

727

Motion Picture Advertising Service
Co., Inc., a corporation,

Plaintiff,

VS

J. B. Childress, doing business under
the trade name and style of Childress
Market,

Defendant.

)
) IN THE CIRCUIT COURT OF
)
) BALDWIN COUNTY, ALABAMA.
)
) AT LAW.

Comes the plaintiff in this cause and amends its complaint
heretofore filed herein so that the same will read as follows:

COUNT ONE

Plaintiff claims of the defendant the sum of \$124.00 due from
him by account on, to-wit, May 6, 1941, which sum of money, to-
gether with interest thereon, is still due and unpaid.

The account sued on is evidenced by itemized, verified state-
ment filed with this compla int.

COUNT TWO

Plaintiff claims of the defendant the sum of \$124.00 due from
him by account stated between plaintiff and defendant on, to-wit,
May 6, 1941, which sum of money, together with interest thereon is
still due and unpaid.

H. E. Smith
Attorney for Plaintiff.

29/9/45
R. H. H. H.
R. H. H. H.

STATE OF ALABAMA

BALDWIN COUNTY

To any Sheriff of the State of Alabama

You are hereby commanded to summon J. B. Childress, doing business under the trade name and style of Childress Market, 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 Motion Picture Advertising Service Co., Inc., a corporation.

Witness my hand, this 13th day of January, 1942.

R. S. Duck
Clerk of the Circuit Court

MOTION PICTURE ADVERTISING SERVICE
CO., INC., a corporation,

Plaintiff,

vs

J. B. CHILDRESS, doing business under
the trade name and style of Childress
Market,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

COUNT ONE

Plaintiff claims of the defendant the sum of \$124.00 due from him by account on, to-wit, May 6, 1941, which sum of money, together with interest thereon, is still due and unpaid.

The account sued on is evidenced by itemized, verified statement filed with this complaint.

COUNT TWO

Plaintiff claims of the defendant the sum of \$124.00 due from him by account stated between plaintiff and defendant on, to-wit, May 6, 1941, which sum of money, together with interest thereon, is still due and unpaid.

COUNT THREE

Plaintiff claims of the defendant the sum of \$124.00 due under the terms of two written agreements executed by the defendant, ^{one} on March 22, 1938, whereby he agreed to pay to the plaintiff the sum of \$4.50 per week of service for 26 actual weeks of service on which the balance remaining due and unpaid is \$7.00 and written agreement executed May 5, 1939, whereby the defendant agreed to pay to the plaintiff the sum of \$4.50 per week of service for 26 actual weeks of service under which the amount remaining due and unpaid is \$117.00

Sidney J. Gray
ATTORNEY FOR PLAINTIFF

Defendant's Address:

Foley, Alabama

MOTION PICTURE ADVERTISING SERVICE CO. INC.



Planning • Producing • Placing • Motion Picture Advertising Campaigns

1032 CARONDELET ST.
NEW ORLEANS

November 13, 1941

STATEMENT

CHILDRESS MARKET
FOLEY, ALA.

| <u>DEBITS</u> | | | <u>CREDITS</u> | | |
|-------------------------------|---------|---------|-----------------------------------|------|----------|
| <u>Contract dated 3/22/38</u> | | | | | |
| May 30, 1939 | Service | \$ 9.00 | | | |
| June 27, " | " | 9.00 | | | |
| July 25, " | " | 9.00 | | | |
| Aug. 22, " | " | 9.00 | Feb. 3, 1939 | Cash | \$ 25.00 |
| Sep. 19, " | " | 9.00 | | | |
| Oct. 17, " | " | 9.00 | Mar. 24, " | " | 30.00 |
| Nov. 14, " | " | 9.00 | | | |
| Dec. 12, " | " | 9.00 | May 6, " | " | 35.00 |
| Jan. 9, 1939 | " | 9.00 | | | |
| Feb. 6, " | " | 9.00 | | | |
| Mar. 6, " | " | 9.00 | | | |
| Apr. 3, " | " | 9.00 | | | |
| May 1, " | " | 9.00 | | | |
| <u>Contract dated 5/5/39</u> | | | | | |
| June 5, 1939 | " | 9.00 | | | |
| July 3, " | " | 9.00 | May 6, 1941 | " | 20.00 |
| July 31, " | " | 9.00 | | | |
| Aug. 28, " | " | 9.00 | | | |
| Sep. 25, " | " | 9.00 | | | |
| Oct. 23, " | " | 9.00 | | | |
| Nov. 20, " | " | 9.00 | | | |
| Dec. 18, " | " | 9.00 | | | |
| Jan. 15, 1940 | " | 9.00 | | | |
| Feb. 12, " | " | 9.00 | | | |
| Mar. 11, " | " | 9.00 | | | |
| April 8, " | " | 9.00 | | | |
| May 6, " | " | 9.00 | | | |
| Total debits \$234.00 | | | Total credits \$ 110.00 | | |
| Total credits . . 1 . 110.00 | | | | | |
| Balance due . . \$124.00 | | | | | |

