

MENZIES SHOE COMPANY, a Corporation,  
Plaintiff,

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA,

AT LAW

NO. 145.

vs.  
J. H. HILL,  
Defendant.

Comes the Defendant and for answer to the Plaintiff's complaint, and to each count thereof, separately and severally, says:

ONE:

That the facts therein alleged are untrue.

TWO:

That the plaintiff, a foreign corporation, has not filed with the Secretary of State, of the State of Alabama, an instrument of writing, under the seal of the corporation and signed officially by the President and Secretary thereof, designating at least one known place of business in the State of Alabama, as required by law.

*doing business in State of Ala*

THREE:

That the plaintiff, a foreign corporation, has not filed with the Secretary of State, of the State of Alabama, an instrument of writing, under the seal of the corporation and signed officially by the President and Secretary thereof, designating an agent or agents residing in the State of Alabama, as required by law.

*doing business in State of Ala*

FOUR:

That the plaintiff is a foreign corporation, and has not qualified to do business in the State of Alabama, as required by law.

*doing business in State of Ala*

FIVE:

That the defendant is not indebted to the plaintiff in manner and form alleged, for the reason that the plaintiff, acting by and through its agent, Hartzal, who was then and there acting within

the line and scope of his employment, represented the shoes, the subject of this suit, to the plaintiff to be all leather, and that relying upon the said representative, the plaintiff ordered the shoes, but when received, it was found that they were not as represented; that on account of an inferior quality, the plaintiff could not sell them; that he immediately advised the plaintiff, in accordance with the agreement with their said agent, that he could not use the shoes, and that he was holding them for the plaintiff company, in accordance with arrangements with their representative.

SIX:

That the defendant is not indebted to the plaintiff in a manner and form alleged, for the reason that at the time the plaintiff gave his order to one Hartzal, who was the Agent of the plaintiff company, acting within the line and scope of his employment, it was expressly understood between the defendant and the said agent that the defendant was to receive the shoes and hold them, and they to remain the property of the plaintiff company until sold, and that the plaintiff would pay for them as sold; that on account of the inferior quality of the shoes and the fact that they were not as represented by the said agent, the defendant has been unable to sell them; that soon after receiving the said shoes, he reported to plaintiff company that the said shoes were not as represented to him by the said agent, and that he held them subject to further orders.

Beebe + Hase  
Attorneys for Defendant.

Defendant demands a trial by Jury.

Beebe + Hase  
Attorneys for Defendant.

145  
- Duck -  
9-299

HERZIES SHOE COMPANY, a  
Corporation,

Plaintiff,

VS.

J. H. HILL,

Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA,

AT LAW,

NO. 145.

ANSWER:

Filed this 20th day of Aug.  
1935,

*Robert S. Duck*

*att*

Clerk.

THE STATE OF ALABAMA, }  
Baldwin County.

No. \_\_\_\_\_ CIRCUIT COURT

AUGUST TERM 1935

To Any Sheriff of the State of Alabama :

You are hereby commanded to summon

J . H . H I L L

doing business as the J. H. HILL GROCERY COMPANY,

to appear and plead, answer or demur, within thirty day from the service hereof, to the Complaint filed in the Circuit Court of Baldwin County, State of Alabama at Bay Minette, Ala., against

J. H. HILL

Defendant .. by

MENZIES SHOE COMPANY, a corporation,

Plaintiff ..

Witness my hand this \_\_\_\_\_ day of July 1935.

*Robert L. Davis* Clerk.

COMPLAINT

MENZIES SHOE COMPANY, versus J. H. HILL doing business as  
a corporation, J. H. HILL GROCERY COMPANY,  
Plaintiff Defendant.

~~Plaintiff versus~~

The Plaintiff claims of the Defendant ONE HUNDRED, EIGHTY-SEVEN and 68/100

\_\_\_\_\_ Dollars, due by account stated between the plaintiff and the defendant on, to wit, the first day of June, 1935.

2. The plaintiff claims of the defendant the further sum of One Hundred, eighty-seven and 68/100 dollars for merchandise, goods and chattels sold by the plaintiff to the defendant on, to wit, September 8th, 1934.

3. The plaintiff claims of the defendant the further sum of one hundred, eighty-seven and 68/100 dollars as evidenced by itemized and verified account filed herewith.

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

*Elliot G. Rinsley*  
Attorney for Plaintiff.

Plaintiff's Attorney.

