

# The State of Alabama

Baldwin County

CIRCUIT COURT

No. 210 Spring Term, 1936

To Any Sheriff of the State of Alabama, Greeting:

You are hereby commanded, That of the goods and chattels, lands and tenements of Frank Zyrick  
and Mary Subel. Defendants. and P H Seibert A Mateiga. Defendants,  
George Mach and W L Hammond Sureties.

you cause to be made the sum of ~~the amount of \$100.00~~ Dollars.  
~~which said sum is due to the Plaintiff~~ \$510.00  
Peoples Fertilizer. Co. Plaintiffs

recovered of Them on the 4th day of Feb., 1936, by

the Judgment of our Circuit Court held for the County of Baldwin, besides the sum of

Seventeen. and 60/100 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 Feb 4th, 1936 to date of collection.

Witness my hand, this 8th day of June, 1936

*R. H. Smith* 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	1.30
Docketing	25	Serving Summons on Writ	1.50
Entering Appearance	20	Serving Notice Sci. Fa. Notice, etc.	65
Filings	5	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 Executions	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	and return	
Issuing Subpoenas	30	Witness Fees	
Administering Oath	25		5 75
Issuing each Attachment and taking bond	1.00	RECAPITULATION	
Filing Attachment	10	Judgment for	for \$
Each Summons for Garnishee	50	Interest from	1
Taking Answer to Garnishee	50	Damages	
Commissions to take Depositions or Copy	75	Clerk's Fees	8 95
Order to Execute Writ of Inquiry	30	Sheriff's Fees	5 75
Copy of Interrogatories, 15c per 100 words or	50	Justice of Peace Fees	
Filing each Deposition and endorsing same	20	Witness Fees in Justice of Peace Court	
Final Record, per 100 words	15	Constable's Fees	
Every Certificate requiring Seal	50	Commissioner's Fees	
Taking Bond not otherwise provided for	75	Printer's Fees	
Witness Certificates	25	Witness Fee in Circuit Court	
Continuance	10	Former Clerk's Fees	
Certificate of Judgment	50	Stenographer's Fee	\$5.00
		Trial Tax	3.00
	8 95		3 00
			52770

No. 210

**The State of Alabama,**  
BALDWIN COUNTY

**CIRCUIT COURT**

**Peoples Fertilizer Co**

VS.

PLAINTIFF

**Frank Zyrek and Mary Subel**  
**And Sureties,**

DEFENDANT

**CIVIL EXECUTION**

Judgment for ..... for \$ **510.00**

Interest from ..... 193 .....

to ..... 193 ..... \$ .....

Damages ..... \$ .....

Costs ..... \$ **17.70**

Total ..... \$ **527.70**

Civil Fee Book **H** ..... Page **228**

Execution Docket **5** ..... Page **16**

Filed **June 8** ..... 193 **4**

**Beebe & Hall** Clerk

Plaintiff's Attorney

Defendant's Attorney

Moore Printing Co., Bay Minette

**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 **8** day of **June** 193 **4**

**Robert S. Dyer** Clerk

Received in office

....., 193 .....

....., Sheriff

Sheriff's Execution Docket, Page .....

Sheriff's Fee Book, Page .....

*Serv on Prop of Sureties*

THE STATE OF ALABAMA, BALDWIN COUNTY.

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

of ..... 193..., levied

Sheriff

**The State of Alabama,**  
Baldwin County

KNOW ALL MEN BY THESE PRESENTS, That we,

are held and firmly bound unto Peoples Fertilizer Co.  
in the sum of Six Hundred <sup>100</sup>/<sub>100</sub> DOLLARS,  
for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, execu-  
tors and administrators, jointly and severally. And for the payment of the above bond, we waive our right of  
exemption to personal property under the Constitution and Laws of the State of Alabama.