14729

STATE OF LOUISIANA

COUNTY OF ORLEANS

Before me, the undersigned authority, personally
appeared A. C. DOSKEY, JR.,

known to me, who being duly sworn, upon his oath stated that he is ASSISTANT
TREASURER, of MOTION PICTURE ADVERTISING SERVICE CO. INC.

a corporation organized and doing business under the laws of LOUISIANA,

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 MOTION PICTURE ADVERTISING SERVICE CO. INC.;

that the attached account against CHILDRESS MARKET OF FOLEY, ALABAMA

is just and correct, within the knowledge of this affiant; and that he has authority to make
this affidavit and that he has personal knowledge of the matters contained herein; that
the items thereon stated and comprising the said account were sold and delivered to the

RECORDED

Executed

Jan 15th

1942

by serving

copy of the

With in

Summons & Complaint

on J.B. Childress

W.K. Street

Sheriff

By

Deputy Sheriff

727

RECORDED

Motion Picture Advertising
Service Co., a Corporation.

vs

J.B. Childress, doing business
under the trade name and style
Childress Market

Filed 1-13-42

R. S. Duck

MOTION PICTURE ADVERTISING SERVICE
CO., INC., a corporation,
Plaintiff

vs.

J. B. CHILDRESS, doing business under
the trade name and style of Childress
Market,
Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

Comes the Defendant in the above styled cause and demurring
to Plaintiff's complaint and each count thereof separately and sev-
erally says;

(1) Said complaint does not state cause of action.

And separately demurring to count three (3) of said complaint
he says:

1. Said count does not set out the terms of the alleged con-
tract.

2. Said count does not allege that the Plaintiff has com-
plied with all terms of the said contract.

3. Said count does not allege that under the terms of the
said contract, it was in force for the period alleged.

BEEBE & HALL, Lawyers

By

W. C. Beebe
Attorney for Defendant

727

Cine

RECORDED

Filed Feb 12 1942
Rafines
Cull

at the special instance and request of said debtor

all payments and just and lawful offsets to which said account is ~~entitled~~ ^{entitled} thereo

and that the balance thereof, amounting to the sum of.....

ONE HUNDRED TWENTY FOUR AND NO/100. Dollars (\$ 124.00)

with interest from..... 19.....,

is justly due and remains unpaid.

Alfonso

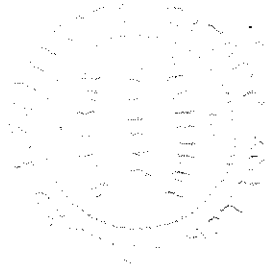
Sworn to and subscribed before

me on this the 15th day of

November, 1941

Luis J. Hernandez
Notary Public
Not. Pub.

Commission Expires at Death



THE STATE OF ALABAMA,
Baldwin County

CIRCUIT COURT

TO Sol Weiss Sr

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 Miss A. L Maholland

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
Co., a corporation

Plaintiff
Complainant

and J.B. Childress, doing business as under the trade name
and style of Childress Market

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 23rd day of May

1945

REGISTRAR
Clerk

Commissioner's Fee \$

Stenographic
Witness Fees, \$

7 50
2 50

Motion Picture Advertising Service
Co., Inc., a corporation,
Plaintiff,

vs:

J. B. Childress, doing business
under the trade name and style of
Childress Market,
Defendant.


IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW.

