the early part of the month. I terminated my employment with this Company on the 24th day of December, 1930.

In answer to the third interrogatory she says,

When I began work with said Grocery Company in April, 1930, Mr. J. O. Batson and C. A. Thompson were the partners. My principal duties as such employee was bookkeeper and attending the cash register, answering the telephone and assisted in ordering stock and in fact did anything that came to hand and which I found necessary to be done. Yes, I kept the books. I also handled the cash.

In answer to the fourth interrogatory she says,

When I begun work for them B & T Company was not handling feed stuff, but Dr. Batson and Mrs. Batson were handling feed stuff in a separate building across the street from B. & T. Grocery Company, but about two months after I began work this feed stuff was moved over in the building of the B. & T. Grocery Company, but was continued to be handled by Mr. and Mrs. Batson. Of course, I would make sales of feed stuff but all monies received for feed stuff was kept separate from the money of the Grocery Company, it was kept in a cigar box. This continued until Mr. C. A. Thompson bought out Mrs. Batson, Mrs. Batson had charge of the feed business during her husbands illness. All connected with the store assisted Mrs. Batson in handling this

feed business, including myself, always keeping the money separate until Mrs. Batson sold out to Mr. C. A. Thompson, which was in June, and I think the 3rd day of that month in 1930.

In answer to the fifth interrogatory she says.

Yes, Mrs. Mamie B. Batson sold a half interest in her feed and grain business to C. A. Thompson on or about the 3rd day of June, 1930, and on the same day she sold the other half interest to Mr. Henry D. Moorner. A short while before Mrs. Batson sold out the feed business it had been moved from across the street to the store of B. & T. Grocery Company. To the best of my recollection the feed business had been transferred to the house of the grocery business some two or three weeks before Mrs. Batson sold out. Yes, at the time Mrs. Mamie B. Batson sold the feed business to C. A. Thompson on or about June 3, 1930, he paid her for same with a check, but I do not know the amount of the check.

In answer to the sixth interrogatory she says,

Yes, about the time Mrs. Batson sold a half interest in the feed business to C. A. Thompson, Henry Moorner bought a half interest in the B. & T. Grocery Company from Mamie B. Batson and J. O. Batson. Yes, after June 3, 1930 Henry D. Moorner participated in the affairs of the B. & T. Grocery Company, and he came in, examined the books and made directions as to the conduct of the business and claimed to be a partner in the business. Yes, he claimed to be a partner in the business and to have purchased it from Mamie B. and J. O. Batson, and he stated in my presence and in the presence of C. A. Thompson that he was a member of the firm of B. & T. Grocery Company. This statement was made immediately after he purchased the interest and when he called upon me to show him the books. Yes, C. A. Thompson did state in Henry Moorner's presence that the said Moorner was a partner in the B. & T. Grocery Company. Yes, while I was in the employ of the Grocery Company Henry D. Moorner, after June 3, 1930 claimed to be a partner with C. A. Thompson in the B. & T. Grocery Company and in the feed and grain business carried on by said Grocery Company after June 3, 1930.

In answer to the seventh interrogatory she says,

I started to work with B. & T. Grocery Company the day it opened its doors for business. The stock of goods was purchased from Morris B. Hamilton; these goods were purchased by J. O. Batson and C. A. Thompson from M. B. Hamilton, sometime during the month of April, 1930, but I cannot say the exact day. I cannot say what the assets of the B. & T. Grocery Company were at the time it commenced business but I know it had a rather large stock of goods, consisting mostly of canned stuff. According to the books neither of the partners, or anyone else put any money in the business after they commenced business and while I was in its employ. Mamie B. Batson and J. O. Batson were husband and wife. Yes, Mamie B. Batson and J. O. Batson owned a half interest in the B. & T. Grocery Company and the feed and grain business at the time they sold said business to H. D. Moorner. Yes, during the year 1930 and while I was working for B. & T. Grocery Company, J. O. Batson was in bad health, and his wife, Mamie B. Batson looked after his business affairs for him.

Mrs. H. D. Messer

STATE OF MISSISSIPPI,
COUNTY OF MARION.

This day personally came and appeared before me, the undersigned official in and for said County and State, Mrs. H. D. Messer, who being by me first duly sworn as the law directs says on oath that the answers to the interrogatories propounded to her by the attorneys for the defendant in the aforesaid cause, which she has answered as true, are true as therein answered and that those answers made to the best of her recollection are true to the best of her recollection.

