

598

CHASE BAG COMPANY,
a corporation,
Plaintiff,

vs.

L. T. RHODES,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

Comes the defendant in the above styled cause, and
answering plaintiff's complaint and each count thereof, separ-
ately and severally, says, that the matters therein alleged are
untrue.

Robert Hall
W C Zeeb
Attorneys for Defendant.

RECORDED

CHASE BAG COMPANY,
a corporation,
Plaintiff,

vs.

L. T. RHODES,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

A N S W E R

Filed July 1, 1940

R. S. Mena

Clerk.

STATE OF ALABAMA :
BALDWIN COUNTY :

To any sheriff of the State of Alabama.

You are hereby commanded to summon L. T. Rhodes, to appear within thirty days from the service of this writ in the Circuit Court, to be held for said county at the place of holding the same, then and there to answer the complaint of Chase Bag Co., a corporation.

Witness my hand, this 26 day June, 1940.

R. S. Lusk
Clerk of the Circuit Court.

CHASE BAG CO., a corporation,	:	
	:	
Plaintiff,	:	IN THE CIRCUIT COURT OF
	:	
-Vs-	:	
	:	
L. T. RHODES,	:	
	:	
Defendant.	:	BALDWIN COUNTY, ALABAMA.

1. Plaintiff claims of the defendant the sum of \$1,434.85, due from him for merchandise, goods and chattels sold by the plaintiff to the defendant, to-wit, during the month of May, 1939, which sum of money, together with interest thereon, is still unpaid.
 2. Plaintiff claims of the defendant the sum of \$1,434.85, due from him by account stated between plaintiff and defendant on, to-wit, July 1st, 1939, which sum of money, together with interest thereon, is still due and unpaid.
 3. Plaintiff claims of the defendant the sum of \$1,434.85, due from him by account on, to-wit, July 1st, 1939, which sum of money, together with interest thereon, is still unpaid.
- The account sued on is evidenced by itemized, verified statement filed with this complaint.

Sidney A. Gray
Attorney for Plaintiff

Defendant's address:
Bay Minette, Alabama.

NEW YORK
STATE OF ALABAMA }
COUNTY OF MOBILE }

Before me, the undersigned authority, personally appeared C. S. SHELDON

known to me, who being duly sworn, upon his oath states that he is TREASURER
of CHASE BAG COMPANY, 155 EAST 44TH STREET, NEW YORK, NEW YORK

a corporation organized and doing business under the laws of THE STATE OF DELAWARE
a partnership composed of _____

_____ a sole trader doing business as _____

and that as such he makes this affidavit: that he is familiar with the books and business of said _____

CHASE BAG COMPANY

that the attached account against L. T. RHODES, BAY MINETTE, ALABAMA
is just and correct, and within the personal knowledge of this affiant; that the items thereon stated and composing the
said account were sold and delivered to said L. T. RHODES, BAY MINETTE, ALABAMA

at the special instance and request of said debtor, and that credit has been duly given for all payments and just and
lawful offsets to which said account is entitled as thereon stated, and that the balance thereof, amounting to the sum of
ONE THOUSAND FOUR HUNDRED THIRTY FOUR DOLLARS 85/100 Dollars (\$ 1,434.85) with interest
from July 1 1939, is justly due and remains unpaid.

Sworn to and subscribed before me on this the 22nd day of April 1940.

C. S. SHELDON

Printed and For Sale By
Gill Ptg. & Sta. Co., Mobile

CARLETON F. ESERT
Notary Public, Queens Co. No. 435
Cert. filed in N. Y. Co. No. 35, Reg. No. 1523
Commission Expires March 30, 1941

Carlton F. Esert
CARLETON F. ESERT
Notary Public, Queens Co. No. 435
Cert. filed in N. Y. Co. No. 35, Reg. No. 1523
Commission Expires March 30, 1941

NEW ORLEANS, LA.

