

495

STATE OF LOUISIANA,  
PARISH OF ORLEANS,

I, Girard J. Fernandez, Notary Public for the Parish of Orleans duly commissioned and qualified do hereby certify that the attached copies of the depositions of C. J. Mabry, A. L. Maholland and O. A. Johnson which were taken before me on the 27th day of April, 1939 are true and correct copies of the original and that the Exhibits attached to the depositions of the said witnesses are true and correct copies of the original Exhibits which were attached to the original depositions.

*Girard J. Fernandez*  
Notary Public  
*Notary Public*

*Done*  
*April 27 1939*

495

MOTION PICTURE ADVERTISING )  
SERVICE COMPANY, A CORP., )  
Plaintiff, )  
Vs. )  
T. J. KLUMPP, Et al., )  
Defendant. )

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

TESTIMONY OF C. J. MABRY, A. L. MAHOLLAND  
AND O. A. JOHNSON, WITNESSES FOR PLAINTIFF

STATE OF LOUISIANA  
PARISH OF ORLEANS

BE IT KNOWN, that in accordance with the annexed commission issued by the Hon. Circuit Court of Baldwin County, Alabama, directed to me, Girard J. Fernandez, a Notary Public in and for the Parish of Orleans, State of Louisiana, to act as Commissioner to take the testimony of C. J. Mabry, A. L. Maholland and O. A. Johnson, witnesses for the Plaintiff, I caused to come before me, at my office, 303 Interstate Bank Building, this City, on the 27th day of April 1939 at the hour of two o'clock P.M., the said C. J. Mabry, A. L. Maholland and O. A. Johnson each of whom was first duly sworn by me that the testimony they should give in the above entitled and numbered cause between the parties hereto, should be the truth, the whole truth and nothing but the truth, so help him God.

*Girard J. Fernandez  
Notary Public*

ANSWERS OF C. J. MABRY TO THE DIRECT INTERROGATORIES

1. To the first direct interrogatory witness answers:  
My name is C. J. Mabry. My residence is 1533 Broadway, New Orleans, Louisiana.  
My occupation is Treasurer of Motion Picture Advertising Service Co. Inc.
2. To the second direct interrogatory witness answers:  
I have been connected with plaintiff company since January 1925, approximately 13 years, during which time I have held the positions of Assistant Bookkeeper, Bookkeeper, Credit Manager, and at present, Treasurer.
3. To the third direct interrogatory witness answers:  
My duties are the general supervision of the Bookkeeping Department, General Supervision of the Credit Department, and the handling of the plaintiff's finances.
4. To the fourth direct interrogatory witness answers:  
Yes, the plaintiff company is incorporated in the State of Louisiana.
5. To the fifth direct interrogatory witness answers:  
The business of the company is the producing of advertising films in its Studio in the City of New Orleans, Louisiana, which films are made available to various business firms, that is, advertisers, for display on the screens of theatres which the advertisers might select. The company carries on this business at its offices and studios in New Orleans.
6. To the sixth direct interrogatory witness answers:  
The plaintiff Company does not do any business in the State of Alabama and was not doing business in the State of Alabama at the time the contract was entered into with the defendant, Klumpp Motor Company, but merely receive orders from

advertisers in practically all States in the United States, which orders reach the plaintiff company by mail and which orders are accepted and acknowledged in the City of New Orleans, and are transmitted back to the advertisers through the United States Mails. According to recent ruling of the legal department of the City of Birmingham, Alabama and the legal department of the State of Alabama, the plaintiff company does business in the State of Louisiana but transacts what might be termed an "interstate" business with advertisers in other States.

7. To the seventh direct interrogatory the witness answers:  
The nature of the business followed by plaintiff company with customers in Alabama is to receive orders from them, which orders are accepted in New Orleans, Louisiana and acknowledged through the United States Mails, for the furnishing of advertising films produced in the City of New Orleans, which advertising films the customers in the State of Alabama have displayed in their local theatres.
8. To the eighth direct interrogatory the witness answers:  
The order or contract is usually taken by a salesman or individual living in the State of Alabama, but occasionally the salesman or individual might live in some other State and occasionally the order might come direct from the customer through the mails. When it arrives in New Orleans the company reviews the order and if the price is right and if the films called for can be supplied, the plaintiff company accepts the order and indicates its acceptance by mailing one copy of it back to the customer or advertiser. Then weekly, if the advertiser orders a different film each week, the plaintiff company mails a different film to the theatre each week to be displayed for the advertiser or customer.
9. To the ninth direct interrogatory the witness answers:  
Yes, the Klumpp Motor Company placed an order with the plaintiff company under date of July 7th, 1931 for the furnishing of advertising films and the production of one individual signature trailer for the defendant.
10. To the tenth direct interrogatory the witness answers:  
This business deal or these business dealings with the defendant, Klumpp Motor Co., was in the form of a written contract dated July 7th, 1931. This contract was submitted to the plaintiff company and accepted by the plaintiff company and mailed back to the defendant. Then, in accordance with the contract the plaintiff company produced in its studios in New Orleans one individual signature trailer for the defendant company and then shipped films to the Playhouse Theatre, Fairhope, Alabama, in accordance with the defendant's order to the plaintiff company.
11. To the eleventh direct interrogatory the witness answers:  
The contract was entered into by the defendant giving Carlton Guillot, a salesman, the contract, which contract the salesman, Carlton Guillot, mailed to the plaintiff company at its office in New Orleans, Louisiana, and which contract was accepted by the plaintiff company at New Orleans and mailed to the defendant, Klumpp Motor Company.
12. To the twelfth direct interrogatory the witness answers:  
Yes, the plaintiff company did enter into a contract with T. J. Klumpp, doing business as Klumpp Motor Company. The original contract is attached and marked Exhibit "A".
13. To the thirteenth direct interrogatory the witness answers:  
The Plaintiff company, in accordance with the defendant's order shipped films to the Playhouse Theatre, Fairhope, Alabama, for 52 weeks, the first week starting on August 17th., 1931 and the last week ending on August 15th, 1932. The films shipped to the Playhouse Theatre, Fairhope, Alabama, featured Chevrolet Sales and Service, which was in accordance with the defendant's order.
14. To the fourteenth direct interrogatory the witness answers:  
No., the defendant has not paid the plaintiff in full.
15. To the fifteenth direct interrogatory the witness answers:  
No, the defendant has not denied owing the account of \$200.00 any time prior to institution of this suit. The defendant has admitted owing the account and I attach to this deposition, marked Exhibit "B" and Exhibit "C" the

defendant's letters dated June 25th, 1932, and January 27th, 1933. Another letter of September 17th, 1932 was also received from Defendant, but such letter was lost in the mails or misplaced by the General Finance Corporation.

16. To the sixteenth direct interrogatory the witness answers:  
Yes, the plaintiff company has complied with its part of the contract.
17. To the seventeenth direct interrogatory the witness answers:  
T. J. Klumpp, doing business as Klumpp Motor Company, paid against the original contract \$42.64, and his check for this \$42.64 was received by the plaintiff company through the United States Mails under date of January 28th, 1933.
18. To the eighteenth direct interrogatory the witness answers:  
The amount now due the plaintiff company by the defendant is \$200.00 plus interest from February 1, 1933, at the rate allowed under Alabama laws, plus 15 per cent attorneys fees embraced in the contract.

*Answered*  
*March 1933*  
ANSWERS OF C. J. MABRY TO THE CROSS-INTERROGATORIES

To the first cross-interrogatory the witness answers:  
The plaintiff corporation at the time of the contract, July 7th, 1931 was a Louisiana Corporation and still is a Louisiana corporation.

2. To the second cross-interrogatory the witness answers:  
No, the plaintiff company had not filed with the Secretary of State of Alabama any papers pertaining to its corporate set-up in view of the fact that it is a Louisiana Corporation carrying on an inter-state business by accepting all orders in New Orleans, and by performing all of its duties in connection with orders in the City of New Orleans.
3. To the third cross-interrogatory the witness answers:  
No, the plaintiff corporation had not filed any papers with the Secretary of the State of Alabama, and did not designate any place of business in the State of Alabama or an authorized agent in the State of Alabama, in view of the fact that the plaintiff corporation does not carry on any operations within the State of Alabama, but merely accept, in New Orleans, orders from business firms located in Alabama.
4. To the fourth cross-interrogatory the witness answers:  
The plaintiff corporation did not have an agent of the corporation in the State of Alabama that called on Mr. Klumpp at the time the contract was entered into but, on the other hand, the contract was secured from Mr. Klumpp by a salesman who was working on his own and which salesman was the sole judge as to how he would spend his time. The Social Security Department of the United States Government has within the past year ruled that the salesman submitting orders to the plaintiff corporation for acceptance are operating in the nature of independent contractors and therefore cannot be looked on as employees of the plaintiff corporation.
5. To the fifth cross-interrogatory the witness answers:  
No, an agent of the plaintiff corporation did not go to Fairhope from time to time to see whether the contract was being complied with but, on the other hand, various salesmen, at different times, when they happened to be in Fairhope, Alabama, would go into the theatre and see the advertisements being displayed on the theatre screen. The plaintiff corporation had performed its duties when it shipped the advertisements, through the United States Mails, to the Play-House Theatre, Fairhope, Ala.
6. To the sixth cross-interrogatory the witness answers:  
The plaintiff corporation did not employ anyone to perform the alleged contract for the responsibility of furnishing the films, by United States mails, was faken~~cares of~~ by the plaintiff corporation from its plant in New Orleans, and the responsibility of showing the films for the defendant by the Playhouse Theatre, Fairhope, Ala.
7. To the seventh cross-interrogatory the witness answers:  
The plaintiff corporation complied with its contract with the defendant by making up an Individual Signature Trailer for the defendant, such film production work being taken care of in the plaintiff corporation's studios in New Orleans, and by shipping a different film each week, with the defendant's

signature trailer attached, to the Playhouse Theatre, Fairhope, Alabama, which theatre performed its duty of displaying the films on its theatre screen.

(Signed) C. J. Mabry

Sworn to and subscribed before me

this 28th day of April 1939.

Girard J. Fernandez  
Notary Public

ANSWERS OF A. L. MAHOLLAND TO THE DIRECT INTERROGATORIES

1. To the first direct interrogatory witness answers:  
My name is A. L. Maholland. My place of resident is New Orleans, Louisiana, and my occupation is that of Credit Manager.
2. To the second direct interrogatory witness answers:  
I have been connected with the plaintiff company since 1931 and since January 1935 in the capacity of Credit Manager.
3. To the third direct interrogatory witness answers:  
My duties in regard to plaintiff company are to pass all contracts for credit and supervise collection of all accounts.
4. To the fourth direct interrogatory witness answers:  
The plaintiff company is incorporated in the State of Louisiana, as of September 21, 1921.
5. To the fifth direct interrogatory witness answers:  
The business of the plaintiff company is to render certain screen broadcast advertising service for concerns who contract for such service, the service being rendered by the plaintiff company shipping certain films to theatres as specified by the contracts. This business is carried on by plaintiff company in various states through the United States mails.
6. To the sixth direct interrogatory witness answers:  
Plaintiff company does an interstate business in the State of Alabama from its office in New Orleans, the same as in various other states, and was doing an interstate business in the State of Alabama at the time the contract with the Defendant, Klumpp Motor Company, T. J. Klumpp owner, was entered into.
7. To the seventh direct interrogatory witness answers:  
An interstate business is conducted in the State of Alabama by the plaintiff company on the basis of accepting orders in the form of contracts, these contracts calling for certain service known as screen broadcast advertising, to be shown in certain theatres, on a basis of a definite service schedule, such as every week, every other week, every third week and so forth at an agreed rate of so much per week. An individual signature trailer is also produced according to specifications contained in the order and for the sum also specified in the order.
8. To the eighth direct interrogatory witness answers:  
The business of the plaintiff company was conducted in the manner specified in answer number seven (7) at the time the order or contract was accepted from the Klumpp Motor Company, T. J. Klumpp owner, and contract complied with fully by plaintiff company, in that the contract specified that plaintiff company was to furnish a total of fifty-two (52) weeks of film advertising service which the Playhouse Theatre, Fairhope, Alabama would show on its screen for defendant company, and in addition plaintiff company was required to produce a signature trailer to be used in connection with said advertising in the Playhouse Theatre at Fairhope, Alabama. The said signature trailer was produced in New Orleans according to specifications and then films were shipped for fifty-two (52) weeks to the Playhouse Theatre at Fairhope, Alabama.

copy for office records

January 27, 1933

M.P.A.  
New Orleans, La.

Gentlemen:

Enclosed please find check for \$42.64 dated Feb. 2th, 1933. Please hold this check until that date and I will be sure to take care of same at that time.

Also be advised that I am going to try and meet my promises hereafter, as things look a little better here for me. I am going to try and mail you all I can each month for the next two or three months and when our summer business starts I will pay you in full in a short time thereafter.