Mrs. H. D. Messer

Sworn to and subscribed before me this 18th day of September, 1935.

J. G. Zalar
Clerk of the Court for Marion
County

I, T. B. Davis, an attorney at Columbia, Mississippi, do hereby certify that in response to the Commission directed to me in the above styled cause, I have this day caused Mrs. H. D. Messer to appear before me, when she was first duly sworn as the law directs and upon oath she did make answer to the seven different interrogatories propounded to her by the attorneys for the defendant. That in making these answers to these interrogatories she did so freely and voluntarily and without any suggestion from me or anyone else.

This the 18th day of September, 1935.

T. B. Davis
Commissioner

11 2
RECORDED

Book
7 - 317

Mamie B. Bateon,
Plaintiff,

vs.

C. A. Thompson,
Defendant.

In the Circuit Court of
Baldwin County, Alabama.
At Law.

Answers to
Interrogatories

Filed this 26th day of Sep 1935
at *Book*
Clerk of Court

MAMIE B. BATSON,

Plaintiff,

-VS-

C. A. THOMPSON,

Defendant.

IN THE CIRCUIT COURT OF BALDWIN

COUNTY, ALABAMA. AT LAW.

Now come the defendant and files this his demurrer, separately and severally to each Count in the Complaint and assigns separately and severally the following grounds therefor:

1. That said Count does not state a cause of action.
2. That said account appears to be barred by the Statute of Limitations of three years.
3. That said account appears to be a misjoinder of contract and tort.
4. That said Count does not designate with that certainty that the law requires the property that is alleged to have been converted.
5. That said Count attempts to show a conversion but there appears to be a waiver of this conversion by the acceptance of a payment thereon.
6. That said conversion appears to have been waived by the plaintiff.
7. That said conversion appears to have been ratified by the plaintiff.

Hyatt G. Chason
ATTORNEYS FOR DEFENDANT.

Original

RECORDED
7-440

MAMIE B. BATSON,
Plaintiff

-VS-

C. A. THOMPSON,
Defendant.

DEMURRER.

*Filed March 30 1936
Robert L. Duncanson
Clk*

LAW OFFICES
HYBART, HEARD
& CHASON
BAY MINETTE, ALABAMA

MAMIE B. BATSON,
Plaintiff,
VS.
C. A. THOMPSON,
Defendant.

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

And now comes the Plaintiff and objects to the following interrogatories propounded to Mrs. H. D. Messer, and to each question set out in said interrogatories separate and severally and for grounds of said objections says:

THIRD INTERROGATORY:

That said questions call for immaterial, irrelevant and incompetent testimony; that they call for hearsay testimony; that they call for the conclusion of the witnesses; that they call for secondary evidence.

FOURTH INTERROGATORY:

That said questions call for immaterial, irrelevant and incompetent testimony; that they call for hearsay testimony; that they call for the conclusion of the witnesses; that they call for secondary evidence.

FIFTH INTERROGATORY:

That said questions call for immaterial, irrelevant and incompetent testimony; that they call for hearsay testimony; that they call for the conclusion of the witnesses; that they call for secondary evidence.

SIXTH INTERROGATORY:

That said questions call for immaterial, irrelevant and incompetent testimony; that they call for hearsay testimony; that they call for the conclusion of the witnesses; that they call for secondary evidence.

SEVENTH INTERROGATORY:

That said questions call for immaterial, irrelevant and incompetent testimony; that they call for hearsay testimony; that they call for the conclusion of the witnesses; that they call for secondary evidence.

Beebe & Nace
Attorneys for Plaintiff.

CLERK.

Filed this _____ day of September,
1935.

OBJECTIONS TO INTERROGATORY
QUESTIONS.

AT LAW.

JOHN W. COLEMAN, ATTORNEY,

IN THE CIRCUIT COURT OF

Defendant.

O. A. JOHNSON,

VS.

Plaintiff.

WILLIE B. BARNES,

112
RECORDED
Ruck
7-2-86

HARVEY D. BATSON,
Plaintiff,

vs.

C. A. THOMPSON,
Defendant.

IN THE CIRCUIT COURT OF
SALDWIN COUNTY, ALABAMA,

AT LAW,

OBJECTIONS TO INTERROGA-
TORIES

Filed this 10 day of Septem-
ber, 1935.

