1367

SUMMONS

THE STATE OF ALABAMA,)
)
BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA - GREETING:

You are hereby commanded to summon WALTER W. HOILES, doing business as H & H FOOD STORE, 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 same, then and there to answer the Complaint of FRANCIS H. LEGGETT & COMPANY, a Florida Corporation.

Witness my hand this the 22nd day of June, 1949.

Alice J. Wenck
Clerk

////////////////////////////

COMPLAINT

FRANCIS H. LEGGETT & COMPANY, a Florida Corporation, Plaintiff	IN THE CIRCUIT COURT OF THE TWENTY EIGHTH JUDICIAL CIRCUIT OF ALABAMA - AT LAW
vs.	
WALTER W. HOILES, doing business as H & H FOOD STORE, Defendant	

COUNT I

The Plaintiff claims of the Defendant the sum of FIVE HUNDRED THREE & 63/100 DOLLARS ($503.63), together with interest thereon, due from him by account on, to wit: the 20th day of June, 1949, which sum of money, with interest thereon, is still unpaid.

COUNT II

The Plaintiff claims of the Defendant the sum of FIVE HUNDRED THREE & 63/100 DOLLARS ($503.63), together with interest thereon, due from him on account stated between the Plaintiff and the Defendant on, to wit: the 20th day of June, 1949, which sum of money together with interest thereon, is still unpaid.

COUNT III

The Plaintiff claims of the Defendant the sum of FIVE HUNDRED THREE & 63/100 DOLLARS ($503.63), together with interest thereon, due from for merchandise, goods and chattels sold by the Plaintiff to the Defendant on, to wit: the 20th day of June, 1949, which sum of money with interest thereon, is still unpaid. Due

Gary H. Clemens
Attorney for Plaintiff

There is attached hereto and made a part hereof, an itemized statement of the amount of this claim, verified by the affidavit of a competent witness, made before and certified to by a Notary Public, which shows the amount owed on this claim as of 10th day of June, 1949.

Gary H. Clemens

The defendant lives at Robertsdale, Alabama.

STATE OF FLORIDA)
(ss.:
COUNTY OF DUVAL)

Personally appeared before the undersigned officer, who is duly authorized to administer oaths, Wm. E. Downey, who, first being duly sworn, deposes and says on oath that he is agent for and division manager of Francis H. Leggett & Company, a corporation, and that the foregoing and attached account against Walter W. Hoiles, trading as H & H Food Store, in the sum of $503.63, with interest at 6% from the due date of each invoice, is for goods, wares and merchandise sold to said Walter W. Hoiles by Francis H. Leggett & Company at his special instance and request and that there are no offsets or credits thereon, and that same is just, true, correct and unpaid.

Wm E Downey

Sworn to and subscribed before me
this 10th day of June,
A. D., 1949.

Douglas A. McIlvoln
Notary Public, State of Florida
My commission expires:

Notary Public, State of Florida at Large.
My Commission expires February 10, 1951.
Bonded by New Amsterdam Casualty Co.

FRANCIS H. LEGGETT & COMPANY

2689 ROSSELLE STREET — JACKSONVILLE 4, FLA.

TELEPHONE
7-8442

Premier FOODS

6/8/49
West
kll

Walter W. Hoiles
H & H Food Store
Robertsdale, Ala.

WE WILL NOT BE RESPONSIBLE FOR CHECKS DRAWN TO THE ORDER OF SALESMEN OR AGENTS.

PLEASE MAKE CHECKS PAYABLE TO ORDER OF
FRANCIS H. LEGGETT & COMPANY

1948	
Aug. 2	1.00
Aug. 2	152.91
Sept. 3	1.00
Sept. 17	53.90
Sept. 21	93.00
Sept. 21	31.19
Sept. 24	84.38
Oct. 4	1.00
Oct. 6	34.75
Nov. 22	51.50
Credit	
Nov. 5	1.00
Total	503.63

We submit the above list of unpaid bills which we request you compare with your records. If there is any difference, please advise us direct with particulars. If correct, will you kindly send us check for the bills that are due.

FRANCIS H. LEGGETT & COMPANY

Form 35

Received in office this 24 day of June, 1949
TAYLOR WILKINS, Sheriff

Executed 6-25 1949
by serving copy of within Summons and Complaint on
Walter W Hailes

Taylor Wilkins
Sheriff

Pilbergh Steadham

N 1367

RECORDED

SUMMONS AND COMPLAINT

FRANCIS H. LEGGETT & COMPANY,
a Florida Corporation,

Plaintiff

vs.

WALTER W. HOILES, doing business
as H & H FOOD STORE,

Defendant

IN THE CIRCUIT COURT OF THE
TWENTY EIGHTH JUDICIAL CIRCUIT
OF ALABAMA AT LAW

Filed 6-22-49
Alice J. Veach
Clerk

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

FRANCIS H. LEGGETT & COMPANY A Florida Corporation, Plaintiff, vs. WALTER W. HOILES, Doing business as H. & H Food Store, Defendant	)	IN THE CIRCUIT COURT OF THE TWENTY EIGHTH JUDICIAL CIRCUIT OF ALABAMA AT LAW.