RECORDED  
*Back*

No. 143

THE STATE OF ALABAMA  
BALDWIN COUNTY

CIRCUIT COURT

MENZIES SHOE COMPANY,

PLAINTIFF

vs.

J. H. HILL,

DEFENDANT

Summons and Complaint

Filed, July 19th 1935

*Robert L. ...*, Clerk.

Defendant Lives at

Belforest.

ELLIOTT G. RICKARBY,  
Plaintiff's Attorney.

Defendant's Attorney

RECEIVED IN OFFICE

*July 20*, 1935  
*W. A. Wilkins*, Sheriff

I have executed this Writ

this *July 23*, 1935

by leaving a copy of the within Summons and Complaint with

*J. H. Hill*

*W. A. Wilkins*, Sheriff.

Deputy Sheriff.

**The State of Alabama**  
**Baldwin County**

**CIRCUIT COURT**

No. 146 Term, 193   

To Any Sheriff of the State of Alabama--Greeting:

You are hereby commanded. That of the goods and chattels, lands and tenements of \_\_\_\_\_

J. H. Hill

Defendants,

you cause to be made the sum of \_\_\_\_\_ Dollars,

Morgan Shoe Co

which \_\_\_\_\_ Plaintiffs

recovered of \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 193    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 \_\_\_\_\_, 193   , to date of collection.

Witness my hand, this \_\_\_\_\_ day of \_\_\_\_\_ 193   

\_\_\_\_\_ Clerk

CLERK'S FEES	AMOUNT	SHERIFF'S FEES	AMOUNT
For every Summons & Complaint	\$1.25	For Levying an Attachment	\$3.00
Each copy thereof	30	Entering and Returning Attachment	25
Entering a Sheriff's Return	20	Summoning Garnishee	1.50
Docketing	25	Serving Summons on Writ	1.50
Entering Appearance	20	Serving Notice Sci. Fa. Notice, etc.	65
Filings	10	Serving Subpoenas	65
Every order made in Court	30	Empanelling Jury	75
Copy thereof	25	Entering and Returning Execution	25
Every Trial with or without Jury	75	Collecting Cost Execution	1.50
Entering up Judgment or copy thereof	30	Executing a Writ of Possession	2.50
Issuing Execution	50	Taking and Approving Bonds	1.00
Docketing Execution	25	Commissions	
Entering Return on Execution	20	Sheriff's Commission for Property	
Issuing Subpoenas	30	Sold under Attachment	
Administering Oath	25	Seizing Personal Property on Writ	
Issuing each Attachment, taking		of Detinue	3.00
bond	1.00		
Filing Attachment	10		130
Each Summons for Garnishee	50	RECAPITULATION	
Each Copy	50	Judgment for	for \$
Notice to Deft. in Garnishee on Sum-		Interest from	
mons and copy, per 100 words	20	Damages	
Commissions to take Depositions or		Clerk's Fees	65
Copy	75	Sheriff's Fees	130
Order to Execute Writ of Inquiry	30	Justice of Peace Fees	
Copy of Interrogatories. 15c per		Witness Fees in Justice of Peace Court	
hundred words or	50	Constable's Fees	
Filing each Deposition and en-		Commissioner's Fees	
dorsing same	20	Printer's Fees	
Final Record, per hundred words	15	Witness Fee in Circuit Court	
Every Certificate	50	Former Clerk's Fee	
Taking Bond not Otherwise Pro-		Stenographer's Fee	5.00
vided for	75	Trial Tax	3.00
Witness Certificates	25		
Continuance	10		
Certificate of Judgment	50		
Order of Publication	1.00		
			1090

But 4-17-36

No. 145

THE STATE OF ALABAMA,  
Baldwin County

**CIRCUIT COURT**

Morgan Shoe Co.  
Plaintiffs

vs.

J. H. Hill  
Defendants

**CIVIL EXECUTION**

Judgment for \_\_\_\_\_ for \$ \_\_\_\_\_

Interest from \_\_\_\_\_ 193 \_\_\_\_\_

to \_\_\_\_\_ 193 \$ \_\_\_\_\_

Damages \_\_\_\_\_ \$ \_\_\_\_\_

Costs \_\_\_\_\_ \$ \_\_\_\_\_

Total \_\_\_\_\_ \$ \_\_\_\_\_

Civil Fee Book \_\_\_\_\_ Page \_\_\_\_\_

Execution Docket \_\_\_\_\_ Page \_\_\_\_\_

Filed \_\_\_\_\_ 193 \_\_\_\_\_

Clerk:

Plaintiff's Attorney.

