

TRANSCRIPT OF CIVIL CASES FROM JUSTICE'S COURT OF W. W. DEWOLF,
BEAT 10, BALDWIN COUNTY, ALABAMA

H. G. MCCOY

vs.

CARL BISHOP

CAUSE OF ACTION

To recover \$95.12 due for merchandise sold
by the Plaintiff to the Defendant, plus
interest and court costs.

Attorneys: Demaree & Smith for Plaintiff; E. Cramer for Defendant.

DISPOSITION OF CASE

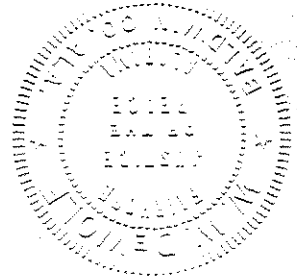
Summons and Complaint Issued October 7, 1940.

Return Executed by J. H. Titus, Constable, October 8, 1940.

Case set for trial the 17th day of October, 1940, at 10:00 o'clock A. M.
October 17--Came the parties before me and after hearing the evidence it
is considered by the court that the plaintiff recover of the defendant
the sum of \$95.12, plus court costs.

ITEMIZED BILL OF COSTS

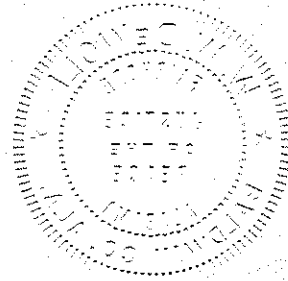
Justice's Fees	\$1.00
Issuing Summons	.10
Docketing Cause	.20
Administering Oath (2)	.20
Trial of Cause	2.00
Entering Judgment	.25
Appeal, Including Bond	1.00
Constable's Fees	\$4.55
Serving Summons	\$1.50
	1.50
	\$6.05



611
TRANSCRIPT FROM
JUSTICE COURT.

Filed this 1 day March 1940

R. S. Smith
Clerk Register



CIRCUIT COURT

Term, 193

VS.

rendered a judgment against

The sum of _____ Dollars

_____ Dollars, cost of suit, and execution
 duly issued thereon, commanding any Sheriff of the State that he cause to be made of the goods and chattels, land and tene-
 s of said _____

the amount of the judgment and costs, and the Sheriff has read said exception indorsed, "No Property Found," and the costs have never been paid. In order to save you the additional expense of an execution against you, I herewith inclose an itemized statement of the costs which have accrued in said cause, and respectfully request that you will, on receipt of this, remit the amount. If I do not hear from you in a few days I will forward the return to the Sheriff of your County for collection.

Respectfully yours, _____, Clerk.

CLERK'S FEES	@	Amount
Issuing Summons and Complaint,	\$1.25	
Issuing copies thereof,	.30	
Making every copy thereof, when over 200 words, per 100 words	.15	
Entering Sheriff's return or copy thereof	.20	
Docketing cause, to be charged but once,	.25	
Entering Appearance	.20	
Filing pleas, demurrer and other pleadings, for each,	.10	
Every trial, with or without jury, and its incidents, not including judgments by default, or nil dicit,	.75	
Entering Continuance, (each)	.10	
Entering Judgment, (each)	.30	
Entering any other order of Court (each)	.30	
Issuing Scire Facias, or notice in the nature thereof, (each)	.75	
Issuing Execution or copy thereof; (each)	.50	
Entering return, or copy thereof, for each 100 words, 15 cents; but in no case less than	.20	
Recording award of arbitrators, referees, auditors, etc., for each 100 words,	.15	
Issuing execution or attachment thereon, and entering return,	1.00	
Taking bond for certiorari supersedeas, or appeal, or copy thereof and filing same,	.75	
Issuing Subpoenas for Witness, (each)	.30	
Administering an oath, not relating to a trial pending and certifying the same,	.25	
Issuing Attachment and taking bond, (ea.)	1.00	
Filing papers in attachment, (each)	.10	
Issuing Summons for garnishee, (each)	.50	
Sweeping and taking examination for Garnishee and recording same, for each 100 words 15 cts; but not less than	.50	
Order to advertise, or order of survey, or copy thereof.	.50	
Certificate of Judgment,	.50	
Recording each surveyor and surveyor's report or copy thereof, each 100 words 15 cts; but not less than,	.25	
Issuing Commission to take depositions, or copy thereof,	.75	
Making copy of interrogatories accompanying commission,	.50	
Or for each 100 words,	.15	
Filing packages of depositions, (each)	.10	
Indorsing package of deposition, opened (each),	.10	
Issuing writ of ad quod damnum or writ in the nature thereof,	.75	
Recording the return and inquest thereon,	.50	
Or for each 100 words,	.15	
Issuing Writ of certiorari, prohibition, mandamus, or writ in the nature therof,	.75	
Filing the same and entering return.	.15	
Making a complete record of a cause or copy thereof, for each 100 words,	.15	
Making copy of any paper not herein provided for, for each 100 words,	.15	
Making each certificate requiring the seal of office, and affixing seal,	.50	
Taking any bond not otherwise provided for,	.75	
Making necessary certificates not otherwise provided for, (each witness),	.25	
For certifying abstract, in lieu of fees for transcript under section 2851 of the Code,	5.00	
Record for Supreme Court, for each 100 words	.15	
Each additional copy thereof, each 100 words	.05	
Collecting money on judgments wherein said judgment has not been paid within 30 days after rendition, one half the per cent allowed sheriffs for same services for collecting money on executions,		
Total Clerk's Fees,		