Robert S. Ruck
Clerk.

MAMIE B. BATSON,

Plaintiff,

-VS-

C. A. THOMPSON,

Defendants.

IN THE CIRCUIT COURT OF BALDWIN

COUNTY, ALABAMA.

AT LAW.

Now comes the defendant and files the following pleas separately and severally to each Count of the Complaint:

1. The defendant pleads non-assumpsit.
2. The defendant denies the allegations of each and every Count of the complaint.
3. The defendant pleads not guilty.
- ~~4. Defendant says that the demand which is the basis of this suit is barred by the Statute of Limitation of three years.~~

Hyatt & Chason
Attorneys for Defendant.

7-440
MAMIE B. BATSON,

Plaintiff,

-vs-

C. A. THOMPSON,

Defendant.

P L E A S.

Filed March 30 1936
Robert D. Smith
clerk

LAW OFFICES
HYBART, HEARD
& CHASON
BAY MINETTE, ALABAMA

MAMIE B. BATSON,

Plaintiff,

VS.

C. A. THOMPSON,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW.

CROSS INTERROGATORIES PROFOUNDED TO MRS.
E. D. LESSER, A WITNESS FOR THE DEFENDANT.

FIRST INTERROGATORY:

Please state, if you know, the date that the B. & T. Grocery Company was organized. If you state that the Feed and Grain business was combined with the B. & T. Grocery Company business, is it not a fact that Mr. C. A. Thompson had charge of the business after that time? If you state that C. A. Thompson paid Mrs. Mamie B. Batson for the half interest in the said Feed and Grain business, then please state the source of your information? Was the payment made in cash or by check? Was there any receipt taken for said payment? Where was said payment made and who was present?

SECOND INTERROGATORY:

If you state Henry D. Moorer bought a half interest in the B. & T. Grocery Company, together with a half interest in the Feed and Grain business from Mrs. Batson, then please state the source of your information? Were you present at the time of the sale? Did you see any money or papers passed between Mr. Moorer and Mr. Thompson?

THIRD INTERROGATORY:

Is it not a fact that the B. & T. Grocery Company was a corporation? Who were the members composing said partnership or corporation? If you state that Henry D. Moorer participated in the affairs of the B. & T. Grocery Company, then please state just what he did? Please state who was manager of the business at that time? If you state that he claimed to be a partner in said business, please state when, where and who was present at the time you heard him making such a statement?

FOURTH INTERROGATORY:

Please state as nearly as you can the value of the stock of goods of the B. & T. Grocery Company on June 5, 1950, that is, after the grocery business and grain and feed business were combined. If you state that Mamie B. Batson sold her interest in the business to Henry D. Moorer, then please state the source of your information? Did you know of your own personal knowledge whether or not C. A. Thompson ever paid Mrs. Batson for her half interest in the business? If you state that C. A. Thompson did pay Mrs. Batson, then state whether or not it was in cash or by check? Was a receipt taken for said payment? Were you

present at the time the payments were made?

FIFTH INTERROGATORY:

Please state, if you know, the date that Dr. J. O. Batson died? Is it not a fact that Dr. J. O. Batson died prior to the date of the transaction between Mrs. Batson and C. A. Thompson? If you state that Mr. C. A. Thompson paid for the said business, please state to whom the said payments were made? As to Mr. Henry D. Moorner were they made in cash or by check? Were any receipts taken for said payments?

SIXTH INTERROGATORY:

Do you know anything about an agreement between Mr. C. A. Thompson and Mrs. Mamie B. Batson that he would buy her interest in the B. & T. Grocery Company? Please state whether or not, if you know, C. A. Thompson secured any papers from Mrs. Mamie B. Batson? Is it not a fact that C. A. Thompson secured a Bill of Sales from Mrs. Batson? Is it not a fact that nothing was ever paid? If you state that C. A. Thompson secured a Bill of Sales from Mrs. Mamie B. Batson, then please state, if you know, why such paper was secured if the property at that time belonged to Mr. Henry D. Moorner?

SEVENTH INTERROGATORY:

Is it not a fact that there was an understanding between Mr. Moorner and Mr. Thompson that Mr. Moorner would buy an interest in said business if and when the business was duly incorporated? Please state whether or not said business was ever incorporated? Is it not a fact that C. A. Thompson ~~refused or refused to carry~~ out his agreement with Mr. Moorner in failing to have the said business incorporated? Were there ever, in so far as you know, any papers drawn between Mr. Thompson and Mr. Moorner setting up the said partnership?

