STATE OF ALABAMA, COUNTY OF BALDWIN. I

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

You are hereby commanded to summon BEEBE & HALL, a partnership composed of W. C. BEEBE and H. M. HALL, and W. C. BEEBE and H. M. HALL, individually, 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 AMERICAN LAW BOOK COMPANY, a Corporation, hereto attached.

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WITNESS my hand this the 25 day of Mi

1937.

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THE AMERICAN LAW BOOK COMPANY, a Corporation,

Plaintiff,

IN THE CIRCUIT COURT OF

VS.

BALDWIN COUNTY, ALABAMA.

BEEBE & HALL, a partnership composed of W. C. BEEBE and H. M. HALL, and W. C. BEEBE and H. M. HALL, individually,

Defendants.

COUNT ONE: Plaintiff claims of the Defendants Three Hundred Forty and 28/100 (\$340.28) Dollars, under a contract entered into between Plaintiff and Defendants, a copy of which is attached to the original of this complaint and made a part hereof, as fully as if set out herein, the terms of which it has complied with, and which amount is due and unpaid.

COUNT TWO: Plaintiff claims of the Defendants the sum of Two Hundred Two and 50/100 (\$202.50) Dollars, with interest thereon, under the terms of a contract entered into between Plaintiff and Defendants, a copy of which is attached to the original of this complaint and made a part hereof, as fully as if set out herein, the terms of which it has complied with, and which amount is due and unpaid.

Plaintiff claims of the Defendants COUNT THREE:

the sum of Three Hundred Forty and 28/100 (\$340.28) Dollars, due from them by account on, to-wit, the 21st day of May, 1937, which sum of money is still due and unpaid.

W.H. Objer and Olbert of Factors
ATFORNEYS FOR PLAINTIFF

BELOW FOR OFFICE USE ONLY:

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MERCHANTS NATIONAL BANK BUILDING

MOBILE, ALABAMA

THE AMERICAN LAW BOOK COMPANY, a Corporation,

IM THE CIRCUIT COURT OF

Plaintiff,

BALDWIN COUNTY, ALABAMA.

VS.

BEEBE & HALL, a partnership composed of W. C. BEEBE and H. H. HALL, and W. C. BEEBE and H. M. HALL, individually,

Defendants.

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

FIRST: That said count does not state a cause of action.

SECOND: That said count does not set out the terms of the alleged contract.

THIRD: That said count does not allege a breach thereof on the part of the defendant.

FOURTH: That said count does not allege how or in what manner the defendants, or either of them, have breached the terms of the alleged contract.

FIFTH:
For aught that appears, the terms of the said contract have been fully complied with on the part of the defendants.

Deelegants.

THE AMERICAN LAW BOOK COMPANY, a Corporation,

Plaintiff,

VS.

BEEBE & HALL, a partnership composed of W. C. BEEBE and H. M. HALL, and W. C. BEEBE and H. H. HALL, individually,

Defendants.

IN THE CIRCUIT COURT OF BALDWIII COUNTY, ALAIAEA.

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WITNESS' FEES, \$.

The State of Alabama, Baldwin County

CIRCUIT COURT

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AMERICAN LAW BOOK COMPANY, & corporation,

IN THE CIRCUIT COURT OF

Plaintiff,

BALDWIN COUNTY,

VS.

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BEEBE & HALL, a partnership composed of W. C. BEEBE and H. M. } HALL, and W. C. BEEBE and H. M. HALL, individually,

Defendants.

INTERROGATORIES TO BE PROPOUNDED TO JOSEPH HATFIELD BY VIRTUE OF SECTION 7744 OF THE 1923 CODE OF ALABAMA.