Comes the Defendant in the above styled cause and files this his demurrer to the Complaint filed in said cause and assigns the following separate and several grounds, viz:-

1. That Count 2 of said Complaint does not state a cause of action.

2. That count 2 of said Complaint is vague and indefinite.

3. That Count 2 of said Complaint alleges that he claims on account "state".

4. That Count 3 of said Complaint does not state a cause of action.

5. That Count 3 of said Complaint is vague and indefinite.

6. That Count 3 of said Complaint does not allege that the money claimed is due from the Defendant.

7. That the Complaint states that there is attached an itemized statement of the amount of the claim properly verified but no such statement is attached to the copy served on the Defendant.

Hybart, Mason & Stone
Attorneys for Defendant.

The Defendant demands a trial
of this cause by Jury.

Hybart, Mason & Stone
Attorneys for Defendant.

MW 1367

RECORDED

DEMURRER

FRANCIS H. LEGGETT & COMPANY,
A Florida Corporation,

Plaintiff,

vs.

WALTER W. HOILES, doing business
as H & H Food Store,

Defendant.

IN THE CIRCUIT COURT OF THE
TWENTY EIGHTH JUDICIAL
CIRCUIT OF ALABAMA
LAW SIDE.

Filed July 19, 1949.

Alice J. Duck
Clerk.

LAW OFFICES
HYBART, CHASON & STONE
BAY MINETTE, ALABAMA

FRANCIS H. LEGGETT & COMPANY, a Florida Corporation, Plaintiff	)	IN THE CIRCUIT COURT OF THE TWENTY EIGHTH JUDICIAL CIRCUIT OF ALABAMA - AT LAW
vs.	)	
WALTER W. HOILES, doing business as H & H FOOD STORE, Defendant	)	

INTERROGATORIES FILED BY THE PLAINTIFF TO THE DEFENDANT:

Now comes the Plaintiff and files the following interrogatories to the Defendant, Walter W. Hoiles:

1. Have you ever made any purchases from the Plaintiff?

2. Did you not make the purchases as shown on the attached invoices, numbered from 1 to 10, inclusive?

3. If you did not make any of these purchases, itemize the purchases which you did or did not make, specifying whether you are itemizing the purchases you made or the purchases you did not make.

4. Did you receive the merchandise you ordered?

5. If you did not receive any of this merchandise, itemize the merchandise not received.

6. Were the purchases merchantable when received?

7. If any of these purchases was not merchantable, please itemize the purchases which were not merchantable and the reason therefor.

8. Have you make any payments on this account?

9. If so, state the date or dates, the method of payment or payments, and the amount or amounts paid. Attach the opies of any receipts showing payment on this account.

10. Do you not now owe the Plaintiff the sum of $503.63?

11. If you do not owe this amount, which amount do you claim to owe the Plaintiff, and state your reason for the difference between the amount claimed by the Plaintiff and the amount you claim to owe the Plaintiff.

12. Is it not true that you owe the Plaintiff the balance of $503.63?

Forest A. Christian
Attorney for Plaintiff

THE STATE OF ALABAMA,)
)
BALDWIN COUNTY.)

Before me, Ann Schulz, a Notary Public in and for said County and State, personally appeared before me Forest A. Christian, known to me, who being first duly sworn, deposes and says that he is of counsel for the Plaintiff in the above styled cause; that the answer to the foregoing interrogatories truthfully made, will be material evidence for the Plaintiff in the trial of said cause.

Sworn to and subscribed before me this the 19th day of December, 1949.

Ann Schulz
Notary Public

Forest A. Christian
Affiant

INTERROGATORIES FILED BY THE

PLAINTIFF TO THE DEFENDANT

FRANCIS H. LEGGETT & COMPANY,
a Florida Corporation,

Plaintiff

vs.

WALTER W. HOILES, doing business
as H & H FOOD STORE,

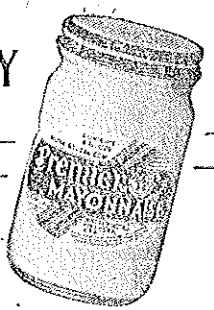
Defendant

IN THE CIRCUIT COURT OF THE

TWENTY EIGHTH JUDICIAL CIRCUIT

OF ALABAMA - AT LAW

FRANCIS H. LEGGETT & COMPANY



2689 ROSSELLE STREET — JACKSONVILLE 4, FLA.

TELEPHONE 7-8442

Premier Foods

6/8/49
West
kll

Walter W. Hollon
H & H Food Store
Robertsdale, Ala.

WE WILL NOT BE RESPONSIBLE FOR CHECKS DRAWN TO THE ORDER OF SALESMEN OR AGENTS.

PLEASE MAKE CHECKS PAYABLE TO ORDER OF
FRANCIS H. LEGGETT & COMPANY

1948	
Aug. 2	1.00
Aug. 2	152.91
Sept. 3	1.00
Sept. 17	53.90
Sept. 21	93.00
Sept. 21	31.19
Sept. 24	84.38
Oct. 4	1.00
Oct. 6	34.75
Nov. 22	51.50
Credit	
Nov. 5	1.00
Total	503.63

We submit the above list of unpaid bills which we request you compare with your records. If there is any difference, please advise us direct with particulars.

If correct, will you kindly send us check for the bills that are due.

FRANCIS H. LEGGETT & COMPANY

Form 35

FRANCIS H. LEGGETT & COMPANY

CABLE ADDRESS LEGGETT.