SHERIFF'S FEES	@	Amount
Levyng Attachment,	\$3.00	
Entering and returning Attachment,	.25	
Summoning garnishee and return,	1.50	
Serving Summons and Return,	1.50	
Serving Subpoenas,	.65	
Impaneling jury,	.75	
Making deed,	2.50	
Serving Summons, forcible entry, etc.,	1.50	
Executing writ of restitution or possession,	5.00	
Collecting, execution for cost	1.50	
Serving Sci. Fa. notices, etc.,	1.50	
Serving any summons not provided for and return,	1.50	
Serving attachment for contempt,	1.50	
Taking and approving bond,	1.00	
Seizing personal property in detinue,	3.00	
Collecting money under execution, 5% first \$200.00; 4% to \$500.00; 3% all over \$500.00,		
Selling property attached, same for selling under execution,		
Former Sheriff's fees,		
Total Sheriff's Fees,		
RECAPITULATION		
1 Clerk's Fees,		
2 Clerk's Fees,		
3 Sheriff's Fees,		
4 Sheriff's Fees,		
5 Witness Fees in Circuit Court,		
6 Justice of the Peace Fees,		
7 Witness Fees, in Justice of the Peace Court		
8 Commissioner's Fees,		
9 Commissioner's Residence,		
10 Constable's Fees		
11 Garnishee's Fees,		
12 Printer's Fees,		
13 Stenographer's Fees.		
14 Trial Tax,		
Total Fees,		
15 Judgment,		
16 Date,		
17 Interest,		
18 Damages,		
Total Judgment,		
Interest and Damages,		
Grand Total,		

THE STATE OF ALABAMA
BALDWIN COUNTY

No. 619

VS.

Judgment

Term, 193

CIRCUIT COURT

Baldwin Times, Bay Minette

DEAR SIR: At the

recovered a judgment against

for the sum of

besides

was duly issued thereon, commanding any Sheriff of the State that he cause to be made of the goods and chattels, land and tene-

ments of said

turned said exception indorsed, "No Property Found," and the costs have never been paid. In order to save you the additional ex-
pense of an execution against you, I herewith inclose an itemized statement of the costs which have accrued in said cause, and
respectfully request that you will, on receipt of this, remit the amount. If I do not hear from you in a few days I will forward the
execution to the Sheriff of your County for collection.

Respectfully yours,

Clerk.

CLERK'S FEES		SHERIFF'S FEES	
Amount	@	Amount	@
1	Issuing	1	Levying
2	Issuing	2	Returning and returning
3	Making every copy thereof, when over 200	3	Summoning
4	Words, per 100 words	4	Summons and Return
5	Docketing cause, to be charged but once,	5	Serving
6	Entering Appearance	6	Subpoenas
7	For each, for each, pleas, demurrer and other plead-	7	Making deed
8	Every trial, with or without jury, and its in-	8	Executing writ of restitution or possession
9	or will dict,	9	Collecting, execution for cost
10	Entering Judgment (each)	10	Serving
11	Entering any other order of Court (each)	11	Serving
12	Issuing	12	Serving any summons not provided for and
13	Issuing	13	Returning
14	Issuing	14	Returning
15	Issuing	15	Returning
16	Issuing	16	Returning
17	Issuing	17	Returning
18	Issuing	18	Returning
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33	Issuing	33	Returning
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35	Issuing	35	Returning
36	Issuing	36	Returning
37	Issuing	37	Returning
38	Issuing	38	Returning
39	Issuing	39	Returning
40	Issuing	40	Returning
41	Issuing	41	Returning
42	Issuing	42	Returning
43	Issuing	43	Returning
44	Issuing	44	Returning
45	Issuing	45	Returning

53 AND 55 N. WATER STREET

INVOICE

PHONES BELMONT 51
52

MOBILE SUPPLY COMPANY

JOBBER OF SASH, DOORS, WINDOW AND
 PLATE GLASS, PAINTS AND HARDWARE
 ALL KINDS OF BUILDING MATERIAL

INVOICE No. 1416

ORDER No. _____

P. O. Box 1554

REQ. No. _____

Name McKean Paint & Hardware Co.

Mobile, Ala.,

June 21, 1940

Address

Fairhope,
Alabama

JOB _____

Shipping Point

Terms

16 sqs 10x36 sq. butt strip blue black	©4.74	75.84
150 fire brick	5	7.50
6 pr sash 28x24 1-3/8 3/1 CR	2.03	12.18
2 " " 28x16 " " "	1.65	3.30
2 " " 24x24 " " "	1.88	3.76
1 door 2-10x6-10 1-3/8 3 vert lts		4.14
24 6# sash wts 144		
16 5# " " 80 224#	1.90	4.26
20 sx M.M.Mix 5 bbls	2.30	11.50
10 rolls 55# nuroid rfg	1.13	11.30

\$113.78

Thanks

Handwritten calculations and notes:

- 1600.00
- 2200.00
- 4800.00
- 75.00
- 4.50
- 80.60
- 88.70
- 1200.00
- 150.00
- 75.00
- 11.50
- 8.70
- 1050.00
- 150.00

H. G. McKEAN, individually
doing business as McKean
Paint & Hardware Store,

Plaintiff,

VS.

CARL BISER,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

(Appealed from the Justice
Court of W. W. DeWolf,
Fairhope, Alabama)

And now comes the Defendant and for answer to the Plaintiff's complaint, as amended and filed in this Court, and to each allegation therein contained, separately and severally, says:

FIRST: That the facts therein alleged are untrue.

SECOND: That he is not indebted to the Plaintiff in the manner and form as alleged.

THIRD: That the account sued on was paid before suit was filed.

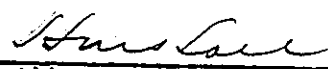
FOURTH: That the Defendant ordered some roofing from the Plaintiff, however, when the roofing came, it was found that it was not according to sample; that the Defendant advised the Plaintiff that he would not take the roofing and the Plaintiff thereupon sent his truck to the Defendant's residence, where the roofing was, picked it up, carried it away, and still has it in his possession.

FIFTH: That the Defendant ordered some roofing from the Plaintiff, however, before the roofing came, the Defendant notified the Plaintiff that he would not take it, but the Plaintiff proceeded, contrary to instructions from the Defendant, carried the roofing over to the Defendant's place; that later the Plaintiff sent his truck around, picked up said roofing, took it away and still has it in his possession.