March 15, 1940

IN
ACC'T.
WITH

L. T. RHODES
BAY MINETTE
ALABAMA

	DATE	
	<p><u>1939</u></p> <p>5/19</p> <p>5/26</p> <p>5/31</p> <p>5/31</p> <p>5/31</p>	<p>Invoice No. 2275 - 1% 10 N 30 - \$ 209.21</p> <p>" " 2375 - " - 307.85</p> <p>" " 2479 - " - 513.79</p> <p>" " 2480 - " - 202.00</p> <p>" " 2498 - " - <u>202.00</u></p> <p>TOTAL - \$1,434.85</p>

STATEMENT

PLEASE REMIT TO THE ABOVE BRANCH IN FUNDS COLLECTABLE AT PAR.
THE AMOUNT SHOWN ON THIS STATEMENT IS THE BALANCE DUE.
INTEREST CHARGED ON PAST DUE ACCOUNTS.

CHASE BAG CO.

ESTABLISHED 1847

INVOICE No. 2275

OUR ORDER NO. 69334

DATE SHIPPED 5/19/39

DATE RECD.

5/18/39

NEW ORLEANS, LA

May 19, 1939

"Bags of All Kinds"

SOLD TO

L T RHODES
BAY MINETTE ALA

CUSTOMER'S NO.

5/16/39

SHIPPED TO

SAME c/o FARMERS MUTUAL COOP ASSN
FOLEY ALABAMA

ADDRESS

1% 10 DAYS NET 30 DAYS CONTRACT
FOB N O FRT PREPAID NO.

VIA

TRUCK M & A TERMS

SALESMAN

QUANTITY	DESCRIPTION	PRICE	AMOUNT	TOTAL
2,002	GREEN SAXOLIN OPEN MESH CORN BAGS 32/45 WET PACK PRINTED FACE 1 COLOR BLACK 1 1/3 BU RHODES GREEN CORN	104.50 M		209.21

CHASE BAG CO.

ESTABLISHED 1847

NEW ORLEANS, LA.

INVOICE No. 2375

OUR ORDER NO. 69444 A

DATE SHIPPED 5/25/39

DATE RECD.

5/24/39

MAY 26 1939

SOLD
TO

L T RHODES

BAY MINETTE ALA

"Bags of all Kinds"

SHIPPED TO SAME C/O FARMERS MUTUAL COOP ASSN

CUSTOMER'S
NO.

FOLEY ALABAMA

1% 10 DAYS NET 30 DAYS

ADDRESS

FOB N O FRT PREPAID CONTRACT

NO.

VIA

TERMS

SALESMAN

QUANTITY	DESCRIPTION	PRICE	AMOUNT	TOTAL
3,048	GREEN SAXOLIN OPEN MESH CORN BAGS 32/45 WET PACK PRINTED FACE 1 COLOR BLACK 1 1/3 BU RHODES GREEN CORN	101.00 M		307.85

N. B. -- ITEMS NOT EXTENDED OR SHORT ORIGINAL QUANTITY ARE BACK ORDERED, AND WILL BE SHIPPED LATER.

PAYMENT TO BE MADE IN FUNDS PAYABLE AT PAR IN THIS CITY.

CHASE BAG CO.

ESTABLISHED 1847

NEW ORLEANS, LA

INVOICE No. 2479

OUR ORDER NO. 69520

DATE RECD. 5/29/39

May 31 1939

DATE SHIPPED 5/30/39

SOLD
TO

L T RHODES

BAY MINETTE ALABAMA

"Bags of all Kinds"

SHIPPED TO

SAME AT MOBILE ALABAMA

CUSTOMER'S
NO.

ADDRESS

10 BALES 2935#

CONTRACT
NO.

10 DAYS NET 30 DAYS

VIA

M & A

TERMS FOB N O FRET PAID

SALESMAN

QUANTITY	DESCRIPTION	PRICE	AMOUNT	TOTAL
5,087	GREEN SAXOLIN OPEN MESH CORN BAGS 32/45 WET PACK PRINTED FACE 1 COLOR BLACK 1 1/3 BU RHODES GREEN CORN	101.00 M		513.79

CHASE BAG CO.

ESTABLISHED 1847

INVOICE No. 2480

OUR ORDER NO. 69530

DATE RECD. 5/30/39

NEW ORLEANS, LOUISIANA

May 31 1939

DATE SHIPPED 5/30/39

SOLD
TO

L T RHODES
BAY MINETTE
ALABAMA

"Bags of all Kinds"

SHIPPED TO

CUSTOMER'S
NO.