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- 1. State your name, age, residence, and occupation.
- 2. What connection have you with the American Law Book Company?
- 3. By whom were you employed during the year 1933, in the month of April of that year?
- 4. In what capacity were you so employed?
- 5. What were your duties in such capacity?
- 6. Were you ever asked to call on Messrs. W. C. Beebe and H. M. Hall, attorneys at Bay Minette, Alabama in the course of your employment?
- 7. Did you call on Messrs. W. C. Beebe and H. M. Hall, the attorneys mentioned in the above interrogatory?
- 8. On what date, or dates if you called on them more than once, did you call on them?
- 9. What was the purpose of your call on the said Messrs. W. C. Beebe and H. M. Hall?
- 10. Please give us the exact details of what transpired when you called on them.
- 11. Did the said Messrs. W. C. Beebe and H. M. Hall, or either of them, give you any checks executed by them, or either of them, as a result of this call?
- 12. If your answer to the above interrogatory is in the affirmative, please state how many checks were so delivered to you, the amount of each check, the date that each of the checks was made payable, and to whom they were made payable.
- 13. For what purpose did the said W. C. Beebe and H. M. Hall, or either of them, deliver these said checks to you?
- 14. If your answer to interrogatory No. 11 is in the affirmative, please state whether or not the said checks were equivalent to the full bahance claimed due by the American Law Book Company from the said Messrs. Beebe and Hall.
- 15. If your answer to interrogatory No. 11 is in the affirmative, please state whether or not the said checks were to be accepted as full settlement of a balance which the American Law Book Company claimed was due from the said Messrs. Beebe and Hall.
- 16. Were you ever authorized by the American Law Book Company to compromise the balance claimed to be due them from the said Messrs. Beebe and Hall?

- Were you ever authorized by the American Law Book Com-17. pany to enter into any agreement with the said Messrs. W. C. Beebe and H. M. Hall that future volumes, to be delivered under a contract which they had with the American Law Book Company, were to be received free of charge to them?
- If your answer to interrogatory No. 11 is in the affirmative, were you ever authorized by the American Law Book 18. Company to enter into any agreement with the said Messrs. W. C. Beebe and H. M. Hall that the price of future volumes to be delivered to them under a contract which the said Messrs. Beebe and Hall had with the said American Law Book Company be included in the sum received by the American Law Book Company, evidenced by the said checks?
- If your answer to interrogatory No. 14 is to the effect that the checks received from Messrs. Beebe and Hall did not cover the full balance which the American Law Book Company claimed due from them, please state why you took checks from them in such smaller amounts?
- 20. If your answer to interrogatory No. 14 is to the effect that the checks received from Messrs. Beebe and Hall did not cover the full balance which the American Law Book Company claimed due from them, please state why you did not secure checks to cover the full balance claimed due by the American Law Book Company from the said Messrs. W. C. Beebe and H. M. Hall at that time.

FOR PLAINTIFF.

IMTERROG AT ORIES TO BE PRO POUNDED TO JOSEPH HATFIELD.

Filed this 12 day for 10 37 12 day de Duck

AVERICAN LAW BOOK COMPANY, a corporation,

IN THE CIRCUIT COURT OF

Plaintiff,

BALDWIN COUNTY,

VS.

ALABAMA.

BEEBE & HALL, a partnership composed of W. C. BEEBE AND H. M. FALL, and W. C. BEEBE and H. M. HALL, individually,

Defendants.

ANSWERS TO THE INTERROGATORIES PROPOUNDED BY THE ATTACHED SHEET IN THE MATTER OF THE ABOVE ENTITLED ACTION.

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- 1. My name is Joseph Hatfield, age 48, residence in Washington, D C, and my occupation is Secretary and Sales Representative of the Washington Law Book Company located in Washington, D C.
- 2. None at present.
- 3. During the year 1933, and during the month of April of that year, I was employed by the American Law Book Company.
- 4. I was employed as a Collection Representative.
- 5. My duties as an employee of the American Law Book Company were to travel in various states designated by them from time to time, and to contact lawyers having accounts with the company, to collect money, and make adjustments.
- 6. Yes
- 7. Yes
- 8. I called on them on or about April 8, 1933, only one time. I recall being in the state of Alabama and in the town of Bay Minette about this time.
- 9. The purpose of my call on W C Beebe and H M Hall was to collect in whole or in part the balance due and owing the American Law Book Company, which was \$586.00.
- 10. The details of what transpired when I called on these gentlemen were briefly as follows: I had with me at the time a series of post dated monthly checks which these gentlemen had formerly given to another representative, payable to the order of American Law Book Company, in the sum of \$15.00 each. This series of checks was not being paid by Mr. Beebe and Mr. Hall, and I remember that they advised me that they could not afford to pay the sum of \$15.00 per month; and they further told me that they had closed their account in the bank upon which the \$15.00 checks had been given, which was an additional reason why these checks were not being paid. After some discussion, Mr. Hall and Mr. Beebe gave me \$50.00 in cash, which was for the purpose of taking up two of the series of \$15.00 checks. Then, they also gave me another series of post dated monthly checks on a different bank in the total sum of \$240.00.

