

358

J. R. WATKINS COMPANY, a
Corporation,

Plaintiff,

VS.

SEBORN S. BAGGETT, J. W.
BAGGETT and MARTHA J.
BAGGETT,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

And now come the Defendants and for answer to the Plaintiff's
complaint and to each count thereof, separately and severally, say:

1. That the facts therein stated are untrue.
2. That the Defendants, separately and severally, for answer to
the complaint, say that the agreement upon which the action was founded was
not executed by them, or by any one authorized to bind them in the premises;
and they each, separately and severally, make oath that this plea is true.

Seborn S. Baggett
J. W. Baggett
Martina J. Baggett

Sworn to and subscribed before
me this 14th day of June,
1937.

W. B. Jones
Notary Public, Baldwin County,
Alabama.

3. That there was no consideration for the execution of the agree-
ment by the Defendants.
4. 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
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 Sec-
retary of State a certified copy of its Articles of Incorporation and an in-
strument 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.

5. 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 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 therein.

6. 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.

7. 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 Calvin Zander Long, to be retailed by him, contrary to law, drugs or medicines or chemicals or poison.

8. 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 Calvin Zander Long, an itinerant vender, to be exposed or offered for sale, at retail, drugs or medicines or chemicals or poisons, contrary to law.

9. 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 Calvin Zander Long drugs or medicines or chemicals or poisons, to be sold by him at retail, contrary to law.

10. The Plaintiff ought not to recover of the Defendants, because the contract sued on is absolutely void as against public policy.

11. 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 Calvin Zander Long, drugs or medicines or chemicals or poisons, contrary to law.

Bebe & Bebe
Attorneys for Defendants.

Defendants demand a trial by Jury.

Bebe & Bebe
Attorneys for Defendants.

the time the contract was entered into and while in force, 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 therein.

6. 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.

7. 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 Calvin Zander Long, to be retailed by him, contrary to law, drugs or medicines or chemicals or poison.

8. 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 Calvin Zander Long, an instrument tender, to be imposed or offered for sale, at retail, drugs or medicines or chemicals or poisons, contrary to law.

9. 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 Calvin Zander Long drugs or medicines or chemicals or poisons, to be sold by him at retail, contrary to law.

10. The Plaintiff ought not to recover of the Defendants, because the contract sued on is absolutely void as against public policy.

11. 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 Calvin Zander Long, drugs or medicines or chemicals or poisons, contrary to law.

Attorneys for Defendants.

Defendants demand a trial by jury.

Attorneys for Defendants.

RECORDED

ANSWER:

J. B. WATKINS COMPANY, a
Corporation,

Plaintiff,

vs.

SEBORN S. BAGGETT, J. W.
BAGGETT and MARTHA J.
BAGGETT,

Defendants.

IN THE CIRCUIT COURT OF

BALDYHN COUNTY, ALABAMA.

Filed June 19, 1937
R. S. Duch, Register

STATE OF ALABAMA, |
 :
COUNTY OF BALDWIN. |

TO ANY SHERIFF OF THE STATE OF ALABAMA...GREETING:

You are hereby commanded to summon Seborn S. Baggette, J. W. Baggett and Martha J. Baggett, to appear before the Circuit Court of said County, at the place of holding the same, within thirty days from the service of this writ, then and there to answer the complaint of THE J. R. WATKINS COMPANY, a Corporation, hereto attached.

WITNESS my hand this the 24 day of May,
1937.

As Duck (CLERK)

THE J. R. WATKINS COMPANY,
a Corporation,

Plaintiff,

vs.

SEBORN S. BAGGETTE, J. W.
BAGGETT and MARTHA J.
BAGGETT,

Defendants. |

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

COUNT ONE: Plaintiff claims of the Defendants the sum of Four Hundred Seven Dollars (\$407.00), due from them by account on, to-wit, the 2nd day of November, 1934, which sum of money, with the interest thereon, is still due and unpaid.

COUNT TWO: Plaintiff claims of the Defendants the sum of Four Hundred Seven Dollars (\$407.00), with interest thereon from the 2nd day of November, 1934, as damages for the breach of an agreement entered into between the Plaintiff and the Defendants on, to-wit, the 11th day of September, 1933, a copy of which is attached hereto and made a part hereof, as fully as if set out herein. Plaintiff avers that in and by the terms of said contract the Defendants for a valuable consideration guaranteed the payment of said sum of money which sum became due from Calvin Zander Long to the Plaintiff on, to-wit, the 2nd day of November, 1934. Plaintiff avers that it has carried out and performed all the conditions of the contract as pertaining to it, and Plaintiff further avers that there is now due

and unpaid from the said Defendants and each of them the sum of Four Hundred Seven Dollars (\$407.00), with interest thereon from the 2nd day of November, 1934.