ADDRESS

SAME AT MOBILE ALA

VIA

4 BALES

TERMS

1½ '10 DAYS NET 30 DAYS
FOB N O FRT PREPAID

CONTRACT
NO.

SALESMAN

QUANTITY	DESCRIPTION	PRICE	AMOUNT	TOTAL
2,000	GREEN SAXOLIN OPEN MESH CORN BAGS 32/45 WET PACK PRINTED FACE 1 COLOR BLACK 1 1/3 BU RHODES GREEN CORN	101.00 M		202.00

CHASE BAG CO.

ESTABLISHED 1847

NEW ORLEANS, LA.

INVOICE No. 2498

OUR ORDER NO. 69444

DATE SHIPPED 5/31/39

DATE RECD. 5/24/39

May 31 1939

SOLD TO

L T RHODES
BAY MINETTE ALABAMA

"Bags of all Kinds"

SHIPPED TO

SAME c/o FARMERS MUTUAL COOP ASSN
FOLEY ALABAMA

CUSTOMER'S NO.

ADDRESS

4 BALES

VIA M & A

1% 10 DAYS NET 30 DAYS NO.
TERMS FOB N O FRT PREPAID

CONTRACT

QUANTITY	DESCRIPTION	SALESMAN		
		PRICE	AMOUNT	TOTAL
2,000	GREEN SAXOLIN OPEN MESH CORN BAGS 32/45 WET PACK PRINTED FACE 1 COLOR BLACK 1 1/3 BU RHODES GREEN CORN	101.00		202.00

110

N. B. -- ITEMS NOT EXTENDED OR SHORT ORIGINAL QUANTITY ARE BACK ORDERED, AND WILL BE SHIPPED LATER.
PAYMENT TO BE MADE IN FUNDS PAYABLE AT PAR IN THIS CITY.

Executed June 26th 1940
by (serving copy of within Summons and
Complaint on

L.T. Rhodes

By *W.R. Stuart* Sheriff
A.P. Smith Deputy Sheriff

PAID TO ORDER

INVOICE NO. 2700

ONLY ORDER NO. 600077

DATE SHIPPED 6/27/40



Received in Sheriff Office
June 26th, 1940. W.R. Stuart
Sheriff

Filed June 26, 1940
R.S. Duck, Clerk

Summons & Complaint

598
RECORDED

Serve on
L.T. Rhodes

PAIDMENT TO BE MADE IN CASH OR BY CHECK TO THE ORDER OF THE SHERIFF'S OFFICE. NO CASH PAIDMENTS WILL BE ACCEPTED. NO CHECKS WILL BE CASHED. NO CASH PAIDMENTS WILL BE ACCEPTED. NO CHECKS WILL BE CASHED.

CHASE BAG COMPANY
PLAINTIFF

VERSUS

L. T. RHODES
DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW.

It is agreed by and between the parties to the said cause by their attorneys that the said cause be and is settled between the parties; the Defendant paying to the Plaintiff the sum of \$853.70 in full settlement of all demands by and against each of the said parties and the said L. T. Rhodes dismisses his count~~er~~ claims and recoupments and the Plaintiff dismisses his cause.

This the 4th day of April, 1944.

Hybart H. Hason
Attorneys for Plaintiff

George T. Hall
By J. C. Bebe
Attorneys for Defendant.

698

RECORDED

Agreement at Port

End Apr 7 1944
R. H. H. H.
H. H. H.

CHASE BAG CO., a corporation

Plaintiff,

VS

L. T. RHODES,

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

Comes the Defendant in the above styled cause and for further answer to Plaintiff's complaint and to each count thereof separately and severally says:

A. That the Plaintiff ought not to further prosecute this suit because, since the commencement of this suit and since the last continuance of this cause, the Defendant has delivered to the Plaintiff a number of sacks which were originally sold to the Defendant and which are the subject of this suit, and which were received and accepted by the Plaintiff in full satisfaction and accord of the demand sued on.

B. That the Plaintiff ought not to further prosecute this suit because, since the commencement of this suit and since the last continuance, the Defendant delivered to the Plaintiff between two thousand five hundred and three thousand (2,500 and 3,000) sacks which are the subject of this suit and ^{which} the Plaintiff then and there accepted in full accord and satisfaction of the demand sued on and ~~is~~ charged the Defendant from any and all liability thereon.