SIXTH: That the Defendant ordered the roofing in question from the Plaintiff, and when received, found to be not in accordance with his order, and that he returned the said roofing at once and it was accepted by the Plaintiff.

SEVENTH: That the Defendant, upon receipt of the roofing, the basis of this cause of action, from the Plaintiff, finding it to not be in accordance with his order, immediately returned it to the Plaintiff and it was accepted by the said Plaintiff.


BEEBE & HALL,

By: 
Attorneys for Defendant.

RECORDED

ANSWER:

H. G. MCKEAN, Individually
doing business as McKean
Paint & Hardware Store,

Plaintiff,

VS.

CARL BISER,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

Filed Jan 22, 1941

W. S. Duck
(Clerk)

H. G. Mc Kean, individually
doing business as McKean
Paint & Hardware Store
PLAINTIFF

vs

Carl Biser
DEFENDANT

In the Justice

Court of

W. W. De Wolf

Fairhope-Precinct 10

Baldwin County

Alabama.

Comes the Plaintiff, H. G. McKean, individually
doing business as McKean Paint and Hardware Store, By his
Attorneys DEMEREE & SMITH AND PAYS into your Honorable
Court the sum of Five Dollars and 36/100 and amends
his complaint in the above styled cause as follows:

Plaintiff claims of the Defendant Eighty-nine
and 76/100 Dollars together with interest due from him
by account between the Plaintiff and the Defendant for
merchandise, goods and chattels sold by Plaintiff to
the Defendant on or about June 15th 1940.

Plaintiff by his Attorneys moves your Court
to strike from the Bill of Complaint reference to debts
due on diverse other dates between July 30th and September
5th 1940 which debts Plaintiff by His Attorneys acknowledges
have been paid by the sum aforesaid.

DEMEREE & SMITH

Richard J. Demeree
By Richard J. Demeree

Attorneys for Plaintiff.

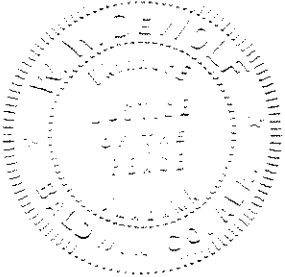
H. G. McKEAN vs. CARL BISER

To the Clerk of the Circuit Court of Baldwin County, Alabama:

I hereby certify that the foregoing is a full, complete, and exact transcript from my Docket, of the judgment and proceedings, in the above cause, and I herewith send to the Circuit Court of Baldwin County, Alabama, all the original and other papers pertaining to the said cause.

Given under my hand, this 23rd day of October, 1940.

W. W. Wolf
Justice of the Peace

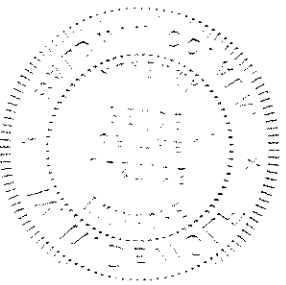


RECORDED

Justice's Certificate

Filed this 1 day Nov. 19 40

R. S. Smith
Clerk-Register



Harold G. McKeen doing business
as Mc Keen Paint & Hardware Store

Plaintiff

vs

In the Circuit
Court of Baldwin
County, Alabama
Appeal from the
Justice of Peace
Court of W De Wolf

Defendant

Carl Biser

Precinct 10.

Comes the Plaintiff Harold G McKeen By his attorney

Richard J. Demeree and the Defendant Carl Biser By his

attorneys E. Cramer and Beebe & Hall and make settlement

of the above styled cause upon the following basis:

Whereas one Heston Rockwell has made a bona fide offer to

pay \$55.00 for the property which is the subject matter

of this contract the parties agree that upon the payment

of this sum to the Plaintiff and upon the payment of an

additional sum of \$17.50 by the Defendant to the Plaintiff

which sum is one half 1/2 the difference between the sum

claimed by the Plaintiff and the amount tendered by the

storesaid Heston Rockwell and furthermore upon the agreement

that the Plaintiff will pay the court costs accrued and due

in the Justice of Peace Court of W De Wolf and the

Defendant will pay the court costs accrued and due in the

Circuit Court of Baldwin County Alabama.

It is agreed by both the Plaintiff and the Defendant

that when the above conditions are fully performed upon both

sides the cause of action shall be forever discontinued,

dismissed, released and discharged and neither party shall

have any grievance or complaint against the other arising

out of this cause of action.

For the Plaintiff

For the Defendant

Carl Biser

Harold G McKeen doing business as
McKeen Paint and Hardware Store

H. G. McKeen

Attorney for Plaintiff

Richard Demeree

Atorneys for Defendant

E. Cramer

Harold G. McKean doing business
as McKean Paint & Hardware Store
PLAINTIFF

In the Justice Court
of

vs

W. W. De Wolf

Carl Beiser

Precinct 10

DEFENDANT

Baldwin County

Alabama

The Case was heard at 10 A. M. October 17, 1940

DEMERE & SMITH Attorneys for Plaintiff

E. CREAMER Attorney for Defendant

At the trial of this cause Gayle Wilder was duly sworn to make a true and accurate transcription of the testimony taken.

The Plaintiff and the Defendant were sworn by the Court as Witnesses.

H. G. McKean was called to the stand and the following questions were asked by his Attorney Demere and the following answers were made.