Sealed with our seals and dated this 1 day of Nov. 1935.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, a Writ of Attachment  
issued by Circuit Court of Baldwin  
at the suit of said Peoples Fertilizer Co. against the  
estate of the above named Mary Subel & Frank Zyzek  
returnable before the said Clerk of Circuit Court, Justice of the Peace  
as aforesaid, at his office on the 30 days from date 1935, for the  
sum of Six Hundred <sup>100</sup>/<sub>100</sub> DOLLARS.  
has been placed in the hands of M. H. Wilkins Sheriff Constable  
in and for the said County, and has been levied by him upon the following property, to-wit:

One Brown House with named Lora; One brown  
House with named Lora; One brown house  
named Lora; One John Deere (an) Planter; One John Deere  
Double Disc; One Home Potato Planter; One John Deere 14  
Riding Plow; One 1929 Model Ford Roadster Sedan  
Mtn. No A 1447600; One 1926 Model Ford Truck Mtn.  
No T 7735890, Two milch cows; Two hatched

and whereas, the property has been delivered to the said Mary Subel &  
Frank Zyzek on his entering into this bond.

NOW, THEREFORE, If the Defendant shall fail in said action, he or his securities shall return the spe-  
cific property attached and above mentioned to the said Constable within ten days after judgment against said  
Defendant in this suit, then this obligation is to be void, otherwise to remain in full force and effect.

Taken and approved this 6

Day of Nov. 1935  
M. H. Wilkins Sheriff  
By C. M. Anderson. D. S.

Mary Subel (L. S.)  
Franka. Zyzek (L. S.)  
P. H. Sibert a. Mateja (L. S.)  
George Mach  
W. Hammond

STATE OF ALABAMA  
BALDWIN COUNTY

A judgment <sup>WAS</sup> ~~having been~~ rendered against Mary Subel and Frank Zyrek, the defendants named in the within Replevy Bond on to-wit, February 4, 1936, in and by the Circuit Court of Baldwin County, Alabama, and the said defendants have failed for thirty days thereafter to deliver the property described in the within bond and to pay the damages assessed against them in said judgment.

Witness my hand this 12th day of March, 1936.

M. Williams  
Sheriff, Baldwin County, Alabama.

218  
400  
175  
793

RECORDED  
Quick  
7-35-2

The State of Alabama  
BALDWIN COUNTY

JUSTICE COURT OF

REPLEVY BOND

VS.

Taken and approved this

day of 193

PEOPLES FERTILIZER COMPANY,  
a Corporation,

Plaintiff,

VS.

MARY SUBEL AND FRANK ZYREK,

Defendants.


IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

AT LAW.

NO. 210.

Come the Defendants, Mary Subel and Frank Zyrek, as Principals and P. H. Seibert, A. Mateja, George Mach and W. L. Hammond, as Sureties, and separately and severally move the Court to set aside, on this their application, the judgment by default entered against the Principals in the foregoing cause on the 4th day of February, 1936, and for grounds for this application or motion set forth and allege separately and severally the following:

1. The said Principals had, at the time said judgment was rendered, and now have a good and valid defense against the complaint of the Plaintiff as filed in this cause, which said defense is as follows: The property described in the said Complaint did not belong to the Plaintiff and it was not entitled to the immediate possession thereof at the time this suit was commenced or at this time, because it was subject to a prior mortgage, of which Plaintiff had actual and constructive knowledge or notice, executed by Mary Subel to Robertsdale State Bank, dated September 4, 1930, and recorded in Book 49 of Mortgages at Page 260, Baldwin County Records, which said mortgage was past due and unpaid at the time this suit was filed and at the time the detinue affidavit in this cause was made by W. M. Stuart, an officer of the Plaintiff Corporation, whose claim was and is derived by and through a junior mortgage on the said property.

  
Attorney for Movants.

STATE OF ALABAMA  
BALDWIN COUNTY

Before me, the undersigned authority, within and

for said County in said State, personally appeared Mary Subel, who, after being by me first duly and legally sworn, deposes and says: That she is one of the Movants in the foregoing Petition; that she has read the allegations thereof and that the same are true.

Mary Subel

Sworn to and subscribed before me on  
this the 18th day of August, 1936.

Ora Simon

Notary Public, Baldwin County, Alabama.

This motion coming on to be heard  
and it appearing to the Court that  
jurisdiction has been lost, it  
is ordered that said Motion be, and  
same hereby is, overruled and  
denied. ~~Marrant~~ ~~separately~~ ~~separately~~ except  
This day 20, 1936,

J. W. Hall

Judge

TO PEOPLES FERTILIZER COMPANY, A CORPORATION, AND/OR MESSRS. BEEBE  
AND HALL, ITS ATTORNEYS OF RECORD:

You are hereby notified that the original Motion, a  
copy of which is hereto attached, was filed with Robert S. Duck,  
Clerk of the Circuit Court of Baldwin County, Alabama, on August  
18, 1936, and that the same has been set down for hearing before  
Honorable F. W. Hare, Judge of the Circuit Court of Baldwin County,  
Alabama, at Monroeville at 10:00 o'clock A. M. on the  
29 day of August, 1936.