Beebe & Hall
by W. C. Beebe
Attorney for Defendant

598
Lund
Chase Mfg Co
Mr
L R Rhodes

Plas A, B

Filed Feb 26, 1942

Robert
Clark

CHASE BAG COMPANY

VS

L. T. RHODES

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

Comes the defendant in the above styled cause, and answering plaintiff's complaint and each account thereof, separately and severally, says:

1. That before the commencement of this suit, the plaintiff was indebted to the defendant in this: That defendant purchased of the plaintiff, who was a manufacturer of bags, a number of sasolin open mesh bags to be used as containers for the purchase shipment and sale of green field corn produced in Baldwin County for shipment and sale as roasting ears, and defendant specified that such bags must be of sufficient size to hold the same quantity of such corn as crates then used for such purpose, viz: one and one-third bushels; that plaintiff knew the purpose for which they were purchased and the use to which the same were to be put, and represented to the defendant that the same were one and one-third bushel bags and would hold the same quantity of corn as one and one-third bushel crates; that said representation was false in that the bags sold and delivered to defendant were not one and one-third bushel bags but were one bushel bags and which were known to the manufacturers and users of bags to be one bushel bags; that defendant had not theretofore used bags for such purpose and relied upon plaintiff's representation of said bags and accepted the same and used the same for containers in which to measure the purchase of corn and in which to ship and sell corn; that in using said bags to measure the purchase of corn from the producer, the defendant, relying upon and believing plaintiff's agent's representation that the bags shipped him would hold the same quantity of corn as one and one-third bushel crates, bought corn from the producers measured in such bags and paid them therefor on a basis of one and one-third bushels to be used in such purchase 5,563 of such bags, paying for corn contained therein \$3,980.36. Plaintiff knew the purpose for which the bags were purchased and to which the same would be put; it knew that defendant would use the bags as a unit of measurement to purchase corn from the producer and would pay him

therefore on a basis of one and one-third bushels to each bag and that he would ship corn therein and would represent the same to his trade as one and one-third bushels in each bag; that by the use of such bags containing one-fourth less than they were represented to contain, plaintiff overpaid the persons from whom he purchased such corn one-fourth of such gross sum, namely, \$995.09, and defendant was therein and thereby damaged by the misrepresentation of the plaintiff's agent as to the size of the said bags in the said sum of \$995.09 all of which defendant offers to set off against the demand of the plaintiff and prays judgement for the excess.

2. That the account sued on is for sasolin open-mesh corn bags sold by the plaintiff to the defendant; that the defendant at the time of the purchase of the said bags from the plaintiff, was engaged in business as a broker and in such business bought and sold green field corn; that it was the practice of defendant in buying and selling of such articles that the same should be bought and sold in one and one-third bushel crates; that the plaintiff was a manufacturer of bags and desired to introduce the bags for use as containers for the purchase and shipment of green field corn in Baldwin County, Alabama, and induced the defendant to buy such bags to assist the plaintiff to introduce the same for the said purpose. And defendant, upon the solicitation of the plaintiff as aforesaid, ordered bags from the plaintiff for such purpose and specified that such bags must be large enough to contain one and one-third bushels of corn; that the plaintiff shipped such bags to the defendant and represented to the defendant that the bags shipped would hold one and one-third bushels of green corn of the size and variety grown in Baldwin County, Alabama, and billed such bags to him as one and one-third bushel bags; that the defendant, relying upon such representation and believing the same to be true, accepted such bags and used the same for the purpose as containers in buying and selling green field corn in the said Baldwin County, Alabama; that believing said bags, when properly packed contained one and one-third bushels, he bought corn from the growers properly packed in said bags

and paid therefor on the basis of one and one-third bushels per sack and that he shipped said corn in such bags to market to his customers and represented to them that said bags contained one and one-third bushels of corn; that the representation made by the plaintiff to the defendant as aforesaid that the bags sold and delivered to the defendant would hold one and one-third bushels of green field corn of the size and variety grown in Baldwin County, was false and fraudulent in that said bags would, when properly packed, hold only one bushel of such corn; that when the said bags reached the purchaser from the defendant they were found to contain only one bushel of corn and the said corn so packed was rejected. Defendant was thereby damaged by virtue of the said representation of the said plaintiff which said representation was false and fraudulent in that the said bags were one bushel bags. Defendant was damaged in the following amounts, namely:

On car No. FG2248, shipped to the Atlantic Commission Company Incorporated, at Louisville, Kentucky, containing 450 bags, which car was rejected by said company because of shortage of corn in said bags and was only accepted by said Atlantic Commission Company after defendant made a reduction of 30% a sack because of the deficiency in quantity in said bags, making a total loss of \$135.00 on said car.