Yours very truly,

T.J. Klumpp

*T. Klumpp*

*Collected 11/21*

9. To the ninth direct interrogatory witness answers:  
The plaintiff company had dealings with the Klumpp Motor Company, T. J. Klumpp, of Fairhope, Alabama.
10. To the tenth direct interrogatory witness answers:  
The nature of these dealings were by written contract dated July 7, 1931 whereby the plaintiff company was requested or ordered to furnish fifty-two (52) weeks of film advertising for display on the screen of the Playhouse Theatre of Fairhope, Alabama, for which defendant company agreed to pay \$4.00 per week or \$17.33 per month, and in addition plaintiff company was requested or ordered to produce one individual signature trailer for use in connection with said advertising service on the screen of the Playhouse Theatre at Fairhope, Alabama, for which defendant agreed to pay to plaintiff company \$52.00.
11. To the eleventh direct interrogatory witness answers:  
The contract was entered into by Klumpp Motor Company, by Mr. T. J. Klumpp, on the solicitation by a certain <sup>Carlton</sup> Guillot who at that time was a film advertising salesman working in Alabama. The contract was properly filled out and signed by Mr. T. J. Klumpp Motor Company and forwarded to the New Orleans office of the plaintiff company by said Carlton Guillot, the contract was accepted in the office of the plaintiff company at New Orleans, Louisiana and acknowledged by mail to the Klumpp Motor Company.
12. To the twelfth direct interrogatory witness answers:  
The plaintiff company did enter into a contract with T. J. Klumpp doing business as the Klumpp Motor Company, under date of July 7, 1931. The original contract is attach to deposition of C. J. Mabry, marked Exhibit "A."
13. To the thirteenth direct interrogatory witness answers:  
The defendant company, Klumpp Motor Company, was furnished on the screen of the Playhouse Theatre of Fairhope, Alabama, fifty-two (52) weeks of screen broadcast advertising service from and including the week of August 17, 1931 through the week of August 8, 1932 inclusive, every week continuously during said period, the advertising service furnished being on Chevrolet cars including both Chevrolet sales and service, in accordance with the business of the Klumpp Motor Company. This service was billed to the Klumpp Motor Company at the rate of \$4.00 per week for fifty-two weeks, which is equivalent to \$17.33 per month for twelve (12) months, and the individual signature trailer was also produced and billed to the Klumpp Motor Company at a monthly rate of \$2.89 per installment.
14. To the fourteenth direct interrogatory witness answers:  
The defendant company has not paid plaintiff company in full of the amount due on the contract.
15. To the fifteenth direct interrogatory witness answers:  
Defendant has never by letter addressed to the plaintiff company denied owing said account of \$200.00 prior to institution of this suit. In fact, defendant has admitted owing this account and original letters from defendant, dated June 25, 1932 and January 27, 1933, are attached to deposition of C. J. Mabry marked Exhibit "B" and Exhibit "C". Another letter dated September 17, 1932 was also written by defendant to plaintiff company but the original letter was misplaced after being mailed to General Finance Corporation of New Orleans on September 27th, 1932, no copy having been made.
16. To the sixteenth direct interrogatory witness answers:  
The plaintiff company has complied with its part of the contract with defendant in every respect.
17. To the seventeenth direct interrogatory witness answers:  
T. J. Klumpp, doing business as Klumpp Motor Company, has paid on said contract a total of \$42.64, this amount being paid at one time and being received on January 28, 1933.
18. To the eighteenth direct interrogatory witness answers:  
Amount now owing to plaintiff company is \$200.00 on account of said contract dated July 7, 1931 and in addition court costs, attorneys fees and interest from February 1, 1933.

*Girard J. Hernandez  
Notary Public*

ANSWERS OF A. L. MAHOLLAND TO THE CROSS-INTERROGATORIES

1. To the first cross-interrogatory witness answers:  
The plaintiff corporation has always been a Louisiana corporation.
2. To the second cross-interrogatory witness answers:  
No. The plaintiff corporation carries on an interstate business.
3. To the third cross-interrogatory witness answers:  
No.
4. To the fourth cross-interrogatory witness answers:  
No. The plaintiff corporation did not have anyone in the State of Alabama, acting in the capacity of its agent.
5. To the fifth cross-interrogatory witness answers:  
No.
6. To the sixth cross-interrogatory witness answers:  
No one so far as I know, because the showing of the films was the responsibility of the Playhouse Theatre.
7. To the seventh cross-interrogatory witness answers:  
The plaintiff corporation complied with the terms of the contract by making the signature trailer for the defendant and further by shipping films to the theatre each week during the term of the contract.

(Signed) A.L. Maholland,

Sworn to and subscribed before me

this 28th day of April 1939.

Girard J. Hernandez,  
Notary Public.

*Girard J. Hernandez  
Notary Public*

ANSWERS OF O.A. JOHNSON TO THE DIRECT INTERROGATORIES

1. To the first direct interrogatory witness answers:  
My name is O. A. Johnson. I reside in the City of New Orleans, Louisiana, and my occupation is that of service manager for plaintiff company.
2. To the second direct interrogatory witness answers:  
I have been in the employ of plaintiff company for fifteen years and in the capacity of Service Manager for the last ten years.  
To the third direct interrogatory witness answers:
3. I am acquainted with the contract dated July 7, 1931 signed by the Klumpp Motor Company because I checked the contract when it was received in the office of the plaintiff company, and I okehed the contract as being in position to service.
4. To the fourth direct interrogatory witness answers:  
To the best of my knowledge the plaintiff company complied in every respect with its part of the contract.
5. To the fifth direct interrogatory witness answers:  
It was my duty to supervise the shipment of films from plaintiff' company's film library, to see that films were properly packed, properly directed to the Playhouse Theatre, Fairhope, Alabam, to see that sufficient postage was contained in the film box for the return of each film and to see that the films



were shipped in sufficient time to permit them to arrive in the Playhouse Theatre, Fairhope, Alabama, for screening at the beginning of each theatre week and for a full week of service.

6. To the sixth direct interrogatory witness answers:  
To the best of my knowledge, T. J. Klumpp, the defendant, did not at any time complain that the terms of the contract with plaintiff company were not carried out or performed by plaintiff company in full compliance with said contract.
7. To the seventh direct interrogatory witness answers:  
To the best of my knowledge each film was screened in the Playhouse Theatre of Fairhope, Alabama, until a total of fifth-two (52) weeks of screen broadcast service had been rendered from the week of August 17, 1931 through the week of August 8, 1932 inclusive; then too, had the Playhouse Theatre, Fairhope, Alabama, not shown the films, the defendant would have complained about the failure to show. Also, all films which we sent to the Playhouse Theatre, Fairhope, Alabama, were inspected when they came back to us and in every instance they showed that they had been used by the theatre and they showed a normal amount of wear which is easily detected by our inspecting department.
8. To the eighth direct interrogatory witness answers:  
The contract dated July 7, 1931, and marked Exhibit "A" attached to the deposition of C. J. Mabry, is the contract in question, which contract was fully performed by the plaintiff company under my direct supervision.
9. To the ninth direct interrogatory witness answers:  
I have no further facts to state.

*Girard J. Fernandez*  
ANSWERS OF O. A. JOHNSON TO THE CROSS-INTERROGATORIES

1. To the first cross-interrogatory witness answers:  
The plaintiff corporation is and always had been a Louisiana corporation.
2. To the second cross-interrogatory witness answers:  
No. The plaintiff corporation does an interstate business.
3. To the third cross-interrogatory witness answers:  
No.
4. To the fourth cross-interrogatory witness answers:  
No. The plaintiff corporation did not have anyone acting in the capacity of its agent in the State of Alabama.
5. To the fifth cross-interrogatory witness answers:  
No.
6. To the sixth cross-interrogatory witness answers:  
So far as I know, no one was employed, because the showing of the films was the responsibility of the Playhouse Theatre.
7. To the seventh cross-interrogatory witness answers:  
The plaintiff corporation complied with the terms of the contract by making the signature trailer for the defendant and by shipping films to the theatre each week week for the duration of the contract.

(Signed O. A. Johnson)

Sworn to and subscribed before me

this 28th day of April 1939.

Girard J. Fernandez,  
Notary Public.

STATE OF LOUISIANA  
PARISH OF ORLEANS

I, Girard J. Fernandez, do hereby certify that under and by virtue of a commission issued out of the Circuit Court of Baldwin County, Alabama in said entitled cause, therein pending, I caused to come before me at my office 303 Interstate Bank Building, New Orleans, Louisiana on the 27th day of April 1939, the aforesaid witnesses, C. J. Mabry, A. L. Maholland and O. A. Johnson; that I have personal witnesses; that each of said witnesses, after being duly sworn to tell the truth, the whole truth and nothing but the truth, was examined by me and testified as hereinbefore shown and reduced to writing by E. Hubert, stenographer in the language of the witnesses, whereupon each subscribed his name to the same in my presence. And I further certify that I am neither of counsel nor kin to any of the parties to said cause, nor in any manner interested in the result thereof. In witness whereof, I have hereunto affixed my hand and seal this 28th day of April 1939.

(Signed) Girard J. Fernandez  
Commissioner

April 28, 1939  
Girard J. Fernandez  
Notary Public.

THE STATE OF ALABAMA,  
Baldwin County.

No. 495

CIRCUIT COURT

January 1939

To Any Sheriff of the State of Alabama :

You are hereby commanded to summon T. J. KLUMPP, individually  
and T. J. Klumpp doing business as Klumpp Motor Company,

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 T. J. Klumpp, ind.  
and doing business as Klumpp Motor Co.,  
Defendant by

*Service*  
MOTION PICTURE ADVERTISING CO., a corp.,  
Plaintiff

Witness my hand this 10th day of January 1939

*R. S. Duval* Clerk  
By: *W. B. Thompson* Deputy

COMPLAINT

Plaintiff versus

The Plaintiff claims of the Defendant

Dollars, due by

Plaintiff's Attorney.

No. \_\_\_\_\_

**THE STATE OF ALABAMA**  
BALDWIN COUNTY

**CIRCUIT COURT**

PLAINTIFF

VS.

DEFENDANT

**Summons and Complaint**

Filed, \_\_\_\_\_ 193

\_\_\_\_\_, Clerk.

Defendant Lives at \_\_\_\_\_

\_\_\_\_\_  
Plaintiff's Attorney.

\_\_\_\_\_  
Defendant's Attorney

RECEIVED IN OFFICE

\_\_\_\_\_, 193

\_\_\_\_\_, Sheriff

I have executed this Writ

this the 24<sup>th</sup> Jan., 1939

by leaving a copy of the within Summons and Complaint with

J. J. Clempp  
Individually and  
J. J. Clempp Bakery  
Business as  
Clempp Mats Co.

W. B. Stout  
\_\_\_\_\_, Sheriff.  
W. B. Stout  
\_\_\_\_\_, Deputy Sheriff.

Motion Picture Advertising Company,  
A Corporation, Plaintiff.

vs.

T. J. Klump individually and  
T. J. Klump doing business as  
Klump Motor Company, Defendant.  
Alabama.

In Circuit Court of Baldwin County

Count One.

Plaintiff claims of the defendant the sum of Two Hundred (\$200.00) Dollars  
balance due by the defendant to the plaintiff by contract in writing entered  
into by and between the plaintiff and defendant on the 7th. day of July 19  
The plaintiff avers that in and by the terms of said contract, the defenda  
agreed to pay the plaintiff the sum of \$242.64, at the rate of \$17.33 per  
month until the full amount of \$242.64 and interest was paid.

That on to-wit.: - February 4th. 1935, defendant paid to plaintiff on said  
tract the sum of \$42.64, leaving a balance of \$200.00 and interest thereon  
from August 15, 1931, which said sum of \$200.00 with the interest thereon  
is still due and unpaid. ~~And plaintiff avers that the defendant breached~~  
~~contract in not making the payments as he promised in said~~  
~~tract, but waiting until the 4th. day of February 1935 to pay anything on~~  
tract. and plaintiff avers that it has fully performed its part of the  
tract.

Count Two.

Plaintiff claims of the defendant the sum of \$200.00 on account stated betw  
the plaintiff on to-wit.: - January 27, 1935, which sum of money with the  
interest thereon from August 5th. 1931 is still due and unpaid.

Count Three.

The Plaintiff claims of the defendant the further and additional sum of \$50  
for that in and by the terms of the contract, the defendant agreed to pay  
torney's fee of 15% of the amount claimed by the company, and that said 50  
is 15% of the principal and interest due on said contract.

Attorney for Plaintiff.

*[Handwritten signature]*

If the jury found that  
does not owe the plaintiff  
any thing Paul McMillan  
James

MOTION PICTURE ADVERTISING  
COMPANY, A CORPORATION,

Plaintiff,

vs.

T. J. KLUMPP, individually,  
and T. J. KLUMPP, doing  
business as KLUMPP MOTOR CO.,

Defendant/

Filed January 10th, 1939.

R. S. DUCK

clerk, - register

By *Paul McMillan*  
Reply

Motion Picture Advertising Advertising  
Service Corporation, a Corporation  
Plaintiff.

Circuit Court of Baldwin  
County, Alabama.

vs.  
T. J. Klumpp et. Ala.

Interrogatories to be propounded to T. J. Klumpp, defendant in the  
above entitled cause.

First.

You state in Plea A that you had an agreement with plaintiff to cancel  
the amount sued for on making new contract.

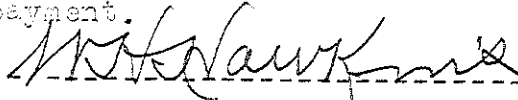
Please state with whom you made this contract, where and when and  
whether or not said agreement was in writing? State fully.

If said contract was in writing please attach such agreement or con-  
tract to your answer? Please state fully.

If you had an agreement with Mr. Hollen, a travelling salesman for  
plaintiff, did he show you that he had any authority to cancel this  
indebtedness on making any new contract.?

Second.

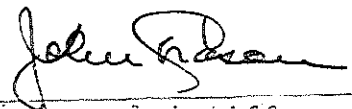
If you have paid this amount due as alleged in the suit as you state  
in Plea B, did you have any receipt or receipts from plaintiff showing  
payments and did you have receipt in full signed by plaintiff?  
Please attach to your answers all contracts, agreements and receipts  
from plaintiff showing full payment.



Attorney for Plaintiff.

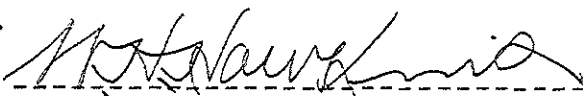
State of Alabama,  
Baldwin County.