PHONE 7-8442

MANUFACTURERS IMPORTERS & DISTRIBUTORS OF

PREMIER FOOD PRODUCTS

2689 ROSSELLE STREET

JACKSONVILLE 4, FLORIDA

8/2/48
West
$1.00
kll

SOLD TO

Walter W. Hoiles
H. & H. Food Store
Robertsdale, Ala.

TERMS: 30 DAYS NET OR 10 DAYS LESS 1% SUBJECT TO CONDITIONS ON OTHER SIDE

KINDLY DETACH AND RETURN THIS BILL HEAD WITH YOUR REMITTANCE

BOUGHT FROM FRANCIS H. LEGGETT & COMPANY DATE_____ PAID_____ CHECK_____

25 copies	Everywoman's Magazines	1.00

DUPLICATE COPY

1

CHECKS MUST BE MADE PAYABLE TO FRANCIS H. LEGGETT & COMPANY

WE WILL NOT BE RESPONSIBLE FOR CHECKS DRAWN TO THE ORDER OF SALESMEN OR AGENTS

Bills are subject to draft at sight if not paid when due, and will be considered due and payable on demand in the event purchaser disposes of his business or becomes financially involved.

All claims of whatever nature must be made promptly upon receipt of goods in order to facilitate prompt investigation.

Canned goods, spoiled or swelled, must be reported within 90 days and swells held subject to our order in all cases or no allowance can be made for them. It is illegal to ship swells. NO ALLOWANCE WILL BE MADE FOR CUT CANS.

We guarantee that the articles of food or drugs herein billed are not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938.

FRANCIS H. LEGGETT & COMPANY

FRANCIS H. LEGGETT & COMPANY

MANUFACTURERS IMPORTERS & DISTRIBUTORS OF

PREMIER FOOD PRODUCTS

JACKSONVILLE 4, FLA.
2689 ROSSELLE STREET

TELEPHONE
7-8442

DATE 8/20/48

VIA ABBS – Prepaid . West . 1008 . 152.91
kll

SOLD TO

Walter Hoiles

Robertsdale, Ala.

TERMS
30 DAYS NET OR 10 DAYS LESS 1%
SUBJECT TO CONDITIONS ON OTHER SIDE

KINDLY DETACH AND RETURN THIS BILL HEAD WITH YOUR REMITTANCE

QUAN.	PKGS.	SIZE	DESCRIPTION	WEIGHT	QUAN.	PRICE	EXTENSION
1	cs	24/8	Premier Sauce Arturo	16	1		3.35
1	cs	12/16	Premier Imp. Peanut Butter	16	1		4.45
1	cs	24/1#	Premier Lge. Past. Prunes	27	1		4.75
1	cs	24/2	Premier Pineapple Juice	38	1		4.35
1	cs	12/46	Premier Pineapple Juice	45	1		5.20
1	cs	24/300	Premier Lot 2 Gr. Asparagus	28	1		5.90
1	cs	48/1	Queen Cut Beans	42	1		5.50
1	cs	24/2	Queen Cut Wax Beans	38	1		4.20
1	cs	24/16	Premier Fr. Style Beets	38	1		3.45
1	cs	12/28	Premier O. F. Baked Beans	29	1		3.45
1	cs	24/16	Premier Diced Carrots	38	1		3.50
2	cs	24/2	Premier Golden Cr. Corn	76	2	4.75	9.50
3	cs	48/8	Premier G. R. Sweet Peas	105	3	5.25	15.75
1	cs	24/2	Premier Reg. Spinach	38	1		4.00
1	cs	24/2	Premier Succotash	39	1		6.35
1	cs	12/9	Premier Pig Feet Cutlets	18	10/12	4.15	3.46
1	cs	24/2	Premier Apple Sauce	39	1		3.60
2	cs	24/14	Premier Catsup	80	2	5.05	10.10
1	cs	24/3	LaChoy Chop Suey Sauce	10	1		2.35
1	cs	12/4	Kitchen Bouquet	10	1		4.50
1	cs	12/6	Brands A-1 Sauce	17	1		3.20
1	cs	24/8	Premier Pure Maple Syrup	30	1		9.70
1	cs	24/9	Premier Mammoth Ripe Olives	32	1		7.70
1	cs	24/2	Premier 3 CX Stuffed Manz. Olives	14	1		4.65
1	cs	24/3½	Premier 5 CX Pl. Stuffed Manz. Olives	21	1		6.40
1	cs	24/8	Premier 8 PX Stuffed Queen Olives	27	1		8.25
1	cs	24/1½	Beardsley Dried Beef	8	1		5.30
31	Cases		Prepaid	919			152.91

DUPLICATES COPY

(2)

Bought From FRANCIS H. LEGGETT & COMPANY DATE_____ PAID_____ CHECK_____

CHECKS MUST BE MADE PAYABLE TO FRANCIS H. LEGGETT & COMPANY

FORM 19 WE WILL NOT BE RESPONSIBLE FOR CHECKS DRAWN TO THE ORDER OF SALESMEN OR AGENTS

Bills are subject to draft at sight if not paid when due, and will be considered due and payable on demand in the event purchaser disposes of his business or becomes financially involved.

All claims of whatever nature must be made promptly upon receipt of goods in order to facilitate prompt investigation.