There were 24 checks in all at \$10.00 each, and, as I stated before, they were payable monthly, the first being dated April 15, 1953, and the subsequent checks were dated monthly thereafter. I also distinctly remember discussing with these gentlemen, and they discussing with me, the possibility of being able to pay a larger amount monthly on the account than \$10.00 after the end of 24 months; and that is the reason why they gave me only 24 checks at \$10.00, because they felt that they could pay a greater amount than \$10.00 a month at the expiration of the 24-month period, being the period the \$10.00 checks would run. I recall, further, the statement from these gentlemen that in all likelihood at the end of the 24 months they would be able to pay the balance of the account in full.

- 11. My answer to interrogatory #10, I believe, is full enough to cover #11.
- 12. As stated in my answer to interrogatory #10, 24 checks were delivered to me, the amount of each check was \$10.00, and the date of the first check was April 15, 1953, payable on that date; and the subsequent checks were on the 15th of each month thereafter, covering a period of 24 months.
- 13. Mr. Hall and Mr. Beebe delivered these checks to me for the purpose of applying the same on their account with the American Law Book Company as they were paid from time to time.
- 14. The checks given me were not equivalent to the full balance claimed by the American Law Book Company, and Mr. Beebe and Mr. Hall were both fully aware of the fact at the time that these checks covered only a part payment.
- 15. The checks were not to be accepted in full settlement of the balance which the American Law Book Company claims was due from Mr. Hall and Mr. Beebe.
- 16. I was never authorized by the American Law Book Company to compromise the balance claimed to be due them from Mr. Hall and Mr. Beebe.
- 17. No.
- 18. I was not authorized to, nor were the checks given in full settlement for all volumes to be delivered.
- 19. Answering interrogatory #19, my answer has heretofore been given as to why I took checks in smaller amounts, which is, as I have heretofore stated, because these gentlemen told me they could not afford to pay \$15.00 per month, and they had no balance in the bank upon which the \$15.00 checks were given but that they would give me the \$10.00 checks on a different bank, and that they would be able to meet these checks.

20. As I have already stated, I did not secure checks to cover the full balance of the account due from Mr. Beebe and Mr. Hall because they felt that they did not want to give a series of checks for a period longer than two years, and that at the end of the two years they would be able to either pay larger monthly payments or pay the balance due on the account in full at one time.

Joseph Hattyeld.

Subscribed and sworn to before me this second day of December, 1937:

Elizabeth D. Brown
Notary Public.

AMERICAN LAW BOOK COMPANY, a corporation,

Plaintiff, IN THE CIRCUIT COURT OF

VS. BALDWIN COUNTY,

BEEBE & HALL, a partnership composed of W. C. BEEBE and H. M.
HALL, and W. C. BEEBE and H. M.
HALL, individually,

Defendants.

INTERROGATORIES TO BE PROPOUNDED TO LESTER A. JOHNSON BY VIRTUE OF SECTION 7744 OF THE 1923 CODE OF ALABAMA.

- 1. State your name, age, residence and occupation.
- 2. What connection have you with the American Law Book Company?
- 3. How long have you been so employed?
- 4. In what capacity have you been so employed?
- 5. On or about the first day of August, 1928, did or did not the law firm of Beebe and Hall of Bay Minette, Alabama, a partner-ship composed of Mr. W. C. Beebe and H. M. Hall, negotiate with the American Law Book Company for the purchase of law books?
- 6. If your answer to the above interrogatory is in the affirmative, please state whether or not the said law firm of Beebe & Hall entered into a contract with the American Law Book Company for the purchase of law books, giving the date on which said contract was entered into. Also, please attach to the answers to these interrogatories the contract referred to. If you are unwilling to attach the original, please attach an exact copy of same.
- 7. If you say that the American Law Book Company and Messrs. Beebe and Hall entered into such a contract, will you please state whether or not the American Law Book Company complied with all terms imposed upon it by said contract.
- 8. If there was such a contract, will you please state whether or not Messrs. Beebe and Hall have fully complied with the terms imposed upon them by such contract.
- 9. If your answer to the above interrogatory is in the negative, please state in what manner the said Messrs. Beebe and Hall have breached said contract.
- 10. Sales by your concern are regularly entered on charge tickets by the salesman making such sales, are they not?
- 11. Are these tickets then regularly transcribed to a day book or ledger as the first permanent memorial thereof?
- 12. Is this transcribing done by you or under your personal supervision?
- 13. Are you familiar with the account of Messrs. W. C. Beebe and H. M. Hall of Bay Minette due your company?
- 14. Were the entries of the account of the said Messrs. W. C. Beebe and H. M. Hall transcribed in the regular course of business from the original tickets which came in, in due course from the salesman making the sales?