Q. What is your full name, please?

A. Harold G. McKean.

Q. Where do you reside?

A. Fairhope, Alabama

Q. What is your business?

A. I am the owner of the McKean Hardware store.

Q. Where is your business located?

A. In Fairhope, Alabama

Q. Are you the Plaintiff in this case?

A. Yes.

Q. Do you know Carl Beiser, the Defendant in this case?

A. Yes, I do.

Q. Did you ever have a conversation with him about the sale of roofing material?

A. Yes, I did.

Q. When was the first time you had a conversation with him about this subject?

A. It was about June 10, 1940

Q. Where did the conversation take place?

A. At my store on Fairhope Avenue & Section Street in Fairhope, Alabama.

- Q. Who was present at the time of this conversation?
- A. Just myself and Beiser, and there was a clerk around the store.
- Q. Will you tell the Court, please, what he said to you and what you said to him, if anything?
- A. He said he was interested in buying some roofing and I said I would have a man measure up the roof at his house and find out how much roofing we would have to have. Then I took him around the town and we looked at roofs. He picked out a roof that he liked on a house on Magnolia Avenue, Fairhope. He said that was just what he wanted. Then I sent and got a sample of that roofing and showed it to him and quoted him the price on it.
- Q. When was this?
- A. About three or four days after we drove around town.
- Q. Where was it?
- A. At my store.
- Q. Who was present?
- A. The same people, myself, Beiser and the clerk.
- Q. Tell the Court, please, what he said to you and what you said to him, if anything?
- A. He picked up a square cut blue black shingle priced at \$5.50 and he said this was what he wanted. He said to order it and he would have the money to pay cash as soon as the roof got here.
- Q. What did you say then, if anything?
- A. I told him it would take about a week as we would have to send to New Orleans. Then he went out of the store.
- Q. Did you hear or see Beiser again about the deal?
- A. Yes. He was in the store about every day and each time he wanted to know what we had heard about the shingles. He was in three or four times.
- Q. How did he act about the deal?
- A. He seemed to be perfectly satisfied.
- Q. What if anything, happened after that?
- A. About two days before the shingles arrived he came in the store and said he wanted a little time and wanted to pay for the shingles over a period of a year.
- Q. What did you say, if anything?
- A. I said "No", that he had told me he would have cash, and I said that he might go to the Bank and he could arrange a loan. I emphatically told him that I wanted the cash.
- Q. What happened then, if anything?
- A. He kept telling me he would see about it but he never came around to go to the Bank with me.
- Q. What happened then, if anything?
- A. On the 21st of June the shingles arrived and Beiser came into the store. He said for me to unload the shingles at the store.

Q. What did you say, if anything?

A. I said "No" they were going over to his house and there wasn't any use of unloading and then picking them up on another truck.

Q. What did he say, if anything?

A. He didn't say anything and he didn't say "No". He just kept on trying to get me to leave them at the store.

Q. Did you know at that time that he was dissatisfied?

A. No.

Q. When did he first indicate his dissatisfaction other than above?

A. It was about a week later, around June 27, 1940.

Q. You had delivered the shingles to Beiser's house?

A. Yes.

Q. Where was the conversation of about June 27?

A. At the store.

Q. Who was present?

A. Myself, Beiser and my clerk.

Q. What did he say to you and what did you say to him, if anything?

A. I asked him what he was going to do about the shingles and I told him I had heard that he had received a shipment from another Company. He said he had gotten the new shingles on a year or 18 month contract. I don't remember just how long, and that he didn't care what I did with my shingles and that I could do what I wanted to with them.

Q. What did you tell him, if anything?

A. I told him he had made a contract for the shingles and that I had delivered them to him on the job and that we expected him to live up to the contract.

Q. What if anything, did he say?

A. He said he didn't think he would have to and that I could take it to Court and try to collect.

Q. Was there anything further said about the shingles?

A. Yes, at about that time I told him that we might be able to send the shingles back to the Company and that if they would take them back, he would have to pay the freight.

Q. What answer did he make, if any?

A. At first he said he would agree to it but a minute or so later he blew up and refused to do anything about it.

Q. What happened after that, if anything?

A. About July 3 I sent the truck around and picked up the shingles and attempted to return them to Mobile.

Q. Was there anything said by you about releasing Beiser from his contract when you picked up the shingles?

A. No.

Q. Why did you pick up the shingles?

A. They were getting badly water damaged and it was essential.

Q. Was there any defect in the quality of the shingles?

A. No. But the shingles were bundled and this caused them to heat. When they are on the roof they drain properly and do not damage.

Q. Were you able to return the shingles for credit?

A. No.

Q. What is the market value of the shingles?

Objection by Creamer, Question withdrawn.

Q. What is the status of the title to the shingles now?

A. I am holding them subject to Beiser's account.

Q. Have you done anything to prevent the shingles from deteriorating further?

A. Yes, we took them to Heston Rockwell's barn and spread them out to dry. They are there now.

Q. Were there any further conversations with Beiser about the roofing?

A. Yes, about the 7th or 8th of October, 1940.

Q. Where did this conversation take place.

A. At my store.

Q. Who was present?

A. Carl Beiser, myself, a clerk and Attorney Demeree.

Q. Tell the Court please, what was said, if anything?

A. He said I didn't have a right to turn the account over to an attorney for collection and that part of the account was current. I said I wouldn't take the current part of the bill unless my attorney advised me to. Attorney Demeree said it was alright to take the items not in dispute out of the controversy.

Objection by Attorney Creamer to what Attorney Demeree said. Objection over ruled.

Beiser then paid me \$5.36 and I gave him a receipt on account which showed that charges from July 30th to September 5th, 1940 had been paid.

Q. Was anything further said?

A. Beiser said that he didn't owe for the roofing and that this wasn't his bill.

Q. Did Beiser ever say anything to you about the quality of the merchandise at any time?

A. No he did not.

Q. Mr. McKean, how long have you been in the hardware, paint and building material business?

A. About 8 years.

Q. Are you familiar with the customs and practices of building material men?

A. I am.

Q. Was there in existence, in the City of Fairhope, Alabama on June 15, 1940 and for some time prior, a general uniform custom and usage among building material men, in the absence of an expressed contract to the contrary, to have either a written or verbal order between the parties before building material is delivered?

Objection by Attorney Creamer to reference to Custom and Usage, as this case might have no bearing. Objection over ruled.