EIGHTH INTERROGATORY:

Do you know anything about an agreement between Mr. C. A. Thompson and Mrs. Mamie B. Batson as to the value of the said stock at the time Mr. Thompson purchased it from her? Is it not a fact that the stock was appraised at that time at approximately Twenty-five Hundred Dollars? Is it not a fact that the business was carried on from the date it was purchased from M. B. Hamilton and the stock from time to time increased? Is it not a fact that the B. & T. on or about June 5, 1930, was enjoying a good business? Please state, if you know, what approximately was their daily sales? Is it not a fact that immediately subsequent to June 5, 1930, that Mr. C. A. Thompson assumed complete domination and control of said business to the exclusion of Mrs. Mamie B. Batson?

NINTH INTERROGATORY:

Is it not a fact that there was an agreement, or it was agreed, between Mr. C. A. Thompson and Mr. Henry D. Moorner that when the business of B. & T. Grocery Company was incorporated that Mr. Moorner would buy stock in the new corporation? Is it not a fact that an agreement was reached between Mr. Thompson and Mr. Moorner that the B. & T. Grocery Company would be incorporated and that Mr. Moorner was instructed to draft proper incorporation papers? Is it not a fact that said business was never duly incorporated? Is it not a fact that it was expressly understood between Mr. Moorner and Mr. Thompson that Mr. Moorner would have nothing to do with the business until it was duly incorporated and proper certificates of stock issued? Is it not a fact that Mr. Moorner was continuously

requesting Mr. Thompson to go ahead and complete the incorporation of said business? Was Mrs. Mamie B. Bateson to be a member of the new corporation? Please state, if you know, who were to be the officers of the new corporation?

WRITTEN INTERROGATORY:

Is it not a fact that Mr. C. M. Thompson assumed complete control over the business known as the B. & T. Grocery Company? Is it not a fact that Mr. Thompson later moved it without the permission of anybody to a place other than where it was located at the time of the purchase from Mrs. Mamie B. Bateson? Is it not a fact that Mr. C. M. Thompson refused to acknowledge Mrs. Bateson as a part owner of the business?

Beebe & Hall
Attorneys for Plaintiff.

112
RECORDED

Duck
7-315

WALTER B. BAYSON,

Plaintiff,

vs.

G. A. THOMPSON,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

at (City) (State)

CROSS EXAMINATION.

Filed this 10 day of September,
1935.

Robert S. Duck
Clerk.

BEEBE & HALL

LAWYERS

BAY MINETTE, ALABAMA

MAMIE B. BATSON,)
Plaintiff,)
-vs-)
C. A. THOMPSON,)
Defendant.)

IN THE CIRCUIT COURT OF BALDWIN
COUNTY, ALABAMA.

AT LAW.

ANSWERS TO CROSS INTERROGATORIES PROPOUNDED TO MRS. H. D. MESSER, A
WITNESS FOR THE DEFENDANT, BY ATTORNEYS BEEBEE and HALL.
BEFORE T. B. DAVIS, COMMISSIONER.

Mrs. H. D. Messer having appeared before T. B. Davis, Commission-
er and being first duly sworn as the law directs makes answer to the
cross interrogatories propounded by Messrs Beebe and Hall, attorneys
for the plaintiff, and answering said interrogatories under oath as
required by law, she says:

In answer to the first cross interrogatory she says,

I do not know when the business was organized, but it opened in
April, 1930. After Mrs. Batson sold out her interest, Mr. C. A.
Thompson and H. D. Moorer became owners of the business and Mr.
Thompson apparently did more in the course of the direction of the
business than did anyone else, though Mr. Moorer and him conducted the
business together. C. A. Thompson executed one check which was in pay-
ment of the interest held by Mamie B. Batson and her husband for their
half interest in the feed and grain business, I saw Mr. Thompson write
the check and deliver it to Mrs. Batson, I think this was on the 3rd
day of June, 1930, and no one was present except Mr. Thompson, Mrs.
Batson and myself, and no receipt was taken by Mr. Thompson. This pay-
ment was made in the store at the place where we kept the cash register
and books. I remember that Mrs. Batson stated she wanted to get in the
Bank with the check before time for the Bank to close that afternoon.