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We guarantee that the articles of food or drugs herein billed are not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938.

FRANCIS H. LEGGETT & COMPANY

FRANCIS H. LEGGETT & COMPANY

CABLE ADDRESS LEGGETT.

PHONE 7-8442

MANUFACTURERS IMPORTERS & DISTRIBUTORS OF

PREMIER FOOD PRODUCTS

2689 ROSSELLE STREET

JACKSONVILLE 4, FLORIDA

9/3/48
West
$1.00
kll

SOLD TO

Walter W. Hoiles
H & H Food Store
Robertsdale, Ala.

TERMS: 30 DAYS NET OR 10 DAYS LESS 1% SUBJECT TO CONDITIONS ON OTHER SIDE

KINDLY DETACH AND RETURN THIS BILL HEAD WITH YOUR REMITTANCE

BOUGHT FROM FRANCIS H. LEGGETT & COMPANY DATE_____ PAID_____ CHECK_____

25	copies	Everywoman's Magazines	1.00

DUPLICATE COPY

3

CHECKS MUST BE MADE PAYABLE TO FRANCIS H. LEGGETT & COMPANY

WE WILL NOT BE RESPONSIBLE FOR CHECKS DRAWN TO THE ORDER OF SALESMEN OR AGENTS

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FRANCIS H. LEGGETT & COMPANY

FRANCIS H. LEGGETT & COMPANY

CABLE ADDRESS LEGGETT.

PHONE 7-8442

MANUFACTURERS IMPORTERS & DISTRIBUTORS OF

PREMIER FOOD PRODUCTS

2689 ROSSELLE STREET

JACKSONVILLE 4, FLORIDA

9/17/48
West
#485
ABBS
Prepaid
$53.90
kll

SOLD TO

Walter W. Hoiles
H & H Food Store
Robertsdale, Ala.

TERMS: 30 DAYS NET OR 10 DAYS LESS 1% SUBJECT TO CONDITIONS ON OTHER SIDE

KINDLY DETACH AND RETURN THIS BILL HEAD WITH YOUR REMITTANCE ®

BOUGHT FROM FRANCIS H. LEGGETT & COMPANY DATE_____ PAID_____ CHECK_____

5 cs	24/2	Premier Cr. Pineapple	190	5	6.85	34.25
1 cs	48/½	Premier Light Meat Tuna	30	1		19.65
6 Cases		Prepaid	220			53.90

Duplicate copy

(4)

CHECKS MUST BE MADE PAYABLE TO FRANCIS H. LEGGETT & COMPANY
WE WILL NOT BE RESPONSIBLE FOR CHECKS DRAWN TO THE ORDER OF SALESMEN OR AGENTS

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FRANCIS H. LEGGETT & COMPANY

FRANCIS H. LEGGETT & COMPANY

MANUFACTURERS IMPORTERS & DISTRIBUTORS OF

PREMIER FOOD PRODUCTS

2689 ROSSELLE STREET

JACKSONVILLE 4, FLORIDA

CABLE ADDRESS LEGGETT.

PHONE 7-8442

150
Sept. 21, 1948
West
ABBS
Prepaid
$93.00
kll

SOLD TO

Walter W. Hoiles
H & H Food Store
Robertsdale, Ala.

TERMS: 30 DAYS NET OR 10 DAYS LESS 1% SUBJECT TO CONDITIONS ON OTHER SIDE

KINDLY DETACH AND RETURN THIS BILL HEAD WITH YOUR REMITTANCE

BOUGHT FROM FRANCIS H. LEGGETT & COMPANY DATE_____ PAID_____ CHECK_____

3 cs	48/1T	Premier Red Alaska Sockeye Salmon	183	3	31.00	93.00

DUPLICATE COPY

5

CHECKS MUST BE MADE PAYABLE TO FRANCIS H. LEGGETT & COMPANY
WE WILL NOT BE RESPONSIBLE FOR CHECKS DRAWN TO THE ORDER OF SALESMEN OR AGENTS

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FRANCIS H. LEGGETT & COMPANY

FRANCIS H. LEGGETT & COMPANY

CABLE ADDRESS LEGGETT.

PHONE 7-8442

MANUFACTURERS IMPORTERS & DISTRIBUTORS OF

PREMIER FOOD PRODUCTS

2689 ROSSELLE STREET

JACKSONVILLE 4, FLORIDA

774
Sept. 21, 1948
West
ABBS
Prepaid
$31.19
kll

SOLD TO

Walter W. Hoiles
H & H Food Store
Robertsdale, Ala.

TERMS: 30 DAYS NET OR 10 DAYS LESS 1% SUBJECT TO CONDITIONS ON OTHER SIDE

KINDLY DETACH AND RETURN THIS BILL HEAD WITH YOUR REMITTANCE

BOUGHT FROM FRANCIS H. LEGGETT & COMPANY DATE _____ PAID _____ CHECK _____

1	cs	24/2½	Premier Fruit Cocktail	56	1		10.24
2	cs	48/8	Premier Sliced Y. C. Peaches	76	2	5.70	11.40
1	cs	48/1T	Premier Sliced Y. C. Peaches	61	1		9.55
4 Cases			Prepaid	193			31.19

DUPLICATE COPY

6

CHECKS MUST BE MADE PAYABLE TO FRANCIS H. LEGGETT & COMPANY
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FRANCIS H. LEGGETT & COMPANY

FRANCIS H. LEGGETT & COMPANY

MANUFACTURERS IMPORTERS & DISTRIBUTORS OF

PREMIER FOOD PRODUCTS

2689 ROSSELLE STREET

JACKSONVILLE 4, FLORIDA

CABLE ADDRESS LEGGETT.