Personally appeared before me,



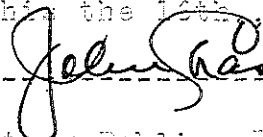
a Notary Public, W. H. Hawkins, attorney of record for plaintiff,

who on oath states that the answers to the above interrogatories pro-  
pounded to defendant, T. J. Klumpp, will be material evidence for plain-  
tiff in the above cause.



Attorney for Plaintiff.

Sworn and subscribed before me this the 10th day of January 1942.



Notary Public, Baldwin County, Ala.



13th day of June  
1942 by turning  
a copy of the  
written interrogatories  
on B. M. Hall et al  
for the respondent

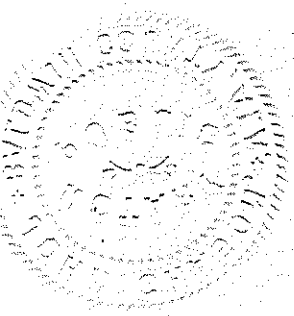
W. H. Stewart  
Sheriff

by  
A. P. Smith  
D.E.

a copy -  
D. J. Humphreys

I interrogatories  
to be propounded to  
D. J. Humphreys Defendant

Filed Jan 14/1942  
For  
W. H. Stewart  
City Sheriff





Motion Picture Advertising Service  
Corporation, a Corporation,

Plaintiff

IN THE

CIRCUIT COURT

VS.

T. J. Klumpp, et al,

Defendant

OF

BALDWIN COUNTY, ALABAMA

And now comes the Defendant and for answer to the Interrogatories filed by the Plaintiff says:


For answer to paragraph First:

The agreement set out in the plea of the defendant was made with one Hugh E. Hollon. It was entered into at Fairhope, in Baldwin County, Alabama, orally.

In the discussion of the matter with Mr. Hollon who had for sometime represented the plaintiff, and who at that time was representing the Plaintiff, it was agreed that if he would enter into a new contract, the balance due on the old contract involved in this suit including all costs accumulating would be marked paid, and the suit pending against me dismissed. A new contract based upon his statements and representations was entered into. The terms of which have been completely and fully complied with.

For answer to Interrogatory Second, he says:

The Plaintiff did not execute a receipt; however, stated that he was the representative of the company clothed with full authority and that the account was paid upon the entering into of the new contract; that a copy of the said contract is hereto attached.

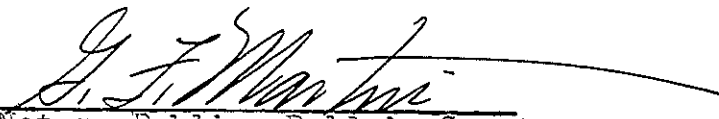
  
\_\_\_\_\_

STATE OF ALABAMA  
BALDWIN COUNTY

Personally appeared before me, T. J. Klumpp, who is known to me, and who being first duly sworn, deposes and says that the foregoing statements are true.

  
\_\_\_\_\_

10<sup>th</sup> Sworn to and subscribed before me on this the  
day of March, 1943.

  
Notary Public, Baldwin County  
Alabama

Notary Public  
Baldwin County, Alabama  
My Commission Expires Dec. 7, 1944



Michigan Probus  
Camp Q1

Kleinpf

July 15-1943  
Probus



MOTION PICTURE ADVERTISING  
COMPANY, a Corporation,

Plaintiff,

VS.

T. J. KLUMPP, individually  
and T. J. KLUMPP doing busi-  
ness as Klumpp Motor Company,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW.

And now comes the Defendant and for answer to the Plaintiff's complaint and to each count thereof, separately and severally, says:

1. That the facts therein stated are untrue.

2. That there was no consideration for the execution of the alleged contract.

3. The Plaintiff ought not to recover of the Defendant, 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.

4. The Plaintiff ought not to recover of the Defendant, 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 thereat.

5. The Plaintiff ought not to recover of the Defendant, 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.

6. That the claim of the Plaintiff is barred by the statute of limitation of six years.

7. The Plaintiff ought not to recover of the Defendant, because a suit was heretofore, on June 5th, 1934, filed by the Plaintiff in this cause and against the Defendant in this cause, involving the same subject matter, in this Court, and allowed

~~to remain until March 30th, 1930, when it was dismissed for want of prosecution.~~

7.8 That the account sued on is barred by the statute of limitation of three years.

Richard C. Bell & Beebe  
Attorneys for Defendant.

PLEAS

MOTION PICTURE ADVERTISING  
COMPANY, a Corporation,

Plaintiff,

VS.

T. J. KLUMPP, ET AL.,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW.

*Filed March 2, 1939*  
*R. S. Dwyer, Clerk*  
*By: Theodore Thompson*  
*Deputy Clerk*

Motion Picture Advertising Service

Company, a Corporation, Plaintiff.

vs.

In Circuit Court of Baldwin  
County, Alabama.

T. J. Klumpp individually and T. J.  
Klumpp doing business as Klumpp Motor  
Company, Defendants.

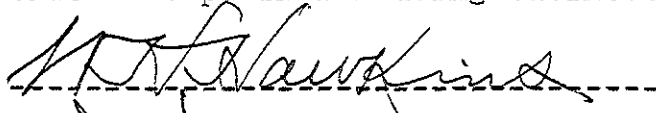
Comes the plaintiff in the above entitled cause and for answer to each of  
the pleas of the defendants says:

1. Plaintiff joins issue on pleas 1, 2, 6 and 8.

For special replication to pleas 3, 4 and 5 separately and severally, the  
plaintiff says:

2.- That at the time of entering into the contract upon which this suit  
is based and at the time the order of films was made and accepted by plain-  
tiff, and shipped by express or parcel post, plaintiff was not engaged in  
doing business in Alabama, but the orders for film were accepted in New  
Orleans, Louisiana and shipped from said New Orleans, La.

That solicitors for plaintiff went to defendants at Fairhope, Alabama, and  
received a tentative order from defendants and <sup>defendants</sup> entered into a contract,  
the basis of this suit, and the order of said defendants and the contract  
were received by plaintiff in New Orleans, La., and said contract and  
order ~~were~~ were accepted by plaintiff ~~xxx~~ and the films mailed or expressed  
from New Orleans, La. and at no time was plaintiff doing business in the  
State of Alabama.



Attorney for Plaintiff.

Motion Picture Advertising

Service Company, a Corp.

Plaintiff.

vs.

T. J. Klumpp, ind. & T. J.

Klumpp doing business as

Klumpp Motor Company.

Defendants.

-----  
Replications to pleas of  
defendants.  
-----

Filed March 6, 1939.

-----  
*R. S. Dush*  
-----

Clerk

By.

*Harold C. Thompson*  
-----

Deputy Clerk.



Motion Picture Advertising Co. a Corporation

Plaintiff.

Vs.

Circuit Court Baldwin County, Ala.

T. J. Klumpp et al., Defendants.

at Law.

Comes the defendant in the above entitled cause and for answer to plaintiff complaint and each count thereof and says that:-

(A) Since the commencement of this suit the plaintiff and this defendant entered into an agreement, wherein and whereby the plaintiff agreed to accept a new contract from defendant in full satisfaction and accord of the demand sued for and to dismiss this cause; that defendant has entered into said proposed new contract and has fully performed all agreements made by him in said new contract, wherefore plaintiff ought not to further prosecute this suit.

(B) That the defendant has paid the account sued on since the commencement of this suit.

Beebe & Hall,

Attys for Deft.

22  
F. J. Klemm  
Pleas of defendant

Filed Nov. 5, 1944

Re: Duets,  
Clerk

Metropolitan Picture Advertising Circuit  
 Service Company, a Corporation  
 Plaintiff  
 vs  
 T J Klumpff et al  
 Defendants  
 Foxson  
 Co. Att  
 Attors

Comes the defendant in the  
 above styled cause and for an-  
 swer to plaintiff's complaint and  
 each count thereof and says that  
 (A) Since the commencement of this  
 suit the plaintiff and this defen-  
 dant entered into and agreement  
 wherein and whereby the plain-  
 tiff agreed to accept a new contract  
 from defendant in full satisfac-  
 tion and accord of the demand  
 sued for and to dismiss this cause  
 that defendant has entered into  
 said proposed <sup>new</sup> contract and has  
 fully performed all agreements  
 made by him in said new  
 contract, wherefore plaintiff  
 does not to further prosecute  
 this suit

(B) That the defendant has paid  
 the account sued on since the  
 commencement of this suit  
 Defendant  
 T J Klumpff  
 et al

**APPLICATION FOR POSTAL REGISTRATION AND CERTIFICATE OF DECLARED VALUE OF MATTER SUBJECT TO POSTAL SURCHARGE**  
(No collection of surcharge is required on international registered mail)

The undersigned sender hereby applies for the registration of the articles described on this sheet and certifies that the amounts of the declared values set forth on values of the articles listed, or the known or estimated cost of duplication in the case of nonnegotiable securities and that the amounts of commercial insurance placed registered as stated on this sheet are also correct.

*Signature of sender*

RECEIVED from *W.S. Hunt - Brent* the following-described mail.  
(Insert "Registered" or "Registered O. O. D.")

NOTE: Additional receipted copies of certificates of mailing only, upon which be paid unless articles are properly listed on each additional copy of the bill of lading. Claims for indemnity may not be filed within the prescribed time limits. (See postmaster for detailed information.)

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)
NUMBER OF ARTICLE	NAME OF ADDRESSEE, STREET, AND POST OFFICE ADDRESS	CLASS (exclusive of other charges or fees)	Postage	Registry fee	Fee paid for return receipt	Special delivery fee	Amount due sender if C. O. D.	Indorsement on article if fragile	Delivery fee paid	Value of any contents on which surcharge is based on value only or value and length of haul instead of cost of duplication. If of no value, so state	Known or estimated cost of duplication on which surcharge is based on cost of duplication, as distinguished from the full value	Total of items 11 and 12	Total surcharge on entire contents of article	Total contents covered by commercial insurance in amount of—	Remarks
1	<i>Levi and G. Stornard</i>														
2	<i>323 Philadelphia Book Store</i>														
3	<i>Gen. Bureau for</i>														
4															
5															
6															
7															
8															
9															
10															
11															
12															
13															
14															
15															

After stamp here for additional copies of this bill

\*Mark "Fragile" if "Fragile."  
NOTE: Diagonal mark must be drawn through lines not used.

Total number of pieces listed by sender

*One*

(Write number here in words)



MOTION PICTURE ADVERTISING *Service*  
COMPANY, a Corporation,

Plaintiff,

VS.

T. J. KLUMPP, ET AL.,  
Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA,

AT LAW.

NO. 495.

And now comes the Defendant and demurs to the Plaintiff's complaint,  
and to each count thereof, separately and severally, says:

1. That said count does not state a cause of action.
2. That said count does not allege a breach of the contract on the  
part of the Defendant.
3. That said count does not set out or in what manner the Plaintiff  
has complied with the terms of the contract.
4. That said count does not set out the terms and conditions of the  
contract.

*Becher & Beebe*  
Attorneys for Defendant.

Defendant demands a trial by Jury.

*Becher & Beebe*  
Attorneys for Defendant.

RECORDED

DEMURRERS

MOBION PICTURE ADVERTISING  
INC COMPANY, a Corporation,

Plaintiff,

VS.

T. J. KLUMPP, ET AL.,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW,

HC. 495.

*Filed February 17, 1939*

R. S. DUCK

clerk, - register

By *Wanda H. Thompson*

Deputy

THE STATE OF ALABAMA,  
Baldwin County

CIRCUIT COURT

TO Girard J Fernandez.

KNOW YE: That we, having full faith in your prudence and competency, have appointed you Commissioner, and by these presents do authorize you, at such time and place as you may appoint, to call before you and examine C J Maby A L Macholland and O A Johnson.

as witnesses in behalf of Plaintiff, in a cause pending in our Circuit

Court of Baldwin County, of said State, wherein Motion Picture Advertising Service Company

Complainant  
and T J Klumpp. Individually and T J Klumpp. doing business as Klumpp Motor Company

Defendant,

on oath to be by you administered, upon Them.

to take and certify the deposition of the witness and return the same to our Court, with all convenient speed, under your hand.

Witness 15 day of April 1939.

R. R. R. R. R.  
REGISTER

Commissioner's Fee \$ \_\_\_\_\_

Witness' Fees, \$ \_\_\_\_\_

MOTION PICTURE ADVERTISING SERVICE  
COMPANY, A CORPORATION, PLAINTIFF

VS

IN THE CIRCUIT COURT OF BALDWIN  
COUNTY, ALABAMA.

T. J. KLUMPP INDIVIDUALLY AND  
T. J. KLUMPP DOING BUSINESS AS  
KLUMPP MOTIOR COMPANY, DEFENDANT.

The plainingiff desiring to take the testimony of its witnesses C. J. Mabry, A. L. Macholland and O. A. Johnson, who are non-residents of the State of Alabama and are at 1032 Carondelet Street, New orleans, La., propounds to said witnesses the following interrogatories:-

Interrogatories to be propounded to C. J. Marby and A..L. Holland .