Defendant's Attorney.

COLLECT COST FROM

THE STATE OF ALABAMA,  
Baldwin County

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

This \_\_\_\_\_ day of \_\_\_\_\_ 193 \_\_\_\_\_

Clerk.

RECEIVED IN OFFICE

\_\_\_\_\_ 193 \_\_\_\_\_

Sheriff

Sheriff's Execution Docket, Page \_\_\_\_\_

Sheriff's Fee Book, Page \_\_\_\_\_

Clerk's Civil Fee Book, Page \_\_\_\_\_

Clerk's Civil Execution Docket, Page \_\_\_\_\_

*Paid in full  
by Defendant  
September 8, 1937*

The State of Alabama }  
Baldwin County

By virtue of the within execution, I have, at \_\_\_\_\_

\_\_\_\_\_ o'clock, \_\_\_\_\_ M., this

\_\_\_\_\_ day of \_\_\_\_\_

193 \_\_\_\_\_, levied

MENZIES SHOE COMPANY,  
Plaintiff,

NO. 145

L A W

vs.

CIRCUIT COURT OF

J. H. HILL,  
Defendant.

BALDWIN COUNTY, ALABAMA

Comes the Plaintiff and for replication to Defendant's plea Five says:

FIRST: Plaintiff denies all averments of said plea.

SECOND: Plaintiff avers that it has been and still is ready to accept the return of the shoes sold and credit Defendant with the price charged for same, but that Defendant has failed or refused to deliver said shoes.

THIRD: That Defendant has sold or disposed of said shoes, or the greater part thereof, and now refuses to pay for same or return those not sold.

FOURTH: That while Defendant made an offer to return the shoes, the value of which is sued for, and Plaintiff has accepted said offer, Defendant has failed or refused to make delivery of said shoes in accordance with such offer.

Plaintiff, as replication to Defendant's plea Six pleads replications here pleaded to plea Five, and in addition

SIX: That Plaintiff is ready and willing to accept the shoes, the price of which is here sued for, and has so notified Defendant, but Defendant refuses to deliver to Plaintiff the shoes that he claims to be holding for Plaintiff's account.

*Elliot L. Rinehart*  
Attorney for Plaintiff.



*Handwritten notes and signatures in the left margin.*

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MENZIES SHOE COMPANY,  
Plaintiff,  
vs.  
J. H. HILL,  
Defendant.

REPLICATIONS

*Filed Aug 18, 1937*  
*Rickarby*  
*Att.*

Elliott G. Rickarby  
Attorney for Plaintiff.

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*Faint, illegible text in the right margin, possibly bleed-through from the reverse side.*

MENZIES SHOE COMPANY, a  
Corporation,  
  
Plaintiff,

VS.

J. H. HILL,  
  
Defendant.

IN THE CIRCUIT COURT OF  
  
BALDWIN COUNTY, ALABAMA,

AT LAW,

NO. 145.

INTERROGATORIES PROPOUNDED TO THE PRESIDENT  
AND SECRETARY, RESPECTIVELY, OF THE MENZIES  
SHOE COMPANY, A CORPORATION, UNDER ARTICLE  
10, CHAPTER 290 OF THE 1925 CODE OF ALABAMA.

1. Please state your name and address.
2. Please state your official position with the  
Menzies Shoe Company, a Corporation.
3. Please state if the Menzies Shoe Company is  
a corporation, and if so, under the laws of what state is  
it operating?
4. Please state whether or not the Menzies Shoe  
Company has filed with the Secretary of the State of the  
State of Alabama an instrument of writing under the seal of  
the corporation and signed officially by the President and  
Secretary thereof designating at least one known place of  
business in the State of Alabama.
5. Please state whether or not the Menzies Shoe  
Company has filed with the Secretary of the State of the  
State of Alabama an instrument of writing under the seal of  
the corporation and signed officially by the President and  
Secretary thereof designating an agent or agents residing  
in the State of Alabama.
6. Please state whether or not the Menzies Shoe  
Company has qualified to do business in the State of Alabama.
7. Please state whether or not the Menzies Shoe

Company had an agent or representative working in the State of Alabama and in Baldwin County any time during the years 1934 and 1935.

