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THE W. T. RAWLEIGH COMPANY, AN ILLINOIS CORPORATION, PLAINTIFF,	)	IN THE CIRCUIT COURT OF
VS.	)	BALDWIN COUNTY, ALABAMA.
VICTOR F. GAAR, J. B. CHILDRESS AND C. V. LEWIS, DEFENDANTS.	)	

Comes the Plaintiff in the above entitled cause and for answer to the defendant's pleas files the following replications, separately and severally:

1. The Plaintiff joins issue on said pleas.

For special replication, separately and severally, to pleas 3 and 4, the plaintiff says:

2. That the plaintiff transmitted by United States mail from its branch office in Memphis, Tennessee, to the said Willie Boone at Foley, Alabama, its printed form of guaranty contract with the request that the said Willie Boone execute same on his own behalf and have satisfactory sureties execute same in order that they might continue their business relations, and the said Willie Boone did execute said contract and have the defendants execute the same as sureties, and thereupon returned same to the plaintiff by United States mail at its said office in Memphis, Tennessee, where after investigation made by the plaintiff from its said office the said contract was accepted and acted upon as a binding contract by the plaintiff; that the plaintiff had no agent in Alabama in connection with the execution of said contract, and had no knowledge actual or constructive that any misrepresentation had been made to the defendants.

3. For further replication to said plea as filed by the defendant Victor F. Gaar, the plaintiff avers that the said Willie Boone entered into a contract with this plaintiff which expired by its terms on December 31, 1933, and the said defendant Victor F. Gaar executed same as a surety or guarantor, which said contract is

in all respects identical in its terms with the contract copy of which is attached to and made a part of the complaint, the same having been accepted by the plaintiff on January 3, 1933; that the said Willie Boone being indebted to the plaintiff under said contract in the sum of $479.79 on December 31, 1933 as set out in said plea, the said defendant Victor F. Gaar had become liable under said previous contract for the payment of said sum to the plaintiff, and is estopped from alleging that he was injured by such misrepresentation as is set out in said plea.

4. For further replication to said plea as filed by the defendant Victor F. Gaar, the plaintiff says that no injury occurred to said defendant on account of the alleged false and fraudulent representation for that the defendant Victor F. Gaar had for several years prior to the execution of the guaranty contract sued on executed like guaranty contracts for the said Willie Boone, and under said contracts had already become liable for the payment to this plaintiff of the full amount now sued for.

For answer to pleas 10, 11, 12, 13 and 14, separately and severally, the plaintiff files the following separate and several replications:

5. That the contract or bond sued on, copy of which is attached to the complaint as an exhibit, was transmitted by United States mail by the said Willie Boone to the plaintiff's branch office at Memphis, Tennessee, and after investigation made by the plaintiff from its said office was accepted and acted upon as a binding contract by the plaintiff, and is a contract governed by the laws of the State of Tennessee; that all orders for merchandise made by the said Willie Boone under said contract were transmitted by United States mail by the said Willie Boone to the plaintiff's said office in Tennessee, and all merchandise, drugs, medicines, chemicals or poisons which the said Willie Boone ordered were shipped to him f.o.b. Memphis, Tennessee, and were a part of interstate commerce; that under the common law of Tennessee as declared by its highest judicial tribunals this plaintiff had the legal right to

so sell to the said Willie Boone such drugs, medicines, chemicals or poisons as it did sell to him upon his orders, and there is no statute of Tennessee changing the common law rule in this regard.

6. The plaintiff further says that all drugs, medicines or poisons sold by it to the said Willie Boone were sold as a part of interstate commerce upon orders sent to it through the United States mail by Willie Boone and received by the plaintiff at one of its branch offices outside the State of Alabama, and that all such goods as were ordered were delivered to the said Willie Boone f.o.b. Memphis, Tennessee, and if the said Willie Boone sold or disposed of same in violation of any law of the State of Alabama this was done without the knowledge or consent of this plaintiff.

For answer to pleas 15, 16, 17 and 18, separately and severally, the plaintiff files the following separate and several replications:

7. That in and by the terms and conditions of the contract sued on, copy of which is attached to and made a part of the complaint, it is provided that "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," and it is further provided in said contract that the said Willie Boone shall make payments to the plaintiff for products sold by the plaintiff to him either by cash or by installment payments satisfactory to the seller at invoice prices. The plaintiff avers that after the execution of the contract sued on the said Willie Boone did not make cash or installment payments in a manner satisfactory to the plaintiff and this plaintiff repeatedly so advised the said Willie Boone that his payments were not satisfactory and urged him to make larger payments on the account owing; that this plaintiff continued to make shipments from time to time to the said Willie Boone until, to-wit, August 2, 1934, when on account of unsatisfactory installment payments on the account owing, it elected to terminate said con-

tract and so advised the said Willie Boone in writing.

8. For further replication to said plea as filed by the defendant Victor F. Gaar, the plaintiff avers that on or about January 3, 1933, the said Willie Boone entered into a contract with this plaintiff, and the defendant Victor F. Gaar executed the same as a surety or guarantor, which said contract is in all respects identical in its terms with the contract now sued on, and which said previous contract expired on December 31, 1933, and upon the termination of said contract the said defendant executed as surety or guarantor the contract upon which suit is now based; that under the preceding contract this plaintiff sold merchandise to the said Willie Boone as provided therein, and the said Willie Boone was indebted to the plaintiff on that account in the sum of $479.79 upon the termination of said contract on December 31, 1933, and he and the defendant Victor F. Gaar had become liable under said previous contract for the payment of said sum to the plaintiff, so that the alleged false and fraudulent representations are as respects this defendant damnum absque injuria.

For special replication, separately and severally, to pleas (a) and (b) the plaintiff says:

9. That the contract or bond sued upon and copy of which is attached to the complaint as an exhibit was transmitted by United States mail by the said Willie Boone to the plaintiff's branch office at Memphis, Tennessee, and after investigation made by the plaintiff from its said branch office was there accepted and acted upon as a binding contract by the plaintiff at its said office, and is a contract governed by the laws of the State of Tennessee; that by the common law of the State of Tennessee as declared by the highest judicial tribunals of that state, and now in force in said state, a contract of guaranty is binding upon the guarantors when delivered by the principal debtor having possession of same in violation of his stipulation with the guarantors that the same is not to be delivered in the event the principal debtor is

already indebted to the guarantee, unless the beneficiary has actual or constructive knowledge of such conditional delivery. The plaintiff avers that it had neither actual nor constructive knowlege of the misrepresentation made by the said Willie Boone, nor any knowledge, actual or constructive, of his said agreement with these defendants.

10. That the contract or bond sued upon, and copy of which is attached to and made a part of the complaint, was transmitted by the said Willie Boone by United States mail to the plaintiff at its branch office at Memphis, Tennessee, and after investigation made by the plaintiff from its said branch office was there accepted and acted upon as a binding contract by the plaintiff and is a contract governed by the laws of the State of Tennessee; that it is the law of the State of Tennessee that unless the one to whom the guarantee is made has knowledge, actual or constructive, that the sureties on said bond delivered same to the principal obligor under an agreement that it was not to be delivered to the beneficiary unless or until certain conditions were met or existed, the contract of guaranty or suretyship is binding upon the obligors even though said bond was delivered in violation of the agreement between the sureties and the principal obligor.

11. For further replication to said plea as filed by the defendant Victor F. Gaar, the plaintiff avers that on or about January 3, 1933 the said Willie Boone entered into a contract with this plaintiff, and the defendant Victor F. Gaar executed the same as a surety or guarantor, which said contract is in all respects identical in its terms with the contract now sued on, and which said previous contract expired on December 31, 1933, and upon the termination of said contract the said defendant executed as surety or guarantor the contract upon which suit is now based; that under the aforesaid contract for the year 1933 this plaintiff sold merchandise to the said Willie Boone as provided therein, and the said Willie Boone was indebted to the plaintiff on that account in the sum of $479.79 upon the expiration of said contract on December 31,

1933, and he and the defendant Victor F. Gaar had become liable under said previous contract for the payment of said sum to the plaintiff. Wherefore, the plaintiff avers that any misrepresentation made by the said Willie Boone to this defendant as to the amount of indebtedness owing by him to the plaintiff was without injury to this defendant, and this defendant could not be injured by the breach of agreement made by Willie Boone to him whereby said bond or contract was not to be delivered to this plaintiff in the event that the said Willie Boone was already indebted to the plaintiff.

W. H. HAWKINS,
McMILLAN, CAFFEY & McMILLAN,
Attorneys for Plaintiff.

RECORDED

CIRCUIT COURT LAW SIDE

BALDWIN COUNTY, ALABAMA.

****

THE W. T. RAWLEIGH COMPANY,
AN ILLINOIS CORPORATION,
PLAINTIFF,

VS.

VICTOR F. GAAR, J.B.CHILDRESS
AND C.V.LEWIS,
DEFENDANTS.

****

PLAINTIFF'S REPLICATIONS TO
DEFENDANTS' PLEAS

****

Filed August 23, 1939.

R. S. Quick
Clerk.
By Sudlice Thompson
Deputy Clerk

McMILLAN, CAFFEY & McMILLAN
ATTORNEYS AT LAW
BREWTON, ALA.

The W. T. Rawleigh Company, an Illinois corporation, Plaintiff, vs. Victor F. Gaar, J. B. Childress and C. V. Lewis, Defendants.	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA.