A. Yes.

Q. Was your contract in this case made in accordance with this custom and trade usage?

A. It was.

Q. Have you ever at any time, agreed to or accepted any of Beiser's proposals to release him from liability on the contract of June 15, 1940?

A. No.

Q. Do you consider the contract in full force and effect now?

A. I do.

Q. Have you any evidences as to a reasonable market value charged to Beiser?

A. Yes. A catalog showing the list price to me.

Catalog entered as evidence.

The cross-examination was conducted by Attorney E. Creamer and the following questions asked and the following answers were made.

Q. Mr. McKean, how long after you delivered the shingles, did Mr. Beiser tell you to come and get them.

A. I don't believe Mr. Beiser told me to come and get them. He didn't tell me to come get them at the time he told me he had gotten the others, but about a week later I went to see him.

Q. How long after delivery of the shingles did you take them from Carl's place?

A. They were delivered on June 21, and removed on July 3.

Q. Where did you take the shingles?

A. To Mobile to the Mobile Supply Company where they were purchased originally. I tried to return them but couldn't.

Q. Then you brought them back to Fairhope?

A. Yes.

Q. You put them in a barn here?

A. Yes.

Q. After bringing them back from Mobile did you try to deliver them to Carl?

A. No.

The Defendant, Carl Beiser, was called to the stand for direct examination by his attorney and the following questions were asked and the following answers were made.

Q. What is your full name?

A. Carl William Beiser.

Q. Tell us in your own words, what happened about the shingles.

A. I went to McKean's store and told him I wanted to look at some samples of roofing, which he showed me. I priced Bird shingle which was \$6.25. I told him that I didn't have that kind of money to put into shingles, that I wanted a roof around \$5 or \$5.50. He said he did not have samples in stock at that time but could get samples of that price, which came in several days later. I ordered a roof, a little hasty, I admit, because I don't know roofing. The roof arrived about one week later on Heston Rockwell's truck. I didn't like the looks of the roof and told Harold to unload the roof at the store because I worked Saturday night and Sunday and I didn't want the roof delivered until Monday. Mr. McKean said to keep from extra handling charges, he would deliver at my home instead and put them in the yard. It rained that night. Monday, I had a man come and look at the shingles and he said --

Objection by Attorney Demeree, as to what the man said. Objection sustained.

That week I went to Mobile to Reliance Equipment Company and priced the same shingle.

Objection by Attorney Demeree, as to same shingle. Objection sustained.

Beiser continued: and bought exactly the roof I wanted for \$5.50 a square and came back that night and told Harold what I had done, and agreed to pay him freight at that time. I told him to pick up the roof, which he did about 4 or 5 days later. It was raining all that time, so that I could not put on the roof I bought in Mobile. Harold called me into the store about a week later and asked what I was going to do about the roof.

Q. The day you bought the roof in Mobile you told Mr. McKean what you had done, What did he say at that time?

A. He hem-hawed about the freight, which I agreed to pay.

Q. Did he, at that time, say anything about holding you to the contract?

A. No. It was a week later that Harold called me into the store. I said I would pay the freight, but he said he couldn't sell the shingles, and that I would have to take them. I admit I blew up then and told Harold he could sue.

Q. Did you look at the shingles the day they were taken away?

A. No.

Q. Could you tell what condition they were in?

A. No, but it rained every night my shingles were in the yard at the same time McKean's were and they were alright when they were put on. About references to financing at the time I ordered the shingles, nothing was said about cash. I told him later that I would have to have terms.

Q. Was your agreement for cash?

A. No.

Q. Did you talk terms with Mr. McKean?

A. Yes.

Q. Was there anything definite about terms?

A. No.

The cross examination was conducted by Attorney Smith and the following questions were asked and the following answers were made.

Q. Did you order the shingles?

A. Yes.

Q. When you go into a store, do you assume you have to pay for what you order?

A. A man has the right to refuse merchandise.

Q. You did specifically order the roof?

A. When the order came in the shingles looked thin. I don't know anything about roofing, but it didn't look like what I ordered.

Q. Why did you refuse to pay for this; was it not of quality; didn't you want the roof; or could you get better financing elsewhere?

A. I could get a better roofing, a Bird roof Mr. McKean wanted \$6.25 for, I got in Mobile for \$5.50.

Q. Until the time you went to Mobile and ordered another roof, were you satisfied?

A. The roof was in the yard when I went to Mobile to order another roof.

Q. When you went to McKean and told him you didn't want the roof, did he say he would take the roof back if he could get the freight, or if he could get the company to take it back.

Objection by Attorney Creamer, Question withdrawn.

Q. When did you agree to pay for the freight?

A. On my way back from Mobile that night I told Harold about getting this Bird roof for \$5.50 and he said he was out the freight and I told him then that I was willing to pay for the freight and Harold said he would pick up the roof. Nothing was said about a contract, but I agreed to pay the freight because I thought it the right thing to do.

This is all the evidence in the case.

I hereby certify that the above is a true, accurate record of the proceedings in the above cause and I further certify that questions were asked and answers given as set out in this record.

APPROVED

W. W. DeWolf

W. W. DeWolf
Justice of the Peace
Precinct 10, Baldwin County
Alabama.

Gayle Wilder
Gayle Wilder
Court Stenographer

THE STATE OF ALABAMA, {
Baldwin County

TO ANY LAWFUL OFFICER OF SAID COUNTY. GREETINGS:

Summon Carl Biser

to appear before me on the 17th day of October, 1940, next, at my office in

Dixie Hotel- Fairhope Baldwin County, Alabama, to answer the complaint of

H. G. McKean, individually, doing business as McKean Paint & Hardware

and then and there make a return of this summons.

10:00 o'clock A. M.

Issued the

7th

day of

October, 1940

W. W. Wolf Justice of Peace.

COMPLAINT

H. G. Mc Kean, individually
doing business as
McKean Paint & Hardware
Store

Plaintiff

VS.