8. Please state the name of the representative of the Menzies Shoe Company who called on the Defendant, J. H. Hill.

9. Please state whether or not the said representative had the authority to represent the Menzies Shoe Company.

10. Please state whether or not the agent or representative of the Menzies Shoe Company who called on the Defendant, J. H. Hill, sometime the latter part of the year 1934, or the early part of the year 1935, was acting within the line and scope of his employment at that time, and whether or not he was authorized and empowered to solicit orders for and make representation as to the shoes which he was selling.

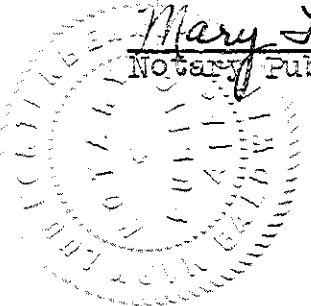
Burke & Hall  
Attorneys for Defendant.

STATE OF ALABAMA,     }  
BALDWIN COUNTY.        }

Before me, the undersigned authority, in and for said County, in said State, personally appeared HUBERT M. HALL, who is known to me and who having been by me first duly sworn, deposes and says that he is Attorney of record for the Defendant in the case of Menzies Shoe Company, a Corporation, Plaintiff, vs. J. H. Hill, Defendant, pending in the Circuit Court of Baldwin County, Alabama, at law; that the answers to the foregoing interrogatories will be material testimony for him in said cause.

Hubert M Hall

Sworn to and subscribed before me this 7th day of March, 1936.



Mary Lou Fortenberry  
Notary Public, Baldwin County,  
Alabama.

*Frankford*

INTERROGATORIES.

17  
92

*Rec in office  
3/10/36  
M.H. Wilkins*

MENZIES SHOE COMPANY, a  
Corporation,

Plaintiff,

VS.

J. H. HILL,

Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA,

AT LAW,

NO. 145.

executed...  
y copying copy of within   
*W.H. of Interrogatories*

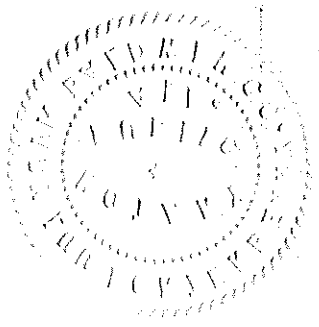
*E.S. Rickerby*

*M.H. Wilkins*

By *M.H. Wilkins* Deputy Clerk

Filed this *10* day *Mar* 19 *36*  
*Robert S. Duck*  
Clerk-Register

*Seem on Mr. E. G.  
Rickerby*



Wenzies Shoe Company  
Plaintiff

vs

J. W. Hill  
Defendant

In the Circuit Court  
of Gordon County  
Alabama - At Law

No. 145

And now comes the Defendant and represents  
and avers and shows that the Plaintiff is  
a foreign corporation, and has not deposited  
security for costs as required by Law

Wherefore Defendant prays that Plaintiff  
be required to deposit security for costs,  
or upon failure thereof, that said  
Cause be forthwith dismissed

~~Bebebebebe~~  
Atty for Defendant

143  
RECORDED

Munyer Shoe Co.

vs

J. H. Hill

Motion to require  
Plaintiff to deposit  
Costs -

Filed thro Aug 19

1937-

DeSmet  
Clerk

MENZIES SHOE COMPANY,  
Plaintiff,

NO. 145  
L A W

vs.

CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

J. H. HILL,  
Defendant.

The Plaintiff demurs separately to Defendant's  
pleas Two, Three, and Four:

ONE: Because the plea fails to allege that the  
demand sued upon arose in Alabama.

TWO: Because the plea fails to allege that the  
Plaintiff was doing business in the State of Alabama.

THREE: Because the plea does not aver where the  
contract sued upon was made, or where the agreement was  
consummated.

*Elliot G. Rice*  
Attorney for Plaintiff.

775  
RECORDED

MENZIES SHOE COMPANY,  
Plaintiff, 8.118

vs.  
J. H. HILL,  
Defendant.

DEMURRERS

*Filed July 18, 1934*  
*E. G. Rickarby*  
Elliott G. Rickarby  
Attorney for Plaintiff

CLERK OF DISTRICT COURT  
CHICAGO, ILLINOIS

RECEIVED  
JUL 18 1934  
CLERK OF DISTRICT COURT  
CHICAGO, ILLINOIS



# THE MENZIES SHOE COMPANY

MANUFACTURERS

1724 WASHINGTON AVE.

ST. LOUIS, Mo.