Come the defendants in the above styled cause, and demurring to the plaintiff's complaint, say:

1st. That said complaint does not state a cause of action.

2nd. That the allegations of said complaint are vague and indefinite.

3rd. That the allegations of said complaint are insufficient to apprize the defendants of what they are called upon to answer.

4th. That it does not appear by the said complaint that Willie Boone is indebted to the plaintiff.

5th. It does not appear by the said complaint that the defendants are liable for the indebtedness of Willie Boone.

6th. It does not appear by the said complaint whether or not the indebtedness of Willie Boone was an indebtedness existing at the time of the execution of the said contract, or whether the same was incurred thereafter.

7th. It does not appear from the said complaint that the alleged balance due from Willie Boone is an amount for which the defendants are liable to the plaintiff.

Burke Hall & Burke
Attorneys for Defendants.

Defendants demand a trial by jury of this cause
Burke Hall & Burke

Rawleigh
vs.
Yaar, et al

RECORDED
Duck
7-528

Demurrer

Filed Aug. 7, 1936
Robert A. Duck
Clerk

The W. T. Rawleigh Company, an Illinois corporation, Plaintiff, vs. Victor F. Gaar, J. B. Childress and C. V. Lewis, Defendants.	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA.

Come the Defendants in the above styled cause, and for further answer to Plaintiff's complaint, say:

(a) That they should not be held and bound under the bond or contract of guaranty sued on because of this: That at the time they and each of them signed the same it was in the possession of the principal therein, Willie Boone, and it was agreed by and between these defendants and the said principal that they would not be liable to the plaintiff for any debt of the principal, Willie Boone, existing prior to the signing of the contract, the said Willie Boone having represented that there was no indebtedness owing from him to the plaintiff under any prior contract; and these defendants each signed the same with the express condition and agreement that it should not be delivered to the plaintiff in this case if there was any indebtedness owing by the said principal, Willie Boone, to the said plaintiff prior to the delivery of the same. That the said contract was delivered to the said plaintiff by the said principal, Willie Boone, in violation of the said condition and agreement, and that these defendants did not know of the said delivery in violation of the said conditions until this suit was filed. Hence these defendants are not bound by the said undertaking and should be discharged in this matter, with their costs in this behalf expended.

(b) These defendants, for further plea, say: That they signed their names to the said contract or bond sued on with the dis-

tinct agreement between them and the said Willie Boone, who was the principal obligor, that the said bond or contract would not be delivered to the said principal plaintiff if there was any indebtedness owing by the said principal, Willie Boone, to the said plaintiff, and the defendants say that the said Willie Boone delivered said bond or contract in violation of the said agreement. Wherefore, defendants are not bound thereby.

Burke Hall & Burke
Attorneys for Defendants.

Filed March 2, 1939
R. S. Ducker, Clerk
By - Bertice Hourgan,
Deputy Clerk

THE W. T. RAWLEIGH COMPANY, AN ILLINOIS CORPORATION,	)	
PLAINTIFF,	)	IN THE CIRCUIT COURT OF
VS.	)	BALDWIN COUNTY, ALABAMA.
VICTOR F. GAAR, J. B. CHILDRESS AND C. V. LEWIS,	)	
DEFENDANTS.	)	

Comes the plaintiff in the above entitled cause and demurs to rejoinder lettered "A" as filed separately and severally to replications 5, 6, 7, 9, 10 and 11, and for grounds of said demurrer alleges the following, separately and severally:

1. Because it affirmatively appears from said replication that the contract was mailed by the principal to the guarantee's office in the State of Tennessee and accepted there so that it is governed by the laws of the State of Tennessee.

2. Because said rejoinder confesses the allegations of the replications without alleging any matter in avoidance thereof.

3. Said rejoinder states an erroneous conclusion of law by the pleader.

W. H. HAWKINS,
McMILLAN, CAFFEY & McMILLAN,
Attorneys for Plaintiff.

CIRCUIT COURT
BALDWIN COUNTY, ALA.

****

THE W. T. RAWLEIGH CO.
AN ILL, CORP.,

PLAINTIFF,

VS.

VICTOR F. GAAR, ET ALS,

DEFENDANTS.

****

PLAINTIFF'S DEMURRERS TO
REJOINDER "A"

****

Filed Nov. 3rd, 1941.

R. S. Dell

Clerk.

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

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

THE STATE OF ALABAMA
BALDWIN COUNTY

S.D. Page No. .....
Case No. 287

CIRCUIT COURT
Spring Term, 1940

To any Sheriff of the State of Alabama, GREETING:

You are hereby commanded to summon

Willie Boone

Cullman, Ala.

General Delivery

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

to be and appear before the honorable, the Judge of the Circuit Court of Baldwin County, at the Court House thereof, by 8:30 o'clock of the forenoon, on the 9th day of April 1940 and from day to day and term to term of said Court until discharged by law, then and there to testify, and the truth to say, in a certain cause pending, wherein W. T. Rawleigh Co. Plaintiff and Victor Haar, et al., Defendant.

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

Given under my hand and seal, this 2 day of April 1940.

R. S. DUCK
R. S. Duck Clerk.

By ..... Deputy.

Received in office this 2nd day of

April 1940 193

W.R. Stuart

Sheriff.

I have executed this writ

This man
in the Penitentiary

Sheriff.

Gulfport, Ala.

ORIGINAL

No. 287 Page

THE STATE OF ALABAMA

BALDWIN COUNTY

CIRCUIT COURT

W. T. Rawleigh Co.

Plaintiff

VS.

Victor Dear, et al

Defendant

CIVIL SUBPOENA

Issued this day of

193

R. S. DUCK

Clerk.

Interrogatories to be propounded to Jas. B. Jackson, E. P. Ousley and J. D. Gilbert, whose address is 121 South Liberty Avenue, Freeport, Ill., and who are material witnesses for plaintiff in the case of The W. T. Rawleigh Company vs. Victor E. Carr, J. B. Childress and C. V. Lewis.

Plaintiff suggests the name of B. E. Dechler, 121 South Liberty Avenue, Freeport, Ill., as a suitable person to act as commissioner to take the depositions of the witnesses in this cause.

S. H. Hawkins

Attorney for Plaintiff.

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(Copy)

W. T. RAWLEIGH CO.,
Plaintiff,

vs.

VICTOR GAAR, ET AL.,
Defendant.

Commissioner

Filed Jan 12 1938.
R. S. Leach
Clerk

THE W. T. RAWLEIGH COMPANY, an Illinois Corporation, Plaintiff,	)	IN THE CIRCUIT COURT OF
Vs.	)	BALDWIN COUNTY, ALABAMA.
VICTOR F. GAAR, J. B. CHILDRESS AND C. V. LEWIS, Defendants.	)	

Comes the Plaintiff in the above entitled cause and files the following additional demurrers to pleas 10, 11, 12, 13, 14, 15, 16, 17 and 18, and for grounds of demurrer assigns the following, separately and severally:

(a) Because the defense attempted to be interposed is one personal to Willie Boone, the principal obligor, in the contract sued on.

(b) Because said plea purports to be in bar of the plaintiff's cause of action but sets out facts which at most show only a partial defense thereto.

(c) Because said plea avers matters constituting a partial defense to the plaintiff's complaint, but purports to be in bar of plaintiff's right of recovery.

(d) Because it affirmatively appears from the contract sued on that the defendants guaranteed the past due indebtedness of the principal Willie Boone and that at the time of the execution of the agreement sued on the said Willie Boone was then indebted to this plaintiff in a larger amount than was sued for.

(e) Because it does not appear that there is any breach of contract between the plaintiff and these defendants, and the only breach of contract set out is one between the plaintiff and Willie Boone who is not a party to this suit.

(f) Because the defendants cannot defeat their liability as guarantors by showing a failure of consideration in the contract between the plaintiff and the principal obligor Willie Boone.

(g) Because it affirmatively appears that these defendants are seeking by their pleas to vary the terms of a contract in writing.

W. H. HAWKINS,
McMILLAN, CAFFEY & McMILLAN,
Attorneys for Plaintiff.

CIRCUIT COURT OF BALDWIN
COUNTY, ALABAMA.

****

THE W. T. RAWLEIGH COMPANY,
An Illinois Corporation,

Plaintiff,

VS.

VICTOR F. GAAR, J. B. CHILDRESS
AND C. V. LEWIS,

Defendants.

****

PLAINTIFF'S DEMURRERS TO
DEFENDANTS' PLEAS

****

Filed Aug 27 1939.

R. S. Duck
Clerk.

McMILLAN, CAFFEY & McMILLAN
ATTORNEYS AT LAW
BREWTON, ALA.

THE W. T. RAWLEIGH COMPANY, AN ILLINOIS CORPORATION, Plaintiff, vs. VICTOR F. GAAR, J. B. CHILDRESS AND C. V. LEWIS, Defendants.	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA.

Come the defendants in the above styled cause and demur to Replications 7 and 8, and say:

1st. Said replications do not set up matters constituting an answer to Pleas 15, 16, 17 and 18.

2nd. Said replications set up matters available under the general issue.

The defendants demur, separately and severally, to Replication 8, and as grounds therefor say:

1st. That in and by the said replication the plaintiff seeks to recover of the defendants on a prior contract not declared on in this suit.