On car No. FG29229, shipped to the same company at Cincinnati Ohio, which car contained 428 bags on its destination was found to be short of the quantity of corn purported to be in said bags and was only accepted after the defendant had made a reduction proportionate to the shortage in bags of 15% a bag, making a total loss of \$74.05.

On car No. FGEX50526, shipped to W. T. Sistrunk & Co., at Louisville, Kentucky, containing 428 bags, which car was rejected by said company because of a shortage of one-fifth of the quantity of corn purporting to be in said bags, making a loss to defendant on said car of \$136.96.

On Car. No. FGEX19043, shipped to Kruger Grocery and Baking Company, of Louisville, Kentucky, which car was rejected by said company because of shortage of corn purporting to be in such bags and only accepted after defendant had made a reduction of \$50.00 on said car.

On car No. FGEX66091, shipped to Sanzone-Palmisano Company, of Cincinnati, Ohio, was rejected by said company because of a shortage of corn purporting to be in said bags and was only accepted after reduction of \$162.30 on car.

On car No. FGE31646, shipped to Mandell Brothers, Chicago, Illinois, which car was rejected because of deficiency of corn in said bags and only accepted after a reduction in price of \$273.35.

On car No. FGE34098 sold to R. A. Robinson & Sons of Kansas City, Missouri, which car containing 500 bags was rejected because of deficiency of quantity of corn in bags and only accepted after a reduction of \$238.38 was made.

On car No. FG50459 sold to R. A Robinson & Sons of Kansas, City, Missouri, which car, containing 500 bags was rejected because of a deficiency of quantity of corn in bags and only accepted after a reduction of \$125.00 was made.

That the bags in each of the aforesaid cars was properly packed and that the deficiency was due to the size of said bags; that the defendant was damaged in the aforesaid sums totaling \$1,195.04 which he offers to set up against the demand of the plaintiff and prays judgment for the excess.

3. Plaintiff ought not to further prosecute this suit because that at the time the plaintiff sold and delivered to the defendant the merchandise which is the basis of this suit, the plaintiff was a foreign corporation not organized under the laws of the State of Alabama and was doing business in the State of Alabama, and had not complied with the constitution and statutes made and provided authorizing foreign corporations to engage in business in the State of Alabama.

4. Plaintiff ought not to further prosecute this suit because at the time plaintiff sold and delivered to the defendant the goods, wares and merchandise which is the basis of this suit, the plaintiff was a foreign corporation organized in the laws of the State of Delaware and was engaged in doing business in the State of Alabama through and by its duly authorized agent and had not qualified under the laws of the State of Alabama to transact business in this state.

5. Plaintiff ought not to further prosecute this suit because at the time of the sale and delivery of the goods, wares and merchandise by the plaintiff sold to defendant, which is the basis of this suit, the plaintiff was a foreign corporation organized under the laws of the State of Delaware and had not qualified in the State of Alabama for transaction of business in the State of Alabama, and had at that time a resident agent in this state who was engaged in the business of selling and delivering plaintiff's goods, wares and merchandise and who did, in connection with the sale, delivery and use by this defendant of the goods, wares and merchandise, which is the basis of this suit, go on the platforms

of the defendant and pack corn in the said bags in an effort to make such bags hold one and one-third bushels and that under and as a part of the contract and agreement between the plaintiff and the defendant for the purchase and use of the said bags, the agent was to and did go on the platforms of the defendant and assist in the packing of corn in such bags so as to show to the defendant and to the defendant's employees the proper manner of packing corn in such bags; that the contract by and between the defendant and plaintiff acting through and by its agent, for the purchase and use of the said bags, was made in the State of Alabama and as part of the said contract for the sale and use of said bags was performed in the State of Alabama.