PHONE 7-8442

1485
Sept. 24, 1948
West
$84.38
ABBs
Prepaid
kll

SOLD TO

Walter W. Hoiles
H & H Food Store
Robertsdale, Ala.

TERMS: 30 DAYS NET OR 10 DAYS LESS 1% SUBJECT TO CONDITIONS ON OTHER SIDE

KINDLY DETACH AND RETURN THIS BILL HEAD WITH YOUR REMITTANCE

BOUGHT FROM FRANCIS H. LEGGETT & COMPANY DATE PAID CHECK

2	cs	24/8	Premier Mayonnaise	44	2	5.95	11.90
2	cs	12/16	Premier Mayonnaise	36	2	5.35	10.70
1	cs	12/12	Premier Crispy Pix Pickles	18	1		3.70
2	cs	24/ 8	Premier Catsup	50	2	3.35	6.70
1	cs	24/14	Premier Catsup	40	1		4.68
1	cs	48/1	Queen Cut Green Beans	42	1		5.50
1	cs	24/2	Queen Cut Wax Beans	38	1		4.70
1	cs	24/2	Premier Spinach	38	1		4.00
1	cs	24/10	Smithfield Pork Barbecus	20	1		11.70
1	cs	12/16	Premier Imp. Peanut Butter	16	1		4.45
1	cs	24/1	Premier Lge. Past. Prunes	27	1		4.75
2	cs	48/8	Premier Sliced Y. C. Peaches	72	2	5.80	11.60
16 Cases			Prepaid	441			84.38

(7)

DUPLICATE COPY

CHECKS MUST BE MADE PAYABLE TO FRANCIS H. LEGGETT & COMPANY
WE WILL NOT BE RESPONSIBLE FOR CHECKS DRAWN TO THE ORDER OF SALESMEN OR AGENTS

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FRANCIS H. LEGGETT & COMPANY

FRANCIS H. LEGGETT & COMPANY

MANUFACTURERS IMPORTERS & DISTRIBUTORS OF

PREMIER FOOD PRODUCTS

2689 ROSSELLE STREET

JACKSONVILLE 4, FLORIDA

CABLE ADDRESS LEGGETT.

PHONE 7-8442

1842
10/6/48
West
Abbs
Prepaid
$34.75
kll

SOLD TO

Walter W. Hoiles
H & H Food Store
Robertsdale, Ala.

TERMS: 30 DAYS NET OR 10 DAYS LESS 1% SUBJECT TO CONDITIONS ON OTHER SIDE

KINDLY DETACH AND RETURN THIS BILL HEAD WITH YOUR REMITTANCE

BOUGHT FROM FRANCIS H. LEGGETT & COMPANY DATE_____ PAID_____ CHECK_____

3	cs	48/8	Premier Fruit Cocktail	102	3	7.45	22.35
1	cs	48/1	Premier Fruit Cocktail	64	1		12.40
4 Cases			Prepaid	166			34.75

DUPLICATE COPY

(F)

CHECKS MUST BE MADE PAYABLE TO FRANCIS H. LEGGETT & COMPANY
WE WILL NOT BE RESPONSIBLE FOR CHECKS DRAWN TO THE ORDER OF SALESMEN OR AGENTS

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FRANCIS H. LEGGETT & COMPANY

FRANCIS H. LEGGETT & COMPANY

MANUFACTURERS IMPORTERS & DISTRIBUTORS OF

PREMIER FOOD PRODUCTS

2689 ROSSELLE STREET

JACKSONVILLE 4, FLORIDA

CABLE ADDRESS LEGGETT.

PHONE 7-8442

10/4/48
West
$1.00
kll

SOLD TO

Walter W. Hoiles
H & H Food Store
Robertsdale, Ala.

TERMS: 30 DAYS NET OR 10 DAYS LESS 1% SUBJECT TO CONDITIONS ON OTHER SIDE

KINDLY DETACH AND RETURN THIS BILL HEAD WITH YOUR REMITTANCE

BOUGHT FROM FRANCIS H. LEGGETT & COMPANY DATE_____ PAID_____ CHECK_____

25 Copies	Everywoman's Magazines	1.00

DUPLICATE COPY

9

CHECKS MUST BE MADE PAYABLE TO FRANCIS H. LEGGETT & COMPANY

WE WILL NOT BE RESPONSIBLE FOR CHECKS DRAWN TO THE ORDER OF SALESMEN OR AGENTS

Bills are subject to draft at sight if not paid when due, and will be considered due and payable on demand in the event purchaser disposes of his business or becomes financially involved.

All claims of whatever nature must be made promptly upon receipt of goods in order to facilitate prompt investigation.

Canned goods, spoiled or swelled, must be reported within 90 days and swells held subject to our order in all cases or no allowance can be made for them. It is illegal to ship swells. NO ALLOWANCE WILL BE MADE FOR CUT CANS.