Dated this 18th day of August, 1936.

J. T. Blackburn

Attorney for Movants.

We, Beebe and Hall, Attorneys for the Plaintiff in  
the above entitled cause, hereby accept service of the within  
Motion and agree that the same be set down for hearing at the time  
and place referred to above.

Dated this 18th day of August, 1936.

Beebe & Hall

Attorneys for the Plaintiff, Peoples  
Fertilizer Company, a Corporation.

Met. 58

RECORDED

*Duck*

8-21

MOTION.

PEOPLES FERTILIZER COMPANY,  
a Corporation,  
Plaintiff,

VS.

MARY SUBEL and FRANK ZYREK,  
Defendants.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.  
AT LAW. NO. 210.

Filed on this the 18th day of Aug-  
ust, 1936.

*Robert S. Duck,*  
Clerk.

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



PEOPLES FERTILIZER COMPANY  
a Corporation,

Plaintiff,

VS.

MARY SUBEL AND FRANK ZYREK,  
Defendants.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

AT LAW.

NO. 210.

Come Mary Subel and Frank Zyrek, as Principals, and P. H. Seibert, A. Mateja, George Mach and W. L. Hammond, as Sureties, and separately and severally move the Court to quash and set aside the execution and writ of forfeiture issued in this cause by the Clerk of said Court on to-wit, June 8, 1936, and for grounds for this motion set forth separately and severally, the following:

1. That no judgment was rendered on the 4th day of February, 1936, against the movants, P. H. Seibert, A. Mateja, George Mach and W. L. Hammond.

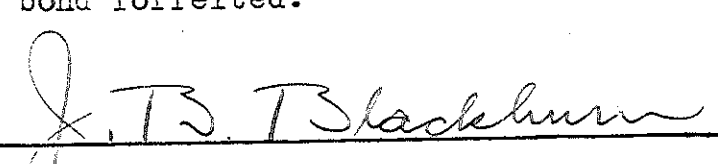
2. That said execution as against the said movants, P. H. Seibert, A. Mateja, George Mach and W. L. Hammond, is predicated upon a judgment which does not exist.

3. That the Replevy Bond in said cause is not in statutory form or the form required by law in Alabama.

4. That said forfeiture is null and void on its face.

5. That said forfeiture does not show whether or not it was declared within the statutory period against Defendants.

6. Because the Replevy Bond given in this cause is not a statutory bond upon which a summary execution could issue when the Sheriff returned the bond forfeited.

  
Attorney for Movants.

STATE OF ALABAMA

BALDWIN COUNTY

Before me, the undersigned authority, within and for

W. L. Hammond and  
said County in said State, personally appeared George Mach,  
who, after being by me first duly and legally sworn, deposes and  
says: That he is one of the Movants in the foregoing Petition;  
that he has read the allegations thereof and that the same are  
true.

W. L. Hammond

George Mach

Sworn to and subscribed before me  
on this the 18th day of August, 1936.

Ora Simon

Notary Public, Baldwin County, Alabama.

8/20/36: The above foregoing  
Motion is sustained and the ex-  
ecution is ordered quashed - &  
Plaintiff excepto -

J. M. Hale  
Judge

TO PEOPLES FERTILIZER COMPANY, A CORPORATION, AND/OR MESSRS. BEEBE  
AND HALL, ITS ATTORNEYS OF RECORD:

You are hereby notified that the original Motion, a  
copy of which is hereto attached, was filed with Robert S. Duck,  
Clerk of the Circuit Court of Baldwin County, Alabama, on August  
18, 1936, and that the same has been set down for hearing before  
Honorable F. W. Hare, Judge of the Circuit Court of Baldwin County,  
Alabama, at Monroeville at 10:00 o'clock A. M. on the  
29 day of August, 1936.

J. B. T. Slack  
Attorney for Movants.

We, Beebe and Hall, Attorneys for the Plaintiff in  
the above entitled cause, hereby accept service of the within  
Motion and agree that the same be set down for hearing at the time  
and place referred to above.