COUNT THREE: Plaintiff claims of the Defendants Four Hundred Seven Dollars (\$407.00), damages for the breach of a contract entered into between the Plaintiff and the Defendants on, to-wit, the 11th day of September, 1933, a copy of which is attached hereto and made a part hereof the same as if fully set forth in detail herein. Plaintiff avers that by reason of said agreement the Defendants promised and agreed to pay to the Plaintiff during the term of said agreement any sum for which Calvin Zander Long might become liable to the Plaintiff for the payment of goods, other articles and prepaid transportation charges thereon, by virtue of a contract between said Calvin Zander Long and the Plaintiff in consideration of the Plaintiff extending credit to said Calvin Zander Long. That the Plaintiff, after the execution and delivery of the agreement aforesaid, and relying on the promises and agreements of the Defendants and each of them therein contained, duly performed the conditions in said agreement, and in the performance thereof sold and delivered to the said Calvin Zander Long upon his order and request its products, goods and merchandise. That the said sum of Four Hundred Seven Dollars (\$407.00), with interest thereon, has not been paid or any part thereof, although the same is past due and payment thereof has been duly demanded of Calvin Zander Long, principal, and the Defendants in this cause.

W. H. Rogers and Albert J. Gentry
ATTORNEYS FOR PLAINTIFF

Defendants' address:
Bay Minette, Alabama.

THIS AGREEMENT, Made at Winona, Minnesota, this 11th day of September, 1935, between THE J. R. WATKINS COMPANY, a corporation, hereinafter called "the Company," and

Calvin Zander Long of Bay Minette, Alabama hereinafter called "the Purchaser," witnesseth,

1. That in consideration of the promises and Agreements of the Purchaser hereinafter contained, to be kept and performed by him, the Company agrees, unless prevented by fire, strikes, or other cause, to sell and deliver to the Purchaser, at its current wholesale prices, free on board cars at Winona, Minnesota, or at its option, at any of its other regular places of shipment, such goods and other articles manufactured or sold by it, as the Purchaser may reasonably require for sale, from the date hereof, until the first day of April, 1935, in the locality in which he is now engaged, or intends to engage, in business, a description of which locality he agrees to furnish and deliver to the Company in writing prior to its acceptance of this agreement; but the furnishing of such description may be waived by the Company at its election, without notice to the Purchaser or the sureties hereon.

2. And in consideration thereof, the Purchaser agrees to buy from the Company the goods reasonably required by him as aforesaid; and agrees to furnish to it complete, regular, weekly, written reports, showing separately the amounts of his cash sales, time sales, and collections; which reports, however, or any of them, may be waived by the Company without notice to the sureties hereon, and he also agrees to furnish a complete financial statement when requested to do so.

3. The Purchaser further agrees to pay the Company its current wholesale prices for the goods and other articles sold to him, as herein provided, and also the prepaid transportation charges thereon, if any, by remitting to the Company each week at least sixty per cent (60%) of the amount received by him from his cash sales, and from his collections on sales previously made, at the time and in the manner and in accordance with the provisions of the weekly report blanks of the Company to be furnished to him; and, at the expiration or termination of this Agreement, to pay the whole amount therefor then remaining unpaid; or the Purchaser may pay for such goods in cash, less the usual cash discount allowed for such payments; but such payments, or any of them, may be waived or extended by the Company without notice to the sureties hereon, and without prejudice to the rights or interests of the Company.

4. If the Purchaser shall not pay cash for said goods and other articles so sold and delivered to him, and the payments at the time and in the manner hereinbefore provided are insufficient to pay therefor, the Company may, in its discretion, thereafter either limit the sales herein agreed to be made, or from time to time suspend the same, or require cash with each order, or cash upon delivery, until the Purchaser's indebtedness is paid, or reduced, as the Company may require.

5. The Purchaser may, within thirty days after the expiration or termination of this Agreement, return, by prepaid freight, to the Company, at Winona, Minnesota, Memphis, Tennessee, Newark, New Jersey, or Oakland, California, in as good condition as when delivered to him at point of shipment, any goods purchased by him from the Company, which he may then have on hand; and the Company agrees to repurchase such goods, if in such condition when received by it, and pay or credit the Purchaser therefor at the then prevailing wholesale prices. And, if any goods returned by the Purchaser are not in a salable condition when received by the Company at any of the places above named, the Company will restore them to such condition, if that can reasonably be done, and make a reasonable charge therefor, and deduct such charge from the value of such goods, and pay or credit the Purchaser with the balance. But the Purchaser shall not return, nor the Company pay or allow any credit for, any advertising matter of any kind, or for any goods or articles which have been used, or for any goods which cannot reasonably be restored to a salable condition.