- How much was due and payable on this account of Messrs. W. C. Beebe and H. M. Hall on the 8th day of April, 1933? 15.
- Were these charges reasonable? 16.
- Will you please attach an itemized statement of the account 17. of Messrs. Beebe & Hall with the American Law Book Company, showing all debits and all credits and the items for which the charges were made, to your answers to these interrogator-
- 18. How much is due and unpaid on this account at the present

ATTORNEYS FOR PLAINTIFF.

INTERROGATORIES TO BE PROPOUNDED TO LESTER JOHNSON

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AMERICAN LAW BOOK COMPANY, a corporation, : IN THE CIRCUIT COURT OF Plaintiff, BALDWIN COUNTY, vs. : ALABAMA.

BEEBE & HALL, a partnership composed of W. C. BEEBE and H. M. HALL, and W. C. BEEBE and H. M. HALL, individually, :

Defendants.

ANSWERS TO THE INTERROGATORIES PROPOUNDED BY THE ATTACHED SHEET IN THE MATTER OF THE ABOVE ENTITLED ACTION.

- 1. Lester A. Johnson, age 51, residence Brooklyn, New York, occupation Collection Manager of the American Law Book Company.
- 2. Collection Manager.
- 3. Approximately 10 years.
- 4. Collection Manager.
- of Beebe & Hall of Bay Minette, Alabama, entered into a contract with the American Law Book Company for the purchase of a set of law books, to wit: Corpus Juris.
- 6. I have with me a photostatic copy of the contract entered into upon the date aforesaid and in the previous question, and I am having this attached to this deposition, and am having the notary mark it Exhibit A.
- 7. The American Law Book Company has complied with all the terms set forth in the attached contract.
- 8. The law firm of Messrs. Beebe & Hall have not complied with the terms imposed upon them by this contract.
- 9. Messrs. Beebe & Hall have breached this contract by not paying the American Law Book Company for all of the law books delivered thereunder.
- 10. Sales by the American Law Book Company are regularly entered on charge tickets by the salesman making the sales.
- 11. These tickets are then regularly transcribed to ledgers as the first permanent memorial of the transaction.
- 12. The transcriptions of these sales are done under my personal supervision.
- 13. I am familiar with the account of Messrs. Beebe & Hall of Bay Minette, Alabama.
- 14. Yes.

- 15. On the Sth day of April, 1933, there was a sum of \$386.00 due and owing the American Law Book Company from the firm of W. C. Beebe & H. M. Hall of Bay Minette, Alabama.
- 16. The charges are in accordance with the written contract attached.
 - 17. I am having attached herewith a complete itemized statement from the inception of this contract entered into by the firm of Beebe & Hall with the American Law Book Company. The statement, as you note, contains and sets forth all of the debits and credits made pursuant to the terms of the contract marked Exhibit A. This itemized statement is marked Exhibit B.
- 18. At the present time there is due and unpaid, and owing the American Law Book Company, the sum of \$338.60.

Lester A. Johnson

Subscribed and sworn to before me this second day of December, 1937:

Notary Public.

AMERICAN LAW BOOK COMPANY, a corporation,

IN THE CIRCUIT COURT OF

Plaintiff,

BALDWIN COUNTY,

vs.

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BEEBE & HALL, a partnership composed of W. C. BEEBE and H. M. HALL, and W. C. BEEBE and H. M. HALL, individually,

albert of Soctor

ALABAMA.

Defendants.

INTERROGATORIES PROPOUNDED BY THE PLAINTIFF
TO JOSEPH HATFIELD AND LESTER A. JOHNSON, WITNESSES
IN THE PLAINTIFF'S BEHALF

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Elizabeth D. Brown, Notary Public, 822 13th Street, Northwest, Washington, D. C., is suggested by the Plaintiff as a competent person to be appointed Commissioner to take the testimony of the aforesaid witnesses.