We guarantee that the articles of food or drugs herein billed are not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938.

FRANCIS H. LEGGETT & COMPANY

FRANCIS H. LEGGETT & COMPANY

CABLE ADDRESS LEGGETT.

PHONE 7-8442

MANUFACTURERS IMPORTERS & DISTRIBUTORS OF

PREMIER FOOD PRODUCTS

2689 ROSSELLE STREET

JACKSONVILLE 4, FLORIDA

1486
Nov.22, 1948
West
$51.50
ABBS
Prepaid
kll

SOLD TO

Walter W. Hoiles
H & H Food Store
Robertsdale, Ala.

TERMS: 30 DAYS NET OR 10 DAYS LESS 1% SUBJECT TO CONDITIONS ON OTHER SIDE

KINDLY DETACH AND RETURN THIS BILL HEAD WITH YOUR REMITTANCE

BOUGHT FROM FRANCIS H. LEGGETT & COMPANY DATE_____ PAID_____ CHECK_____

3	cs	24/2½	Premier O. F. Halves Elberta Peaches	168	3	10.30	30.90
2	cs	24/2½	Premier O. F. Sliced Elberta Peaches	112	2	10.30	20.60
5 Cases			Prepaid	280			51.50

DUPLICATE COPY

10

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FRANCIS H. LEGGETT & COMPANY

N/361

INTERROGATORIES FILED BY THE PLAINTIFF TO THE DEFENDANT

FRANCIS H. LEGGETT & COMPANY,
a Florida Corporation,

Plaintiff

vs,

WALTER W. HOILES, doing business
as H & H FOOD STORE,

Defendant

IN THE CIRCUIT COURT OF THE
TWENTY EIGHTH JUDICIAL CIRCUIT
OF ALABAMA - AT LAW.

FILED
DEC 20 1949
ALICE J. DUCK, Clerk

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

FRANCIS H. LEGGETT & COMPANY, A Florida Corporation, Plaintiff,	)	IN THE CIRCUIT COURT OF THE
vs.	)	TWENTY EIGHTH JUDICIAL CIRCUIT
WALTER W. HOILES, doing business as H & H FOOD STORE, Defendant.	)	OF ALABAMA. AT LAW.

ANSWERS TO INTERROGATORIES PROPOUNDED TO DEFENDANT BY THE PLAINTIFF

1. Yes

2. I do not have all of my records and cannot state whether the invoices are correct.

3. Answered by No. 2.

4. Not as stated.

5. I am unable to state definitely that any of it was not received.

6. Not entirely.

7. The salmon listed in Invoice #5 was damaged in shipment and I notified their salesman, Mr. West and he promised to give me credit for this but failed to do so.

8. No

9. Answered above.

10. No.

11. I should have a credit on the salmon and possibly other items.

12. No.

Walter W. Hoiles

STATE OF ALABAMA

BALDWIN COUNTY

Before me, John Cowan, a Notary Public, in and for said County in said State, personally appeared Walter W. Hoiles, who after being by me first duly and legally sworn deposes and says as follows: That the answers to the Interrogatories are true and correct.

Walter W. Hoiles

Sworn to and subscribed before me, this 2 day of ~~February~~ March 1950.

John Cowan

Notary Public, Baldwin County, Ala.

1367

ANSWERS TO INTERROGATORIES

FRANCIS H. LEGGETT & COMPANY,
A Florida Corporation,

Plaintiff,

vs.

WALTER W. HOILES, doing
business as H & H FOOD STORE,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW.

Filed March 21, 1950.

Eric J. Deck
Clerk.

COMMISSION TO TAKE DEPOSITIONS

Moore Printing Co., Bay Minette, Ala.

THE STATE OF ALABAMA,
BALDWIN COUNTY

Circuit Court

To E. M. VANSTROM, c/o David J. Lewis, Graham Building, Jacksonville, Florida,

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

William E. Downey

as witnesses in behalf of Francis H. Leggett & Company in a cause pending in our Circuit Court in Baldwin County, of said State, wherein

Francis H. Leggett & Company, a Florida Corporation,

Plaintiff ~~Complainant~~

and

Walter W. Hoiles, doing business as H & H Food Store

Defendant ~~Respondent~~

on oath, to be by you administered, upon William E. Downey to take and certify the deposition of the witness and return the same to our Court, with all convenient speed, under your hand.

Witness 27th day of December, 1949

Alice J. Veuch
Clerk ~~Register~~

Commissioner's Fee, $10.00

Witness' Fees, $ 2.00

No.

THE STATE OF ALABAMA
Baldwin County

CIRCUIT COURT

FRANCIS H. LEGGETT & COMPANY

a Florida Corporation

plaintiff

~~Complainant~~

VS.

WALTER W. HOILES, doing business

as H. & H FOOD STORE,

Defendant

COMMISSION TO TAKE DEPOSITION

COMMISSIONER:

E. M. Vanstrom

WITNESSES:

William E. Downey

CERTIFICATE OF COMMISSIONER

FRANCIS H. LEGGETT & COMPANY, a Florida Corporation, Plaintiff vs. WALTER W. HOILES, doing business as H & H FOOD STORE, Defendant	IN THE CIRCUIT COURT OF THE TWENTY EIGHTH JUDICIAL CIRCUIT OF ALABAMA - AT LAW

By virtue of the Commission hereto annexed, issued from the office of the Clerk of the Circuit Court of Baldwin County, State of Alabama, I, the Commissioner therein named, have called and caused to come before me, the said Mr. William E. Downey, the witness named in the said commission, on this the 30 day of December, 1949, at my office in Jacksonville, County of Duval, State of Florida, and having duly cautioned and sworn the said witness to speak the truth, the whole truth, and nothing but the truth, Mr. William E. Downey, the said witness, deposeth and saith as follows:

1st. To the first interrogatory he saith: Yes.