TO MESSRS. BEEBE & HALL, ATTORNEYS OF RECORD FOR DEFENDANT, J. B.
CHILDRESS, DOING BUSINESS UNDER THE TRADE NAME AND STYLE OF
CHILDRESS MARKET:

You are hereby notified that interrogatories have this
day filed in the office of the Clerk for the above named Court
to Miss A. L. Maholland, a witness in plaintiff's behalf in the
above entitled cause. A copy of the said interrogatories is
hereto attached, and you can file cross-interrogatories, if you
think proper, within ten days after service of this notice, at
the expiration of which time a commission will issue to Sol
Weiss, Sr., the proposed commissioner to take the deposition of
said witness.

The said witness resides in New Orleans, Louisiana and
the said commissioner resides in the City of New Orleans, Louis-
iana, his address being Carondelet Building, in said City of New
Orleans.

WITNESS my hand this 11th day of May, 1945.


Clerk of Circuit Court.

Motion Picture
Advertising Service
Co., Inc., a corpo-
ration,
Plaintiff,

vs;

J. B. Childress,
doing business under
the trade name and
style of Childress
Market,
Defendant.

IN THE
CIRCUIT
COURT OF
BALDWIN CO.,
ALABAMA,

AT LAW

Motion Picture Advertising Service
Co., Inc., a corporation,
Plaintiff,

vs.

J. B. Childress, doing business under
the trade name and style of Childress
Market.

Defendant.

) IN THE CIRCUIT COURT OF
)
) BALDWIN COUNTY, ALABAMA
)
) AT LAW.

INTERROGATORIES to be propounded to Miss A. L. Maholland
witness in plaintiff's behalf, all in accordance with the Laws
of Alabama and the rules of practice of this Court, as follows:

1. State your name, age and place of residence.
2. State whether or not you are in any way connected with
the Plaintiff in the above entitled cause and if your
answer is yes state in what capacity.
3. If you say that you are employed by the Plaintiff in
this cause, state whether or not you are familiar with
the books of account of said company.
4. If you say that you are employed by the Plaintiff,
state whether or not you are familiar with contracts
with and by the Plaintiff and with the accounts due
by said accounts and contracts.
5. If you say that you are familiar with or kept the books
of account of the Plaintiff, state whether or not the
Defendant, J. B. Childress, doing business under the
trade name and style of Childress Market, of Foley,
Alabama is at the present time indebted to the Plaintiff,
Motion Picture Advertising Service Company, Inc., of
New Orleans, Louisiana; if your answer is yes, attach as
Exhibit "A" to your testimony a statement of account due
the Plaintiff from the Defendant, entering all debits
and credits; and attach to your answers to these inter-
rogatories all evidences of the same.
6. If your answer is that Defendant is indebted to Plaintiff,
what is the amount of such indebtedness after allowing
all credits set-offs and counter-claims and if your answer
is yes state when such debt or indebtedness was due, or is
to become due; and whether or not demand has been made for
the payment thereof.

H. E. Smith
H. E. Smith
Attorney for Plaintiff.

The name of Sol Weiss, Sr., Carondelet Building, New Orleans,
Louisiana, is suggested as a suitable person to take the deposition
of said witness.

H. E. Smith
Attorney for Plaintiff.

STATE OF ALABAMA,
BALDWIN COUNTY.

)
:
)

IN THE CIRCUIT COURT
AT LAW.

Personally appeared before me, R. S. Duck, Clerk of said Court, H. E. Smith, who being duly sworn, deposes and says as follows; that he is Attorney of record for the Plaintiff in the foregoing cause and that the answers to the foregoing interrogatories will be material evidence for the Plaintiff upon the trial of said cause. The said witness, Miss A. L. Maholland, resides out of the State of Alabama.

H. E. Smith

Sworn to and subscribed before me this the 11th day of May, 1945.

R. S. Duck

Clerk.

727

By W. S. Walker Deputy Sheriff

C. E. Garrett Sheriff

W. C. Burke

Comptroller on

by serving copy of within Summons and

1945

12th May

STATE OF ALABAMA,) IN THE
BALDWIN COUNTY.) CIRCUIT

COURT

AT LAW.