6. Defendant in answering the plaintiff's complaint further says that plaintiff ought not to further prosecute this suit because the account sued on was for Sasolin open-mesh corn bags which defendant purchased of plaintiff at plaintiff's solicitation for use as containers for the purchase, shipment and sale of green field corn produced in Baldwin County, Alabama; that plaintiff is and then was a manufacturer of sasolin open-mesh bags and desired to introduce them to the trade for such purpose and solicited defendant's use of them for such purpose and upon plaintiff's solicitation he bought of plaintiff's agent 14,137 bags and specified that such bags must hold the same as one and one-third bushels of green field corn of the kind and variety produced in Baldwin County, Alabama. The plaintiff sold to the defendant such bags in said number and represented to the defendant that such bags when properly packed would hold the same as one and one-third bushel crates and defendant, believing and relying upon such representation, as he had a right to do, bought such bags and used the same for the purpose of containers in the buying, shipping and selling of green field corn in Baldwin County, Alabama; that such representation was fraudulent and false in that said bags would not when properly packed hold the same as one and one-third bushels of green field corn, the kind and variety produced in Baldwin County, Alabama, and were not suited for the purpose for which the defendant bought the same and for which the plaintiff sold the same to this defendant; that upon the discovery by this

defendant that such bags were unfit for the purpose for which he purchased them, he advised the plaintiff and resended such purchase and offered to return such bags and plaintiff refused to receive them; that such bags were stamped for use as containers for the shipment of corn and were wholly unfit for use for any other purpose; that he now holds 6,000 of such bags and offers to return them to plaintiff;

7. That the matters therein alleged are untrue.

Beebe & Hall
by W C Beebe
att'y for deft.

1398
amb
Chase Bag Co
Mr
L. T. Rhodes

Pleas 1-7

Filed July 26, 1942

Respect-
Clerk

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

VS.

Defendant,

FIRST:

SECOND:

THIRD:

FOURTH:

FIFTH:

SIXTH:

SEVENTH:

From ought appearing the demonstration by the agent as to the packing of the sacks of corn was incident to a sale in

interstate commerce, and was not an act of doing business on the part of the Plaintiff in Alabama.

EIGHTH:

From ought appearing the act of the agent of the Plaintiff in demonstrating to Defendant's employees the proper manner of packing corn in the bags, was a transaction incident to a sale of the bags made in interstate commerce.

NINTH:

That if affirmatively appears that the Defendant had an opportunity of observing and seeing such sacks at the time that the Agent of the Plaintiff was demonstrating their capacity as to the amount of corn that could be packed in the same.

TENTH:

That if affirmatively appears that the Defendant at the time he purchased said sacks and the same were demonstrated to him, knew that said sacks would not have a capacity to hold one and one-third bushels of green corn.

ELEVENTH:

That it does not appear that the agent of the Plaintiff was duly authorized to make any representation as to the capacity of said sacks.

And Plaintiff further demurrs to pleas A and B separately and severally, and assigns as grounds therefor:-

FIRST:

That said plea does not state whether there was a controversy existing between the Plaintiff and Defendant as to Plaintiff's demand.

SECOND:

That there appears no consideration for the alleged accord and satisfaction.

THIRD:

That it appears the Defendant turned over to the Plaintiff a portion of the bags that he had bought from the Plaintiff.

(3)

FOURTH:

That it appears that Defendant surrendered to Plaintiff Plaintiff's property and no consideration is shown flowing from the Defendant for said accord and satisfaction.

Robert A. Shanon
Attorneys for Plaintiff.

RECORDED

DEMURRER.

CHASE BAG COMPANY, a
Corporation,

Plaintiff,


VS.

L. T. RHODES,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

FILED JANUARY 31 1944.


Clerk.

LAW OFFICES
HYBART & CHASON
Bay Minette, Alabama

CHASE BAG COMPANY,)	
a Corporation,)	
Plaintiff,)	IN THE CIRCUIT COURT OF
VS.)	
)	
L. T. RHODES.)	BALDWIN COUNTY, ALABAMA.
)	
Defendant.)	

Chase Bag Company, a corporation, Plaintiff in the above stated cause desiring the testimony of L. T. Rhodes, propounds to the said L. T. Rhodes the following Interrogatories as provided for in Title 7 Section 477 of the Code of Alabama:

FIRST INTERROGATORY:-

Please state your name, age and residence.