2nd. To the second interrogatory he saith: Division Manager for Francis H. Leggett& Company.

3rd. To the third interrogatory he saith: Yes.

4th. To the fourth interrogatory he saith: I am in complete charge of the Jacksonville Division of Francis H. Leggett & Company, including the supervision of credits.

5th. To the fifth interrogatory he saith: Yes.

6th. To the sixth interrogatory he saith: Wholesale grocery business.

7th. To the seventh interrogatory he saith: Yes.

8th. To the eighth interrogatory he saith: Yes.

9th. To the ninth interrogatory he saith: Yes.

10th. To the tenth interrogatory he saith: Yes.

11th. To the eleventh interrogatory he saith: Yes.

12th. To the twelfth interrogatory he saith: Yes.

13th. To the thirteenth interrogatory he saith: Canned and glassed processed fruits, vegetables and fish and condiments, covering mayonnaise and things of that kind.

14th. To the fourteenth interrogatory he saith: Yes.

15th. To the fifteenth interrogatory he saith: Abbs Trucking Company.

16th. To the sixteenth interrogatory he saith: Yes.

17th. To the seventeenth interrogatory he saith: Yes.

18th. To the eighteenth interrogatory he saith: Yes.

19th. To the nineteenth interrogatory he saith: Yes.

20th. To the twentieth interrogatory he saith: Yes.

21st. To the twenty-first interrogatory he saith: Yes.

22nd. To the twenty-second interrogatory he saith: Yes.

23rd. To the twenty-third interrogatory he saith: Yes.

24th. To the twenty-fourth interrogatory he saith: Yes.

25th. To the twenty-fifth interrogatory he saith: Yes.

26th. To the twenty-sixth interrogatory he saith: $503.63

27th. To the twenty-seventh interrogarory he saith: No.

28th. To the twenty-eighth interrogatory he saith: No.

29th. To the twenty-ninth interrogatory he saith: No.

30th. To the thirtieth interrogatory he saith: No.

31st. To the thirty-first interrogatory he saith: No.

32nd. To the thirty-second interrogatory he saith: This account became due 30 days after the date of each invoice constituting the account in the aggregate amount of $503.63.

33rd. To the thirty-third interrogatory he saith: $503.63, with interest from the due date of each invoice.

William E. Downey

William E. Downey

Certificate of Commissioner - Francis H. Leggett & Company, vs: Walter W. Hoiles, H & H Food Store - Page # 3.

I, E. M. Vanstrom, the Commissioner in said commission named, do hereby certify that the foregoing testimony and answers, taken down and written by me in the words of the witness, William E. Downey, were read over to him; that he assented, swore to and subscribed the same in our presence, at the time and place herein mentioned; that I have personal knowledge of the personal identity of the said witness; that I am not of counsel or kin to either of the parties to said cause, nor interested in the result thereof. And I enclose the said testimony, together with said commission and the interrogatories, direct and cross, to the said Clerk of the Circuit Court, whence the same emanated, as my full execution of said commission.

Given under my hand and seal this the 30 day of December, 1949.

E. M. Vanstrom (SEAL)
Commissioner

Notary Public, State of Florida at Large.
My commission expires May 22, 1952.
Bonded by American Surety Co. of N. Y.

CERTIFICATE OF COMMISSIONER

FRANCIS H. LEGGETT & COMPANY,
a Florida Corporation,

Plaintiff

vs.

WALTER W. HOILES , doing business
as H & H FOOD STORE,

Defendant

IN THE CIRCUIT COURT OF THE

TWENTY EIGHTH JUDICIAL CIRCUIT

OF ALABAMA, - AT LAW

Filed 1-3-50
Alice J. Veach
Clerk.

FRANCIS H. LEGGETT & COMPANY, a Florida Corporation, Plaintiff	)	IN THE CIRCUIT COURT OF THE TWENTY EIGHTH JUDICIAL CIRCUIT OF ALABAMA - AT LAW
vs.	)	
WALTER W. HOILES, doing business as H & H FOOD STORE, Defendant	)	

INTERROGATORIES

Now comes the Plaintiff and propounds interrogatories to William E. Downey a witness whose testimony, when taken, will be material evidence for the Plaintiff on the trial of the above cause.

Interrogatories to William E. Downey, witness:

First Interrogatory:

Are you William E. Downey?

Second Interrogatory:

What is your occupation?

Third Interrogatory:

Do you state that you are Division Manager of credit for Francis H. Leggett & Company?

Fourth Interrogatory:

What are your duties as Division Manager of credit for Francis H. Leggett & Company?

Fifth Interrogatory:

Is Robertsdale, Alabama in your credit division?

Sixth Interrogatory:

In what business is Francis H. Leggett & Company?