Carl Biser

Defendant

The Plaintiff claims of the Defendant the sum of Ninety-five and 12/100 Dollars

together with interest due from him by account between the
Plaintiff and the Defendant for merchandise, goods and chattels
sold by the Plaintiff to the Defendant on or about June 15th
1940 and on diverse other dates between July 30th and September
5th 1940 as per statement rendered, all at the request of the
Defendant, which sums of money with the interest thereon, is
still unpaid.

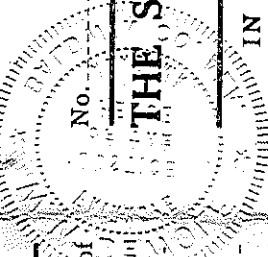
DEMERE & SMITH

By

Harold J. Demere
Attorneys for the Plaintiff

Plaintiff's Attorney.

RECORDED



No. _____ Page _____

THE STATE OF ALABAMA
BALDWIN COUNTY

IN THE JUSTICE COURT OF

W. W. De Wolf, Fairhope

Term, 193

SUMMONS and COMPLAINT

H. G. McKean individually

doing business as McKean

Paint & Hardware Store

Plaintiff

VS

Carl Blaser

Defendant

The Defendant is hereby notified that Writ of
Garnishment has been served on

Filed this 1 day of April, 1934

P. S. Duck

Clerk Register

J. P.

Location

Executed by personal service and notice of

Garnishment

this 5 day of April, 1934
J. H. V. [Signature] Constable

By _____ D. C.

The State of Alabama, {

Baldwin County.

That we, Carl Beiser, Mrs. Rosamond H. Beiser and Mrs. Kenneth R. Cain
are held and firmly bound unto H. G. McKean
in the sum of One Hundred Ninety (190) Dollars,
for the payment of which, well and truly to be made, we bind ourselves and each of us, our and each of
our heirs, executors and administrators, jointly and severally. But upon condition, that if the above
bound Carl Beiser shall prosecute to
effect an appeal by him taken this day to the next term of the Circuit Court of
Baldwin County from a judgment rendered against him in favor of said H. G. McKean

by W. W. De Wolf
a justice of the peace for said county, for the sum of Eighty Nine and 76/100
Dollars, debt in said appeal, shall pay such judgment, both as to
debt and costs as may be rendered against him by the said Circuit Court of

Baldwin County, then, in either of said events, this obligation to be void, otherwise to remain in full
force and effect.

Given under our hands and seals, this the 21st day of October 1940

Approved:

Carl Beiser (L. S.)
Mrs. Rosamond H. Beiser (L. S.)
W. W. De Wolf J. P. Mrs. Kenneth R. Cain (L. S.)

RECORDED

No. _____ Page _____

THE STATE OF ALABAMA
BALDWIN COUNTY

APPEAL BOND

JUSTICE'S COURT OF

W. W. De Wolf

H. G. McKean

PLAINTIFF

VS.

Carl Boisor

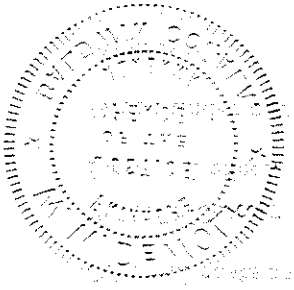
DEFENDANT

Filed this _____ day of _____ 19____

Filed this 1 day, Nov. 1940

R. S. Duck

Clerk-Register



THE STATE OF ALABAMA, } No. 619 **CIRCUIT COURT**
 Baldwin County } September Term, 1941

To Any Sheriff of the State of Alabama, Greeting:

You are hereby commanded, That of the goods and chattels, lands and tenements of
CARL RISER & H. G. MCKEAN Plaintiff in the suit,
 you cause to be made the sum of Fifteen and 60/100 Dollars,
 costs of suit, created by said Plaintiff, for that, whereas, on the 29th day of
September 1941, the said Plaintiff recovered by the Judgment of the said Circuit Court
 of said County, against Cost was taxed against both parties.
Defendant
 to the suit, the sum of _____ Dollars,
 besides _____ Dollars, costs of suit;
 upon which Judgment an Execution has been issued and returned by the Sheriff, "No property found."

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

Witness my hand this 15th day of December 1941

R. S. Duck Clerk

CLERK'S FEES	\$	Cts	SHERIFF'S FEES	\$	Cts
For every Summons and complaint.....	\$1.25		For Levying an Attachment.....	\$3.00	
Each copy thereof.....	30		Entering and Returning Attachment.....	25	
Entering a Sheriff's Return.....	20		Summoning Garnishee.....	1.50	
Docketing.....	25	25	Serving Summons on Writ.....	1.50	
Entering Apperance.....	20	20	Serving Notice Sci. Fa. Notice, etc....	65	
Filing.....	10	30	Serving..... Subpoenas.....	65	
Every Order made in Court.....	30	30	Empanelling Jury.....	75	
Copy thereof.....	25		Entering and Returning Execution.....	25	
Every Trial with or without Jury.....	75		Collecting Costs Execution.....	1.50	1 50
Entering up Judgment or copy threof..	30	30	Executing a Writ of Pessionion.....	2.50	
Issuing Execution.....	50	50	Taking and Approving Bonds.....	1.00	
Docketing Execution.....	25		Commissions.....		
Entering Return on Execution.....	20	20	Sheriff's Commission for Property		
Issuing Subpoenas.....	30		Sold Under Attachment.....		
Administering Oath.....	25		Seizing Personal Property on Writ		
Issuing Each Attachment Taking Bond	1.00		of Detinue.....	3.00	
Filing Attachment.....	10				1 50
Each Summons for Garnishee.....	50		RECAPITULATION		
Each copy.....	50		Clerk's Fees.....	5	05
Notice to Deft. in Garnishee on Sum-			Sheriff's Fees.....	1	50
mons and Copy, per 100 words.....	20		Justice's Fees..... DeWolfe.....	6	05
Commissions to take Depositions or			Witness Fees in Justice of Peace Court		
copy.....	75		Constable's Fees.....		
Order to Execute Writ of Inquiry.....	30		Commissioner's Fees.....		
Copy of Interrogators, 15c per hundred			Printer's Fees.....		
words or.....	50		Witness Fees in Circuit Court.....		
Filing each Deposition and endorsing			Former Clerk's Fees.....		
same.....	20	3 00	Stenographer's Fees.....	5.00	
Final Record, per hundred words.....	15		Trial Tax.....	3.00	3 00
Every Certificate.....	50				
Taking Bond not otherwise provided					
for.....	75				
Witness Certificate.....	25				
Continuance.....	10				
Certificate of Judgment.....	50				
Order of Publication.....	1.00				
		5 05			15 60

THE STATE OF ALABAMA,
Baldwin County.