*J. H. Hill Procyer*  
*Daphne, Ala*

DATE	CHARGES	CREDITS	LAST AMOUNT IN THIS COLUMN IS BALANCE UNPAID
8/30/34	124.50		
9/8	83.10		
11/8		6.00	
"		7.92	
"		4.00	
"		2.00	187.68
			11.24
			198.92

FOR COMPARISON WE RENDER STATEMENT WHETHER ACCOUNT IS DUE OR NOT.  
 PLEASE EXAMINE AND REPORT ANY DIFFERENCES BY RETURN MAIL.  
 ACCOUNTS ARE SUBJECT TO DRAFT AND INTEREST AFTER MATURITY.



00667

INVOICE  
**THE MENZIES SHOE CO.**

OF MISSOURI  
 1724 WASHINGTON AVE.  
 ST. LOUIS, MO.

INVOICE DATE AUG 30 1934

SOLD TO

J H HILL GROC CO  
 DAPHNE ALA

FROM COOKEVILLE TENN  
 DATE SHIPPED

VIA TC

TERMS NET 10

DUE DATE SEPT 9

SALESMAN HARTZOG

NO. CASES	CASE NO.	STOCK NO.	PAIRS	SIZE	DESCRIPTION	PRICE	AMOUNT	TOTAL
189		E27	12					
		C1	12			1 95	23 40	
		C2	6			2 25	27 00	
		A7	6			2 65	15 90	
		A14	12			1 80	10 80	
		A15	12			1 85	22 20	
					DUPLICATE			
					SHIP TO LOXLEY ALA	2 10	25 20	
								124 50

00666

INVOICE

## THE MENZIES SHOE CO.

OF MISSOURI  
1724 WASHINGTON AVE.  
ST. LOUIS, MO.

INVOICE DATE SEPT 8 1934

SOLD TO

J H HILL GROC CO  
DAPHNE ALA

FROM COOKEVILLE TENN

DATE SHIPPED

VIA TC

TERMS NET 10

DUE DATE SEPT 18

SALESMAN HARTZOG

NO. CASES	CASE NO.	STOCK NO.	PAIRS	SIZE	DESCRIPTION	PRICE	AMOUNT	TOTAL
459	A5		12			1 85	22 20	
	E8		12			2 00	24 00	
	E7		12			1 95	23 40	
	E9		6			2 25	13 50	
					DUPLICATE			
					SHIP TO LOXLEY ALA			83 10

STATE OF MISSOURI

ss.

CITY OF ST. LOUIS

Be it Remembered That on this 25<sup>th</sup> day of May, A. D., 1935  
personally appeared before me, the undersigned authority, R. Nichols  
known to me, who being duly sworn, upon his oath stated that he is Treasurer

of H. Henzieshoe Co  
a corporation organized and doing business under the laws of the State of Missouri  
a partnership composed of \_\_\_\_\_

\_\_\_\_\_ a sole trader doing business as \_\_\_\_\_

and that as such he makes this affidavit, that he is familiar with the books and business of said  
H. Henzieshoe Co; and that the attached account against  
J. H. Hill Co of Wapine, Ia  
is within the knowledge of the affiant just and true; that the items thereon stated and composing the said  
account were sold and delivered to said J. H. Hill Co.

at { his } special instance and request; that credit has been duly given for all payments and just and  
{ their }  
{ its } lawful offsets to which said account is entitled as thereon stated, and that the balance hereof, amounting  
to the sum of hundred eighty seven Dollars,  
(\$187.63) with interest from \_\_\_\_\_ 19\_\_\_\_, is due and unpaid.

R. Nichols  
(Party making affidavit sign here)

Subscribed and sworn to before me on the day and year first above stated.

My commission expires June 18<sup>th</sup> A. D. 1937

George E. Dunder  
Notary Public

City of St. Louis, State of Missouri



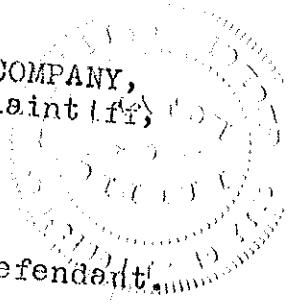
*Plus July 19 1935*  
*O'Brien & Kitchin*  
*clerk*

**RECORDED**  
*Duck*

**MENZIES SHOE COMPANY,**  
Plaintiff,

versus

**J. H. HILL,**  
Defendant.



**ITEMIZED AND VERIFIED ACCOUNT.**

Filed this 19 day July 1935  
*Robert S. Duck*  
Clerk-Register