Seventh Interrogatory:

Were you Division Manager of credit for Francis H. Leggett & Company during the period from August 1, 1948 through November 1948?

Eighth Interrogatory:

Are you still employed as Division Manager of credit for Francis H. Leggett & Company?

Ninth Interrogatory:

As Division Manager of credit for Francis H. Leggett & Company, are you in charge of the company's books of account?

Tenth Interrogatory:

Were these books of accounts, books of original entries made by you or those under your supervision in the usual course of trade?

Eleventh Interrogatory:

Are the entries in said books of account accurately kept and true and just?

Twelfth Interrogatory:

Did Walter W. Hoiles, doing business as H & H Food Store, Robertsdale, Alabama, order certain items of groceries and magazines from Francis H. Leggett & Company?

Thirteenth Interrogatory:

What did Walter W. Hoiles, doing business as H & H Food Store, order generally?

Fourteenth Interrogatory:

Were the groceries and other items which the defendant ordered delivered?

Fifteenth Interrogatory:

How were these groceries and other items delivered?

Sixteenth Interrogatory:

Did the Plaintiff sell to the Defendant the item or items shown on your invoice dated August 2, 1948, in the amount of $1.00?

Seventeenth Interrogatory:

Did the Plaintiff sell to the Defendant the item or items shown on your invoice dated August 20, 1948, in the amount of $152.91?

Eighteenth Interrogatory:

Did the Plaintiff sell to the Defendant the item or items shown on your invoice dated September 3, 1948, in the amount of $1.00?

Nineteenth Interrogatory:

Did the Plaintiff sell to the Defendant the item or items shown on your invoice dated September 17, 1948, in the amount of $53.90?

Twentieth Interrogatory:

Did the Plaintiff sell to the Defendant the item or items shown on your invoice dated September 21, 1948, in the amount of $93.00?

Twenty-first Interrogatory:

Did the Plaintiff sell to the Defendant the item or items shown on your invoice dated September 21, 1948, in the amount of $31.19?

Twenty-second Interrogatory:

Did the Plaintiff sell to the Defendant the item or items shown on your invoice dated September 24, 1948, in the amount of $64.38?

Twenty-third Interrogatory:

Did the Plaintiff sell to the Defendant the item or items shown on your invoice dated October 6, 1948, in the amount of $34.75?

Twenty-fourth Interrogatory:

Did the Plaintiff sell to the Defendant the item or items shown on your invoice dated October 4, 1948, in the amount of $1.00?

Interrogatories - Francis H. Leggett & Company vs. Walter W. Hoiles, H & H Food Store, Page # 3.

Twenty-fifth Interrogatory:

Did the Plaintiff sell to the Defendant the item or items shown on your invoice dated November 22, 1948, in the amount of $51.50?

Twenty-sixth Interrogatory:

What is the total value of the goods and other items the Plaintiff delivered to the Defendant under the above dated invoices?

Twenty-seventh Interrogatory:

Have any payments been made or any credits been given on this account?

Twenty-eighth Interrogatory:

Is Walter W. Hoiles, doing business as H & H Food Store, the defendant in this case, entitled to any credits on this account?

Twenty-ninth Interrogatory:

Did the Plaintiff receive any notice or complaint from Walter W. Hoiles, the Defendant in this case, stating the goods were not what was ordered?

Thirtieth Interrogatory:

Did the Plaintiff receive any notice or complaint from Walter W. Hoiles, the Defendant in this case, stating that the goods received was not merchantable?

Thirty-first Interrogatory:

Did the Plaintiff receive any notice or complaint from Walter W. Hoiles, the Defendant in this case, stating that any of the goods received was not merchantable?

Thirty-second Interrogatory:

When was this account due and payable according to the terms of the contract?

Thirty-third Interrogatory:

What is the present amount due on this account, after allowing due credits?

Attorney for Plaintiff

The State of Alabama,)
)
Baldwin County.)

Before me, Gus Schultz, a Notary Public in and for said State and County, personally appeared Forest A. Christian, who being by me first duly sworn, deposes and says: That he is agent and attorney for the Plaintiff, Francis H. Leggett & Company; that the witness whose testimony is to be taken is a non-resident of the State of Alabama, residing in Jacksonville, Florida; that the witness, William E. Downey, is a material witness for the Plaintiff and his evidence to be secured by this deposition will be material evidence for the Plaintiff on the trial of this cause.

Attorney for Plaintiff

Interrogatories - Francis H. Leggett & Company vs. Walter W. Hoiles, H & H Food Store, page # 4.

Sworn to and subscribed before me this the 24th day of December, 1949.

My commission expires:
9-25-53

Notary Public

The name of E. M. Vanstrom, c/o David J. Lewis, Graham Building, Jacksonville, Florida, is suggested as a fit and suitable person to take down the answers to the foregoing interrogatories and it is requested that a commission issue to him for the purpose.

Attorney for Plaintiff

INTERROGATORIES

FRANCIS H. LEGGETT & COMPANY,
a Florida Corporation,

Plaintiff

vs.

WALTER W. HOILES, doing business
as H & H FOOD STORE,

DEFENDANT

FILED
DEC 27 1949
MARC A. BIBB, Clerk

IN THE CIRCUIT COURT OF THE

TWENTY EIGHTH JUDICIAL CIRCUIT

OF ALABAMA - AT LAW

1367