Before me, the undersigned authority, personally appeared Albert S. Gaston who is know to me, and who being by me first duly sworn, on cath deposes and says:

That he is one of the attorneys for the Plaintiff in a cause pending in the Circuit Court of Baldwin County, Alabama as above captioned, and that the testimony of Joseph Hatfield and Lester A. Johnson, witnesses in the Plaintiff's behalf, is material and necessary for the Plaintiff's case. That said witnesses reside more than one hundred miles from the place of trial, computing by the route usually traveled.

Sworn to and subscribed before me

this // day of November, 1937.

ON NOTARY PUBLIC, MOBILE COUNTY, ALA.

6 10 10 vs. BERBE & HALL, et al.,
Defendants. Pin 12 day M.S. Duck R.S. Duck Gioria-Regulator 000

Recording the return and inquest thereon..... Or for each 100-words 15 Issuing_____Writ of certiorari, prohibition, man-damus, or writ in the nature thereof_____ 75 Filing the same and entering return Making a complete record of a cause or copy thereof, for each 100 words. 15 16 Making copy of any paper not herein provided for, for each 100 words 15 Making each certificate requiring the seal of office, and affixing seal 50 Total Judgment.... Taking any bond not otherwise provided for_____ 75 41 Making ______necessary certificates not otherwise provided for (each witness) Interest and Damages 25 Grand Total_____ 42 For certifying abstract, in lieu of fees for transcript under 5 00 Record for Supreme Court, for each 100 words_____ Each additional copy thereof, for each 100 words 05 Collecting money on judgments wherein said judgment has not been paid within 30 days after rendition, one half the per cent allowed sheriffs for same services for collecting money on execution. Total Clerk's Fees

The State of Alabama, Baldwin County

CIRCUIT COURT

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AMERICAN LAW BOOK COMPANY, a corporation,

Plaintiff,

IN THE CIRCUIT

BALDWIN COUNTY,

vs.

BEEBE & HALL, a partnership, composed of W. C. BEEBE and H. M. HALL, and W. C. BEEBE and H. M. HALL, individually,

ALABAMA.

Defendants.

TO: BEEBE and HALL

Please take notice that on this / day of November, 1937, the attorneys for the Plaintiff in the above styled cause have made affidavit that the testimony of Joseph Hatfield and Lester A. Johnson of Washington, D. C., is material to the Plaintiff's case and have filed interrogatories to be propounded to said witnesses.

Further, that Elizabeth D. Brown of Washington, D. C., a Notary Public, 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.

E)wich RECORDED 8-155

hy serving copy of within Summons and Complaint on Muli M

M. C. Beebe minte ffirir Bethe Walls Beebe Mixt: Milhins C. Vi ander

AMERICAN IAW BOOK COMPANY, Plaintiff,

BEEBE & HALL,

Defendants.

NOTICE:

Filed sovember 12, 1934.
R.S. Duck
Clerk

THE AMERICAN LAW BOOK COMPANY

272 FLATBUSH EXTENSION BROOKLYN, N. Y.

ACCOUNT OF

Beebe and Hall Bay Minette, Ala.

9-30-37 CONTRACT DATED S-1-28 _COVERING CORPUS JURIS VOLUMES______TO__ 462 ANNOTATIONS FOR YEARS 19 21 TO 19 28 CYC VOLUMES 28 TO 40,1913-18 Annos VOLUMES DELIVERED AS PUBLISHED SUBSEQUENT TO ORIGINAL SHIPMENT. CORPUS JURIS VOLUMES 45 TO 71 216 ANNOTATIONS FOR YEARS 19 29 TO 19 35 70 136 10 INTEREST_ 884 10 25 credit 8-7-28 30 10-23 cash 5 10-26 5 11-19 5 12-19 5 1-17-29 5 2-18 10 4-5-29 10 5-17 20 9-3 10 8-7 10 9-3 10 10-5 10 10-28 10 12-11 10 1-16-30 10 10 3-6 10 5-5 10 7-1 20 9-9 55 50 9-8-31 10 4-15-33 30 4-20 10 5-15 10 6-15 10 7-15 10 8-15 10 9-15 10 10-14 10 11-15 10 12-15 10 1-15-34 10 2-15 10 3-15 10 4-16 10 5-15 10 6-15 10 7-16 10 8-15 10 9-15 10 10-15 **TT--T**の 10 10 12**-1**5 1-15-35 10 2-15 3-15 10 60

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