The W. T. Rawleigh Company, Topporation, Reference.

Plaintiff.

In Circuit Court of Baldwin County, Ala.

Vs.

S. S. Baggette.

Comes the plaintiff and replying to pleas of Defendant filed February 25, 1937, separately and severally, alleges and states.

1st-- Plaintiff joins issue on pleas one, two and three.

2nd-- As replication to plea four, plaintiff denies that a valid judgment was rendered in the Justice Court of J. M. Franklin on to-wit; July 25, 1934. Plaintiff alleges that on to-wit:- June 26, 1934, suit was filed in the justice court of J. M. Franklin in which suit The W. T. "awleigh Company, was plaintiff and C. G. Wiggins and S. S. Baggett were defendants. That the summons and complaint was amended before trial by striking out the mame of C. G. Wiggins as party defendant, and the trial continued against S. S. Baggette only. That a plea was filed in said court for defendant S. S. Baggett by his attorneys on July 20, 1934.

That on July 25, 1934, judgment was rendered for plaintiff against C. G. Wiggins for \$10.00 freight and costs, in said Justice Court of J. M. Franklin. Decision held in abeyance for ten days.

That the present suit was filed in Circuit Court January 3rd., 1936 against S. S. Baggette. That after this suit was filed on to-wit: - Jan. 27, 1936 C. G. Wiggins paid to J. M. Franklin, Justice of the Peace the sum of \$10 and the costs.

Plaintiff alleges that at the time judgment was rendered against C. G. Wiggins, the said C. G. Wiggins was not a party to the suit and that the judgment rendered wholly void and not res adjudicate of the claims of the plaintiff against S. S. Baggette and no bar to this suit in Circuit Court.

Attorney for Plaintiff.

Original It 235-The W.F. Rawleigh a R Corp. Plaintiff S. S. Baggette Defendant Replications of Maintiff RECORDET

RECORDED Suck 8-56

Filed March 19, 1937. Q. S. Duck, Clerk

THE W. T. RAWLEIGH A Corporation,) IN THE CIRCUIT COURT OF	
	Plaintiff,) BALDWIN COUNTY, ALABAMA,	
Vs.)) AT LAW.	
S. S. BAGGETTE,) AI DAN.	
A	Defendent.	{	

And now comes the Defendant and for answer to the Plaintiff's complaint and each allegation therein contained, separately and severally, says:

- 1. That the facts therein alleged are untrue.
- 2. That the account sued on was paid before the commencement of this suit.
- 3. That there is no consideration for the execution of said instrument by this Defendant.
- 4. That this Defendant signed the said instrument only as surety for the principal, C. G. Wiggins; that prior to the commencement of this suit, this same Plaintiff filed suit on the contract herein sued on against the principal, C. G. Wiggins, in the Justice of the Peace Court of Beat 4, Bay Minette, Baldwin County, Alabama, a Court of competent jurisdiction; that said cause was tried on the merits by and before J. M. Franklin, a Justice of the Peace, Beat 4, Baldwin County, Alabama, and judgment rendered in favor of the Plaintiff, the Plaintiff in this cause, and against the said C. G. Wiggins, on the contract herein sued on, on to-wit, July 25th, 1934, which said judgment, together with the court costs, was paid by the said C. G. Wiggins.

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FRANCEL

The W. T. Rawleigh Company, a Corporation, Plaintiff.

VS.

In Circuit Court of Baldwin County, Ala.

S. S. Baggette, Defendant.

Comes the plaintiff in the above entitled cause and moves the court to annul, vacate, quash and declare void the judgment rendered in the justice court of J. M. Franklin on to-wit: July 25, 1934 on the following grounds, to-wit:-

Because C. G. Wiggins against whom the judgment was obtained, was not a party defendant to this suit in said justice court, and because said C. G. Wiggins' name was stricken from said suit as a party defendant, and only the name of S. S. Baggette was left as the sole defendant, and only S. S. Baggette filed a plea in said suit.

Second.

Said judgment is void as it does not state against whom the judgment was rendered.

Third.

Said judgment is void because no execution is shown to have been issued on said judgment in the time required by law or at any time from the date of the judgment on July 25, 1934 to the time of payment January 27, 1936.

Fourth.

That at the time of the payment of this void judgment on January 27, 1936, there was a suit pending against S. S. Baggette in the Circuit Court of Baldwin County, Alabama, in which The W. T. Rawleigh Co., is plaintiff, said suit having been filed January 3, 1936.

Fifth.

Because at the time said judgment in the justice court of J. M. Franklin was rendered against C. G. Wiggins, the said C. G. Wiggins was not a party defendant to the suit and said judgment rendered against C. G. Wiggins was wholly void and res adjudicate of the claims of the plaintiff against S. S. Baggette and no bar to this suit in Circuit Court.