Motion Picture Advertising
Service Co., Inc., a corporation,
Plaintiff,

VS:

J. B. Childress, doing business
under the trade name and style
of Childress Market,
Defendant.

Filed May 11, 1945
P. L. Childress
clerk

Plaintiff

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW.

Defendant

* * * * *

STATE OF LOUISIANA

PARISH OF ORLEANS

CITY OF NEW ORLEANS

Answer to Interrogatory No. 1: My name is Alma Lee Maholland; my age is 46; I live at 3203 Chestnut Street, New Orleans, Louisiana.

Answer to Interrogatory No. 2: I am connected with the plaintiff company in the capacity of Credit Manager.

Answer to Interrogatory No. 3: I am familiar with the books of account of said company.

Answer to Interrogatory No. 4: I am familiar with contracts with and by the plaintiff, with the amounts due by said accounts and contracts and connected therewith.

727

By W. A. Walker Deputy Sheriff

C. E. Gault Sheriff

W. C. Biele

Complainant on

to receive copy of within Summons and

1945

12th May

STATE OF ALABAMA,) IN THE
, BALDWIN COUNTY.) CIRCUIT
COURT
AT LAW.

Motion Picture Advertising
Service Co., Inc., a corporation,
Plaintiff,

VS:

J. B. Childress, doing business
under the trade name and style
of Childress Market,
Defendant.

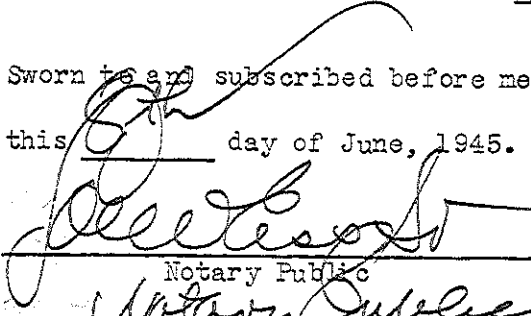
Filed May 11, 1945
R. Biele
clerk

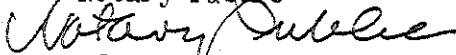
Answer to Interrogatory No. 5: Yes, J. B. Childress, doing business under the trade name and style of Childress Market, of Foley, Alabama, is at the present time indebted to the plaintiff, Motion Picture Advertising Service Company, Inc., in the amount of \$124.00, with interest and costs, and a statement is attached hereto marked Exhibit "A", which statement shows all debits and credits. Attached also and marked Exhibit "B" is a certification, dated August 4th, 1943, from M. Campbell, Manager of the Palm Theatre, of Foley, Alabama, certifying to the screening of all the films shipped to said theatre in performance under contracts signed by defendant. And as further evidence of the said indebtedness and the origin thereof, I attach hereto, identified as Exhibits "C" and "D", the original contracts with said J. B. Childress and signed by him, said contracts being dated respectively March 22nd, 1938, and May 5th, 1939.

Answer to Interrogatory No. 6: The amount of the indebtedness due by said J. B. Childress, defendant, unto plaintiff herein, after allowing all credits, set-offs and counter-claims, is \$124.00. This indebtedness became due during 1939, 1940 and 1941, as service represented by shipment of films to the Palm Theatre and screened by the Palm Theatre, was rendered. The entire amount is now long past due and has been due since May, 1940. Monthly invoices were sent by plaintiff to said defendant as the amounts became due and matured, and the usual collection demand letters were written and sent by me in behalf of plaintiff to said defendant.

Sworn to and subscribed before me

this 8th day of June, 1945.


Notary Public


Commissioner

MOTION PICTURE ADVERTISING SERVICE CO. INC.



Planning • Producing • Placing • Motion Picture Advertising Campaigns

1032 CARONDELET ST.
NEW ORLEANS

CHILDRESS MARKET
FOLEY, ALA.