2nd. Because it is not alleged in and by the said replication that the defendants, J. B. Childress and C. V. Lewis, signed the alleged prior contract.

3rd. Because said replication does not set up facts showing that the defendants, J. B. Childress and C. V. Lewis, are in any manner liable for the alleged indebtedness under the alleged prior contract.

4th. Because the said plaintiff in this cause is not seeking to recover of the defendants, or either of them, under the alleged prior contract.

5th. Because it is not alleged in and by the said replication that there is any sum now owing by these defendants, or either of them, to the plaintiff under the said alleged prior contract.

6th. Because the facts alleged in said replication do not, as a matter of law, if true, make the defendants, and each of them,

liable to the plaintiff for the sum claimed in plaintiff's complaint.

Attorneys for Defendants.

THE W. T. RAWLEIGH COMPANY,
AN ILLINOIS CORPORATION,
Plaintiff,

vs.

VICTOR F. GAAR, J. B.
CHILDRESS AND C. V. LEWIS,
Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

DEMURRER.

Filed March 27, 1940

R. S. Duck
Clerk.

THE W. T. RAWLEIGH COMPANY, AN ILLINOIS CORPORATION, Plaintiff, vs. VICTOR F. GAAR, J. B. CHILDRESS AND C. V. LEWIS, Defendants.	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA.

Come the defendants in the above styled cause and demur to Replications 9, 10 and 11, and say:

1st. Said replications do not set up matters constituting an answer to Pleas A and B.

2nd. Said replications attempt to set up as a defense to said Pleas A and B the alleged fact that the plaintiff had no knowledge, actual or constructive, of the agreement alleged in said pleas with these defendants, and said lack of knowledge, actual or constructive, on the part of the plaintiff, if true, does not authorize the plaintiff to recover of the defendants.

3rd. Because said replications attempt to set up as a defense to Pleas A and B a lack of knowledge, actual or constructive, on the part of the plaintiff that Willie Boone, for whose benefit the contract sued on was made, had represented to the defendants that he was not indebted to the plaintiff, and that he had agreed with them, and they with him, that the contract sued on should not be delivered if there was any indebtedness from him to the plaintiff, and said lack of knowledge on the part of the plaintiff of said facts, if true, does not render the defendants liable to the plaintiff thereon, if the facts alleged in said pleas are true.

4th. Because the contract or bond sued on having been delivered in violation of the conditions and agreement alleged in said Pleas A and B, the plaintiff cannot recover thereon against these defendants, whether or not it had knowledge, actual or constructive, of such agreement between the sureties and the principal obligor.

5th. Because in said replications plaintiff offers as an answer to said Pleas A and B the alleged fact that it had no knowledge, actual or constructive, of the agreement between the sureties and the principal obligor, when under the facts alleged in said Pleas A and B the plaintiff is chargeable with notice of the limitation placed by the sureties upon authority of their agent in delivering the bond.

6th. Because under the facts alleged in said Pleas A and B, plaintiff is chargeable with notice of the limitation placed by the sureties upon plaintiff's agent in delivering the bond.

The defendants demur, separately and severally, to Replication 11, and as grounds therefor say:

1st. That in and by the said replication the plaintiff seeks to recover of the defendants on a prior contract not declared on in this suit.

2nd. Because it is not alleged in and by the said replication that the defendants, J. B. Childress and C. V. Lewis, signed the alleged prior contract.

3rd. Because said replication does not set up facts showing that the defendants, J. B. Childress and C. V. Lewis, are in any manner liable for the alleged indebtedness under the alleged prior contract.

4th. Because the said plaintiff in this cause is not seeking to recover of the defendants, or either of them, under the alleged prior contract.

5th. Because it is not alleged in and by the said replication that there is any sum now owing by these defendants, or either of them, to the plaintiff under the said alleged prior contract.

6th. Because the facts alleged in said replication do not, as a matter of law, if true, make the defendants, and each of them, liable to the plaintiff for the sum claimed in plaintiff's complaint.

Beebe & Hall
by W. C. Beebe
Attorneys for Defendants.

THE W. T. RAWLEIGH COMPANY,
AN ILLINOIS CORPORATION,
Plaintiff,

vs.

VICTOR F. GAAR, J. B.
CHILDRESS AND C. V. LEWIS,
Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

DEMURRER.

Filed March 27, 1940
R. S. Dunn
Clerk.

THE W. T. RAWLEIGH COMPANY, AN ILLINOIS CORPORATION, Plaintiff, vs. VICTOR F. GAAR, J. B. CHILDRESS AND C. V. LEWIS, Defendants.	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA.

Come the defendants in the above styled cause and demur to Replications 2, 3 and 4, and say:

1st. Said replications do not set up matters constituting an answer to Pleas 3 and 4.

2nd. Said replications set up matters available under the general issue.

The defendants demur [illegible] cations 3 and 4, and as grounds therefor say:

1st. That in and by the said replications the plaintiff seeks to recover of the defendants on a prior contract not declared on in this suit.

2nd. Because it is not alleged in and by the said replications that the defendants, J. B. Childress and C. V. Lewis, signed the alleged prior contract.

3rd. Because said replications do not set up facts showing that the defendants, J. B. Childress and C. V. Lewis, are in any manner liable for the alleged indebtedness under the alleged prior contract.

4th. Because the said plaintiff in this cause is not seeking to recover of the defendants, or either of them, under the alleged prior contract.

5th. Because it is not alleged in and by the said replications that there is any sum now owing by these defendants, or either of them, to the plaintiff under the said alleged prior contract.

6th. Because the facts alleged in said replications do not, as a matter of law, if true, make the defendants, and each of them,

liable to the plaintiff for the sum claimed in plaintiff's complaint.

Barber & Hall
by W C Barber
Attorneys for Defendants.

THE W. T. RAWLEIGH COMPANY,
AN ILLINOIS CORPORATION,
Plaintiff,

vs.

VICTOR F. GAAR, J. B.
CHILDRESS AND C. V. LEWIS,
Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

DEMURRER.

Filed March 27, 1940

R. S. Duke
Clerk.

THE W. T. RAWLEIGH COMPANY, AN ILLINOIS CORPORATION, Plaintiff, vs. VICTOR F. GAAR, J. B. CHILDRESS AND C. V. LEWIS, Defendants.	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA.

Come the defendants in the above styled cause and demur to Replications 5 and 6, and say:

1st. Said replications do not set up matters constituting an answer to Pleas 5 and 6.

2nd. Said replications set up matters available under the general issue.

Beebe & Hall
by H. C. Beebe.
Attorneys for Defendants.

THE W. T. RAWLEIGH COMPANY,
AN ILLINOIS CORPORATION,
Plaintiff,

vs.

VICTOR F. GAAR, J. B.
CHILDRESS AND C. V. LEWIS,
Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

DEMURRER.

Filed March 27, 1940
R. S. Duck
Clerk.

The W. T. Rawleigh Company,

An Illinois Corporation,
Plaintiff.

In Circuit Court of Baldwin County, Ala.

vs.

Victor F. Gaar, J. B. Childress,
and C. V. Lewis, Defendants.

Comes the plaintiff in the above entitled cause and demurring further to the pleas of defendants, separately and severally alleges and states:-

Plaintiff demurs to pleas three and four, separately and severally on the following grounds, to-wit.:-

11th.

Because said pleas fail to show the name of the agent of plaintiff, who is alleged to have falsely and fraudulently represented to defendants that Willie Boone was not indebted to plaintiff at the time of the execution of the contract.

12th.

Because the averments of said pleas are vague and indefinite.

13th.

Because the contract executed by defendants, which contract is a part of the complaint, provides for the assumption of all prior indebtedness of the principal, Willie Boone by the sureties, the defendants.

14th.

Because it is not shown in said pleas three and four that said alleged agent of plaintiff had been authorized by plaintiff to make said representations.

Plaintiff demurs to pleas, seven, eight, and nine, separately and severally on the following grounds to-wit.:-

15th.

Because said pleas are vague and indefinite.

16th.

Because said pleas do not set up any facts to show in what respects plaintiff has violated the laws of the State of Alabama in shipping goods to Willie Boone, F. O. B., Memphis, Tennessee on the order of said Willie Boone, the principal.

17th.

Because it is not shown that plaintiff in its dealings with Willie Boone

was not engaged in interstate commerce only and not doing business in Alabama, contrary to the statutes of the State of Alabama.

18th.

Because it is not shown in said pleas that there was any duty on the part of plaintiff corporation to organize in Alabama or qualify to do business in Alabama, when it did no business in Alabama in violation of the statutes of Alabama but was only doing business in interstate commerce and all goods ordered were shipped F. O. B. Memphis, Tenn.

Plaintiff demurs to pleas 10, 11, 12, 13 and 14, separately and severally on the following grounds, to-wit:-

19th.

Because ot is not shown in said pleas that the drugs and medicine or poisons were not shipped in interstate commerce and that said merchandise was not manufactured in compliance with the requirements of the Department of Agriculture and in compliance with the provisions of the Food and Drug Laws of the United States.

20th.

Because it is not shown in said pleas what drugs, medicines, chemicals or poisons were sold to Willie Boone in Alabama, contrary to the laws of the State of Alabama.

21st.

Because it is not shown in said pleas that any of the drugs, medicines, chemicals or poisons were sold and delivered to Willie Boone in Alabama, contrary to the laws of Alabama.