In answer to the second cross interrogatory she says,

I understood that Mr. and Mrs. Batson owned a half interest in
the B. & T. Grocery Company and the feed and grain business, but as
to the exact interest Mrs. Batson owned and as to the exact interest
Mr. Batson owned, I cannot say, but Mrs. Batson conducted the business
on behalf of Mr. Batson and herself because of the physical condition
of Mr. Batson, and the reason I know that Mr. Henry D. Moorer bought
out the half interest in both businesses, which was owned by Mr. and
Mrs. Batson is that they all told me so and they all called on me to
show Mr. Moorer the books and it was freely talked by Mr. Moorer and
Mrs. Batson and all concerned. I do not know whether this sale was
evidenced by writing or not neither do I know the price paid, the
truth is, I think they all had perfect confidence in each other and
appeared to be the closest of friends. I saw no money or papers passed
between Mr. Moorer and Mr. Thompson.

In answer to the third cross interrogatory she says,

I understood that B. & T. Grocery Company was a partnership, I never did see its charter or any stock issued and there was no corporate stock among the papers that I kept and there was no corporate seal. When I began work there I understood that Dr. and Mrs. Batson and Mr. Thompson were the partners, but later Mr. and Mrs. Batson sold out to Moorner. It is my recollection that Mr. Moorner became a partner in June, 1930, whereupon he came into the store, examined the books and began to assist in directing as to how the business should be conducted and it was generally understood that he had purchased an interest in the business. I would presume that Mr. Thompson did more toward managing the affairs of the business than did Mr. Moorner, yet Mr. Moorner did dictate the conduct of the affairs to some extent. I was directed by Mr. Moorner and Mr. Thompson and Mrs. Batson to let the books show that Mr. Moorner was a partner in the business; I was first ordered to do this by Mr. Moorner and Mr. Thompson and later by Mrs. Batson, I don't know that anyone was present besides the partners. This was done in the building possessed by them and in which the business was carried on.

In answer to the fourth cross interrogatory she says,

I cannot state the value of the stock on hand on June 3rd, 1930, but I think the value of the feed stuff was around \$300.00, I remember an inventory was taken but cannot recall the result of the inventory and having no experience in estimating the value or quantity of a stock of goods in bulk, I would be afraid to say what this stock was worth. I know that Mrs. Batson sold her interest in the Grocery business and grain business to Henry D. Moorner. What I am trying to say is, that in the beginning Mr. and Mrs. Batson owned the entire feed and grain business and a half interest in the B. & T. Grocery business, they then sold a half interest in the feed and grain business to Mr. C. A. Thompson and next they sold their half interest in both the feed and grain business and B. & T. Grocery business to Mr. Moorner. Now I cannot tell you exactly what my source of information is further than I have already stated, but Mrs. Batson and Mr. Moorner and Mr. Thompson repeatedly made remarks in my presence and in the presence of each other which was to the effect that these sales had been made. Answering further cross interrogatory No. 4, I will say that I do know ~~with~~ of my own personal knowledge that C. A. Thompson paid Mrs. Batson for her half interest, that is the feed and grain business, and it was by check as related heretofore, but I do not know of any receipt being taken. I was present when the check was written and delivered.

In answer to the fifth cross interrogatory she says,

Dr. J. O. Batson died during the first week of August, 1930, I think the 3rd day. No, the transaction between Mrs. Batson and C. A. Thompson was made and consummated before the death of J. O. Batson. Mr. C. A. Thompson paid for the business with a check, which he delivered to Mrs. Batson. C. A. Thompson paid for the interest he purchased from Mr. and Mrs. Batson with a check as heretofore related. As to Mr. Henry D. Moorner, I do not recall whether the payment was made by check or cash and I know of no receipts being taken for said payment.

In answer to the sixth cross interrogatory she says,

I know nothing of any agreement between C. A. Thompson and Mrs. Mamie B. Batson that he would buy her interest in the B. & T. Grocery Company. And I know nothing of any papers secured from Mrs.

Batson by C. A. Thompson, and I know of no bill of sale secured by C. A. Thompson from Mrs. Batson. It is not a fact that nothing was ever paid.