Wherefore, plaintiff requests that the said judgment rendered in Justice Court of J. M. Franklin against C. G. Wiggins be quashed, vacated and annulled and declared void.

Attorney for plaintiff.

2 2 A ECORDED Duck

W. T. Rawleigh Co. a Corp, Plaintiff.

vs.

s. S. Baggette.

Defendant.

Motion to set aside judgmen t

Filed August 19, 1937.

Clerk.

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MA Saufin Rainloff

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

^VSø

S. S. Baggett, Defendant.

The Plaintiff claims of the defendant the sum of \$73.05, balance due on that certain contract between plaintiff and C. G. Wiggins on to-wit:
December 16, 1932, and signed and executed by Defendant, S. S. Baggett as surety on the same date.

That the said C. G. Wiggins did not pay all he owed under said contract, but on towit:- March 22, 1933, he owed plaintiff the said above sum of \$73.05.

That the said defendant, S. S. Baggette, as surety, promised to pay to pay plaintiff the amount found due by C. G. Wiggins, and which the said C. G. Wiggins had failed to pay as follows:- "We, the undersigned, do hereby jointly and severally enter ourselves as sureties, and unconditionally promise, guarantee and agree to pay the said Seller Rawleigh Company) for all products sold and delivered to said Buyer (C. G. Wiggins) under the terms of the above contract etc."

Plaintiff avers that the said amount of \$73.05 with interest from March 22nd., 1933, the due date is still due and unpaid, which said amount defendant agreed to pay in said contract signed by him as surety.

Plaintiff herewith files in this cause en itemized verified account and copy of said contract, and makes same a part of this contract.

Attorney for plaintiff.

DEBITS
IN ACCOUNT WITH
THE W. T. RAWLEIGH COMPANY, FREEPORT, ILLINOIS

C. G. Wiggins, Bay Minette, Ala.

Dec. 22, 1932.

4	Dozen	Liniment lg.	4.00	16.00
2		Camphor Balm	2.20	4.40
.1		Cough Syrup 1g.	3.80	3.80
7				
<u>-</u>		Cough Balsam	3.80	5.80
4		Ru Mex Ol Compound	3.60	7.20
4		Tonic Compound	3.80	•95
1		Cod Liver Oil Pure	2.60	1.30
-		Laxative Syrup lg.	3.60	•90
1	Contract Contract	Milk of Magnesia	1.40	.70
2	2.00			
4	100	Veterinary Application	2.20	• 55
4		Dip lg.	1.50	.38
42		Lemon lg.	6.40	1.60
3		S.S. Vanilla lg.	5.20	2.60
Ţ		Imi. Vanilla Flavor lg.	3.40	1.70
Ĩ		Anti Pain Oil 8 oz.	4.40	8.80
ĩ		Rawleigh Castoria lg.	2.00	
-1-				2.00
Ŧ		Lemon Extract med.	3.75	3.75
1		S. S. Vanilla med.	3.20	3.20
l		Imi. Vanilla med.	2.00	2.00
콗		Camphorated Oil	2.00	1.00
3		Sewing Machine Oil med.	.80	•40
3 5				
\$		Cough Syrup med.	2.00	1.00
Ť		Laxative Syrup med.	1.90	1.90
2		Lemon sm.	2.00	4.00
2		S. S. Vanilla sm.	1.70	3.40
J.		D. S. Vanilla sm.	2.20	1.10
ء ڏ		Imi. Vanilla sm.	1.20	2.40
~		Mixed Flavor		
<u> </u>			1.40	1.40
Ē		Peppermint Ext.	1.80	•90
Τ.		Orange	2.30	2.30
1		Strawberry	1.50	1.50
1		Pineapple	1.30	1.30
. 1	The second second	BananaFlavor	1.30	1.30
7	100	Red Color		
ា	and the second		1.20	1.20
<u> </u>	the state of the state of		•60	.60
\$		Castoria sm.	1.20	•60
\$	*	Yellow Color	1.00	• 50
1		Dental Kits	3.98	1.96
2	1.0	Dental Cream	1.26	.63
F		Good Health Talcum	2.64	1.32
์ รั				
5			1.32	1.32
ຊ		Talcum & Baby Powder	1.10	-55
<u> </u>		Complex. Powder	1.32	1.32
Ť		Brown Beauty Powder	1.43	1.43
\$		Cold Cream lg.	2.20	1.10
1		" sm.	1.38	•69
1		Vanishing Cream lg.	2.42	1.21
Ž		" sm.		
า๊		Pomade	1.42	•71
Ť			1.54	1.54
+		Liquid Shampoo lg.	2.42	2.42
୍ଦି		Face Lotion	1.66	•83
章		Ideal Lotion	2.08	
1		Sweet Clover	1.43	1.43
훙		Hair Tonic		
堇		Brilliantine	2.20	1.10
HONELAND AND AND AND AND AND AND AND AND AND		Foir Stroightoner	1.54	•77
-2	and the second s	Hair Straightener	1.42	.71
15		Witch Hazel	1.54	.77
Ť		TreVere Complex.Pwd.Flesh	2.86	2.86
S		" Perfume	3.18	1.59
1		"-Perfume LaJ. Lipstick	1,80	1.80
ĺ		LaJ. Complex.Pwd.Flesh		
1		" Rouge	2.53	
2		" Poudro Masz - + + -	2.82	1.41
3		" Poudre Toilette	4.50	2.75
Ž		" Cold Cream	2.52	1.26