Dated this 18<sup>th</sup> day of August, 1936.

Beebe & Hall  
Attorneys for the Plaintiff, Peoples  
Fertilizer Company, a Corporation.

*Mot. 60*  
RECORDED  
*Duck*  
*8-22*  
MOTION.

PEOPLES FERTILIZER COMPANY,  
a Corporation,

Plaintiff,

VS.

MARY SUBEL and FRANK ZYREK,

Defendants.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

AT LAW.

NO. 210.

Filed on this the 18th day of  
August, 1936.

*Robert S. Duck*  
*Clerk.*

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

STATE OF ALABAMA,

BALDWIN COUNTY.

KNOW ALL MEN BY THESE PRESENTS, That We, PEOPLES FERTILIZER COMPANY, a Corporation, as principal, and the undersigned sureties, are held and firmly bound unto MARY SUBEL and FRANK ZYREK in the sum of FIFTY (\$50.00) DOLLARS, for the payment of which well and truly to be made, we bind ourselves, and each of us, and each of our heirs, executors and administrators, jointly and severally firmly by these presents.

Sealed with our seals and dated this 28 day of October, 1935.

The condition of the above obligation is such that whereas, the above bound Peoples Fertilizer Company, a Corporation, has this day commenced suit in the Circuit Court of Baldwin County, Alabama, against the said Mary Subel and Frank Zyrek for the recovery of the following described personal property, to-wit:

One Brown Horse Mule name Tom; One Brown Horse Mule name Sam; One Brown Mare Mule name Topsey; One John Deere Corn Planter; One John Deere Double Disc; One Hoover Potato Planter; One John Deere 14" Riding Plow; One 1929 Model Four Door Ford Sedan, Motor No. A 1447600; One 1926 Model Ford Truck Motor No. T 7735390; Two Milk Cows; Four Hundred head of white leghorn chickens; One-two horse wagon; Miscellaneous farming implements of all descriptions,

and having made application that the property sued for belongs to the Peoples Fertilizer Company, a Corporation, and entered into this bond, has obtained an order from the Sheriff of Baldwin County, Alabama, to take the said property sued for into his possession.

Now if the said Peoples Fertilizer Company, a corpora-

tion, shall fail in said suit and pay the Defendants all such costs and damages that they may sustain by the wrongful complaint, then this obligation to be void, otherwise to remain in full force and effect.

PEOPLES FERTILIZER COMPANY

BY *W. M. Stewart* (SEAL)

*W. M. Stewart* (SEAL)

*W. R. Stewart* (SEAL)

Approved Oct 30 1935  
Robert L. Duncanson

210  
RECORDED

*such*  
7-351

PEOPLES FERTILIZER COMPANY,  
a Corporation,

Plaintiff,

VS.

MARY SUBEL and FRANK ZYREK,

Defendants.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW.

BOND:

Filed this 29 day of Oct.,  
1935.

Robert S. Duck  
Clerk.

STATE OF ALABAMA,  
BALDWIN COUNTY.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon MARY SUBEL and FRANK ZYREK 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 the same, then and there to answer the complaint of PEOPLES FERTILIZER COMPANY, a Corporation.

Witness my hand this 30 day of October, 1935.

Robert L. Hays  
Clerk.

PEOPLES FERTILIZER COMPANY,  
a Corporation,

Plaintiff,

VS.

MARY SUBEL and FRANK ZYREK,

Defendants.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA,

AT LAW.

The Plaintiff claims of the Defendants the following personal property, to-wit:

One Brown Horse Mule name Tom; One Brown Horse Mule name Sam; One Brown Mare Mule name Topsey; One John Deere Corn Planter; One John Deere Double Disc; One Hoover Potato Planter; One John Deere 14" Riding Plow; One 1929 Model Four Door Ford Sedan, Motor No. A 1447600; One 1926 Model Ford Truck Motor No. T 7735890; Two Milk Cows; Four Hundred head of White Leghorn Chickens; One-two horse wagon; Miscellaneous farming implements of all descriptions,

together with the value of the hire or use thereof during the detention to-wit, from the 29th day of October, 1935.

Beale & Hays  
Attorneys for Plaintiff.