In answer to the seventh cross interrogatory she says,

I know nothing of any agreement to the effect that Mr. Moorier would buy an interest in the business if it was ever incorporated, and I do not know whether or not it was ever incorporated, I know nothing of any agreement to or failure on the part of Mr. C. A. Thompson to have the business incorporated. And I know nothing of any papers having been drawn up between Mr. Moorier and Mr. Thompson in connection with a co-partnership.

In answer to the eighth cross interrogatory she says,

I know nothing about any agreement between C. A. Thompson and Mrs. Mamie B. Batson as to the value of the stock except at the time Mrs. Batson sold her half interest in the feed and grain business to Mr. Thompson, this feed inventoried around \$300.00, and Mr. Thompson, the feed man and Mrs. Batson and myself made this inventory. I know nothing of the stock being appraised at \$2500.00. I think it is true that the stock increased after it was purchased from M. B. Hamilton. And I think that on June 3rd, 1930, the business of B. & T. Grocery Company was fair. I do not know what the daily sales were but some days they were rather low and around June 3, 1930, the daily sales were rather small, some days falling as low as seven or eight dollars. The people seemed afraid of the bankrupt stock. I presume that after June 3, 1930, C. A. Thompson assumed control and dominion over the business to the exclusion of Mrs. Batson for the reason that after that date Mrs. Batson owned no interest in the business.

In answer to the ninth cross interrogatory she says,

I know of no agreement between Mr. Thompson and Mr. Moorier to the effect that Mr. Moorier would buy stock when B. & T. Grocery Company was incorporated and I know of no agreement to incorporate the business and nothing about Mr. Moorier having been instructed to draft papers to incorporate, and I do not know whether or not the business was ever incorporated and I know of no understanding between Moorier and Thompson that Mr. Moorier would have nothing to do with the business until after the business was incorporated, however I do know that Mr. Moorier had considerable to do with the business immediately following the date he purchased an interest in same, and I know nothing of Mr. Moorier requesting Mr. Thompson to complete the incorporation of the business and know nothing of Mrs. Mamie B. Batson agreeing to become a member of such corporation. In truth I never heard anyone suggest that a corporation was to be formed, and of course know nothing about who was to be the new officers of the corporation.

In answer to the tenth cross interrogatory she says,

While I was there Mr. Thompson did not have complete control but while he was a member of the firm he had joint control of the business. I know nothing of the business being moved by Mr. Thompson or anyone else. I have been in Mississippi for the last five years. I know nothing about Mr. C. A. Thompson refusing to acknowledge Mrs. Batson as a part owner of the business.

Mrs. H. D. Messer

STATE OF MISSISSIPPI,

COUNTY OF MARION.

This day personally came and appeared before me, the undersigned official in and for said County and State, Mrs. H. D. Messer, who after being by me first duly sworn as the law directs says on oath, that the answers to the cross interrogatories propounded to her by the attorneys for the plaintiff in the aforesaid cause, which she has answered as true, are true as therein answered, and that those answers made to the best of her recollection are true to the best of her recollection.

Mrs. H. D. Messer

Sworn to and subscribed before me this 18th day of September, 1935.

J. O. Tolson
Circuit Clerk Marion
County

I, T. B. Davis, an attorney at Columbia, Mississippi, do hereby certify that in response to the Commission directed to me in the above styled cause, I have this day caused Mrs. H. D. Messer to appear before me, when she was first duly sworn as the law directs and upon oath she did make answer to the ten different cross interrogatories propounded to her by attorneys for the plaintiff. That in making these answers to these interrogatories she did so freely and voluntarily and without any suggestion from me or anyone else.

This the 18th day of September, 1935.

T. B. Davis
Commissioner

117
RECORDED
Duck

7 -- 316

Mamie B. Bateson,
Plaintiff.

v.s.

C. A. Thompson,
Defendant.

In the Circuit Court of
Baldwin County, Alabama.
At Law.

Answers to
Cross Interrogatories

Filed this 31 day of Sept 1936
C. A. Duck
Clerk-Register

RECEIPT FOR REGISTERED ARTICLE No. 139

Fee paid. 15 class postage paid. 9-16, 1935

Declared value 20.00 Insurance paid, \$

From Robert S. Duchs Reg. & Co. (Sender)

Addressed to Mr. J. B. Duchs Atty. (Post office and State)

Columbia Miss (Addressed to)

Accepting employee will place initials in space below, indicating restricted delivery

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