6. The Purchaser shall have no power or authority to make any statement or representation, or to incur any debt, obligation, or liability of any kind whatsoever, in the name of, or for, or on account of the Company.

7. The Company shall have no interest in the accounts due for goods sold by the Purchaser; and no printed, advertising or other matter of the Company, sent to, or distributed by the Purchaser, shall be construed to direct or control the sale or other disposition of said goods; or to change or modify the terms of this Agreement.

8. It is also mutually agreed that this is the complete, entire and only Agreement between the parties, and that it shall not be varied, changed, or modified in any respect except in writing executed by the parties hereto; and that either of the parties hereto may terminate this Agreement at any time, if desired, by giving the other party notice thereof in writing by mail.

IN WITNESS WHEREOF, The Company has caused these presents to be executed in its corporate name by its proper officer, and the Purchaser has hereunto set his hand the day and year first above written.

THE J. R. WATKINS COMPANY

D. C. Alexander

By

V. President.

Purchaser sign here WITH INK Calvin Zander Long
FULL NAME—NOT INITIALS

In consideration of the execution of the foregoing Agreement by The J. R. Watkins Company, which we have read, or heard read, and hereby agree and assent to, and its promise to sell, and the sale and delivery by it, to the Purchaser, as vendee, of goods and other articles, as therein provided, we, the undersigned sureties, do hereby waive notice of the acceptance of this Agreement, notice of default or of nonpayment, and waive action required, upon notice, by any statute, against the Purchaser; and we jointly, severally and unconditionally promise, agree and guarantee to pay for said goods and other articles, and the prepaid transportation charges thereon, at the time and place, and in the manner in said Agreement provided. And we further severally agree that, in case of the death of one or more of us, the undersigned sureties, before the expiration or termination of this Agreement, the liability of the surviving surety, or sureties, shall continue until notice of the death of the deceased surety, or sureties, is given to the Company, at Winona, Minnesota, by registered mail.

WITNESSES SIGN HERE (WITH INK)

SURETIES SIGN HERE (WITH INK)

Do not sign as witness unless you see surety sign, or he informs you personally that the signature is his and that he himself wrote it.

Witness to signature of Surety

Surety Seborn S. Baggett

Name Edw. C. White

Address Bay Minette, Ala.

Address Bay Minette

Occupation Nave Store

Witness to signature of Surety

Surety his
J. W. X Baggett
mark

Name Edw. C. White

Address Bay Minette, Ala.

Address Bay Minette

Occupation Farming

Witness to signature of Surety

Surety Martha J. Baggett

Name Edw. C. Shite

Address Bay Minette Ala.

Address Bay Minette

Occupation Farming

RECORDED

193
ing copy of within Summons and
nt on

Seborn S. Baggett 5-27-37
J. W. Baggett 5-31-37
Martha J. Baggett 5-31-37

M. H. Milken Sheriff
C. N. Anderson Deputy Sheriff

J B Walker Co
W

Seborn S Baggett
et al

Filed May 24 1937
R. D. Rich
Clerk

M. F. DOZIER
LAWYER
MERCHANTS NATIONAL BANK BUILDING
MOBILE, ALABAMA

THE STATE OF ALABAMA, } No. 358. CIRCUIT COURT
 Baldwin County }
 Sept., Term, 1942

To Any Sheriff of the State of Alabama, Greeting:

You are hereby commanded, That of the goods and chattels, lands and tenements of
The J R Watkins. Co a Corp. Plaintiff in the suit,
 you cause to be made the sum of 16 30. Dollars,
 costs of suit, created by said Plaintiff, for that, whereas, on the 28th day of
Sept. 1942, the said Plaintiff Case Dismissed recovered by the Judgment of the said Circuit Court
 of said County, against Seborn S Baggett. et al.
 Defendant

to the suit, the sum of ~~XXXX.30X~~ X X X Dollars,
 besides Sixteen and 30/100. Dollars, costs of suit;

upon which ~~XXXXX~~ an Execution has been issued and returned by the Sheriff (No property found?)

AND HAVE YOU THAT MONEY ready to render to _____
 Clerk of said Court, and make return with this Writ and the Execution thereof, according to law.