22nd.

Because it is not shown in said pleas that plaintiff aided or assisted Willie Boone in the said retail of the drugs, medicines, chemicals and poisons in Alabama.

23rd.

Because said pleas fail to give in detail a list of said drugs, medicines, chemicals and poisons sold to Willie Boone in Alabama and the value of same.

24th

Plaintiff demurs to plea 13th. on the further ground that said plea is a mere conclusion of the pleader and fail to set up any facts to show wherein said contract is void.

Plaintiff demurs to pleas 15, 16, 17 and 18 separately and severally on the following grounds to-wit.:-

25th.

Because it is not shown in said pleas what goods, wares and merchandise and the value of same that were refused shipment by plaintiff to Willie Boone, neither is a copy of said order of Willie Boone to plaintiff shown nor a letter shown from plaintiff refusing to ship any order made by Willie Boone.

26th.

Because it is not shown in said pleas what goods ordered by Willie Boone were not shipped and the value of said refused shipment, and if they were not shipped whether or not Willie Boone had complied in every way with the terms of the contract.

27th.

Because said pleas misquote the contract, which is made a part of the complaint in that said contract does not state as alleged by defendants," Plaintiff contracted and agreed to sell and deliver on time to Willie Boone certain goods, wares and merchandise to be resold by him and from the proceeds thereof to pay said account," as there is no such provision in said contract.

28th.

Because said pleas misquote the contract in stating that under the contract plaintiff did not have the right to refuse shipment of products to Willie Boone when said Boone failed or refused to pay for same.

29th.

Because said pleas fail to show that by the terms of the contract executed by Willie Boone and signed as sureties by defendants, there is a stipulation as follows," 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 be due and payable immediately."

30th.

Because it is not shown in said pleas that this contract was not terminated by written notice, as provided by said contract.

31st.

Because said pleas fail to show that Willie Boone did not discontinue business voluntarily before December 31, 1934 or that he had performed his part of the contract in every way before the expiration of said contract.

32.

Because said pleas state no facts to show any intention on the part of plaintiff to discontinue business relations with Willie Boone as soon as the contract was signed by the sureties, the defendants.

33.

Plaintiff demurs to plea 18 because said plea fails to set up sufficient facts to show failure of consideration

34.

Plaintiff demurs to plea No. 2, as said plea states that there is only consideration for part of the contract, and it is not shown that said contract was divisible and by signing said contract as a whole defendants are estopped to set up or claim that only part of the contract was binding on them.

35.

Plaintiff demurs to pleas three to eighteen inclusive, separately and severally, because said pleas do not set up any legal defense to this action and is no answer to the allegations of the complaint.

W. H. Hawkins

Attorney for Plaintiff.

W. T. Raleigh Co.
a Corporation
Plaintiff

vs

Victor G. Gaines
J. B. Childress
J. C. Lewis
Defendants

Demurrer to Plea
of Defendants

February 18/1937

W. T. Hawkins
Atty for Plaintiff

The W. F. Rawleigh Company,
An Illinois Corporation.
Plaintiff.

vs.

Victor F. Gear, J. B. Childress
and C. V. Lewis, Defendants.

In Circuit Court of Baldwin County,
Alabama.

Comes the plaintiff in the above entitled cause and joins issue on the pleas of defendants, heretofore filed in this cause, separately and severally.

Attorney for Plaintiff.

THE W. T. RAWLEIGH COMPANY, AN ILLINOIS CORPORATION, PLAINTIFF,	)	IN THE CIRCUIT COURT OF
VS.	)	BALDWIN COUNTY, ALABAMA.
VICTOR F. GAAR, J. B. CHILDRESS, AND C. V. LEWIS, DEFENDANTS.	)	

Come the defendants in the above styled cause, and in rejoinder to plaintiff's replications 5, 6, 7, 9, 10, and 11, seperately and severally, say:

A. That said agreement on the part of these defendants to become guarantors or sureties of the account of Willie B. Boone was signed by them and each of them in the State of Alabama; that the plaintiff was at the time of the said agreement, and has continuously since then been a non-resident of the State of Alabama; that no place for the payment by these defendants of the account of Willie B. Boone or otherwise performing their contract as guarantors or sureties was specified in the said contract, and no place has been agreed upon for such performance between the plaintiff and these defendants; that the said contract having been signed by these defendants in the State of Alabama, no place for performance by these defendants other than Alabama having been specified or agreed upon, the plaintiff being a non-resident of the State of Alabama, the said contract was and is to be performed in Alabama, and is governed by the laws of the State of Alabama and not by the laws of the State of Tennessee, as alleged in said replication.

BEEBE AND HALL

By W. C. Beebe
For Defendants

RECORDED Du
8-16

W. T. Rawleigh Co.,
plaintiff.

vs.

Victor F. Geer Et. Als.
Defendants.

Joinder of issue on pleas.

Filed Nov. 22, 1937.
R. S. Duck
Clerk

254

W. H. Hawkins,
Atty for Plaintiff.

Rawleigh
vs
Farnsdal

Plaintiffs Rejoinder
to Defendants
Replications

Filed Nov 1, 1941
Radcliff
Clerk

BEEBE & HALL
LAWYERS
BAY MINETTE, ALABAMA

THE W. T. RAWLEIGH COMPANY, an Illinois corporation, Plaintiff,	IN THE CIRCUIT COURT OF
vs.	BALDWIN COUNTY, ALABAMA.
VICTOR F. GAAR, J. B. CHILDRESS and C. V. LEWIS, Defendants,	

Come the defendants in the above styled cause, and answering plaintiff's complaint, say:

1st. That the matters therein alleged are untrue.

2nd. That there was no consideration for the promise and agreement of defendants to assume and pay any and all prior indebtedness owing by Willie Boone to the plaintiff.

3rd. That at the time the defendants signed the contract sued on the agent of the plaintiff, as an inducement to the defendants to sign the same, represented to the defendants that Willie Boone was not indebted to the plaintiff in any sum; that believing and relying upon the said representations, these defendants entered into the said contract, as the same was represented and believed by them to be a contract solely for the guarantee of the payment of goods purchased in the future; that plaintiff now in this suit claims that the said Willie Boone was indebted to them at said time in the sum of $479.79; that the said representation made to these defendants by the agent of the said plaintiff was false and a fraud upon these defendants; that subsequent to the signing of the contract by these defendants the said W. T. Rawleigh Company sold to Willie Boone goods, wares and merchandise in the sum of $218.80 and he paid the plaintiff therefor in full.

4th. That the defendants were induced to sign the contract sued on through the fraud of the plaintiff, in this, that at the time and as an inducement to obtain their signature, the agent of the plaintiff represented to the defendants that Willie Boone was not indebted to the plaintiff in any sum, and that that provision of

the contract, in which they promised and agreed to pay any and all prior indebtedness that might be due and owing from the said Willie Boone to the plaintiff, was merely a part of the written contract and would have no application in their guarantee of Willie Boone's contract with the plaintiff; that the said representation as it now appears was false and fraudulent.

5th. That ~~prior to~~ at the time of the commencement of this suit the plaintiff was indebted to the defendants in the sum of $412.47, in this, that at the time the defendants signed the contract sued on the agent of the plaintiff falsely and fraudulently represented to these defendants that Willie Boone was not indebted to the plaintiff; that the said representation was fraudulent and false in that Willie Boone was at that time indebted to the plaintiff in the sum of $479.79, all to the damage of the defendants, as aforesaid, in the sum of $412.47, which sum of money defendants offer to set off against the demand of the plaintiff.

6th. That ~~prior to~~ at the time of the commencement of this suit the plaintiff was indebted to the defendants in the sum of $412.47, in this, that at the time the defendants signed the contract sued on the agent of the plaintiff falsely and fraudulently represented to these defendants that Willie Boone was not indebted to the plaintiff; that the said representation was fraudulent and false in that Willie Boone was at that time indebted to the plaintiff in the sum of $479.79, all to the damage of the defendants, as aforesaid, in the sum of $412.47, which sum of money defendants offer to recoup against the demand of the plaintiff.

7th. The plaintiff ought not to recover of the defendants because at the time the contract was entered into and while in force, the plaintiff was engaged in doing business in Alabama and the plaintiff was a corporation not organized under the laws of the State of Alabama and before engaging in or transacting business in this State did not file with the Secretary of State a certified copy of its Articles of Incorporation and 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 busi-

ness in this State.

8th. The plaintiff ought not to recover of the defendants, because at the time the contract was entered into and while in force, the plaintiff was engaged in doing business in Alabama and the plaintiff was a corporation not organized under the laws of the State of Alabama and before engaging in or transacting business in this State did not file with the Secretary of State a certified copy of its Articles of Incorporation and 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 this State, and an authorized agent or agents residing thereat.

9th. The plaintiff ought not to recover of the defendants, because at the time the contract was entered into and in force and while the plaintiff was doing business in this State it was a foreign corporation and had not qualified to do business in this State, as required by law.

10th. The plaintiff ought not to recover of the defendants, because it was contemplated by the alleged contract that the plaintiff would and did furnish to the said Willie Boone, to be retailed by him, contrary to law, drugs or medicines or chemicals or poison.