By virtue of the within execution, I have at

o'clock, M., this day of 194 levied

Sheriff

COLLECTION COSTS FROM

The State of Alabama,
BALDWIN COUNTY

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

This day of 194

Clerk.

Received in office

194

Sheriff

Sheriff's Execution Docket, Page

Sheriff's Fee Book, Page

Returned for Alias
March 19, 1942
W.R. Stuart, Sheriff
By Mr. B. Hamilton a Deputy Sheriff

No. 619 Page

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT

CARL BEISER

Plaintiff...

vs.

H. G. McKEAN

Defendant...

Civil Execution for Costs
Against Plaintiff

Costs - - - - \$15.60

Civil Fee Book CDS Page

Execution Docket Page

Filed December 15th, 1941

Clerk.

E. Cramer
Fairhope, Plaintiff's Attorney

Barker & Wallace
Bay Minniette, Defendant's Attorney

Received in Sheriff's Office

this 15 day of Dec, 1941

W. R. STUART, Sheriff

THE STATE OF ALABAMA, } No. 619 **CIRCUIT COURT**
 }
 } September Term, 1942
Baldwin County

To Any Sheriff of the State of Alabama, Greeting:

You are hereby commanded, That of the goods and chattels, lands and tenements of
CARL RISER & H. C. MCKEAN Plaintiff in the suit,
 you cause to be made the sum of Fifteen & 60/100 Dollars,
 costs of suit, created by said Plaintiff, for that, whereas, on the 29th day of
September 1941, the said Plaintiff recovered by the Judgment of the said Circuit Court
 of said County, against Cost was taxed against both parties
 Defendant
 to the suit, the sum of _____ Dollars,
 besides _____ Dollars, costs of suit;
 upon which Judgment an Execution has been issued and returned by the Sheriff, "No property found."

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

Witness my hand this 10th day of March 1942

R. S. Duck Clerk

CLERK'S FEES	\$	Cts	SHERIFF'S FEES	\$	Cts
For every Summons and complaint....	\$1.25		For Levying an Attachment.....	\$3.00	
Each copy thereof.....	30		Entering and Returning Attachment.....	25	
Entering a Sheriff's Return.....	20		Summoning Garnishee.....	1.50	
Docketing.....	25	25	Serving Summons on Writ.....	1.50	
Entering Apperance.....	20	20	Serving Notice Sci. Fa. Notice, etc....	65	
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Every Order made in Court.....	30	30	Empanelling Jury.....	75	
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Every Trial with or without Jury.....	75		Collecting Costs Execution..... S.....	1.50	1 50
Entering up Judgment or copy threof..	30	30	Executing a Writ of Pessionion.....	2.50	
Issuing Execution.....	50	50	Taking and Approving Bonds.....	1.00	
Docketing Execution.....	25		Commissions.....		
Entering Return on Execution.....	20	20	Sheriff's Commission for Property		
Issuing Subpoenas.....	30		Sold Under Attachment.....		
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Each copy.....	50		Clerk's Fees.....	5	05
Notice to Deft. in Garnishee on Sum-			Sheriff's Fees.....	1	50
mons and Copy, per 100 words.....	20		Justice's Fees..... De Wolfe	6	05
Commissions to take Depositions or			Witness Fees in Justice of Peace Court		
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Order to Execute Writ of Inquiry.....	30		Commissioner's Fees.....		
Copy of Interrogators, 15c per hundred			Printer's Fees.....		
words or.....	50		Witness Fees in Circuit Court.....		
Filing each Deposition and endorsing			Former Clerk's Fees.....		
same.....	20		Stenographer's Fees.....	5.00	
Final Record, per hundred words.....	15	3 00	Trial Tax.....	3.00	3 00
Every Certificate.....	50				
Taking Bond not otherwise provided					
for.....	75				
Witness Certificate.....	25				
Continuance.....	10				
Certificate of Judgment.....	50				
Order of Publication.....	1.00				
		5 05			15 60

THE STATE OF ALABAMA,
Baldwin County.

By virtue of the within execution, I have at

o'clock, M., this day of 194 levied

Returned by collecting from the defendant, H.G. McKean in cash \$1.75. The defendant having a receipt showing that the Justice of the Peace costs were paid by him, to W.W. DeWoolf, Justice of the Peace. This receipt attached to this execution. The \$7.80 balance due was collected from the plaintiff, Carl Beiser. The \$9.55 and the receipt for \$6.05 from W.W. DeWoolf turned over to the clerk this 21st day of April 1942.

W.R. Stuart, Sheriff of Baldwin County

By Deputy Sheriff

Sheriff

COLLECTION COSTS FROM

The State of Alabama,
BALDWIN COUNTY

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

This day of 194

Clerk.

Received in office

MAR 10 1942 194

W.R. Stuart
Sheriff

Sheriff's Execution Docket, Page

Sheriff's Fee Book, Page 619

Alias

No. 619 Page

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT

CARL BEISER

Plaintiff

vs.