TO HONORABLE M. H. WILKINS, SHERIFF OF BALDWIN COUNTY, ALABAMA:

The Plaintiff having given bond as required by law, you will take the property mentioned in the Complaint into your possession, unless the Defendants give bond payable to the Plaintiff, with sufficient surety in double value of the property, with condition that if the Defendants are cast in the suit they will, within thirty days thereof, deliver the property to the Plaintiff and pay all costs and damages by me accrued from the detaining thereof.

Witness my hand this 30 day of October, 1935.

Ruben L. Duck  
Clerk.

RECORDED  
Duck  
7-351

1/611  
Rec in office  
10-30-35  
M.H. Wilkins - Shff

PEOPLES FERTILIZER COMPANY,  
a Corporation,

Plaintiff,

VS.

MARY SUBEL and FRANK ZYREK,

Defendants.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW.

BILL OF COMPLAINT.

Filed this 29 day of Oct.,  
1935.

Robert S. Duck  
Clerk.

Executed Nov. 6th 1935  
by attaching the following  
property and the debt  
made bond for said  
property. I also served  
a copy of the Within  
Summons and Complaint  
on Mary Subel and on  
Frank Zyrek.

1 Brown horse male; named Tom;  
1 Brown horse mule named Sam  
1 brown mare mule; 1 Corn planter  
1 Double Disc; 1 Hoover Potato "  
1 14in. riding plow; 1 1929 Ford  
sedan Mtr No 1447600; 1 1926 Ford  
Truck Mtr. No T7735890

M.H. Wilkins Sheriff

By C. N. Anderson D.

## The State of Alabama

Baldwin County

CIRCUIT COURT

No. ~~11~~ 210 Spring Term, 193 36

To Any Sheriff of the State of Alabama, Greeting:

You are hereby commanded. That of the goods and chattels, lands and tenements of Frank Zyrick  
and Mary Subel. Defendants. and P H Seibert A Mateiga. Defendants,  
George Mach and W L Hammond Sureties.

you cause to be made the sum of the Property sued for. or the Alternate Dollars,  
Value of Four hundred Eighty Five and n0/100. (\$485 00) and  
\$55.00 for the Detention thereof.

which Peoples Fertilizer. Co. Plaintiffs

recovered of Them on the 4th day of Feb., 1936, by

the Judgment of our Circuit Court held for the County of Baldwin, besides the sum of

Seventeen. and 60/100..... 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 Feb 4th, 1936 to date of collection.

Witness my hand, this 8th day of June, 1936

Clerk

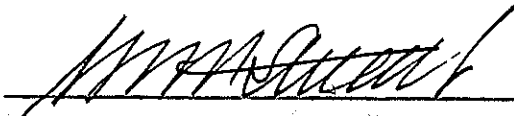
CLERK'S FEES	AMOUNT	SHERIFF'S FEES	AMOUNT		
For every Summons & Complaint	\$1.25	1 25	For Levying an Attachment	\$3.00	3 00
Each copy thereof	30	30	Entering and Returning Attachment	25	25
Entering a Sheriff's Return	20	20	Summoning Garnishee	1.30	
Docketing	25	25	Serving Summons on Writ	1.50	1 50
Entering Appearance	20	20	Serving Notice Sci. Fa. Notice, etc.	65	
Filings	5 10	50	Serving Subpoenas	65	
Every order made in Court	30	30	Empanelling Jury	75	
Copy thereof	25		Entering and Returning Execution	25	
Every trial with or without Jury	75		Collecting Cost Executions	1.50	
Entering up Judgment or copy thereof	30	30	Executing a Writ of Possession	2.50	
Issuing Execution	50	50	Taking and Approving Bonds	1.00	1 00
Docketing Execution	25	25	Commissions		
Entering Return on Execution	20	20	and return		
Issuing Subpoenas	30		Witness Fees		
Administering Oath	25				5 75
Issuing each Attachment and taking bond	1.00	1 00	RECAPITULATION		
Filing Attachment	10	10	Judgment for		
Each Summons for Garnishee	50		Interest from	1	
Taking Answer to Garnishee	50		Damages		
Commissions to take Depositions or Copy	75		Clerk's Fees		8 95
Order to Execute Writ of Inquiry	30		Sheriff's Fees		5 75
Copy of Interrogatories, 15c per 100 words or	50		Justice of Peace Fees		
Filing each Deposition and endorsing same	20		Witness Fees in Justice of Peace Court		
Final Record, per 100 words	15	3 00	Constable's Fees		
Every Certificate requiring Seal	50		Commissioner's Fees		
Taking Bond not otherwise provided for	75		Printer's Fees		
Witness Certificates	25		Witness Fee in Circuit Court		
Continuance	10		Former Clerk's Fees		
Certificate of Judgment	50	50	Stenographer's Fee	1 20 \$5.00	
			Trial Tax	3.00	3 00