11th. The plaintiff ought not to recover of the defendants, because the plaintiff, under and by and as a part of the said contract, was to and did furnish to the said Willie Boone, an itinerant vendor, to be exposed or offered for sale, at retail, drugs or medicines or poisons, contrary to law.

12th. The plaintiff ought not to recover of the defendants, because under and by the terms thereof, the plaintiff was to and did furnish the said Willie Boone drugs or medicines or chemicals or poisons, to be sold by him at retail, contrary to law.

13th. The plaintiff ought not to recover of the defendants, because the contract sued on is absolutely void as against public policy.

14th. The plaintiff ought not to recover of the defendants, because the contract sued on is void for that under the terms thereof the plaintiff was to and did furnish, to be sold at retail, by the

said Willie Boone, drugs or medicines or chemicals or poisons, contrary to law.

15th. For further answer to plaintiff's complaint, defendants say that the consideration for the contract sued on has failed in this, that under and by virtue of the said contract the plaintiff in this cause contracted and agreed to sell and deliver on time to Willie Boone certain goods, wares and merchandise to be re-sold by him and from the proceeds thereof to pay his said account; that the plaintiff has breached the said contract,in that the said plaintiff failed and refused to sell and deliver to the said Willie Boone the goods, wares and merchandise which it contracted to sell and deliver to him under the said contract. Wherefore the plaintiff ought not to further prosecute this suit.

16th. That these defendants signed the contract alleged in the said complaint in consideration of the plaintiff's contract to sell and deliver to Willie Boone goods, wares and merchandise by him to be re-sold, and out of the proceeds thereof to pay the aforesaid account; that after entering into the aforesaid contract, the plaintiff breached the same,in that it failed and refused to sell the said goods, wares and merchandise to the said Willie Boone. Wherefore the plaintiff ought not to further prosecute this suit.

17th. That at the time the defendants signed the contract alleged in the aforesaid bill of complaint, the principal, namely, Willie Boone, was indebted to the plaintiff in a sum in excess of the amount claimed in the said billmof complaint, and the defendants were induced to sign the said contract because of the representation and agreement on the part of the plaintiff that it would continue to sell and deliver goods, wares and merchandise to the said Willie Boone, to be re-sold by him, and through the said sale of the same to pay the aforesaid account. That at the time of the entering into of the said agreement, the said plaintiff had no intention of continuing the sale of said products to the said Willie Boone, but entered into the said contract with the fraudulent intent to, as soon thereafter as they could seemly do so, refuse further shipments to

the said Willie Boone and to hold these defendants as sureties on the said contract, and in furtherance of said fraudulent scheme, after the said contract had been signed, the said plaintiff refused further shipments of said goods, wares and merchandise to the said Willie Boone; that the said representation and agreement on the part of the said plaintiff to sell and deliver additional goods, wares and merchandise to the said Willie Boone was false and a scheme on the part of the plaintiff to defraud these defendants. Wherefore the plaintiff ought not to further prosecute this suit.

18th. That under and by virtue of the aforesaid contract, the plaintiff agreed 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, Willie Boone, for whom these defendants became surety by the said contract, might order at current wholesale prices and on time, which said contract, under and by virtue of the terms thereof, was to continue until December 31, 1934; and these defendants signed the said contract in consideration of the aforesaid agreement, and that subsequent to the execution of the said contract, without cause and without written notice thereof, the plaintiff refused further shipments to the said Willie Boone before the expiration of the said contract. Wherefore the consideration for the agreement of these defendants declared on in the said complaint has failed.

Bube Hale & Bube
for Defendants.

I hereby accept service of above plead and waive service by Sheriff of same this June 28/37 W. T. Rawleigh Co. Corp
W. T. Rawleigh Co. Corp
Plaintiff

St. Lan: 287. RECORDED Dec 8-86

W T Raveligh Co.
vs
Victor Goar
J B Chedress
C V. Lewis

Please

Filed June 28 1937.
R S Duck
Clerk

BEEBE, HALL & BEEBE
LAWYERS
BAY MINETTE, ALABAMA

Copy

Interrogatories to be propounded to J. R. Jackson and

H. P. Ousley.

Q. 1- State your name, age, residence and occupation.

Q. 2- How long have you been connected with the Plaintiff Company and in what capacity?

Q. 3- State in a general way what your duties are and have been while connected with the Plaintiff Company.

Q. 4- State whether or not to your own knowledge the Plaintiff Company is incorporated, and if so, when and where?

Q. 5- What is the business of the Plaintiff Company, and where does it carry on its business?

Q. 6- State if you know, how long the Plaintiff Company has been selling and manufacturing in Memphis, Tenn.?

Q. 7- State whether or not the Plaintiff Company has any manufactories in Alabama, or keeps any stock of its own for sale in Alabama.

Q. 8- State whether or not the Plaintiff Company has ever kept a stock or stocks of its manufactured goods for sale inthe State of Alabama.

Q. 9- Do you know the nature of business or method of business followed by the Plaintiff Company with customers in Alabama?

Q. 10- Please state that manner or method of business fully.

Q. 11- State whether or not the Plaintiff Company has had any dealings with Willie Boone of Foley, Alabama?

Q. 12- State the nature of those dealings or transactions between the Plaintiff Company and Willie Boone and his sureties.

Q. 13- During the time Mr. Boone was in business, how many Contracts did the Plaintiff Company have with him, and for what years?

Q. 14- With reference to the Contracts prior to the last one mentioned, please state whether or not they are still in force and effect.

Q. 15- With reference to the last Contract or the Contract for the year 1934, explain fully just how this Contract was entered into.

Q. 16- If you have stated that it was sent to you through the mail, please state whether or not anyone representing the Company had any right, power or authority to represent the Company was present when this Contract was signed.

Q. 17- Has this 1934 Contract been changed or modified in any manner since it was received and accepted?

Q. 18- Please produce this 1934 Contract signed by Willie Boone as principal and Victor F. Gaar, J.B. Childress and C. V. Lewis as sureties, and mark it "Exhibit A" over your signature, and attach it to your deposition.

Q. 19- State whether or not Willie Boone purchased any products from the Plaintiff Company under the Contracts?

Q. 20 Please produce the original orders received by the Plaintiff Company from Willie Boone, mark them "Exhibit B" as a whole, over your signature, and attach them to your deposition.

Q. 21- State whether or not any notice was given Willie Boone at the time the goods were sold him.

Q. 22- How were the invoices prepared?

Q. 23- Please produce all the duplicate invoices covering goods sold Willie Boone, mark them "Exhibit C" as a whole over your signature, and attach them to your deposition.

Q. 24- State whether or not Willie Boone has paid the Plaintiff Company in full for the goods sold him.

Q. 25- State if you can, the amount unpaid at the present time.

Q. 26- Please produce an itemiz ed statement or list of all charges for goods sold and shipped by the Plaintiff Company to Willie Boone, also a ll the credits to which he is entitled against these charges, and mark such statement "Exhibit D" and attach it to your deposition.

Q. 27- State whether or not this statement of account is due and correct.

Q. 28- Did Willie Boone ever deny owing this balance to the Plaintiff Company prior to institution of this action?

Q. 29- I will hand you this instrument and ask you to state what it is.

Q. 30- Please mark this Account Stated "Exhibit E" over your signature, and attach it to your deposition.

Q. 31- I will ask you to state whether or not the Plaintiff Company or any authorized agent of the Plaintiff Company prior to or at the time of the execution of the last mentioned Contract with Boone and his sureties ever made any representations or stated that the said Willie Boone was not indebted to the Plaintiff Company in any amount on previous Contracts?

Q. 32- Were any representations made at the time this Contract was entered into by the Company or anyone having any right, power or authority to represent it.

Q. 33- Please state a little more fully, the kind and character of merchandise sold and delivered to Mr. Boone. Answer fully.

Q. 34- With reference especially to the medicines and food products sold and delivered, I will ask you to state whether or not in the manufacture of same, the Company complied with the Federal Pure Food and Drug Laws and the Pure Food and Drug Acts of the various states where they manufacture and sell such merchandise?

Q. 35- Did the Plaintiff Company at any time sell and delivered to Mr. Boone what is commonly known in the trade as drugs and poisons? Explain fully.

Q. 36- Please state whether or not you had any understanding or agreement with Willie Boone as to how he should conduct his business, or dispose of the merchandise he bought from the Plaintiff Company?

Q. 37- Did the Plaintiff Company have any Contract or agreement with Willie Boone or his sureties to the effect that the payments he should make after the Contract was entered into should apply only on the merchandise sold under this last contract. If not, explain fully just how credited was given.

Q. 38 The defendants allege in their answer that they were induced to sign the Contract sued on thru fraud on the part of the Plaintiff, in that at the time the Plaintiff Company represented to the Defendants that Willie Boone was not indebted to the Plaintiff in any sum. I will again ask you to state whether the Plaintiff practiced any fraud on those parties or any of them, or whether any agent of the Plaintiff Company had any right, power or authority to represent them ever made any such statements or representations.

Q. 39- State whether or not the Plaintiff Company ever filed with the Secretary of State a certified copy of its Articles of Incorporation or otherwise complied with the corporation laws of the State of Alabama? If not, why not. Please state fully?

Q. 40- Did the Plaintiff Company have any other Contract or any kind or character with Mr. Boone or his sureties with reference to the amount of merchandise they should sell him, other than the express terms of the Contract?