June 8, 1945

STATEMENT

DEBITS

Con. dated 3/22/38

| | | |
|-------------------|---------|---------|
| May 30, 1938 | Service | \$ 9.00 |
| June 27, " | " | 9.00 |
| July 25, " | " | 9.00 |
| Aug. 22, " | " | 9.00 |
| Sep. 19, " | " | 9.00 |
| Oct. 17, " | " | 9.00 |
| Nov. 14, " | " | 9.00 |
| Dec. 12, " | " | 9.00 |
| Jan. 9, 1939 | " | 9.00 |
| Feb. 6, " | " | 9.00 |
| Mar. 6, " | " | 9.00 |
| Apr. 3, " | " | 9.00 |
| May 1, " | " | 9.00 |
| Con. dated 5/5/39 | | |
| June 5, 1939 | " | 9.00 |
| July 3, " | " | 9.00 |
| July 31, " | " | 9.00 |
| Aug. 28, " | " | 9.00 |
| Sep. 25, " | " | 9.00 |
| Oct. 23, " | " | 9.00 |
| Nov. 20, " | " | 9.00 |
| Dec. 18, " | " | 9.00 |
| Jan. 15, 1940 | " | 9.00 |
| Feb. 12, " | " | 9.00 |
| Mar. 11, " | " | 9.00 |
| Apr. 8, " | " | 9.00 |
| May 6, " | " | 9.00 |

CREDITS

| | | |
|--------------|------|---------|
| Feb. 3, 1939 | Cash | \$25.00 |
| Mar. 24, " | " | 30.00 |
| May 6, " | " | 35.00 |
| May 6, 1941 | " | 20.00 |

Total debits \$234.00
Total credits 110.00

Total credits \$110.00

Balance due \$124.00

*Subject A
Foley's Dr. William F. Foley*

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

"Screen Broadcasts"
A MERCHANDISING
ADVERTISING
SOUND FILM
SERVICE

SERIAL NO 6109

City Honey State Ala Date Mar. 22-1938

1. Please furnish for us, the undersigned, your series of advertising films featuring
Gracyn's 1/3 Market's 1/3 Fruits & Vegetables 1/3
(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 Screen- ing to Theatre | (3) Average Rate Per week of Service to MPA | (4) Average Rate Per week Screen- ing to Theatre(s) |
|--------------------------------------|---|--|--|
| <u>4.50</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 Revised, 1938, and ship to theatre(s)
for screening every other week until you have
rendered 52 actual weeks of service. (Write out service schedule)

3. For film service as ordered, we agree to pay you \$ 4.50 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 the-
atre(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 print-
ed and spoken copy and in full payment for which we inclose herewith \$ Three Dollars

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 sched-
ule except under circumstances beyond its control, such as fires, strikes, theatre closings, refusal of the-
atre(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
the screen space covered by this order MPA shall be entitled to do so provided that MPA shall not sus-
pend 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 Use Cudaby Puritan Name known
when running Market films
(Executed in Duplicate)

Salesman Richard H. Allen Signed CHILDRESS MARKET
Accepted and Countersigned: R. Childress
(Advertiser's Firm Name)
NEW ORLEANS, LA., 1938 By
MOTION PICTURE ADVERTISING SERVICE CO., INC.
By Address
Authorized Officer

Address all communications and make all checks payable to Motion Picture Advertising Service Co., Inc.

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

"Screen Broadcasts"

A MERCHANDISING
ADVERTISING
SOUND FILM
SERVICE

SERIAL **B** NO. **22089**

City Foley State Ala Date May 5-39

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

Rowles 13 Mints 13 Fruits and Vegetables 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>Palom</u> | <u>Foley Ala</u> | <u>4.50</u> | | \$ | \$ |
| | | | | | |
| | | | | | |

(Do not fill out Columns 2, 4, and Section 7 when Rates shown in Columns 1, 3 and Section 3 include theatre screening charge(s).)

2. Start service on or about Regular, 1939, and ship to theatre(s)
for screening Every other week until you have

rendered 52 actual weeks of service, same to be rendered over a period of three months.
(Write out service schedule)

3. For film service as ordered, we agree to pay you \$ 4.50 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 one special Individual name trailer from attached printed and spoken copy and in full payment for which we inclose herewith one name trailer

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

Salesman Lydia Holen (Executed in Duplicate) Signed CHILDRESS MARKET
Accepted and Countersigned: (Advertiser's Firm Name)

NEW ORLEANS, LA., 1939 By J. B. Childress
MOTION PICTURE ADVERTISING SERVICE CO., INC.