DEBITS
IN ACCOUNT WITH
THE W. T. RAWLEIGH COMPANY, FREEPORT, ILLINOIS

C. G. Wiggins, Ala.

Dec. 22, 1932 -- Cont.

زز	ec. zz,	1932 Cont.		
	Gross Dozen	LaJ. Almond Lotion Florencia Talcum "Complex.Pwd.Flesh "Brumette Cleansing Cream Florencia Cold Cream "Lemon Cream "Lemon Lotion Tooth Brushses Special ""Childs ""Good Health Bx. Cocca Castile Soap Bx. Cocopalm Soap Bx. Vegetable Oil Soap Tar Soap Bx. Shaving Soap Shaving Cream Economy Soap Bx. Lemon Cocca Soap Black Pepper med. Black Pepper med. Black Pepper sm. Cinnamon sm. Ginger sm. Nutmeg sm. Cloves sm. Sage Red Pepper Whole Mixed Spice Whole Cloves 1 oz. Aspirin sm. Cathartic Pills 1g. "sm. Headache Tablets sm. Cough Lozenges Cold Tablets sm. Nux and Iron Tablets Dyspepsia Tablets Laxative Tablets 1g. Laxative Tablets 1g. Laxative Tablets 1g. Laxative Tablets sm. Laxative Tablets sm. Laxative Tablets 1g. Laxative Tablets 1g. Mustard Cintment 1g. Mustard Cintment 1g. Mustard Cintment 1g. Mustard Ointment sm. cans Medicated Cintment sm. Vapor Balm Healing Salve 1g. "sm. Medicated Cintment sm. jars Effervescent Salts 1g. Redicated Cintment sm. Jars Medicated Cintment Salty 1g. Redicated Conspect Ready Relief Samples "Application for Corns Phosphate Baking Powder Prepared Mustard 1g.	2.60 1.50 4.00 Free 3.20 1.10 1.90 1.70	- 19900042267750563708000 005000000000000000000000000000000
1 1 1 2 1 1 1 1 1 2 1 2 1 2 1 2 1 2 1 2	· '2	Application for Corns Phosphate Baking Powder Economy Baking Powder	3.20 1.10 1.90 1.70	.55 1.90

DEBITS

IN ACCOUNT WITH
THE W. T. RAWLEIGH COMPANY, FREEPORT, ILLINOIS

C. G. Wiggins, Ala.

Dec. 22, 1932.

سد	ec. aa, 1	.0024			
	200 only 100 1 10 Dozen	Peppermint Gum Mint Sweets Wintergreen Sweets Writing Fluid Sewing Machine Oil 8 oz. Silver Polish Stove Polish Furniture Polish Re Nu It Hand Cleanser Washing Compound " Powder Cleanser & Wtr.Soft.Sm. " " Lg. Louse Powder lg. Astringent Tablets Septo Powder Veterinary Ointment Healing Powder Poultry Powder Dip 1 Gal. Pyrethro Refills 4 Line Sample Case Used Sales Record Book Sales Order Book Advance Order Book Ideal Memo Bk.Complete Master Household Sign lg. Household Products Sign sm. Stock and Poultry Sign sm. Stock and Poultry Sign sm. Good Health Gudes Calendars 1933 Vanilla Bean Sample Cocoa Samples All Purpose Cement LaJaynees Talcum	45 40 40 40 60 60 60 60 60 60 60 60 60 6	45 40 60 60 60 60 60 60 60 60 60 6	291.41
	Dec. 23,	1932.			
		Freight on Shipment of Produprepaid to Dealer 12-22-32 27, 1932.	22.92		22.92
	l only	Rawleigh Methods Guide Book	2.50	2.50	2.50
		TOTALDE	BITS		\$316.83

CREDITS
IN ACCOUNT WITH
THE W. T. RAWLEIGH COMPANY, FREEPORT, ILLINOIS

Mar. 22, 1933 Returned Goods \$243.78

Total Debit	ts \$243.78
TOTAL CREDITS 243.7 TOTAL DEBITS 316.8	
TOTAL CREDITS BALANCE	\$2 43. 78 73 . 05
\$316.8 TOTAL DEBITS TOTAL CREDITS	33 \$316.83 \$316.83 243.78
BAL ANC E	\$ 73.05

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 DEC 16 1932

Buyer Sign
Here C. G. Wiggins (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 unconditionally 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 under-signed 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)

S. S. Baggett (Seal) Naval Stores Bay Minette

M. F. Wiggins (Seal) Naval Stores New River Fla.

Lawrence Wiggins (Seal) " " Brooker "

(Seal) (Seal) 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.