H. G. McKean

Defendant

Civil Execution for Costs
Against Plaintiff

Costs - - - - \$15.60

Civil Fee Book CDS Page

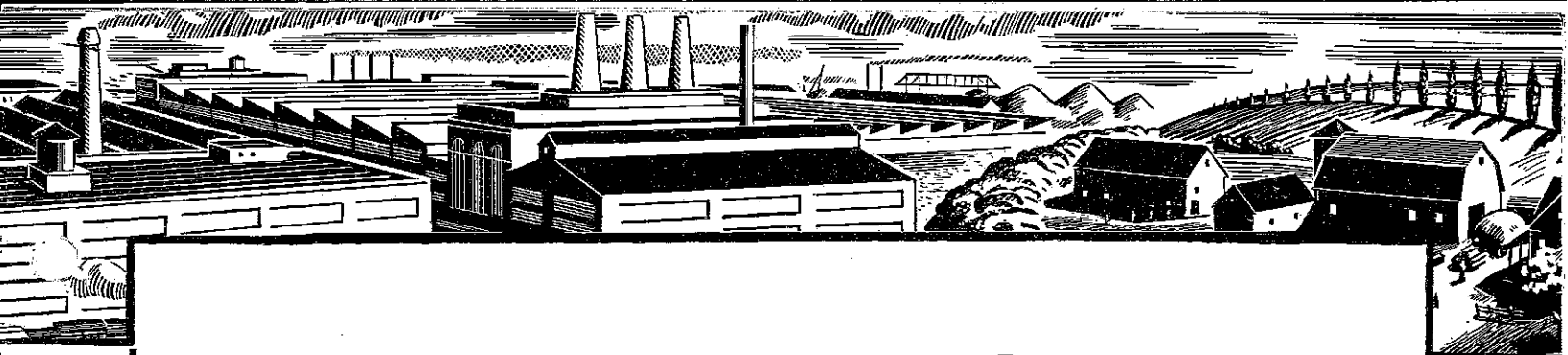
Execution Docket Page

Filed March 10th, 1942

W.R. Stuart Clerk.

E. Craner
Fairhope, Ala Plaintiff's Attorney

Beebe & Hall
Defendant's Attorney



FLINTKOTE

Asphalt Shingle and Roofing

SOUTHERN DIVISION PRICE LIST

NO. 401-S

ISSUED FEBRUARY 1, 1940

Prices indicated (*) herein are higher than previous prices. Orders at previous prices will be accepted subject to our ability to ship such orders before February 25, 1940. The higher prices shown herein will apply on all shipments on and after February 25, 1940. All other prices are currently in effect.

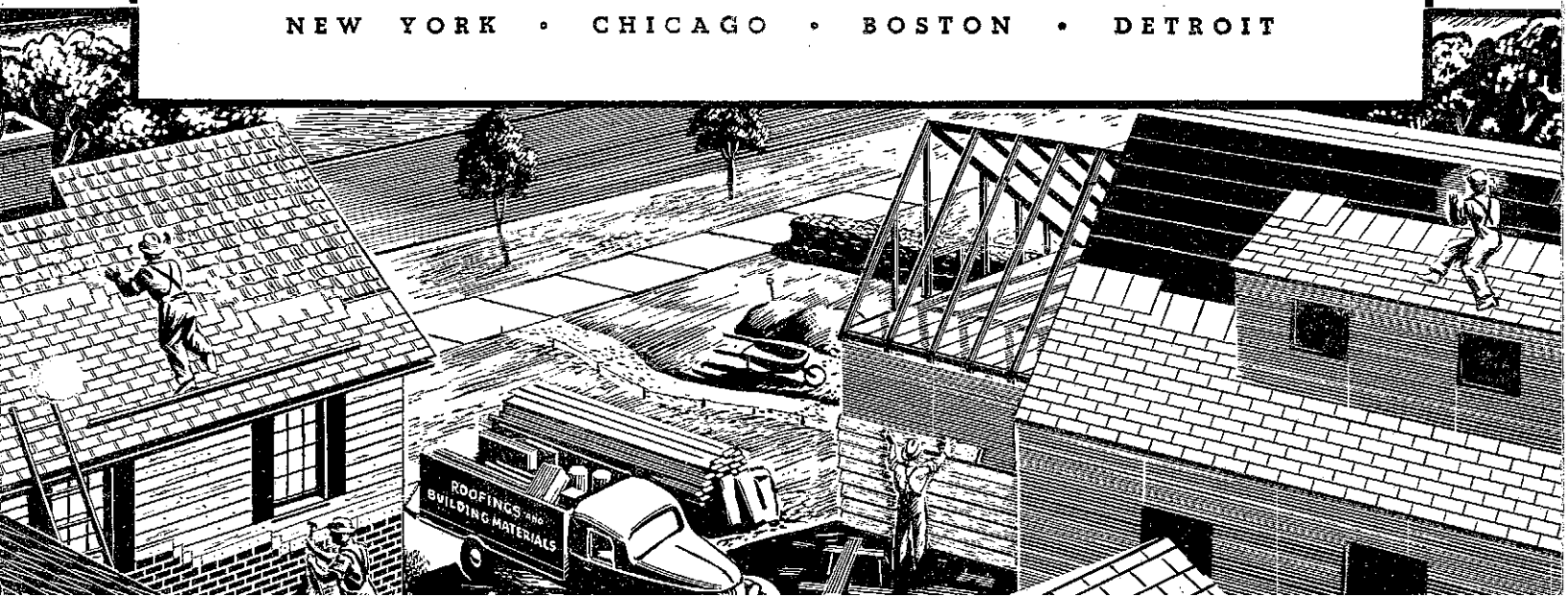
ALL PRICES SUBJECT TO CHANGE WITHOUT NOTICE

THE FLINTKOTE COMPANY
POLAND & GALVEZ STS., NEW ORLEANS, LA.

Atlanta Sales Office: 1215 Sylvan Road, S. W.

Waco Sales Office: Superior Bldg.

NEW YORK • CHICAGO • BOSTON • DETROIT





Filed this, 1st day of Nov., 1940
R. S. Dush, Clerk