- (1)- State your name, residence and occupation.
  - (2)-How long have you been conected with the plaintiff company and in what capacity?
  - (3) What are your duties with respect to the plaintiff company?
  - (4) State whetex or not the plaintiff company is incorporated and if so, when and in what state?
  - (5) What is the business of the plaintiff company and where does it carry on such business?
  - (6) State wherher or not plaintiff company does any business in Alabama and whether or not it was doing business in Alabama at the time the contract with the defendant, Klumpp Motor Company, T. J. Klumpp owner, was entered into/
  - (7) Do you know the nature of business of method of business followed by the plaintiff company with customers in Alabama?
  - (8) If you say that you know, please state in detail how business is conducted from time contract is solicited, accepted and contract complied with by plaintiff company?- State fully.
  - (9) Please state whether or not the plaintiff company has any dealing with Klumpp Motor Company-T. J. Klumpp Owner, the defendant in this cause.
  - (10) State the nature of those dralings of transaction between Plaintiff Company and defendant.
  - (11) Please explain how the contract was entered into. State fully.
  - (12) Did the plaintiff company enter into any contact with T. J. Klumpp foing business as Klumpp Motor Company? If so produce the original contract has with said defendant and have the comissioner mark it Exhibit "A" to your deposition over his signature and attach it to said deposition.
  - (13) Please state what was furnished to Klumpp Motior Company under said contract, stating in detail the films furnished, dates, through what theatre and the amount of eazh and the total amount furnished under said conttacy?
  - (14) State whether or not the defendant has paid plaintiff in full of amount due on the contract?
  - (15) Did Defendant ever deny owing this balance to plaintiff company prior to institution of this suit?
  - (16) If he has admitted owing, same, attach to your deposition original letters of June 25, 1932, September 17, 1932 and Jan. 27, 1933 and have commissioner mark them exhibbits "B" "C" and "D". If you state that you have not the original of letter from defendant dated Sept. 17, 1932, please attach a copy of same and state why you can not attach the original.
  - (16) Has the plaintiff company complied with its part of the contra ct with defendant in every respect?
  - (17) Please state what amount T. J. Klumpp, doing business as Klumpp Motor Company has paid on the contract and when was said amount paid?
  - (18) Please state what amount is now owing to plaintiff company by defendant including prinipal, interest and attorney's fees.
- Interrogatories to be propounded to O. A. Johnson.

- (1) Please state your name, residence and occuagation.
- (2) If you say that you are employed by plaintiffff company, state how long you have been in its employ and in what capacity?
- (3) Are you acquainted with the contract of Klumpp Motor Company, the defendant with the plaintiff company? If so, state what was your connection with said contract?
- (4) If you state that it was your duty to see that the contract was fully carried out and the service rendered as called for in said contract, please



state whether or not plaintiff company complied in every respect with its part of the contract?

(5) Please give in detail what you did in performance of your duties as to seeing that the contract was fully performed on the part of the plaintiff company?

(6) If you know, please state whether or not T. J. Klumpp, the defendant ever complained that the terms of the contract with plaintiff company, were not carried out or performed by plaintiff in full compliance of the said contract?

(7) Please state if the films were shown in the designated theatre at Fairhope, Ala. every week as required by contract and also the trailer service a part of the contract?

(8) Please look over the contract marked exhibit "A" and state whether or not this is the contract in question, which you saw was wholly performed and fulfilled by plaintiff company.

(9) Please state any other facts or matters in connection with your work on this contract not previously mentioned.

W. H. Hawkins  
Attorney for Plaintiff

STATE OF ALABAMA  
BALDWIN COUNTY

Before me, Mary F. Green, A Notary Public in and for said County in said state, personally appeared W. H. Hawkins, who upon oath deposes and says that he is attorney for plaintiff in the above cause: that the witness C. J. Mabry, A. L. Maholland and O. A. Johnson are material witnesses for plaintiff in said cause and each of them are non-residents of the State of Alabama and reside at 1032 Carondelet St., New Orleans, La., and plaintiff suggest the name of Gerard J. Fernandez, 305 Interstate Bank Building, New Orleans, La., as a suitable person to act as commissioner in taking the deposition of the foregoing witnesses.

W. H. Hawkins

Sworn to and subscribed before me this  
the 30th day of March 1939.

Mary F. Green  
Notary Public, Baldwin County Ala.

MOTION PICTURE ADVERTISING

SERVICE COMPANY, A CORP\*

ORATION.

PLAINTIFF

VS

E. J. KLUMPP, INDIVIDUALLY AND T.

J. KLUMPP, DOING BUSINESS AS

KLUMPP MOTION COMPANY,

DEFENDANT.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

CROSS INTERROGATORIES PROPOSED TO O. C. J. MARRY, A. L. MAHOLLAND AND O. A. JOHNSON, SEPARATELY AND SEVERALLY:

1. Please state whether or not at the time the alleged contract was entered into the Plaintiff Corporation was a foreign corporation.

2. Please state whether or not at the time the alleged contract was entered into the Plaintiff Corporation had filed with the Secretary of the State of Alabama 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.

3. Please state whether or not the Plaintiff Corporation, at the time the alleged contract was entered into, had filed with the Secretary of the State of Alabama 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 of and Secretary thereof, designating at least one known place of business in this State and an authorized agent or agents residing therein.

4. Please state whether or not the Plaintiff Corporation has an agent in the State of Alabama that called on Mr. Klump at the time the contract was entered into. If so, give the name of the agent.

5. Please state whether or not it is a fact that an agent of the Plaintiff Corporation came here from time to time to see whether or not the contract was being complied with the part of the Plaintiff Corporation.

6. Please state who, or what company, the Plaintiff Corporation employed to perform the screen service described in the alleged contract.

7. Please state how or in what manner the Plaintiff Corporation has complied with its contract with the Defendant.

Beebe Hall & Beebe.  
Attorneys for Defendant.

# MOTION PICTURE ADVERTISING SERVICE CO. INC.



Planning · Producing · Placing · Motion Picture Advertising Campaigns

*Ex B Dept*  
*[Handwritten signature]*

1032 CARONDELET ST.  
NEW ORLEANS

October 21, 1941.

Klumpp Motor Co.,  
Fairhope, Ala.

Gentlemen:

We acknowledge with thanks your order for Screen Broadcasts placed through our representative, Mr. Hugh E. Hollon and your accepted copy is enclosed herein.

In accordance with the screen service schedule contained in your order, your advertising campaign will appear in the Fairhope Theatre every other week, that is, one week your ad will appear on the screen, the following week your ad will be off the screen entirely, the next week your ad will again appear on the screen, continuing this cycle until 26 weeks of actual service have been rendered.

Invoice will be mailed you every four weeks.

Looking forward to the pleasure of serving you in all available theatres for many years to come, we are

Cordially yours,

MOTION PICTURE ADVERTISING SERVICE CO. INC.

*[Handwritten signature]*  
Assistant Sales Manager

J.R. Salyer:le

THE STATE OF ALABAMA,  
Baldwin County

CIRCUIT COURT

TO

Girard J. Fernandez, 303 Interstate Bank Building, New Orleans, La.

KNOW YE: That we, having full faith in your prudence and competency, have appointed you Commissioner, and by these presents do authorize you, at such time and place as you may appoint, to call before you and examine

as witnesses in behalf of Plaintiff in a cause pending in our Circuit

Court of Baldwin County, of said State, wherein Motion Picture Advertising Service

Company

Complainant

and F. J. Klump, individually and doing business as Klump Motor Co.,

Defendant,

on oath to be by you administered, upon

to take and certify the deposition of the witness and return the same to our Court, with all convenient speed, under your hand.

Witness

24th

day of February

1912

*[Handwritten signature]*

Commissioner's Fee \$ 11.00

Witness' Fees, \$

*[Handwritten signature]*  
Baldwin County Ala

Motion Picture Advertising Service,

Company, a Corporation, Plaintiff

vs.

T. J. Klumpp, Individually and  
doing business as Klumpp Motor  
Company, Defendant.

In Circuit Court of Baldwin County,  
Alabama.

The Plaintiff desiring to take the testimony of its witnesses, Miss A. L. Maholland and H. E. Hollon, who are non-residents of the State of Alabama and are at 1032 Carondelet St. New Orleans, La., propounds to said witnesses the following interrogatories:-

Interrogatories to be propounded to Miss A. L. Maholland.

- (1)- State your name, residence and occupation.
- (2)- Have you been connected with the plaintiff corporation since Jan. 10, 1939 and in what capacity?
- (3) If you state that you are employed as credit manager for plaintiff and has been so employed since January 10, 1939, please state fully the scope of your duties as to contracts, correspondence etc. with debtors and those entering into contracts with plaintiff as to advertising service?
- (4) Did you receive and examine all contracts and agreements received from T. J. Klumpp doing business as Klumpp Motor Company since Jan. 10, 1939?
- (5) Since Jan. 10, 1939, have you received in your office any contracts, agreements or letters showing any cancellation of the amount sued for in the suit of plaintiff against defendant, since the filing of the suit on Jan. 10, 1939? State fully.
- (6) Do the records in your office show any payments to plaintiff by defendant of the indebtedness sued for since Jan. 10, 1939 or any agreement or cancellation of same?
- (7) Could any payments have been made or contracts cancelled without your knowledge and the authorization of plaintiff?
- (8) Did Mr. H. E. Hollon or any travelling salesman have any authority to cancel any contract or remit any amounts due under former contracts on making a new contract? State fully.
- (9) Who had the power to authorize the cancellation of contracts, and did Mr. Hollon have this authority and ~~was~~ <sup>was</sup> it not necessary for this cancellation to be ratified by plaintiff before it became valid?
- (10)- Please attach to your deposition all contracts, agreements, letters etc. made with defendant, T. J. Klumpp, doing business as Klumpp Motor Company since January 10, 1939 and any other papers pertaining to any payments

cancellations etc. since said Jan. 10, 1939.

(11) Please give in detail any other fact or facts in your knowledge or of record in your office as to said payments or cancellation of this contract.

Interrogatories to be propounded to H. E. Hollen:-

(1) State your name and whether or not you are in the employ of plaintiff, Motion Picture Advertising Service Company?

(2) - If you state that you are in the employ of Plaintiff, please state in what capacity you are employed and what time you were in the employ since January 10, 1939?

(3) Do you know T. J. Klumpp and if so how long have you known him, and did you secure any contracts with him for service by plaintiff since said Jan. 10, 1939?

(4) Please examine contracts dated Feb. 14, 1939 and Sept. 19, 1940 made by T. J. Klumpp and state whether or not you secured these contracts?

(5) Please state if there were any other contracts with T. J. Klumpp secured by you since Jan. 10, 1939 and if so date of same.

(6) Please state if said contracts contained all the agreements and stipulations agreed upon?

(7) Please state whether or not you had any conversation with T. J. Klumpp in which you promised him that if he would sign a new contract for service, you would cancel the indebtedness due in the suit? Please state fully.

(8) Did you at any time have an agreement with T. J. Klumpp that if he would make a certain contract with you for plaintiff, Klumpp could forget the amount sued for in the suit, as the contract would be cancelled or words to that effect? If so attach copy of said agreement.

(9) Did you at any time have the authority from plaintiff to remit or cancel the indebtedness due plaintiff by T. J. Klumpp in the suit of Jan. 10, 1939? If so, attach to your deposition paper showing such authorization.

(10) Please state any other facts as to transactions with T. J. Klumpp as to cancellation or agreement to cancel said contract sued on Jan. 10, 1939.

(11) Did T. J. Klumpp or any one for him ever pay you any money on the amount due in the suit of Jan. 10, 1939?

*W. H. Hawkins*

Attorney for plaintiff.

State of Alabama,  
Baldwin County.

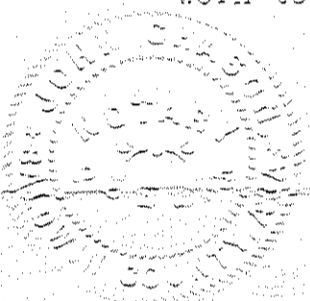
Before me, John Rason a Notary Public,  
in and for said County in said State, personally appeared W. H.  
Hawkins, who upon oath deposes and says that he is attorney for plain-  
tiff in the above cause; that the witnesses Miss A. L. Maholland and  
H. E. Hollon are material witnesses for plaintiff in said cause and  
each of them are non-residents of the State of Alabama and reside at  
1632 Carondelet St. New Orleans, La., and plaintiff suggests the name  
of Girard J. Fernandez, 303 Interstate Bank Building, New Orleans, La.  
as a suitable person to act as commissioner in taking the depositions  
of the foregoing witnesses.

W. H. Hawkins

Attorney.

Sworn to and subscribed before me this the 15th day of February 1942.

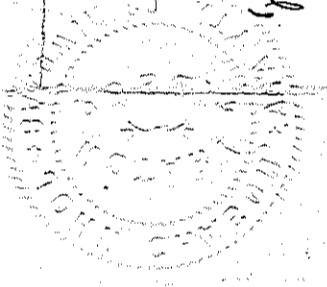
John Rason  
Notary Public, Baldwin County, Alabama.



Executed by assuming a copy of the within statements  
on sheet M. B. 828, a member of the firm of Rice & Hall.  
The 10th, day of Feb. 1947  
W. R. Stewart, Chicago  
By: M. B. 828, Secretary, Equity Chicago

4951 and  
Motion Picture  
Columbia Service Corp.  
a Corporation  
of Pennsylvania  
P. J. Kump -  
acting as trustee as  
Kump Photo Co.  
Defendant  
Plaintiff  
to  
plaintiff's witness

John J. [Signature]  
Dated 1947  
Witness  
John J. [Signature]  
John J. [Signature]





MOTION PICTURE ADVERTISING  
SERVICE COMPANY, INC.,

PLAINTIFF.

VS

T.J.KLUMPP, Individually  
and doing business as  
KLUMPP MOTOR COMPANY,

DEFENDANT.

IN THE CIRCUIT COURT  
OF BALDWIN COUNTY, ALABAMA.

-0-

-0-

STATE OF LOUISIANA,  
PARISH OF ORLEANS,  
CITY OF NEW ORLEANS.