1933 Original Contract

Contract With

Name Mr. C. G. Wiggins, Ala.

Received.......11-28-32

Investigated 11-28-32

Approved by L.R.B. Dec. 16 1932

Copy Mailed DEC 16 1932

				_		
HE STATE OF ALABAMA, Baldwin County.	No.			-	T COU	JRT
		Janu	ary 3	rd.		193
o Any Sheriff of the State of Alabama:		·	i.			
	7. F	n _e :				
You are hereby commanded to summon						
S. S. Bargett	1				· · - ·	
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			-			
				·		
appear and plead, answer or demur, within thirty	y day from	the servi	e hereo	f, to the	Compla	aint filed
e Circuit Court of Baidwin County, State of Alab	ama at Ba	y Minette	, Ala., a	gainst	him	
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Defendant	. by'd	nellu.	L.II.	av le 1.	gr_Co	mbsul
Illinois Corporation						
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THE STATE OF ALABAMA BALDWIN COUNTY CIRCUIT COURT The W. T. Rawleigh Company, an Illinois Corporation. PLAINTIFF VS. S. S. Baggett. Defendant Summons and Complaint Filed, Jan. 3rd. 193 6 Cafeel Clerk Defendant Lives at
The W. T. Rawleigh Company, an Illinois Corporation. PLAINTIFF VS. S. S. Baggett. DEFENDANT Summons and Complaint Filed, Jan. 2rd. 1936 Caker Clerk
on Illinois Corporation. PLAINTIFF VS. S. S. Baggett. DEFENDANT Summons and Complaint Filed, Jan. 3rd. 1936 Cake Clerk
on Illinois Corporation. PLAINTIFF VS. S. S. Baggett. DEFENDANT Summons and Complaint Filed, Jan. 3rd. 1936 Cake Clerk
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Defendant Lives at
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Bey Minette, Ala.
\$12.50 deposited for costs.
W. H. Hawkins.
Plaintiff's Attorney.
Defendant to
Defendant's Attorney

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THE W. T. RAWLEIGH COMPANY, a Corporation,

IN THE CIRCUIT COURT OF

.Plaintiff,

ALLEGOULTY, LIGHTER

VS.

S. S. BAGGETT,

والمست تشا

Defendant.

110. 235.

And now comes the Defendant and denums to the original Complaint filed by the Plaintiff, and for grounds thereof says:

FIRST:

That said complaint does not state a cause of action.

SECULD:

That there is a non-joinder of party defendant.

Bulle & Sale
Attorneys for Defendant.

Defendant demands a trial by Jury.

Attorneys for Defendant.

ECORDED Auck 7-4/7

THE W. T. RAVILETCH COMPANY, a Corporation,

Plaintiff,

 v_{S}

S. S. BAGGETT,

Defendant.

IN THE CIRCUIT COURT OF

Balldville Gountry, Alabalia,

AT Last,

HO. 235.

DELIURRERS

Piled His 55 day face 1860

STATE OF ILLINOIS STEPHENSON COUNTY SS

Form L-3002 AFFIDAVIT

BIEFILINSON COUNTY
J. R. Jackson, being duly sworn on oath states
that he is the and authorized agent of The W. T. Rawleigh Company, a corporation organized and doing business under the laws of the State of Illinois, with legal domicile and principal office at the City of Freeport, County of Stephenson, and State of Illinois; and that the annexed Itemized Statement of account in favor of the
said The W. T. Rawleigh Company, and against C. G. Wiggins,
Alabama for the sum of Three Hundred Sixteen
and 83/100 (\$ 316.83) Dollars, showing credits aggre-
gating the sum of Two Hundred Forty-Three and 78/100
(\$ 243.78) Dollars, and showing a balance due of Seventy-Three Dollars and 05/100(\$ 73.05)
Dollars, is within the knowledge of this affiant, just and true; that it is due and unpaid and that all just and lawful offsets, payments and credits have been allowed.
Secretary, and Agent
for The W. T. Rawleigh Company.
Subscribed and sworn to before me by J. R. Jackson,
Secretary, of and Agent for The W. T.
Rawleigh Company at Freeport, Stephenson County, State of Illinois, on
his the day of December
93.5. BNDecklar
Notary Public in and for Stephenson County, State of Illinois.

My commission expires from 23.1938