Q. 41- After entering into the Contract with Willie Boone and his sureties, please state whether or not the Plaintiff Company ever did refuse or neglect to sell and deliver to Willie Boone the goods, wares and merchandise ordered by him. If so, why?

Q. 42- Please state whether or not the Plaintiff Company ever terminated the Contract between itself and Willie Boone and his sureties, and if so, state when and why, and under what conditions it was so terminated.

Q. 43- Has the Plaintiff Company complied with its part of the Contract toward Willie Boone and his sureties?

Q. 44- And is the amount you have stated to be now due in your testimony the correct balance due on the Willie Boone account, after allowing every just credit and set-off to which the account is entitled?

INTERROGATORIES TO BE PROPOUNDED TO MR. GILBERT

Q. 1- State your name, age, residence, and occupation.

Q. 2- How long have you been with The W. T. Rawleigh Company in that capacity?

Q. 3- Are you acquainted with the account of Willie Boone formerly of Foley, Alabama?

Q. 4- State whether or not he owes the Plaintiff Company anything according to their books at this time.

Q. 5- What is the amount?

Q. 6- What is this for, if you know?

Q. 7- I will ask you to look at this itemized statement which Mr. Jackson has introduced and marked "Exhibit D" over his signature. State whether or not you ever saw this statement before.

Q. 8- Is the statement true and correct, and does it show all the debits and credits to which Willie Boone account is entitled and the proper amount now due?

Q. 9- From what did you prepare this itemized statement?

Q. 10- I will now hand you this sheet of paper and ask you to state what it is.

Q. 11- Please mark "Exhibit 1" over your signature and attach it to your deposition.

Q. 12- I will ask you to state whether or not the balance shown on this ledger page of $412.47 is the correct balance due the Plaintiff Company on the Willie Boone account, after allowing every just set-off and credit to which the account is entitled.

W. F. Hawkins,
Attorney for
The W. T. Rawleigh Co.
A Corporation, Plaintiff

Plaintiff.

In Circuit Court of Baldwin

Vs.

Victor F. Gaar, J. B. Childress
and C. V. Lewis, Defendants.

Comes the plaintiff in the above entitled cause and demurs to pleas of set-off and recoupment, being pleas five and six, separately and severally and assign the following grounds, to-wit.;-

First.

The matters and things set up in said pleas five and six are not the subject of set-off or recoupment.

Second.

Because it is not alleged in said pleas that said claim for set-off and recoupment subsisted between the parties at the commencement of the suit, but only prior to the suit and for aught appears said claim might have existed prior to the commencement of the suit, but might have been paid at the time the suit was brought.

Third.

Because said pleas fail to set up or disclose a state of facts such as would entitle the defendants to an action against plaintiff, if they were suing plaintiff.

Fourth.

Because there is shown in said pleas of set off and recoupment no indebtedness due to the principal, Willie Boone, nor to the defendants, the sureties, by the plaintiff at the commencement of the suit.

Fifth.

Because it is shown by the itemized, verified account attached to the complaint that Willie Boone had paid the $479.79 to plaintiff before the commencement of the suit, and the complaint shows that the $412.47, the amount sued for, was for goods bought subsequent to the execution of the contract.

Beebe, Hall & Beebe

COPY OF INTERROGATORIES

Filed Jan 12 1936

[illegible] Clerk

Sixth.

Because it is not shown in said pleas that it was the duty or incumbent on plaintiff to apply payments by Willie Boone, the principal on goods bought subsequently to the making of the contract and not for the payment on the past due accounts.

Seven.

Because it is not shown in said pleas that defendants ever at any time paid plaintiff any money for the indebtedness of Willie Boone, or that defendants, at any time, parted with anything of value to apply on the indebtedness of Willie Boone, the principal.

Eight.

Because the name of the agent of the plaintiff, who is alleged to have falsely and fraudulently represented to the defendants that Willie Boone was not indebted to the plaintiff when they signed the contract, is not alleged, shown or named in said pleas, and plaintiff is not put on inquiry as to the name of said agent of plaintiff.

Ninth.

Because it is not shown in said pleas that defendants had any right of action against plaintiff for $479.79 or any other sum or that they suffered any damage from plaintiff.

10th.

Defendants are estopped from claiming they did not know of any prior indebtedness of principal, Willie Boone, as the contract they signed as surety for Willie Boone, provides for the assumpsion of prior indebtedness of the principal by the sureties, the defendants.

W. H. Hawkins

Attorney for Plaintiff.

RECORDED No. 287 Dud 8-89

The W.T. Rawleigh Co. an Ill. Corp
Plaintiff
to
Victor H. Baar, J. B. Childress and C. V. Lewis Defendants

Demurrers to pleas Five and Six the pleas of Set-off and Recoupment —

Filed July 27th, 1937

Clerk —
No. 287

Filed July 27, 1937
Robert S. Duck,
Clerk

W. H. Wauk[illegible] Atty
for Plaintiff

Interrogatories to be propounded to ~~me~~ J. R. Jackson, H. P. Ousley and . D. Gilbert, whose address is 121 South Liberty Avenue, Freeport, Ill., nd who are material witnesses for plaintiff in the case of The W. T. awleigh Company vs. Victor F. Gaar, J. B. Childress and C. V. Lewis. Plaintiff suggests the name of B. K. Deckler, 121 South Liberty Avenue, reeport, Ill., as a suitable person to act as commissioner to take the epositions of the witnesses in this cause.

W. T. Hawkins

Attorney for Plaintiff.

RECORDED
Dud
(Original) 8-162

THE W. T. RAWLEIGH COMPANY,
a corporation,

Plaintiff,

vs.

VICTOR F. GAAR, ET AL.,

(commissioner)

Filed Jan 12 1936
R S Zych
Clerk

THE W. T. RAWLEIGH COMPANY, an Illinois Corporation, Plaintiff,	)	
Vs.	)	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA.
VICTOR F. GAAR, J. B. CHILDRESS AND C. V. LEWIS, Defendants.	)	

Comes the Plaintiff in the above entitled cause and demurs to amended pleas lettered (a) and (b) and for grounds of demurrer assigns the following, separately and severally:

1. It is not alleged that this plaintiff had any knowledge of the agreement between Willie Boone and these defendants.

2. It is not averred that the plaintiff had any knowledge of or that it participated in the agreement between Willie Boone and these defendants with reference to the delivery of the contract sued on.

3. Because it is not averred that there was any fraud on the part of the plaintiff in the procurement of the guaranty agreement made the basis of this suit.

4. Because it is no where averred or shown that Willie Boone had any authority to bind the plaintiff to the agreement between himself and these defendants.

5. Because this plaintiff is not bound by any agreement or representation made by Willie Boone and the defendants which might have induced the defendants to sign the bond of the said Willie Boone.

6. Because it affirmatively appears from the contract, copy of which is attached to and made a part of the complaint, that the defendants agreed that the contract sued on is conclusive and binding upon them and that any statement or representation made to them by any person as to any matters not fully expressed therein shall not affect the rights of the plaintiff, and the defendants by said plea are seeking to alter the terms and conditions of the contract sued on.

7. Because it affirmatively appears from the contract, copy of which is attached to and made a part of the complaint, that it was agreed by the defendants that there are no conditions or limitations to their undertaking except those written or printed therein at the time of signing same, and the defendants herein are seeking to vary said contract by adding conditions or limitations which are not written or printed therein.

W. H. HAWKINS,
McMILLAN, CAFFEY & McMILLAN,
Attorneys for Plaintiff.

COUNTY, ALABAMA.

****

THE W. T. RAWLEIGH COMPANY,
an Illinois Corporltion,

Plaintiff,

Vs.

VICTOR F. GAAR, J. B.
CHILDRESS AND C. V. LEWISK,
Defendants.

****

PLAINTIFF'S DEMURRERS TO
AMENDED PLEAS (a) and (b).

****

Filed Aug 22, 1939.

R. L. Deck
Clerk.

McMILLAN, CAFFEY & McMILLAN
ATTORNEYS AT LAW
BREWTON, ALA.

287

W. T. RAWLEIGH COMPANY,
a Corporation,

Plaintiff,

vs.

VICTOR F. GAAR, J. B.
CHILDRESS and C. V.
LEWIS,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW. NO. 287

NOTICE OF FILING INTERROGATORIES:

TO: BEEBE, HALL & BEEBE,
Solicitors of Record for Defendants:-

Please take notice that on this, the 12th day of January, 1938, the attorney for the Plaintiff in the above styled cause, has made affidavit that the testimony of J. R. Jackson, H. P. Gusley, and J. D. Gilbert, of 121 South Liberty Avenue, Freeport, Illinois, is material to the Plaintiff's case, and has filed interrogatories to be propounded to said witnesses.

Further, that B. K. DECKLER, 121 South Liberty Avenue, Freeport, Illinois, has been suggested by the Plaintiff as a competent person to act as Commissioner in taking aforesaid testimony.

Clerk of the Circuit Court of
Baldwin County, Alabama.

Original

Bule Veale
Dept of Bule
RECORDED
8-166

W. T. RAWLEIGH COMPANY,
a Corporation,
Plaintiff,

vs.

VICTOR F. GAAR, ET AL.,
Defendants.

NOTICE OF FILING INTERROGATORIES:

Issued this the 12th day of January, 1938.

Clerk.