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BE IT KNOWN, that in accordance with the annexed commission issued by the Hon. Circuit Court of Baldwin County, Alabama, directed to me, Girard J. Fernandez, a Notary Public in and for the Parish of Orleans, State of Louisiana, to act as Commissioner to take the testimony of A.L. Maholland and H. E. Hollon, witnesses for the Plaintiff, I caused to come before me, at my office 303 Interstate Bank Building, this City, on the 17<sup>th</sup> day of March 1942, the said A. L. Maholland and H. E. Hollon each of whom was first duly sworn by me that the testimony they should give in the above entitled and numbered cause between the parties hereto, should be the truth, the whole truth and nothing but the truth, so help him God.

Miss A. L. Maholland being duly sworn deposes as follows:  
To the 1st Interrogatory she answers:

My name is Miss A.L. Maholland. I reside in the City of New Orleans, State of Louisiana, and my occupation is that of Credit Manager.

To the 2d Interrogatory she answers:

I have been connected with the Plaintiff Corporation since 1931 and since January 1935 in the capacity of Credit Manager.

To the 3d Interrogatory she answers:

My duties as Credit Manager for the Plaintiff Corporation are to pass on all orders received by the Plaintiff, to accept all contracts or reject them if in my belief the firm ordering the service is not of sufficient financial standing to, in my opinion, meet the terms of the order. My duties are also to

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accept orders or reject orders as they are received in the office with any written provision pertaining to previous orders with the same firm, that is, if an order was received from a firm stipulating that order as being given with the understanding that any balance due on a previous order would be cancelled outright, I would be entirely familiar with the balance referred to in the said order and in line with my duties as Credit Manager, it would be necessary for me to decide whether the contract or the order should be accepted on that basis or rejected. Any correspondence pertaining to such orders, and which orders would affect any amount due on a previous order would be handled by me as Credit Manager.

To the 4th Interrogatory she answers:

I did.

To the 5th Interrogatory she answers:

Since filing suit against the Defendant for the \$200.00 account, we have received several contracts and/or orders for the Defendant, but none of these orders contained any provision for cancellation of the account in suit, or any reference made in the said orders to the account in suit.

To the 6th Interrogatory she answers:

The records of the Plaintiff Company do not show that any payments were made to the Plaintiff by the Defendant of the indebtedness sued for or any agreement or cancellation of this indebtedness.

To the 7th Interrogatory she answers:

No, they could not.

To the 8th Interrogatory she answers:

The orders under which we serviced this account were solicited by a firm advertising salesman, Mr. H. E. Hollon, working in the State of Alabama. The contracts were properly filled out, signed by the Defendant and forwarded by mail to the office of the Plaintiff Company in New Orleans, Louisiana, and acknowledged by mail to the Klumpp Motor Company. Only certain members of the Plaintiff Company in the office at New Orleans, Louisiana are vested with authority to accept orders, to reject orders, and to accept settlement, compromise or otherwise, on account.

The film advertising salesman solicit for the order and mails it to the office of the Plaintiff Company to accept or reject. To the 9th Interrogatory she answers:

Only certain members of the Plaintiff Company located in the office at New Orleans, Louisiana are vested with authority to cancel contracts, accept contracts, or approve written understandings on the part of the firm who gives orders to the film advertising salesman soliciting for those orders.

To the 10th Interrogatory she answers:

I attach to this deposition as evidence original orders dated February 14th, 1939, Serial No. 22070, marked Exhibit "A"; order April 14th, 1936, Serial No. 9360, marked Exhibit "B"; order August 19th, 1936, Serial No. 9393, marked Exhibit "C"; order September 19th, 1940, Serial No. 29964, marked Exhibit "D"; order September 19th, 1940, Serial No. 29965, marked Exhibit "E"; order October 18th, 1941, Serial No. 2034 E, marked Exhibit "F"; all said orders having been received from the Defendant forwarded to us by H. E. Hollon.

Witness for Plaintiff hereby offers, introduces, and files in evidence said original orders, which documents are marked for identification, Exhibits, "A, B, C, D and E" and "F".

I also attach an itemized statement under the orders of February 14th, 1939, marked Exhibit "A-1"; April 14th, 1936, Marked Exhibit, "B-1"; August 19th, 1936, marked Exhibit "C-1"; September 19th, 1940, marked Exhibit "D-1"; and September 19th, 1940, marked Exhibit "E-1".

Witness for Plaintiff hereby offers, introduces and files in evidence said statements, which documents are marked for identification, Exhibits "A-1", "B-1", "C-1", "D-1" and "E-1".

There have been no payments made on the account in suit since suit was filed and no settlements or cancellations of the amount in suit have been discussed by the Defendant with the Plaintiff Company by mail or otherwise, and no cancellation of the amount in suit has been agreed upon by the Plaintiff

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Company.

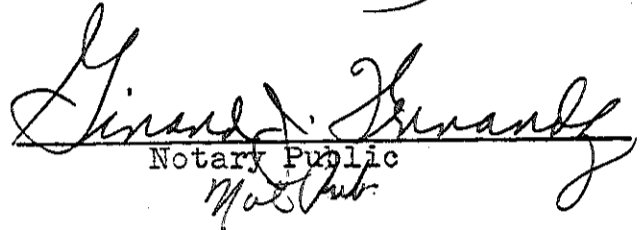
To the 11th Interrogatory she answers:

I have no further facts to state other than have already  
been given.

Subscribed and sworn to before me  
this 17<sup>th</sup> Day of March, 1942.



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Notary Public  
Mo. Sub.

# MOTION PICTURE ADVERTISING SERVICE CO. INC.



Planning • Producing • Placing • Motion Picture Advertising Campaigns

1032 CARONDELET ST.  
NEW ORLEANS

MARCH 16, 1942

## STATEMENT

KLUMPP MOTOR CO.  
FAIRHOPE, ALA.

CONTRACT DATED 2/11/39  
SERIAL # 22070

### DEBITS

### CREDITS

Marc. 20, 1939	Service	\$ 12.00	Mar. 21, 1939	Cash	\$12.00
Apr. 17, "	"	12.00	June 12, "	"	24.00
May 15, "	"	12.00	July 17, "	"	12.00
June 12, "	"	12.00	Aug. 14, "	"	12.00
July 10, "	"	12.00	Oct. 18, "	"	24.00
Aug. 7, "	"	12.00	Dec. 13, "	"	6.00
Sep. 4, "	"	12.00	Mar. 13, 1940	"	6.00
Oct. 5, "	"	6.00	June 13, "	"	12.00
Feb. 5, 1940	"	16.00	Dec. 18, "	"	12.00
Mar. 4, "	"	6.00	Mar. 31, 1941	"	6.00
Apr. 1, "	"	12.00	July 11, "	"	12.00
Sep. 2, "	"	6.00	July 9, "c/m can. 6/9-6/23/41		12.00
Jan. 20, 1941	"	12.00	Jan. 26, "c/m can. 1/19/42		6.00
June 9, "	"	12.00			
Nov. 10, "	"	12.00			
Jan. 5, 1942	"	12.00			
Feb. 2, "	"	12.00			

Total debits . . . . . \$174.00  
Total credits . . . . . 156.00

Total credits . . . . . \$156.00

Balance due . . . . . \$ 18.00

EXHIBIT "A-1"  
The Vaudeville  
Arnold J. Shandy  
and his  
orchestra

# MOTION PICTURE ADVERTISING SERVICE CO. INC.



Planning • Producing • Placing • Motion Picture Advertising Campaigns

1032 CARONDELET ST.  
NEW ORLEANS

March 16, 1942

## STATEMENT

KLUMPP MOTOR CO.  
FAIRHOPE, ALA.

CONTRACT DATED 4/14/36  
SERIAL # 9360

<u>DEBITS</u>			<u>CREDITS</u>		
May 18, 1936	Service	\$ 11.00	Apr. 18, 1936	Cash	\$ 11.00
June 15, "	"	11.00	Aug. 12, "	"	22.00
July 13, "	"	11.00	Feb. 15, 1937	"	33.00
Aug. 10, "	"	11.00	Jan. 31, "	J. E.	44.00
Sep. 7, "	"	11.00	April 19, "	c/m to adj. ser.	16.50
Oct. 5, "	"	11.00	May 28, "	Cash	16.50
Nov. 2, "	"	11.00	Oct. 11, "	c/m to adj. ser.	5.50
Nov. 30, "	"	11.00	Aug. 14, 1939	Cash	16.50
Dec. 28, "	"	11.00			
Jan. 25, 1937	"	11.00			
Feb. 22, "	"	11.00			
Marc. 22, "	"	11.00			
Apr. 19, "	"	11.00			
May 17, "	"	11.00			
Sep. 6, "	"	5.50			
Sep. 20, "	"	5.50			

Total debits . . . . . \$165.00  
Total credits . . . . . 165.00

Total credits . . . . . \$ 165.00

Balance due . . . . . \$ .00

EXHIBIT "B-1"  
McNair  
Gerald J. Howard  
Nat. Out

# MOTION PICTURE ADVERTISING SERVICE CO., INC.



Planning • Producing • Placing • Motion Picture Advertising Campaigns

1032 CARONDELET ST.  
NEW ORLEANS

March 16, 1942

## STATEMENT

KLUMPP MOTOR CO.  
FAIRHOPE, ALA.

CONTRACT DATED 8/19/36  
SERIAL #9393

### DEBITS

### CREDITS

Aug. 31, 1936	Tr. Prod.	\$ 15.00
Sep. 14, "	Service	28.00
Sep. 28, "	"	28.00
Oct. 26, "	"	28.00
Nov. 23, "	"	28.00
Dec. 21, "	"	28.00
Jan. 18, 1937	"	28.00
Feb. 15, "	"	28.00
Mar. 15, "	"	28.00
Apr. 12, "	"	28.00
July 19, "	"	28.00
Aug. 16, "	"	28.00
Sep. 13, "	"	28.00
Oct. 11, "	"	28.00
Nov. 8, "	"	14.00
Jan. 31, 1938	"	28.00
Jan. 31, "	"	14.00
Feb. 28, "	"	7.00

Aug. 31, 1936	J. E.	\$ 379.00
Apr. 19, 1937	c/m to adj. ser.	21.00
May 3, "	c/m to adj. ser.	35.00

Total debits . . . . . \$435.00

Total credits . . . . . \$ 435.00

Total credits . . . . . 435.00

Balance due . . . . . \$ .00

EXHIBIT "C-1"  
M. E. Ricketts  
Gerald J. Howard  
Nat. Pub.

# MOTION PICTURE ADVERTISING SERVICE CO. INC.



Planning • Producing • Placing • Motion Picture Advertising Campaigns

1032 CARONDELET ST.  
NEW ORLEANS

March 16, 1942

S T A T E M E N T

KLUMPP CHEVROLET CO.  
FAIRHOPE, ALA.

CONTRACT DATED 9/19/40  
SERIAL #29965

<u>DEBITS</u>		<u>CREDITS</u>	
Nov. 4, 1940	Service \$ 12.00		
Dec. 2, "	" 12.00	Jan. 30, 1941	Cash \$24.00
Dec. 30, "	" 12.00	Apr. 12, "	" 48.00
Jan. 27, 1941	" 12.00	May 24, "	" 12.00
Feb. 24, "	" 12.00	June 10, "	" 12.00
Mar. 24, "	" 12.00	Oct. 10, "	" 12.00
Apr. 21, "	" 12.00	Jan. 23, 1942	" 12.00
May 19, "	" 12.00	Jan. 26, "c/cn can. 1/26/42	6.00
Sep. 8, "	" 12.00	Feb. 23, "	Cash 12.00
Oct. 20, "	" 6.00		
Nov. 17, "	" 6.00		
Dec. 15, "	" 6.00		
Jan. 12, 1942	" 12.00		
Feb. 9, "	" 12.00		

Total debits, . . . . . \$150.00  
Total credits . . . . . 138.00

Total credits . . . . . \$ 138.00

Balance due . . . . . \$ 12.00

EXHIBIT "D-1"  
Memorandum  
Gerald J. Thorsardy  
Mr. Pub



# MOTION PICTURE ADVERTISING SERVICE CO. INC.



Planning · Producing · Placing · Motion Picture Advertising Campaigns

1032 CARONDELET ST.  
NEW ORLEANS

March 16, 1942

## S T A T E M E N T

KLUMPP MOTOR CO.  
FAIRHOPE, ALA.

CONTRACT DATED 9/19/40  
SERIAL #29964

### DEBITS

Mar. 2, 1942	Service	\$ 6.00
Mar. 16, "	"	6.00

### CREDITS

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Balance due . . . . . \$ 12.00

EXHIBIT "E-1"  
Me Novelties  
Genard J. Gannady  
March

MOTION PICTURE ADVERTISING  
SERVICE COMPANY, INC.,

PLAINTIFF.

VS

T.J.KLUMPP, Individually,  
and doing business as  
KLUMPP MOTOR COMPANY,

DEFENDANT.

IN THE CIRCUIT COURT

OF BALDWIN COUNTY, ALABAMA.

-o-

STATE OF LOUISIANA,  
PARISH OF ORLEANS,  
CITY OF NEW ORLEANS.

±o-

-o-

H.E.Hollon being duly sworn deposes as follows:

To the 1st Interrogatory he answers:

My name is H. E. Hollon and I work in the State of Alabama  
selling Screen Broadcast Service.

To the 2d Interrogatory he answers:

I have been working in the State of Alabama selling Screen  
Broadcast Service since February, 1936.

To the 3d Interrogatory he answers:

I do know Mr. T.J.Klumpp and have known him since 1936.

To the 4th Interrogatory he answers:

I have examined contracts dated February 14th, 1939 and  
September 19th, 1940 made by Mr. T.J. Klumpp and I did secure  
these contracts.