By _____ Address _____
Authorized Officer

Address all communications and make all checks payable to Motion Picture Advertising Service Co., Inc.

B

Foley Alabama
August 7, 1943

This is to certify that films skipped by the Motion Picture Advertising Service Company, Inc. to the Palm Theatre, Foley Alabama for their account, the Childress Market were displayed on the screen of the Palm Theatre the following weeks with exception if any noted:

*cc August 13
to Mary Beale*

| |
|--------------|
| May 30, 1939 |
| June 27, " |
| July 25, " |
| Aug. 22, " |
| Sep. 19, " |
| Oct. 17, " |
| Nov. 14, " |
| Dec. 12, " |
| Jan. 9, 1940 |
| Feb. 6, " |
| Mar. 6, " |
| Apr. 3, " |
| May 1, " |

| |
|---------------|
| June 5, 1939 |
| July 3, " |
| July 31, " |
| Aug. 28, " |
| Sep. 25, " |
| Oct. 23, " |
| Nov. 20, " |
| Dec. 18, " |
| Jan. 15, 1940 |
| Feb. 12, " |
| Mar. 11, " |
| April 8, " |
| May 6, " |

Palm Theatre

By M. Campbell
Manager

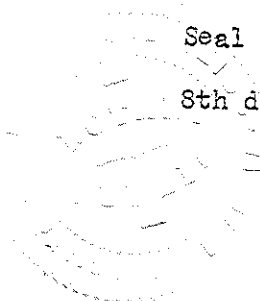
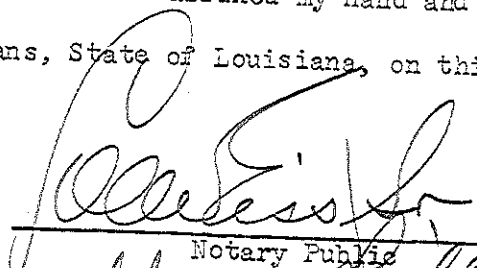
I, Sol Weiss, Sr., Notary Public, named in the hereunto attached commission, do hereby certify that the above and foregoing is the deposition of the witness, Miss A. L. Maholland, in answer to the interrogatories propounded unto her as hereinabove set forth.

I further certify that after the answers of said witness had been given under oath and in my presence, the same were transcribed, and were read by said witness and were signed by her in my presence.

I do further certify that no cross-interrogatories were forwarded to me for propounding unto said witness. I do further certify that in the course of her said deposition the said witness produced and identified the Exhibits referred to by her and marked by me as Exhibits "A", "B", "C" and "D", which exhibits I have identified with my official signature and have attached unto the said deposition as part thereof.

I hereby certify that my fees for acting as Notary Public and Commissioner, and amounting to \$7.50, together with stenographic charges of \$2.50 for taking and transcribing the said testimony and deposition, have been paid by plaintiff, Motion Picture Advertising Service Company, Inc.

IN WITNESS WHEREOF, I have hereunto affixed my hand and Notarial Seal at New Orleans, Parish of Orleans, State of Louisiana, on this, the 8th day of June, 1945.



Notary Public
Commissioner

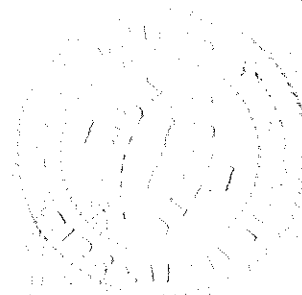
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Matison Pictures
Advertising Co

vs
J B Childress

Ingratiation and
Assurance

For June 29-1943
R. Duck
Clunk



SIDNEY J. GRAY
LAWYER
THIRD FLOOR STAPLES-PAKE BLDG.
MOBILE ALABAMA

January 27, 1942

Hon. Robert S. Duck
Clerk of the Circuit Court
Bay Minette, Alabama

Re: Motion Picture Advertising Service
Vs: Childress Market

Dear Mr. Duck:

I will personally be responsible for the payment of
the court costs in this case which I trust will be satisfactory
to you.

Very truly yours,


SIDNEY J. GRAY

SJG:VM