Executed Jan 13 1938
by serving copy of within Summons and Complaint on suit on
Bule Veale
Bule Veale
Bule
W. H. Nelson Sheriff
By R. K. Parker Deputy Sheriff

W. T. RAWLEIGH COMPANY,
a corporation,
Plaintiff,
vs.
VICTOR F. GAAR, ET AL.,
Defendants.

NOTICE OF FILING INTERROGATORIES

To: HEBER & HAH
HEBER & HAH
Attorneys,
Freeport, Illinois.

Please take notice that we have filed in the above entitled cause, a copy of interrogatories to be propounded to said defendants, a certified copy of which is served herewith.

Dated at Freeport, Illinois, this 12th day of January, A.D. 1938.

Victor F. Gaar
Victor F. Gaar, Defendant,
Vasquez & Vasquez
Attorneys for Defendants.

Filed in the Circuit Court of Stephenson County, Illinois.

ne W. F. Rawleigh Company,
an Illinois Corporation,
Plaintiff. Vs. Victor F. Gaar, J. B. Childress and C. V. Lewis, Defendants.

~~xxVs.~~

Complaint.

The Plaintiff claims of the defendants, Victor F. Gaar, J. B. Childress and C. V. Lewis, the sum of Four Hundred and Twelve & 47/100 ($412.47) Dollars, balance due on that certain contract between plaintiff and one Willie Boone on to-wit:- January 2, 1934 and signed as sureties on the same date by defendants, ~~xxxxxxxxx~~ Victor F. Gaar, J. B. Childress and . V. Lewis.

That the said Willie Boone, the principal did not pay all he owed plaintiff nd on to-wit:- January 6, 1934, the said Willie Boone signed a stated ccount, stating that he owed on December 31, 1933 the sum of $479.79. at since said time of making said stated account on to-wit:- October 16, 1934 there was a balance due plaintiff of $412.47, which sum with he interest thereon from October 16, 1934 is still due and unpaid.

Plaintiff further avers that in said contract, defendants agreed to pay aintiff for any and all goods, wares and merchandise sold said Willie one under the above and foregoing contract, and to pay any and all prior ndebtedness of the said Willie Boone to plaintiff by virtue of any prior ntract as shown by the books of plaintiff, at the time of the acceptance f this contract. That the above defendants jointly and severally agreed said contract, that any statements made by the buyer(Willie Boone) as the amount of the indebtedness due at any time shall be binding on them. Plaintiff further avers that the said amount of $412.47 with interest from tober 16, 1934 is still due and unpaid, which said amount the defendants greed in said contract to pay.

aintiff attaches copy of contract, copy of the account stated, and also les in said cause itemized, verified account. + Makes same part of the Complaint.

W. T. Hawkins

Attorney for Plaintiff.

Filed this 22 day July 36

R. S. Leick

Clerk-Register

Form S-1649b

CONTRACT

COPY

1934 Renewal Form

(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 under this Contract, also promises and agrees to pay any balance due Seller at the date of the acceptance of this Renewal Contract for Products previously sold Buyer under any and all former Contracts, 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, 1934; it being agreed that another 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 upon Sellers 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 Jan 2 193 4

Buyer Sign Here Willie Boone (Seal)

P. O. Address Box 342, Foley Ala.

For and in consideration of The W. T. Rawleigh Company accepting the above Contract, and/or in consideration of the above named Seller extending further credit to the said Buyer, we, the undersigned, do hereby jointly and severally enter ourselves as sureties, and unconditionally promise, guarantee and agree to pay said Seller for any and all goods, wares and merchandise sold said Buyer under the above and foregoing Contract, hereby expressly consenting and agreeing to all the terms, conditions, and provisions thereof; and we also specifically promise and agree to assume and pay any and all prior indebtedness that may be due and owing said Seller on the date of the acceptance of this Contract, as shown by Seller's books, for any and all goods, wares and merchandise previously sold to said Buyer under and by virtue of any and all prior Contracts or agreements; hereby binding our heirs, executors, administrators or 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 seal in testimony hereof.

(Sureties' Names)		(Occupations)	(P. O. Addresses)
Victor F. Gaar	(Seal)	Merchant	Foley, Ala.
J.B.Childress	(Seal)	Meat Market	Foley, Ala.
C. V. Lewis	(Seal)	Farmer	Elberta, Ala.
	(Seal)		

THE 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.

d in USA-6-33-2800-48426-ard-mn

1934 Renewal Contract

Contract With

Name Willie Boone, Ala.

Received 12-11-33

Investigated 12-11-33

Approved by LRB

Copy mailed Jan 4 1934

INSTRUCTIONS: This affidavit is to be signed by an officer and authorized agent of the Company before a Notary Public, for the purpose of attaching to Itemized Statements.

STATE OF ILLINOIS
STEPHENSON COUNTY } SS

Form L-3002

AFFIDAVIT

J. R. Jackson, being duly sworn on oath states that he is the Secretary, 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 Willie Boone, Alabama for the sum of Thirty Hundred Seventy-Three & 80/100--($ 3073.80) Dollars, showing credits aggregating the sum of Twenty-Six Hundred Sixty-One & 33/100 ($ 2661.33) Dollars, and showing a balance due of Four Hundred Twelve Dollars and Forty-Seven Cents ($ 412.47) 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.

J. R. Jackson
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 this the 10th day of June, 1936.

B. K. Deckler
Notary Public in and for Stephenson County, State of Illinois.

My commission expires June 23-1938

Printed in USA-12-33-4m-49483-ard-no

Form A-2663

ITEMIZED STATEMENT

THE W. T. RAWLEIGH COMPANY

6/5/36

Willie Boone

Ala.

DEBITS

1930		
Oct 3		167.50
6	DM	2.50
6	DM	1.00
16		6.40
20		4.00
20		66.60
24		92.10
Nov 6		4.42
14		39.40
Dec 1		80.07
8		61.50
8		3.28
17		1.40
1931		
Jan 5		25.95
13		.52
13		.52
14		45.45
16		12.95
21		44.00
Feb 5		25.60
Feb 18		9.00
18		29.40
21		3.80
Mar 5		26.05
18		2.40
18		21.35
24		15.78
Apr 8		8.40
8		26.95
24		27.30
May 1		33.70
8		25.20
21		18.35
25		58.65
Jun 16		73.30
24		49.60
Jul 9		39.85
9		10.20
16		18.65
Jul 29		56.60
Aug 4		5.00
13		22.95
Sep 1		59.67
5		10.30
10		3.00
12		7.41
23		12.90
23		44.65
Oct 20		20.75
20		13.95
20		12.60
27		4.00
Nov 13		27.88
13		11.80
13		12.00
Dec 1		34.65
10		18.80
15		6.60
14		1.77
1932		
Jan 6		41.50
6		6.90
6		14.17
20		12.35
22		.83
Feb 5		1.83
5		1.70
25		21.35
25		8.00
25		43.41
Mar 11		25.20
25		8.40
25		21.10
31		27.93
Apr 4		10.64
14		46.75
May 5		12.85
12		20.40
20		27.88

CREDITS

1930		
Oct 22		14.70
29		5.00
24	CM	.30
Nov 5		8.00
14		6.00
18		12.00
26		20.00
Dec 2		25.00
10		28.00
16		24.00
30		26.00
1931		
Jan 7		27.00
14		18.00
21		21.00
29		9.00
Feb 5		20.00
12		20.00
18		16.00
26		19.00
28	CM	12.95
Mar 5		15.00
10		10.00
18		23.00
24		23.00
Apr 1		7.00
7		10.00
15		30.00
22		24.00
29		12.00
May 7		10.00
13		16.00
20		32.00
26		38.00
Jun 2		55.00
10		19.00
16		40.00
24		45.00
Jul 2		46.00
9		24.00
16		17.00
22		17.00
Jul 28		40.00
Aug 4		28.00
11		20.00
19		25.00
25		30.00
24	Ret.Gds	6.09
Sep 1		25.00
9		16.00
16		17.00
22		24.00
29		17.00
Oct 8		16.00
14		12.00
20		20.00
28		16.00
Nov 4		20.00
12		10.00
25		13.00
Dec 1		17.00
9		15.00
15		25.00
23		15.00
Dec 30		23.00
1932		
Jan 12		17.00
21		15.00
28		9.00
Feb 4		8.00
10		5.00
5	Ret Gds	14.17
18		9.00
25		8.00
Mar 3		14.00
9		5.00
19		10.00
24		5.00
30		5.00
Apr 7		8.00

Printed in USA-1-35-5m-51388-jdg-no

ITEMIZED STATEMENT

THE W. T. RAWLEIGH COMPANY

9/4/35

Willie Boone

Ala.

DEBITS		CREDITS
	Jan 26	10.00
	Feb 3	6.00
	10	8.00
	16	15.00
	23	8.00
	Mar 3	10.00
	14	5.00
	17	9.00
	24	10.00
	31	10.00
	Apr 23	6.00
	May 4	5.00
	12	5.00
	19	10.00
	23	10.00
	28	20.00
	Jun 2	15.00
	11	12.00
	16	16.00
	Jul 12	2.00
	Aug 27	20.00
	31	25.00
	Oct 16 Gds Ret	20.12
		2661.33*
		*
		*

3073.80
2661.33

412.47 due

Printed in USA-1-35-5m-51388-jdg-no

Form A-2663

ITEMIZED STATEMENT

THE W. T. RAWLEIGH COMPANY

9/4/35

Willie Boone

Ala.