To the 5th Interrogatory he answers:

I secured contract Serial No. 22070 dated February 14th, 1939,;  
contract Serial No. 29964 dated September 19th, 1940; contract  
Serial No. 29965 dated September 19th, 1940; and contract  
Serial No. 2034 E dated October 18th, 1941.

To the 6th Interrogatory he answers:

All the above mentioned contracts contain all the agreements  
and stipulations agreed upon.

To the 7th Interrogatory he answers:

I did not promise Mr. Klumpp that Motion Picture Advertising  
Service Co., Inc., would cancel the indebtedness due in the  
suit, as I have no authority to make such promises.

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To the 8th Interrogatory he answers:

I did not promise Mr. Klumpp at any time that I would cancel the indebtedness due in the suit, nor did I make any agreements with him whereby if he gave me a new contract, that I would get the indebtedness or suit cancelled.

To the 9th Interrogatory he answers:

I did not at any time have the authority from Plaintiff to remit or cancel the indebtedness due Plaintiff by T.J.Klumpp in the suit of January 10th, 1939.

To the 10th Interrogatory he answers:

There were no agreements of any kind as to the cancellation or agreement to cancel contracts sued on as of January 10th, 1939.

To the 11th Interrogatory he answers:

Neither Mr. T.J.Klumpp nor anyone for him ever paid me any money on the amount due in the suit of January 10th, 1939.

*Hugh E. Fallon*

Subscribed and sworn to before  
me this 17<sup>th</sup> Day of March, 1942.

*Lionel J. Kennedy*  
Notary Public  
*Not Out*

MOTION PICTURE ADVERTISING  
SERVICE CO., INC.,

PLAINTIFF.

VS

T.J.KLUMPP, Individually,  
and doing business as  
KLUMPP MOTOR COMPANY.,

DEFENDANT.

IN THE CIRCUIT COURT

OF BALDWIN COUNTY

ALABAMA.

UNITED STATES OF AMERICA.

STATE OF LOUISIANA

PARISH OF ORLEANS,

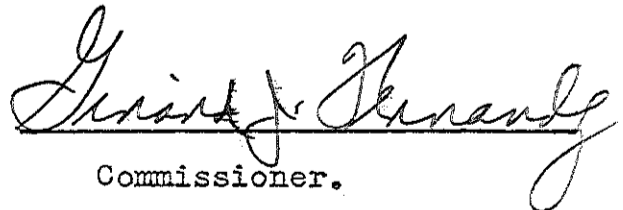
CITY OF NEW ORLEANS.

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-o-

I, Girard J. Fernandez, do hereby certify that under and by virtue of a commission issued out of the Circuit Court of Baldwin County, Alabama in said entitled cause, therein pending, I caused to come before me at my office 503 Interstate Bank Building, New Orleans, Louisiana, on the *17th* day of March 1942, the aforesaid witnesses, Miss A.L.Maholland and H.E.Hollon; that I have personal knowledge of the said witnesses; that each of said witnesses, after being duly sworn to tell the truth, the whole truth and nothing but the truth, was examined by me and testified as hereinbefore shown and reduced to writing by Sophia Meyer, stenographer in the language of the witness, whereupon each subscribed his name to the same in my presence. And I further certify that I am neither of counsel or kin to any of the parties to said cause, nor in any manner interested in the outcome or result thereof.

In Witness Whereof, I have hereunto affixed my hand and seal, this *17<sup>th</sup>* Day of March, 1942.

  
Commissioner.

# Motion Picture Advertising Service Co., Inc.

2301 Tulane Ave., New Orleans, La.

City FAIRHOPE State ALA. Date 7-7-31 1931

**THEATRE SERVICE CORPORATION**  
Southern Division

## ADVERTISER'S THEATRE SERVICE AGREEMENT

The undersigned hereby orders Motion Picture Advertising Service Company, Inc., (hereinafter called the Company) to furnish and screen the Company's series of motion picture films as specified;

Black and White Films  featuring CHEVROLET without change   
 Natural Color Films  with  "Screen Broadcast" Service (Write out name of classification or subject)  
 Special Films  or eliminating  (Specify film series to be eliminated by numbers)

in the below named theatre(s) for a total of 52 WEEKS OF ACTUAL SCREEN SERVICE to be screened EVERY WEEK  
 at the rates and according to the further agreements fully set forth below:  
 (Write out whether every week or every other week, simultaneously or in rotation)

THEATRE	LOCATION	INDIVIDUAL THEATRE RATE PER SCREENING WEEK	AVERAGE RATE PER SCREENING WEEK
<u>PLAYTIME</u>	<u>FAIRHOPE, ALA.</u>	<u>4.00</u>	<u>4.00</u>

- The Company agrees to furnish and screen a film from the series of films as specified above featuring the classification named herein at each regular performance during each scheduled screening week in the theatre(s) named herein, according to the above schedule.
- The Company agrees to start screening as ordered on or about 1931, or as soon thereafter as screen space is available.
- For the above screening service the undersigned agrees to pay the Company a total sum made up of TWELVE installments of SEVENTEEN DOLLARS and 35/100 Dollars (\$ 17.35) each, payable in advance, the first installment being payable on the first day that said screening service is furnished by the Company and the remaining installments monthly thereafter all without relief from valuation and appraisal and/or any exemption laws.
- In case screening service shall not be furnished as above provided because of strikes, theatre closings (temporary or permanent), refusal of theatre(s) to display or termination or cancellation of contracts with theatres, or because of the error or omission by the theatre management or the Company, or for any other reason beyond the Company's control, such omission of service shall not entitle the undersigned to terminate this agreement, nor subject the Company to any liability whatsoever, but in any case the Company shall be entitled at its option (a) to give the undersigned pro rata credit for all such omissions based on the above mentioned individual theatre weekly screening rates, and/or (b) to substitute another theatre(s) in the same location, subject to the approval thereof by the undersigned, and/or (c) to extend the screening period covered hereby for a corresponding period as to such theatre(s).
- If the undersigned defaults in any payment hereunder, the Company may suspend its service until such default is cured and/or upon such default the Company may at its option declare this contract terminated and collect as a short rate for service previously rendered the sum payable therefor as aforesaid plus one-half of the remaining payments hereunder after such termination with interest from date of default and collection costs including attorney's fee which is hereby fixed at fifteen percent (15%) of the amount claimed by the Company and the Company may in addition claim any damage resulting from said default.
- The undersigned agrees that screening at each regular performance of the theatre(s) named herein for six days shall constitute a screening week.
- In consideration of the low rate charged hereunder compared with the rate charged national advertisers for similar screening service in said theatre(s), the undersigned agrees that whenever the Company or any affiliated company shall desire to use the screen space contracted for hereunder for national advertising, the Company shall be entitled to do so provided that in any such case it shall not suspend the undersigned's service for a period exceeding two consecutive scheduled screening weeks and allows the undersigned a pro rata credit for the service thus omitted.
- Although the Company shall endeavor to fill its reels with non-competing classifications and advertisers, nothing herein shall be deemed to be a covenant or condition that competing classifications and advertisers will not be shown.
- No verbal statements additional to or modifying the terms of this agreement shall be valid. This agreement is not binding upon the Company until accepted and countersigned by an officer of the Company.
- All communications, including remittances, shall be addressed to the Company at 2301 Tulane Avenue, New Orleans, La.
- Remarks: THIS IS A COPY OF THE ORIGINAL CONTRACT - ORIGINAL SENT TO CR. CLEAR HOUSE MAY 18, 1934 C.J.M

Salesman CARLTON GUILLOT Executed in Quadruplicate Firm Name KLUMPP MOTOR CO.  
 Accepted and Countersigned: By T. J. KLUMPP  
 New Orleans, Louisiana, 1931 Title OWNER  
 MOTION PICTURE ADVERTISING SERVICE COMPANY, Inc. (Advertiser's Mailing Address)  
 By \_\_\_\_\_ Authorized Officer

MOTION PICTURE ADVERTISING SERVICE CO., Inc. ADVERTISER'S TRAILER PRODUCTION AGREEMENT City FAIRHOPE  
 2301 Tulane Ave., New Orleans, La. State ALA. Date 7-7-31

- The undersigned hereby orders the Motion Picture Advertising Service Company, Inc., of New Orleans, La., (hereinafter called the Company) to design and produce and the Company agrees to design and produce for the undersigned one special individual name trailer, copy for which appears herewith, and all necessary film prints suitable for display as terminal title in connection with the undersigned's "Advertiser's Theatre Service Agreement" of even date and the same serial number.
- The undersigned agrees that when the film prints of said trailer have been produced by the Company, the Company will have discharged its obligations hereunder.
  - The undersigned agrees to pay the Company for the above stated work the sum of FIFTY TWO AND 00/100 Dollars (\$ 52.00) payable as follows:  
 Plan A  By check in full less five percent (5%) discount upon the signing of this order or  
 Plan B  One third SEVENTEEN and 35/100 Dollars (\$ 17.35)  
 by check upon the signing of this order and the balance in TWELVE equal monthly installments due and payable on the 10th day of each month following the date hereof; should any installment remain unpaid for a period of twenty (20) days, then all remaining unpaid installments shall become due and payable immediately.

Copy for Special Individual Name Trailer

- Brevity is essential for best results. Copy limited to firm name, occupation or brand.
- Typewrite or hand-letter all copy.
- The undersigned's signature to this order signifies acceptance of trailer copy as shown.

**KLUMPP MOTOR CO**  
**FAIRHOPE ALABAMA**  
**CHEVROLET**

All payments shall be by check or money order payable to the Motion Picture Advertising Service Company, Inc., New Orleans, La.

No verbal statements additional to or modifying the terms of this agreement shall be valid. This agreement is not binding upon the Company until accepted and countersigned by an officer of the Company.

Salesman CARLTON GUILLOT Executed in Quadruplicate Firm Name KLUMPP MOTOR CO.  
 Accepted and Countersigned: By T. J. KLUMPP  
 New Orleans, Louisiana, 1931 Title OWNER  
 MOTION PICTURE ADVERTISING SERVICE COMPANY, Inc.

To: Motion Picture

# Screen Broadcasts

Service C ac.  
1032 CARONDELLET ST.  
New Orleans, Louisiana

A MERCHANDISING  
ADVERTISING  
SOUND FILM  
SERVICE

SERIAL B NO 22070

City Fairhope State Ala Date Feb 14 - 1939

1. Please furnish for us, the undersigned, your series of advertising films featuring

Charles New Car 1/3 Mad Cars 1/3 Ship '13  
(Specify number and name of business classification) without change ( )

or eliminating ( ) to be shipped to

(Specify by series number) the theatre(s) named below for screening and according to the further agreements contained herein:

THEATRE	LOCATION	INDIVIDUAL RATES		AVERAGE RATES	
		(1) Per week of Service to MPA	(2) Per week Screen- ing to Theatre	(3) Average Rate Per week of Service to MPA	(4) Average Rate Per week Screen- ing to Theatre(s)
<u>Fairhope</u>	<u>Fairhope Ala</u>	<u>6.00</u>		\$	\$

(Do not fill out Columns 2, 4, and Section 4 when Rates shown in Columns 1, 3 and Section 3 include theatre screening charge(s).)

2. Start service on or about as soon as possible and ship to theatre(s) for screening every other week until you have

rendered 36 actual weeks of service, same to be rendered over a period of Twelve months.

3. For film service as ordered, we agree to pay you \$ 6.00 per week of service, payable every four weeks in advance.

4. ~~In addition to the amount to be paid to you, we agree to pay to the theatre(s) for screening service \$ per week of screening~~

5. If one or more of the theatres named above should close you are to continue service to the open theatre(s) according to the above service schedule and we agree to pay the individual rate(s) for such theatre(s) instead of the average rate(s) as shown herein.

6. In addition please design and produce for us one special Individual name trailer from attached printed and spoken copy and in full payment for which we inclose herewith \$ 2.00

7. It is understood and agreed: (1) Advertiser will accept without extra cost additional service in full substitution for any error in service. (2) MPA will render service in accordance with the above schedule except under circumstances beyond its control, such as fires, strikes, theatre closings, refusal of theatre(s) to display, etc., in which event MPA may resume service upon return to normal conditions. (3) In consideration of the low rate charged hereunder compared with rate charged national advertisers for service in said theatre(s), Advertiser agrees that whenever MPA desires to use for national advertisers the screen space covered by this order MPA shall be entitled to do so provided that MPA shall not suspend Advertiser's service for a period exceeding two consecutive weeks and will allow a pro-rata credit for any service thus omitted. (4) There are no oral or written conditions or agreements other than those printed or written herein. (5) This contract is not subject to cancellation. (6) This contract is binding upon MPA when accepted at its home office.

8. Remarks Service to be suspended when Charles

National Film are Ruined. Excludes on Automobiles

Salesman A. G. Halloran Signed Charles N. Motyle  
Accepted and Countersigned: (Advertiser's Firm Name)

NEW ORLEANS, LA., 19 By J. H. ...  
MOTION PICTURE ADVERTISING SERVICE CO., INC.

By \_\_\_\_\_ Address \_\_\_\_\_  
Authorized Officer

No other Automobiles Screen to be shown on Fairhope Theatre

Motion Picture Advertising  
 Service Co., Inc.  
 1032 CARONDELET ST.  
 New Orleans, Louisiana

"Screen Broadcasts"  
 A MERCHANDISING  
 ADVERTISING  
 SOUND FILM  
 SERVICE

EX A Dept  
 MR Frank  
 SERIAL B NO 29964

City Fairhope State Ala Date Sept 1906 1940

1. Please furnish for us, the undersigned, your series of advertising films featuring

CHEVORLET

without change ( )

(Specify number and name of business classification)

or eliminating ( ) to be shipped to

(Specify by series number)

the theatre(s) named below for screening and according to the further agreements contained herein:

THEATRE	LOCATION	INDIVIDUAL RATES		AVERAGE RATES	
		(1) Per week of Service to MPA	(2) Per week Screen- ing to Theatre	(3) Average Rate Per week of Service to MPA	(4) Average Rate Per week Screen- ing to Theatre(s)
<u>FAIRHOPE</u>	<u>FAIRHOPE ALA</u>	<u>6.00</u>		\$	\$

(Do not fill out Columns 2, 4, and Section 4 when Rates shown in Columns 1, 3 and Section 3 include theatre screening charge(s).)