Witness my hand this 23 day of Dec. 1942

R. D. Duck Clerk

CLERK'S FEES	\$	Cts	SHERIFF'S FEES	\$	Cts
For every Summons and complaint.....	\$1.25	1 25	For Levying an Attachment.....	\$3.00	
Each copy thereof.....	30	90	Entering and Returning Attachment.....	25	
Entering a Sheriff's Return.....	20	20	Summoning Garnishee.....	1.50	
Docketing.....	25	25	Serving Summons on Writ W. 3.....	1.50	4 50
Entering Apperance.....	20	40	Serving Notice Sci. Fa. Notice, etc.....	65	
Filing.....	10	30	Serving..... Subpoenas.....	65	
Every Order made in Court.....	30	30	Empanelling Jury.....	75	
Copy thereof.....	25		Entering and Returning Execution.....	25	
Every Trial with or without Jury.....	75		Collecting Costs Execution.....	\$ 1.50	1 50.
Entering up Judgment or copy threof..	30		Executing a Writ of Pessionion.....	2.50	
Issuing Execution.....	50	50	Taking and Approving Bonds.....	1.00	
Docketing Execution.....	25		Commissions.....		
Entering Return on Execution.....	20	20	Sheriff's Commission for Property		
Issuing Subpoenas.....	30		Sold Under Attachment.....		
Administering Oath.....	25		Seizing Personal Property on Writ		
Issuing Each Attachment Taking Bond	1.00		of Detinue.....	3.00	6 00
Filing Attachment.....	10				
Each Summons for Garnishee.....	50		RECAPITULATION		
Each copy.....	50		Clerk's Fees.....		7 30.
Notice to Deft. in Garnishee on Sum-			Sheriff's Fees.....		6 00
mons and Copy, per 100 words.....	20		Justice's Fees.....		
Commissions to take Depositions or			Witness Fees in Justice of Peace Court		
copy.....	75		Constable's Fees.....		
Order to Execute Writ of Inquiry.....	30		Commissioner's Fees.....		
Copy of Interrogators, 15c per hundred			Printer's Fees.....		
words or.....	50		Witness Fees in Circuit Court.....		
Filing each Deposition and endorsing			Former Clerk's Fees.....		
same.....	20		Stenographer's Fees.....	5.00	
Final Record, per hundred words.....	15	3 00	Trial Tax.....	3.00	3 00
Every Certificate.....	50				
Taking Bond not otherwise provided					
for.....	75				
Witness Certificate.....	25				
Continuance.....	10				
Certificate of Judgment.....	50				
Order of Publication.....	1.00				
		7 30			16 30.

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT

The J R Watkins. Co.,

Plaintiff...

vs.

Saeborn S Baggett. et al.

Defendant ...

Civil Execution for Costs
Against Plaintiff

Costs - - - - - \$16.30.....

Civil Fee Book ~~XXXX~~ ^{XXXX} ~~Page~~ ^{Page}.....

Execution Docket..... Page.....

Filed Dec. 28th, 1942

Clerk.

M F Dozier.

Plaintiff's Attorney

Beebe & Hall.:/

Defendant's Attorney

Received in Sheriff's Office

this 23 day of Dec, 1942

W. R. STUART, Sheriff

COLLECTION COSTS FROM

The State of Alabama, }
BALDWIN COUNTY

I hereby certify that the within.....
and costs in this case are correct, and there
waswaiver of exemption as to personal
property under the Constitution and Laws of
Alabama.

This day of 194

Clerk.

Received in office

194

Sheriff

Sheriff's Execution Docket, Page

Sheriff's Fee Book, Page

*Returned No property of the
J.R. Watkins Co, the Plaintiff
found in my County.
This 1st day of March 1943
W.R. Stuart, Sheriff
By [Signature]*

Sheriff

THE STATE OF ALABAMA,
Baldwin County.

By virtue of the within execution, I have at

o'clock, M, this day of 194 levied

M. F. DOZIER
ATTORNEY AT LAW

513-516 MERCHANTS NATIONAL BANK BUILDING
MOBILE, ALA.

May 22, 1937

Mr. Robert S. Duck, Clerk,
Baldwin County,
Bay Minette, Alabama.

Re: J. R. Watkins Company
vs. Seborn S. Baggett,
J. W. Baggett, and
Martha J. Baggett

Dear Sir:

We are enclosing herewith complaint and summons in the above styled case. We shall thank you to file same, and place in the hands of the Sheriff for service. We acknowledge ourselves security for the court cost.

Very truly yours,


M. F. DOZIER

D/BTM
Enc.