STATE OF ALABAMA,       )  
BALDWIN COUNTY.        )

Personally appeared before me, the undersigned authority in and for said County in said State, W. M. STUART, who being duly sworn, deposes and says that the property sued for in the Complaint herein, to-wit:

One Brown Horse Mule name Tom; One Brown Horse Mule name Sam; One Brown Mare Mule name Topsey; One John Deere Corn Plainter; One John Deere Double Disc; One Hoover Potato Planter; One John Deere 14" Riding Plow; One 1929 Model Four Door Ford Sedan, Motor No. A 1447600; One 1926 Model Ford Truck Motor No. T 7735890; Two Milk Cows; Four Hundred head of White Leghorn Chickens; One-two horse wagon; Miscellaneous farming implements of all descriptions,

belongs to the Peoples Fertilizer Company, the Plaintiff.

  
\_\_\_\_\_

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

  
\_\_\_\_\_  
Notary Public, Baldwin County, Ala.

PEOPLES FERTILIZER COMPANY,  
a Corporation,

Plaintiff,

VS.

MARY SUBEL and FRANK ZYREK,

Defendants.

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

AFFIDAVIT.

Filed this 29 day of October,  
1935.

Robert S. Duck  
att Clerk.

Complaint.

The W. T. Rawleigh Company, an Illinois Corporation, Plaintiff.

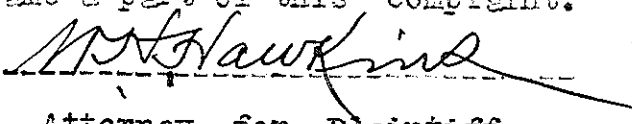
vs.

T. J. Davidson, Frank Propst and R. E. Lawson, Defendants.

The Plaintiff claims of the defendants the sum of Two Hundred Eighty Eight and 98/100 (\$288.98) Dollars, balance due on that certain contract between plaintiff and Thomas L. Taylor on to-wit:- August 16, 1932, and signed as sureties on the same date by defendants, T. J. Davidson, Frank Propst and R. E. Lawson.

That the said Thomas L. Taylor, the principal, did not pay all he owed under said contract, and on to-wit:- January 30, 1933, the said Thomas L. Taylor made a stated account, stating that he owed on the 31st day of December the sum of \$380.41. That since said time the said thomas L. Taylor has paid plaintiff the sum of \$91.43, leaving a balance due plaintiff of \$288.98, which said sureties agreed in said contract to pay, as follows:-"We also agree that any statement made by the buyer as to the amount of indebtedness due at any time shall be binding upon us."

Plaintiff avers that the said amount of \$288.98 with interest from January 30, 1933 is still due and unpaid, which said amount the defendants agreed to pay in said contract signed by them as sureties. Plaintiff herewith attaches a copy of the contract and copy of the "Account Stated" and makes same a part of this complaint.

  
Attorney for Plaintiff.

# CONTRACT

(1) IN CONSIDERATION of the promises of the undersigned Buyer, THE W. T. RAWLEIGH COMPANY, an Illinois Corporation, agrees to sell and deliver f. o. b. Memphis, Tennessee, or at any other point or in any other manner agreed upon, such reasonable quantities of its Products as the Buyer may order at current wholesale prices, and on time, and if desired will sell Buyer an Auto Body and/or Equipment, or sample cases, for cash or on time; and the Buyer in consideration of the above agreements hereby promises to pay Seller in full for all such Products so sold and delivered, by cash or by installment payments satisfactory to Seller at Invoice prices and according to the terms and conditions thereof, including any transportation charges incurred, paid or furnished by Seller and subject to such cash discounts as may be shown in current discount sheets.

(2) It is mutually agreed that either party may terminate this Contract by written notice at any time, and when so terminated, all accounts incurred hereunder shall become due and payable immediately. If this Contract is not so terminated it shall expire on the 31st day of December, 1933; it being agreed that a Renewal Contract may be entered into provided business relations are mutually satisfactory and Buyer furnishes an acceptable Renewal Contract.