2. Start service on or about August 2, 1940, and ship to theatre(s) for screening until you have rendered 52 actual weeks of service, same to be rendered over a period of 12 months. (Write out service schedule)

3. For film service as ordered, we agree to pay you \$ 6.00 per week of service, payable every four weeks in advance.

4. ~~In addition to the amount to be paid to you, we agree to pay to the theatre(s) for screening service \$ per week of screening.~~

5. If one or more of the theatres named above should close you are to continue service to the open theatre(s) according to the above service schedule and we agree to pay the individual rate(s) for such theatre(s) instead of the average rate(s) as shown herein.

6. In addition, please design and produce for us one special Individual name trailer from attached printed and spoken copy and in full payment for which we inclose herewith \$ 1.00.

7. It is understood and agreed: (1) Advertiser will accept without extra cost additional service in full substitution for any error in service. (2) MPA will render service in accordance with the above schedule except under circumstances beyond its control, such as fires, strikes, theatre closings, refusal of theatre(s) to display, etc., in which event MPA may resume service upon return to normal conditions. (3) In consideration of the low rate charged hereunder compared with rate charged national advertisers for service in said theatre(s), Advertiser agrees that whenever MPA desires to use for national advertisers the screen space covered by this order MPA shall be entitled to do so provided that MPA shall not suspend Advertiser's service for a period exceeding two consecutive weeks and will allow a pro-rata credit for any service thus omitted. (4) There are no oral or written conditions or agreements other than those printed or written herein. (5) This contract is not subject to cancellation. (6) This contract is binding upon MPA when accepted at its home office.

8. Remarks \_\_\_\_\_

(Executed in Duplicate)  
 Salesman Hugh B. Hallen Signed Kumon Motor Co.  
 Accepted and Countersigned: \_\_\_\_\_ (Advertiser's Firm Name)

NEW ORLEANS, LA., 10/1/41 19 41 By [Signature]  
 MOTION PICTURE ADVERTISING SERVICE CO., INC.

By [Signature] Address \_\_\_\_\_  
 Authorized Officer

*Motion Picture Ad. Co. vs. J. J. Klump*

**JURY LIST — FALL TERM — FIRST WEEK  
November 3, 1941**

1. Tillman Allen, Farmer, Gateswood.
- ~~2. George W. Miller, Laborer, Bay Minette.~~
3. Lester D. Linden, Farmer, Silverhill.
- ~~4. John T. Hadley, Laborer, Foley. P5~~
- ~~5. Thomas S. Bryars, Farmer, Latham.~~
- ~~6. Thomas B. McGowan, Cattleman, Tensaw.~~
- ~~7. Silas D. Powers, Farmer, Bon Secour. P2~~
- ~~8. Walter T. Nall, Farmer, Foley.~~
- ~~9. William C. Hobbs, Filling Station Operator, Bay Minette.~~
- ~~10. Ernest D. Corte, Produce, Daphne. P3~~
11. Mack Aylin, Forrester, Bay Minette.
- ~~12. Joseph B. Smith, Surveyor, Tensaw.~~
- ~~13. Charles J. Ebert, Real Estate, Foley.~~
14. Walter M. Richerson, Merchant, Stockton.
- ~~15. Harold J. Miller, Mechanic, Fairhope.~~
16. Frank T. Peterson, Farmer, Gateswood.
- ~~17. Daniel Hall, Farmer, Tensaw. P1 P4~~
- ~~18. Thomas R. Dean, Farmer, Babon. P4~~
- ~~19. Harold A. Stuart, Cleaner and Presser, Bay Minette. P4~~
- ~~20. Ernest Howell, Carpenter, Foley.~~
- ~~21. Frank A. McKenzie, Farmer, Fairhope. P1~~
- ~~22. Young A. Cox, Merchant, Stockton. P2~~
- ~~23. John Lindsey, Machinist, Foley.~~
- ~~24. Hunter H. Nixon, Hardware, Bay Minette.~~
- ~~25. La Velle Ferguson Jr., Timber, Latham.~~
26. John E. Smith, Filling Station Operator, Bay Minette.
27. William A. Vines, Turpentine Operator, Bay Minette.
- ~~28. Leonard J. Hooper, Newport, Bay Minette.~~
- ~~29. P. Grey Gane, Oil Agent, Bay Minette.~~
- ~~30. Jesse W. Joyner, Filling Station Operator, Bay Minette. P6~~
- ~~31. John N. Standard, Merchant, Bay Minette. P5~~
32. J. Frank Knowles, Newport, Bay Minette.
33. Clyde N. Little, Mechanic, Bay Minette.
- ~~34. Virgil V. Rhodes, Dairyman, Bay Minette. P3~~
- ~~35. Jesse M. Smith, Real Estate, Bay Minette.~~
36. Neal H. McDuffie, Cafe Operator, Bay Minette.
- ~~37. Clinton L. White, Cashier, Bay Minette.~~
38. Norvelle Lee Cabaniss, Farmer, Bay Minette.
39. Alfred Billy, Barber, Bay Minette.
- ~~40. Harry T. Corley, Dairyman, Bay Minette.~~
- ~~41. George T. Byrne, Salesman, Bay Minette.~~



*P6 / III*  
*P5 - / III*



# Jury List, First Week

Spring Term, April 12th, 1943

No.	Name	Occupation	Address
1	Tilman Allen,	Farmer,	Gateswood
2	Willie Hec. McMillan,	mechanic,	Stockton
<del>3</del>	<del>Jack T. Catrett,</del>	<del>mechanic,</del>	<del>Stockton</del> P2 P1
<del>4</del>	<del>Raymond Dubrook,</del>	<del>laundry,</del>	<del>Fairhope</del>
<del>5</del>	<del>Harold B. McGill,</del>	<del>merchant,</del>	<del>Perdido</del> D1
6	Paul W. McMillan,	mechanic,	Stockton
<del>7</del>	<del>H. Pete Jones,</del>	<del>merchant,</del>	<del>Bay Minette</del> D8
<del>8</del>	<del>Robert C. Catrett,</del>	<del>farmer,</del>	<del>Stockton</del> P4 P7
<del>9</del>	<del>Reginald Rex Dohive, Sr.,</del>	<del>butcher,</del>	<del>Loxley</del>
10	Abel G. Berga,	farmer,	Daphne
11	Joe Byrd,	farmer,	Stapleton
<del>12</del>	<del>Eugie Metcalf,</del>	<del>farmer,</del>	<del>Foley</del> P5
13	William B. Collins,	fisherman,	Foley
14	Louis Swoboda,	farmer,	Silverhill
15	J. Lee Palmer,	farmer,	Robertsdale
<del>16</del>	<del>Percy Clark,</del>	<del>laborer,</del>	<del>Stockton</del> D2
<del>17</del>	<del>James A. Sims,</del>	<del>timber,</del>	<del>Rahon</del> D4
<del>18</del>	<del>Robert A. Smith,</del>	<del>timber,</del>	<del>Latham</del> 96
<del>19</del>	<del>Daniel O. Hall,</del>	<del>farmer,</del>	<del>Tensaw</del> 93 P6
<del>20</del>	<del>Thomas B. McGowan,</del>	<del>sattleman,</del>	<del>Latham</del>
21	Claire W. Locke,	farmer,	Tensaw
22	La Velle Ferguson,	timber,	Latham
<del>23</del>	<del>Charles A. Dean,</del>	<del>farmer,</del>	<del>Stapleton</del> D7
<del>24</del>	<del>Irby E. Heaton,</del>	<del>naval stores,</del>	<del>Bay Minette</del> P3
25	Joe Rybar,	farmer,	Silverhill
<del>26</del>	<del>William G. Hobbs,</del>	<del>filling station operator,</del>	<del>Bay Minette</del> D5
27	Archie Walters,	farmer,	Bon Secour

28 / III III  
 27 / III II

To: Motion Picture Advertiser  
 Service Co., Inc.  
 2301 TULANE AVENUE  
 NEW ORLEANS, LOUISIANA

RECHANDISE  
 ADVERTISING  
 SERIAL No 9360  
 SOUND FILM  
 SERVICE

City FAIRHOPE State ALA Date April 14, 1936

1. Please furnish for us, the undersigned, your series of advertising films featuring

PREVORRE T

(Specify number and name of business classification)

without change ( )

or eliminating ( ) (Specify by series number)

to be shipped to the theatre(s) named below for screening and according to the further agreements contained herein:

THEATRE	LOCATION	INDIVIDUAL RATES		AVERAGE RATES	
		(1) Per week of Service to MPA	(2) Per week Screening to Theatre	(3) Average Rate Per week of Service to MPA	(4) Average Rate Per week Screening to Theatre(s)
<u>PLAYHOUSE</u>	<u>FAIRHOPE ALA</u>	<u>5.50</u>		\$	\$

(Do not fill out Columns 2, 4 and Section 4 when Rates shown in Columns 1, 3 and Section 3 include theatre screening charge(s).)

2. Start service on or about May 15, 1936 and ship to theatre(s)

for screening every other week until you have rendered 26 actual weeks of service. (Write out service schedule)

3. For film service as ordered, we agree to pay you \$ 5.50 per week of service, payable every four weeks in advance.

4. In addition to the amount to be paid to you, we agree to pay to the theatre(s) for screening service \$ per week of screening

5. If one or more of the theatres named above should close, you are to continue service to the open theatre(s) according to the above service schedule and we agree to pay the individual rate(s) for such theatre(s) instead of the average rate(s) as shown herein.

6. In addition, please design and produce for us and special individual name trailer from attached printed and spoken copy and in full payment for which we include herewith

7. It is understood and agreed: (1) Advertiser will accept without extra cost additional service in full substitution for any error in service. (2) MPA will render service in accordance with the above schedule except under circumstances beyond its control, such as fires, strikers, theatre closings, refusal of theatre(s) to display, etc., in which event MPA may resume service upon return to normal conditions. (3) In consideration of the low rate charged hereunder compared with rate charged national advertisers for service in said theatre(s), Advertiser agrees that whenever MPA desires to use for national advertisers the screen space covered by this order MPA shall be entitled to do so provided that MPA shall not suspend Advertiser's service for a period exceeding two consecutive weeks and will allow a pro-rata credit for any service thus omitted. (4) There are no oral or written conditions or agreements other than those printed or written herein. (5) This contract is not subject to cancellation. (6) This contract is binding upon MPA when accepted at its home office.

8. Remarks

Salesman [Signature] Accepted and Countersigned: [Signature] Signed KUMPP MOTOR CO (Advertiser's Firm Name)

NEW ORLEANS, LA. 1936 By [Signature]  
 MOTION PICTURE ADVERTISING SERVICE CO., INC.

By \_\_\_\_\_ Address \_\_\_\_\_

**Motion Picture Advertising Service Co., Inc.**

233 1/2 TULANE AVENUE  
NEW ORLEANS, LOUISIANA

SOUND SERVICE

SERIAL N<sup>o</sup> 9393

City Fairhope State Ala Date Aug 18 1936

1. Please furnish for us, the undersigned, your series of advertising films featuring

Charley using Fregadain's Quarts without change ( )  
(Specify number and name of business classification)

or eliminating ( ) to be shipped to

(Specify by series number)

the theatre(s) named below for screening and according to the further agreements contained herein:

THEATRE	LOCATION	INDIVIDUAL RATES		AVERAGE RATES	
		(1) Per week of Service to MPA	(2) Per week Screening to Theatre	(3) Average Rate Per week of Service to MPA	(4) Average Rate Per week Screening to Theatre(s)
<u>BITZ</u>	<u>Fairhope Ala</u>	<u>7.00</u>		\$	\$

(Do not fill out Columns 2, 4 & Section 4 when Rates shown in Columns 1, 3 and Section 3 include theatre screening charge(s).)

2. Start service on or about Aug 27, 1936 and ship to theatre(s) for screening every week until you have

(Write out service schedule)

rendered 52 actual weeks of service.

3. For film service as ordered, we agree to pay you \$ 7.00 per week of service, payable every four weeks in advance.

4. In addition to the amount to be paid to you, we agree to pay to the theatre(s) for screening service \$ 7.00 per week of screening.

5. If one or more of the theatres named above should close you are to continue service to the open theatre(s) according to the above service schedule and we agree to pay the individual rate(s) for such theatre(s) instead of the average rate(s) as shown herein.

6. In addition, please design and produce for us one special individual using trailer from attached printed and spoken copy and in full payment for which we inclose herewith \$

7. It is understood and agreed: (1) Advertiser will accept without extra cost additional service in full substitution for any error in service. (2) MPA will render service in accordance with the above schedule except under circumstances beyond its control, such as fires, strikes, theatre closings, refusal of theatre(s) to display, etc., in which event MPA may resume service upon return to normal conditions. (3) In consideration of the low rate charged hereunder compared with rate charged national advertisers for service in said theatre(s), Advertiser agrees that whenever MPA desires to use for national advertiser the screen space covered by this order MPA shall be entitled to do so provided that MPA shall not suspend Advertiser's service for a period exceeding two consecutive weeks and will allow a pro-rata credit for any service thus omitted. (4) There are no oral or written conditions or agreements other than those printed or written herein. (5) This contract is not subject to cancellation. (6) This contract is binding upon MPA when accepted at its home office.