SECOND INTERROGATORY:-

In 1939 did you purchase from the Chase Bag Company any sacks for the purpose of shipping corn in them and, if so, how many sacks were purchased by you from them and what sizes? If you say you did, please give in detail how your order for these sacks was given to the Plaintiff. If you say that you purchased the same through an agent of the Plaintiff please give the name of the Agent and when and where you had this transaction with him. Is it not a fact that you telephoned your order to the Plaintiff for these sacks and advised the Plaintiff as to the size sack that you desired? Did you purchase any sacks for the shipping of corn in during the year 1937 from the Plaintiff? Is it not a fact that you purchased 2,000 sacks from the Plaintiff during the year 1937 in which you shipped green corn to the market? Did you have any complaint from your customers relative to the carrying capacity of the sacks purchased by you from the Plaintiff in 1937? Isn't it a fact that when you purchased the sacks involved in this suit from the Plaintiff in 1939 that you stated to the Plaintiff that you desired the same size sacks that you obtained from the Plaintiff in 1937 with the same markings on the same?

THIRD INTERROGATORY:-

Did an agent of the Plaintiff come to Baldwin County during the year 1937 or 1939 and during the time that the green

corn crop was being marketed and demonstrate to you or make an effort to demonstrate to you that said sacks would hold one and one-third bushels of green corn? If so, who was this agent? Was he duly authorized as an agent of the Plaintiff? If so, where and when was said demonstration made and who was present? How were the sacks purchased by you from the Plaintiff in 1939 delivered to you? Were they delivered by train or truck, and if by truck whose truck? When was said delivery of sacks in 1939 made to you? In what points in Baldwin County? Isn't it a fact that the first sacks delivered to you in 1939 consisted of about 2,000 in number and weren't these sacks known in the green corn trade as 36/46 in size? Isn't it a fact that in 1939 in placing your order you requested that the Plaintiff should ship to you sacks known in the trade as 32/45 and didn't the Plaintiff through its agent inform you at that time that he had no such sacks on hand but that he had sacks known in the trade as 36/46 which were larger sacks and that the Plaintiff then and there shipped you 2,000 of these last mentioned sacks? And isn't it a fact that a little bit later Plaintiff shipped you 5,000 of the sacks known in the trade as 36/46, and that in accordance with your request he later shipped you the sacks known in the trade as 32/45? Did you use the 7,000 36/46 sacks in shipping green corn during the year 1939? How many sacks of green corn did you furnish sacks for during the year 1939? How many sacks of green corn did you ship during the year 1939? Where did you obtain the sacks that you shipped your green corn in in 1939?

FOURTH INTERROGATORY:-

Please give us the address of the Atlantic Commission Company, Inc. Please give us the address of W. T. Sistrunk and Company. Please give us the address of Kruger Grocery & Baking Company. Please give us the address of the Sanzone Palmasino Company. Please give us the address of Mandell Brothers. Please give us the address of R. A. Robinson and Sons.

FIFTH INTERROGATORY:-

Did the U. S. Agricultural Authorities make an inspection^{in 1939} of the cars of corn that you shipped to the Atlantic Commission Company? W. T. Sistrunk and Company? Kruger Grocery and Packing Company? Sanzone Palmasino Company? Mandell Brothers? R. A. Robinson and Sons? Did they make an inspection as to the quantity of the corn contained in the sacks and the condition of the same? Did they give you a certificate showing the inspection that they had made? If so, where was this inspection made and who made it? If you have a copy of this certificate please attach a copy of the same relative to these several shipments herein inquired about.

SIXTH INTERROGATORY:-

Please give us the names and addresses of your customers or producers that you furnish sacks to for the shipment of corn in 1939. Please give us names and addresses of those persons that you purchased corn from and to whom you furnished sacks purchased from the Plaintiff in 1939. Did you collect or make an effort to collect any money by way of refund from the customers who were the persons you purchased green corn from and which you claimed to have made over-payments by reason of the fact that the sacks purchased by you from the Plaintiff could not contain over one bushel of corn? If so, please give us the names and addresses of these persons and the amount that you collected from them by way of refund. Did you ever see any of these sacks that you purchased from the Plaintiff either in 1937 or in 1939? Did you ever try to see whether they would hold one and one-third bushels of corn? Isn't it a fact that you are familiar with the capacity of sacks and have some judgment about the carrying capacity? Isn't it a fact that you have been engaged in the handling of agricultural produce for a long period of time in Baldwin County? Weren't you the County Agent of Baldwin County at one time?