(3) If the business relations be terminated for any reason, the Seller reserves the option to purchase within 30 days after such termination any or all of the merchantable Products Buyer may have on hand at current wholesale prices and Buyer agrees to sell said Products to Seller on Seller's request, and to return same promptly by prepaid freight or express to point designated by Seller; Buyer hereby agreeing to pay Seller the actual cost of receiving, overhauling and inspecting same.

(4) It is mutually understood and agreed that this is a Contract of Buyer and Seller, and not of Agency; and that any Sales Promotion or Service Letters or Bulletins, Advertising matter or other literature that Seller may send Buyer shall not change this relationship, nor be considered as orders, instructions or directions, but only as suggestive, educational and advisory (which the Buyer may or may not follow as he may choose) and shall not alter, change or modify this Contract in any way; it being agreed that it can only be changed by consent of both parties in writing.

(For Company Use Only)

Accepted:  
THE W. T. RAWLEIGH COMPANY,

BY J. E. Stewart

Manager.

Date of Acceptance AUG 16 1932

Buyer Sign Here Thomas L. Taylor

(SEAL)

P. O. Address Bay Minette, Ala.

In consideration of The W. T. Rawleigh Company, the above named Seller extending credit to the above named Buyer, we, the undersigned, do hereby jointly and severally enter ourselves as sureties, and unconditional promise, guarantee and agree to pay the said Seller for all Products sold and delivered to said Buyer under the terms of the above Contract, hereby expressly consenting and agreeing to all the terms and conditions thereof; hereby binding our heirs, administrators, executors and assigns. We hereby expressly waive notice of the acceptance of this Contract, and of the shipment of goods to the Buyer, and of extension of credit to the Buyer, and of the extension of time in which to pay for the goods so purchased, and waive all notice of any nature whatsoever. We also agree that any statement made by the Buyer as to the amount of indebtedness due at any time shall be binding upon us. We also agree that it shall not be necessary for the Seller to first exhaust its remedies against the Buyer before proceeding to collect from us. This undertaking is to be an open one and shall continue without regard to the residence of the Buyer, or the location or manner of conducting his business, until the account is fully paid. It is mutually agreed that this Contract is conclusive and binding upon the party or parties who sign it, whether it is signed by any other party or parties or not, and that any statement or representations made to any of the undersigned sureties by any persons either as to who or how many parties will sign this surety agreement, or as to any other matters not fully expressed herein, shall not affect the rights of the Seller. It is further understood that there are no conditions or limitations to this undertaking except those written or printed herein at the time of signing hereof, and that after execution no alteration, change or modification shall be made except as provided for in the terms of the foregoing contract between the Buyer and Seller, and that any notice in any way affecting the rights of the Seller must be delivered by registered mail to the Seller at its office at Memphis, Tennessee.

IN WITNESS WHEREOF, we have set our hands and seals in testimony hereof.

(Sureties' Names)

(Occupations)

(P. O. Addresses)

T. J. Davidson

Butcher

Bay Minette, Ala.

Frank Propst

Farmer

Bay Minette, Ala.

R. E. Lawson

" " "

SURETIES MUST SIGN IN PERSON, GIVING OCCUPATION AND P. O. ADDRESS. PLEASE WRITE PLAINLY.  
The Sureties Are Entitled upon Request at any Time to a Statement of Buyer's Account.

COPY

1933 Original Contract

Contract With

Name.....Thomas L. Taylor, Ala.

Received Aug. 8, 1932

Investigated Aug. 8, 1932

Approved by LRB AUG 16 1932

Copy Mailed AUG 16 1932

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NOTICE: If the above balance is correct, please sign the following account stated and return it. If not correct furnish us a statement of your debits and credits and point out claimed errors if any.


## ACCOUNT STATED

The W. T. Rawleigh Company . COPY

DATE January 30.

Dear Sirs:

I have examined the December Statement of Account and find the balance of \$ 38  
to be the correct balance due the Company at the close of business Dec. 31, 1932  
balance I agree to pay according to the terms of my Contract.

Customer Sign Here  (SIGNED) Thos. L. Taylor

and Return to Company

P. O. Bay Minette  
County Baldwin Stat