8. Remarks

See some trucks you are now running in Fairhope

(Executed in Duplicate)

Salesman Hugh E. Hollen

Signed KUMPP MOTOR CO

Accepted and Countersigned:

(Advertiser's Firm Name)

NEW ORLEANS, LA. 193. By  
MOTION PICTURE ADVERTISING SERVICE CO., INC.

By Address

Authorized Office.

Motion Picture Advertising

"Screen Broadcasts"

Service Co., Inc.

A MERCHANDISING

1032 CARONDELET ST.

ADVERTISING

New Orleans, Louisiana

SOUND FILM

SERVICE

SERIAL B

No: 29964

City FAIRHOPE

State ALA

Date Sept 19th 1940

1. Please furnish for us, the undersigned, your series of advertising films featuring

CHEVORLET

without change ( )

(Specify number and name of business classification)

or eliminating ( ) to be shipped to

(Specify by series number)

the theatre(s) named below for screening and according to the further agreements contained herein:

THEATRE	LOCATION	INDIVIDUAL RATES		AVERAGE RATES	
		(1) Per week of Service to MPA	(2) Per week Screen- ing to Theatre	(3) Average Rate Per week of Service to MPA	(4) Average Rate Per week Screen- ing to Theatre(s)
FAIRHOPE	FAIRHOPE ALA	6.00		\$	\$

(Do not fill out Columns 2, 4, and Section 4 when Rates shown in Columns 1, 3 and Section 3 include theatre screening charge(s).)

2. Start service on or about Repeared, 1940, and ship to theatre(s)

for screening Evening other weeks until you have

(Write out service schedule)

rendered 52 actual weeks of service, same to be rendered over a period of Twelve months.

3. For film service as ordered, we agree to pay you \$ 6.00 per week of service, payable every four weeks in advance.

4. ~~In addition to the amount to be paid to you, we agree to pay to the theatre(s) for screening service \$ 11 per week of screening.~~

5. If one or more of the theatres named above should close you are to continue service to the open theatre(s) according to the above service schedule and we agree to pay the individual rate(s) for such theatre(s) instead of the average rate(s) as shown herein.

6. In addition, please design and produce for us one special Individual name trailer from attached printed and spoken copy and in full payment for which we inclose herewith \$ P.R.

7. It is understood and agreed: (1) Advertiser will accept without extra cost additional service in full substitution for any error in service. (2) MPA will render service in accordance with the above schedule except under circumstances beyond its control, such as fires, strikes, theatre closings, refusal of theatre(s) to display, etc., in which event MPA may resume service upon return to normal conditions. (3) In consideration of the low rate charged hereunder compared with rate charged national advertisers for service in said theatre(s), Advertiser agrees that whenever MPA desires to use for national advertisers the screen space covered by this order MPA shall be entitled to do so provided that MPA shall not suspend Advertiser's service for a period exceeding two consecutive weeks and will allow a pro-rata credit for any service thus omitted. (4) There are no oral or written conditions or agreements other than those printed or written herein. (5) This contract is not subject to cancellation. (6) This contract is binding upon MPA when accepted at its home office.

8. Remarks \_\_\_\_\_

(Executed in Duplicate)

Salesman Hugh E. Hollen Signed KUMPP MOTOR CO.

Accepted and Countersigned: \_\_\_\_\_ (Advertiser's Firm Name)

NEW ORLEANS, LA., \_\_\_\_\_ 19 \_\_\_\_\_ By [Signature]

MOTION PICTURE ADVERTISING SERVICE CO., INC.

By \_\_\_\_\_ Address \_\_\_\_\_

Authorized Officer

To: Motion Picture Advertising  
 Service Co. Inc.  
 1032 CARondeLET ST.  
 New Orleans, Louisiana

"Screen Broadcasts"  
 A MERCHANDISING  
 ADVERTISING  
 SOUND FILM  
 SERVICE

*out and done*

SERIAL B No 29965

City FAIR HOPE State ALA

Date Sept 19th 1940

Please furnish for us, the undersigned, your series of advertising films featuring

Chevrolet

without change ( )

(Specify number and name of business classification)

or eliminating ( ) \_\_\_\_\_ to be shipped to

(Specify by series number)

the theatre(s) named below for screening and according to the further agreements contained herein:

INDIVIDUAL RATES AVERAGE RATES

THEATRE	LOCATION	INDIVIDUAL RATES		AVERAGE RATES	
		(1) Per week of Service to MPA	(2) Per week Screening to Theatre	(3) Average Rate Per week of Service to MPA	(4) Average Rate Per week Screening to Theatre(s)
<u>PALM</u>	<u>FOLEY ALA</u>	<u>6.00</u>		\$ _____	\$ _____
				\$ _____	\$ _____

(Do not fill out Columns 2, 4, and Section 4 when Rates shown in Columns 1, 3 and Section 3 include theatre screening charge(s).)

2. Start service on or about as soon as possible, and ship to theatre(s) for screening every other week until you have rendered 12 actual weeks of service, same to be rendered over a period of twelve months.

3. For film service as ordered, we agree to pay you \$ 6.00 per week of service, payable every four weeks in advance.

4. ~~In addition to the amount to be paid to you, we agree to pay to the theatre(s) for screening service \$ \_\_\_\_\_ per week of screening.~~

5. If one or more of the theatres named above should close you are to continue service to the open theatre(s) according to the above service schedule and we agree to pay the individual rate(s) for such theatre(s) instead of the average rate(s) as shown herein.

6. In addition, please design and produce for us one special Individual name trailer from attached printed and spoken copy and in full payment for which we inclose herewith \$ \_\_\_\_\_.

7. It is understood and agreed: (1) Advertiser will accept without extra cost additional service in full substitution for any error in service. (2) MPA will render service in accordance with the above schedule except under circumstances beyond its control, such as fires, strikes, theatre closings, refusal of theatre(s) to display, etc., in which event MPA may resume service upon return to normal conditions. (3) In consideration of the low rate charged hereunder compared with rate charged national advertisers for service in said theatre(s), Advertiser agrees that whenever MPA desires to use for national advertisers the screen space covered by this order MPA shall be entitled to do so provided that MPA shall not suspend Advertiser's service for a period exceeding two consecutive weeks and will allow a pro-rata credit for any service thus omitted. (4) There are no oral or written conditions or agreements other than those printed or written herein. (5) This contract is not subject to cancellation. (6) This contract is binding upon MPA when accepted at its home office.

8. Remarks \_\_\_\_\_

(Executed in Duplicate)  
 Salesman Hugh E. Fallon Signed KLUMPP CHEVORLET CO.  
 Accepted and Countersigned: \_\_\_\_\_ (Advertiser's Firm Name)

NEW ORLEANS, LA., \_\_\_\_\_ 19 \_\_\_\_\_ By [Signature]  
 MOTION PICTURE ADVERTISING SERVICE CO., INC.

By \_\_\_\_\_ Address \_\_\_\_\_  
 Authorized Officer

To: Motion Picture Advertising Service Co., Inc.  
 1032 CARONDELET ST.  
 New Orleans, Louisiana

"Screen Broadcasts"  
 A MERCHANDISING  
 ADVERTISING  
 SOUND FILM  
 SERVICE  
 SERIAL E N<sup>o</sup> 2034 E  
 71 week \$12/v1  
 5 to 50-

City Foley State ALA Date Oct 18th 1941

1. Please furnish for us, the undersigned, your series of advertising films featuring

Character Service without change ( )  
 (Specify number and name of business classification)

or eliminating ( ) to be shipped to  
 (Specify by series number)  
 the theatre(s) named below for screening and according to the further agreements contained herein:

TOWN	THEATRE	Schedule Frequency (Fill in every week or every other week)	Weeks of Service this Theatre	Rate Per Week of Service	TOTAL
<u>FOLEY ALA</u>	<u>FOLEY</u>	<u>EVERY OTHER WEEK</u>	<u>26</u>	<u>6.00</u>	<u>\$ 156.00</u>
					\$
					\$
					\$
SHORT TERM FEE OF \$15.00 IF ORDER FOR LESS THAN 26 WEEKS SERVICE					\$
SPECIALLY WORDED SIGNATURE TRAILER TALKS @ \$3.50 EACH					\$
DEALER'S SIGNATURE TRAILERS PER COPY ATTACHED @ \$15.00 EACH					<u>Included</u>
TOTAL COST OF THIS ADVERTISING CAMPAIGN					<u>\$ 156.00</u>

2. We agree to pay the total sum \$ 156.00 set forth above in 13 monthly installments of \$ 12.00, payable monthly in advance.

3. Start service on or about Revenue "F" 1941, and ship to theatre(s) according to above service schedule and for the number of weeks of service specified above, same to be rendered over a period of 13 months.

4. If one or more of the theatres named above should close you are to continue service to the open theatre(s) according to the above service schedule and we agree to pay the individual rate(s) for such theatre(s) instead of the average rate(s) as shown herein.

5. It is understood and agreed: (1) Advertiser will accept without extra cost additional service in full substitution for any error in service. (2) MPA will render service in accordance with the above schedule except under circumstances beyond its control, such as fires, strikes, theatre closings, refusal of theatre(s) to display, etc., in which event MPA may resume service upon return to normal conditions. (3) In consideration of the low rate charged hereunder compared with rate charged national advertisers for service in said theatre(s), Advertiser agrees that whenever MPA desires to use for national advertisers the screen space covered by this order MPA shall be entitled to do so provided that MPA shall not suspend Advertiser's service for a period exceeding two consecutive weeks and will allow a pro-rata credit for any service thus omitted. (4) There are no oral or written conditions or agreements other than those printed or written herein. (5) This contract is not subject to cancellation. (6) This contract is binding upon MPA when accepted at its home office.

6. Remarks

Salesman Hugh E. Fallon Signed KLUMBER CHEVROLET CO  
 Accepted and Countersigned: (Advertiser's Firm Name)

NEW ORLEANS, LA. 19 By J. N. Vasserman  
 MOTION PICTURE ADVERTISING SERVICE CO., INC.

# APPLICATION FOR POSTAL REGISTRATION AND CERTIFICATE OF DECLARED VALUE OF MATTER SUBJECT TO POSTAL SURCHARGE

(No collection of surcharge is required on international registered mail)

The undersigned sender hereby applies for the registration of the articles described on this sheet and certifies that the amounts of the declared values set forth on the sheet are the full values of the articles listed, or the known or estimated cost of duplication in the case of nonnegotiable securities and that the amounts of commercial insurance placed on the matter to be registered as stated on this sheet are also correct.

*Mrs. Viola Ramsey*  
(Signature of sender)

RECEIVED from *B. S. Lynch - Orient Club* the following-described  
pieces of *Registered* mail.  
(Insert "Registered" or "Registered C. O. D.")

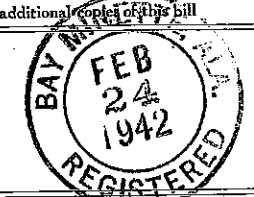
NOTE.—Additional receipted copies of this bill will be furnished as certificates of mailing only, upon payment of one cent for each article listed on each additional copy of the bill. Claims for indemnity may not be paid unless articles are properly packed and indorsed, and unless claims are filed within the prescribed time limits. (See postmaster for detailed information.)

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)
NUMBER OF ARTICLES	NAME OF ADDRESSEE, STREET, AND POST OFFICE ADDRESS	CLASS	Postage (exclusive of other charges or fees)	Registry fee	Fee paid for return receipt	Special delivery fee	Amount due sender if C. O. D.	*Indorsement on article if fragile	Delivery restricted—Fee paid	Value of any contents on which surcharge is based on value only or value and length of haul instead of cost of duplication. If of no value, so state	Known or estimated cost of duplication of contents on which surcharge is based on cost of duplication, as distinguished from the full value	Total of items 11 and 12	Total surcharge on entire contents of article	Total contents covered by commercial insurance in amount of—	Remarks
152	<i>Richard C. Fernandez</i>														
2	<i>303 Interstate Bank Bldg</i>														
3	<i>New Orleans La</i>	<i>1</i>	<i>3</i>	<i>15</i>	<i>3</i>				<i>10</i>						
4															
5															
6															
7															
8															
9															
10															
11															
12															
13															
14															
15															
16															

Mark "F" if "Fragile."  
NOTE.—Diagonal mark must be drawn through lines not used.

Total number of pieces listed by sender *One* (Write number here in words)  
Total number of pieces received at post office *1* Postmaster, per *E. V. Beck* (Name of receiving employee)

Affix stamp here for additional copies of this bill



Postmark and date of receipt

Motion Picture Advertising Service Co.

a Corporation, Plaintiff.

vs.

In Circuit Court of Baldwin County,  
Alabama.

T. J. Klumpp individually  
and doing business as Klumpp  
Motor Co., Defendant.

Comes the plaintiff in the above entitled cause and as replications  
to pleas A and B, separately and severally alleges and states.

First.

Plaintiff joins issue on said pleas, and states that the allegations  
of said pleas are untrue.

Second.

Plaintiff alleges that at no time since the filing of the suit in this  
cause has plaintiff entered into a new contract in full satisfaction  
and accord of the demand sued for nor agreed to dismiss the cause, and  
that defendant has not made any such contract with plaintiff as alleged  
in said pleas, neither has plaintiff authorized any one to make such  
a contract and cancel the indebtedness sued for in said suit.

Third.

That defendant has never paid plaintiff anything on said suit since  
the filing of said suit and that defendant still owes plaintiff the  
amount sued for in said suit.



Attorney for Plaintiff.





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North Carolina

Official Register

State of North Carolina

Office of the Secretary of State  
Department of State  
Raleigh, N.C.

State of North Carolina

Department of State

Office of the Secretary of State

Department of State

Office of the Secretary of State

Department of State