SEVENTH INTERROGATORY:-

Have you any written complaints in your possession relative to the shortage of corn in the bags purchased by you from the Plaintiff from the Atlantic Commission Company, W. T. Sistrunk and Company, Kruger Grocery & Baking Company, Mandell Brothers, R. A. Robinson & Sons and Sanzone Palmasino Company? If so, please attach a copy of said written Complaint to the answer to these Interrogatories. If you have no such written complaint then how was complaint of the shortage of corn in the bags shipped to these several parties by you made to you, and by whom and when? Also please attach copy of any telegrams received by you from the aforesaid Atlantic Commission Company, W. T. Sistrunk & Company, Kruger Grocery & Packing Company, Sanzone Palmasino Company, Mandell Brothers, and R. A. Robinson & Sons relative to any shortage of corn shipped by you in the sacks purchased by you from the Plaintiff in 1937 or 1939.

EIGHTH INTERROGATORY:-

We notice in your sixth plea that you state that you have in your possession 6,000 of these sacks. What has become of these sacks? We notice in your pleas A and B that you delivered to the Plaintiff 2500 to 3,000 of the sacks which is the basis of this suit. What has become of the difference between the amount of sacks you claim to have delivered and the 6,000 sacks that you allege in sixth plea that you had on hand? Have you paid for any of these sacks purchased from the Plaintiff by you during the year 1939? If so, have you receipt for the same? If so, please attach a copy of said receipt to your answer to these Interrogatories. How did you make this payment? If you say by check please attach a copy of your check to your answer to these Interrogatories. If you say you paid through an agent of the Plaintiff what agent did you pay it to and what was his authority to receive the same? Isn't it a fact that you bought about 14,000 sacks from the Plaintiff in 1939? If you say this is true isn't it a fact that about 7,000 of said sacks were those known in the trade as 32/45 size and the other 7,000 were 36/46 size?

(5)

If you say this is true, how many of the smaller size sacks did you use and how many of the larger size sacks? What size sacks constituted the 6,000 sacks that you held over?

NINTH INTERROGATORY:-

In your Pleas A and B you allege that 2,500 to 3,000 sacks were returned to the Plaintiff and accepted by them in full accord and satisfaction. Please give us the name of such Agent who accepted these sacks. Was he authorized by the Plaintiff to accept such sacks in full accord and satisfaction of the Plaintiff's demand? What did this agent do with the sacks that he accepted from you? Where did you deliver them to him? Do you have any instrument in writing where such sacks were accepted in full accord and satisfaction and, if so, attach a copy of the same to your answer to these Interrogatories.

Hybart & Chason
Attorneys for Plaintiff.

STATE OF ALABAMA,

BALDWIN COUNTY.

Before me, Erin Stuart a Notary Public, in and for said State and County, personally appeared John Chason who is known to me and who after being by me first duly and legally sworn, doth depose and say under oath as follows:-

That his name is John Chason; that he is one of the Attorneys for the Plaintiff in the suit brought by the Chase Bag Company, a corporation, as Plaintiff, against L. T. Rhodes, as Defendant, in the Circuit Court of Baldwin County, Alabama; that the answers to the foregoing Interrogatories will be material testimony for the Plaintiff in said cause of action.

John Chason

Sworn to and subscribed before
me, a Notary Public, whose seal
is hereto affixed this 31st day of
January, 1944.

Erin Stuart
Notary Public, Baldwin County, Alabama.

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INTERROGATORIES.

Executed 2-1 1944
by serving copy of within summons and
Complaint on

W.C. Buber as
attorney for L.T. Rhodes
the Defendant

W.R. Stuart Sheriff

W.R. Stuart Deputy Sheriff

CHASE BAG COMPANY,
a Corporation,

Plaintiff,

VS.

L. T. RHODES,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

FILED FEBRUARY 1, 1944.

R. S. Much
Clerk.

LAW OFFICES
HYBART & CHASON
Bay Minette, Alabama