DEBITS			CREDITS		
June	9	34.45	Apr	13	18.00
	10	1.40		21	5.00
Jul	7	28.06		28	8.00
	28	37.28	May	5	10.00
Aug	25	24.77		11	9.00
Sep	19	3.32		19	16.00
	30	30.46		26	5.00
	30	2.20	Jun	2	28.00
	30	6.30		9	23.00
Oct	13	2.70		15	29.00
	21	34.46		23	12.00
	28	9.20		30	27.00
Nov	7	32.18	Jul	7	15.00
	25	45.96		14	22.00
Dec	14	5.00		20	24.00
	29	44.05		28	16.00
			Aug	4	10.00
1933				17	23.00
Jan	13	22.58		25	6.00
	13	36.24	Sep	1	10.00
Feb	4	1.55		9	7.00
	11	.67		15	9.00
	17	34.39		22	8.00
	17	20.66		30	10.00
Mar	17	5.10	Oct	14	5.00
	17	22.61		20	7.00
	17	9.18		28	10.00
	17	24.56	Nov	4	7.00
Apr	5	38.45		19	6.00
	12	11.11		25	17.00
May	8	37.92	Dec	1	5.00
	18	37.48		8	10.00
	23	20.80		15	12.00
Jun	9	33.41		22	6.00
	17	2.14		30	7.00
	23	36.51			
	23	17.40	1933		
	23	6.40	Jan	3	8.00
Jul	28	27.52		12	9.00
Aug	10	6.15		19	5.00
	21	14.40		26	6.00
Oct	17	8.00	Feb	3	7.00
	28	4.05		10	7.00
	28	26.20		17	7.00
	28	60.58		24	9.00
Nov	28	.49	Mar	2	9.00
Dec	16	23.10		17	5.00
				25	10.00
1934			Apr	1	8.00
Jan	6	46.28		7	9.00
	27	29.57		13	7.00
Mar	3	24.00		22	6.00
	26	23.24		28	7.00
	26	10.22	May	6	10.00
Apr	24	13.00		12	8.00
May	29	50.45		18	20.00
Jun	8	19.65		26	20.00
Jul	12	2.39	Jun	2	20.00
				9	25.00
		3073.80 *		16	25.00
		*		23	25.00
		*	Jun	30	15.00
			Jul	7	8.00
				21	15.00
				29	10.00
			Aug	4	25.00
				11	15.00
				19	15.00
				26	10.00
			Sep	2	10.00
				9	10.00
				22	5.00
			Oct	2	5.00
				7	5.00
				14	8.00
				20	8.00
				27	8.00
			Nov	16	7.00
				18	12.00
				27	8.00
			Dec	15	25.00
				22	10.00
			1934		
			Jan	2	5.00
				4	10.00
				13	9.00
				22	5.00

Printed in USA-1-35-5m-51388-jdg-no

SUMMONS AND COMPLAINT

MOORE PRINTING CO., BAY MINETTE, ALA.

THE STATE OF ALABAMA, Baldwin County. } No. _____ CIRCUIT COURT

July 22, 1938. 193

To Any Sheriff of the State of Alabama:

You are hereby commanded to summon Victor F. Gaar, Foley, Ala., J. B. Childress, Foley, Alabama and C. V. Lewis, Elberta, Ala.

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 them as Defendants by

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

Plaintiff

Witness my hand this 22nd day of July 193 6.

Robert L. Duck Clerk.

COMPLAINT

Plaintiff versus

The Plaintiff claims of the Defendant

Dollars, due by

Plaintiff's Attorney.

Original

No. 7

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

The W.T. Rawleigh Co
an Ill. Corp
PLAINTIFF

vs.

Victor T. Gaar J.B. Childress
C.V. Lewis

DEFENDANTS

Summons and Complaint

Filed, July 22 1936
Robert D. Duck, Clerk.

Defendant Lives at
Foley & Elberta
$13.00 deposited for
costs
W.T. Hawkins
Plaintiff's Attorney.

Defendant's Attorney

MOORE PRINTING CO., BAY MINETTE, ALA.

RECORDED
Duck
7-527

RECEIVED IN OFFICE
July 23rd, 1936
M.W. Elkins, Sheriff

I have executed this Writ
this July 23rd, 1936
by leaving a copy of the within Summons and Complaint with
J.B. Childress
C.V. Lewis and
Victor Gaar

M.W. Elkins, Sheriff.
Lonnie Bryant, Deputy Sheriff.

THE W. T. RAWLEIGH COMPANY, A CORPORATION, PLAINTIFF,	)	IN THE CIRCUIT COURT OF
VS. NO. 287.	)	BALDWIN COUNTY, ALABAMA.
VICTOR F. GAAR, ET ALS, DEFENDANTS.	)	

TO MESSRS. BEEBE, HALL & BEEBE, Attorneys of Record:

You are hereby notified that interrogatories have this day been filed in the office of the clerk for the above named court to L. R. Brown and J. V. Durham, the particular address of each of whom is Care of W. T. Rawleigh Company, Memphis, Tennessee, and W. L. Owen whose particular address is Sterick Building, Memphis Tennessee, witnesses for the Plaintiff in the above stated cause. A copy of said interrogatories will be furnished upon application to the Clerk and you can file cross-interrogatories, if you think proper, within ten days after the service of this notice, at the expiration of which time a commission will issue to Mrs. Elizabeth S. Rutland, a Notary Public, whose address is Sterick Building, Memphis, Tennessee, the proposed commissioner, to take the depostion of said witnesses. The witnesses reside as above stated. Done this 25th day of November, 1939.

R S Duck
Circuit Clerk,
Baldwin County, Alabama.
By M E Smith, Deputy

Received for Office 11-25-37

W J Raleigh Co
a corp
vs.
Garr

Executed 11-25th, 1939
by serving copy of within
on H M Hall atty
as member of firm of
Burke Hale & Beeler
C R Stivers Sheriff
By ..... Deputy Sheriff

State of Alabama,

Baldwin County.

Personally appeared before me, R. S. Duck, Clerk of the Circuit Court, M. H. Hawkins, who having been duly sworn doth depose and say:-

That he is attorney of record for plaintiff in that cause now pending in the Circuit Court of Baldwin County, Alabama, wherein The W. T. Rawleigh Company, a Corporation is plaintiff and Victor F. Gear, J. B. Childress and C. V. Lewis are defendants.

That J. R. Jackson, H. P. ~~[illegible]~~ Ousley and J. D. Gilbert of 121 South Liberty Avenue, Freeport, Illinois, are non residents of the State of Alabama and are material witnesses for plaintiff in the above cause.

M. H. Hawkins

Attorney for plaintiff.

Sworn to and subscribed before me this the 12th. day of January 1938.

_____

COPY

Filed Jan 12 1936
R S Lynch
Clerk

State of Alabama,

Baldwin County.

Personally appeared before me, R. S. Duck, Clerk of the Circuit Court, W. H. Hawkins, who having been duly sworn doth depose and say:-

That he is attorney of record for plaintiff in that cause now pending in the Circuit Court of Baldwin County, Alabama, wherein The W. T. Rawleigh Company, a Corporation is plaintiff and Victor F. Gaar, J. B. Childress and C. V. Lewis are defendants.

That J. R. Jackson, H. P. ~~Qusixx~~ Ousley and J. D. Gilbert of 121 South Liberty Avenue, Freeport, Illinois, are non residents of the State of Alabama and are material witnesses for plaintiff in the above cause.

W. H. Hawkins

Attorney for plaintiff.

Sworn to and subscribed before me this the 12th. day of January 1938.

R S Duck

Deed

RECORDED 8-169

AFFIDAVIT.

Filed Jan 12 1938
R S Lucy
Clerk

ORGANIZED 1829

THE

FRANKLIN FIRE INSURANCE CO.

OF PHILADELPHIA

Dear Sheriff,

This man is in the Penitentiary for Mfg. whiskey.

Yours truly,

J.D. Mitchell

J.D.Mitchell, Sheriff
Cullman Co, Ala.

FIRE — MARINE — WINDSTORM — AUTOMOBILE

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

Moore Printing Co. Bay Minette, Ala.

S. D. Page No. _____

Case No. 287

CIRCUIT COURT

Spring Term, 1940

THE STATE OF ALABAMA, Baldwin County.

TO ANY SHERIFF OF THE STATE OF ALABAMA--GREETINGS:

YOU ARE HEREBY COMMANDED TO SUMMON Willie Boone

if to be found in your County, at the instance of the defendants to be and appear before the honorable, the Judge of the Circuit Court of Baldwin County, at the Court House thereof, by 8:30 o'clock of the forenoon, on the 9 day of April 1940, and from day to day and term to term of said Court until discharged by law, then and there to testify, and the truth to say, in a certain suit Pendleton Co. Plaintiff and Victor Gear et al Defendant.

NOTICE: If the above balance is correct, please sign the following account stated and return immediately. 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 6 19 34

Dear Sirs:

I have examined the December Statement of Account and find the balance of $ 479.79 to be the correct balance due the Company at the close of business Dec. 31, 1933, which balance I agree to pay according to the terms of my Contract.

Customer Sign Here (SIGNED) Willie Boone

and Return to Company

P. O. Foley

County Baldwin State Ala.