

MCGOWIN-LYONS HARDWARE AND
SUPPLY COMPANY, a corporation,

Plaintiff,

-vs-

ROY BEESLEY, individually and
doing business as BEESLEY
PLUMBING COMPANY,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

NO. 1 4 9 4

Comes now the plaintiff and amends the caption of the complaint heretofore filed in the above styled cause, to read as follows:

MCGOWIN-LYONS HARDWARE AND
SUPPLY COMPANY, a corporation,

Plaintiff,

-vs-

ROY BEESLEY, individually and
doing business as BEESLEY
PLUMBING COMPANY,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

NO. 1 4 9 4

And the plaintiff further amends the complaint heretofore filed in the above styled cause, by adding the following counts, to-wit:

COUNT TWO

The plaintiff claims of the defendant the sum of, to-wit, ONE THOUSAND TWO HUNDRED AND 00/100 (\$1,200.00) DOLLARS, due by promissory note made by him on, to-wit, the 2nd day of December, 1949, and payable on, to-wit, the 2nd day of March, 1950, with interest thereon. And plaintiff further alleges that in said note and as a part of the consideration thereof, the defendant waived as to this debt all right of exemption under the

Constitution and Laws of the State of Alabama, or any other state. And the plaintiff further avers that in said note and as a part of the consideration thereof, the defendant agreed to pay a reasonable attorney's fee, which the plaintiff further claims and avers to be, to-wit, THREE HUNDRED AND 00/100 (\$300.00) DOLLARS.

WHEREFORE the plaintiff claims of the defendant the sum of, to-wit, ONE THOUSAND FIVE HUNDRED AND 00/100 (\$1,500.00) DOLLARS, together with interest.

COUNT THREE


Plaintiff claims of the defendant ONE THOUSAND FOUR HUNDRED THIRTEEN AND 91/100 (\$1,413.91) DOLLARS, due from him by account between the defendant and McGowin-Lyons Hardware & Supply Company, a corporation, on the 19th day of June, 1950, which sum of money, with the interest thereon, is still unpaid.

COUNT FOUR

Plaintiff claims of the defendant ONE THOUSAND FOUR HUNDRED THIRTEEN AND 91/100 (\$1,413.91) DOLLARS on account stated between the defendant and McGowin-Lyons Hardware & Supply Company, a corporation, on the 19th day of June, 1950. Which sum of money, with the interest thereon, is still unpaid.

COUNT FIVE

Plaintiff claims of the defendant ONE THOUSAND FOUR HUNDRED THIRTEEN AND 91/100 (\$1,413.91) DOLLARS for merchandise, goods and chattels sold by McGowin-Lyons Hardware & Supply Company, a corporation, to the defendant during the period July 1, 1949 to November 23, 1949, inclusive, which sum of money, with the interest thereon, is still unpaid.


WALTER M. COOK, ATTORNEY FOR PLAINTIFF

Constitution and Laws of the State of Alabama, or any other state. And the plaintiff further avers that in said note and as a part of the consideration thereof, the defendant agreed to pay a reasonable attorney's fee, which the plaintiff further claims and avers to be, to-wit, THREE HUNDRED AND 00/100 (\$300.00) DOLLARS.

WHEREFORE the plaintiff claims of the defendant the sum of, to-wit, ONE THOUSAND FIVE HUNDRED AND 00/100 (\$1,500.00) DOLLARS, together with interest.

COUNT THREE


Plaintiff claims of the defendant ONE THOUSAND FOUR HUNDRED THIRTEEN AND 91/100 (\$1,413.91) DOLLARS, due from him by account between the defendant and McGowin-Lyons Hardware & Supply Company, a corporation, on the 19th day of June, 1950, which sum of money, with the interest thereon, is still unpaid.

COUNT FOUR

Plaintiff claims of the defendant ONE THOUSAND FOUR HUNDRED THIRTEEN AND 91/100 (\$1,413.91) DOLLARS on account stated between the defendant and McGowin-Lyons Hardware & Supply Company, a corporation, on the 19th day of June, 1950. Which sum of money, with the interest thereon, is still unpaid.

COUNT FIVE

Plaintiff claims of the defendant ONE THOUSAND FOUR HUNDRED THIRTEEN AND 91/100 (\$1,413.91) DOLLARS for merchandise, goods and chattels sold by McGowin-Lyons Hardware & Supply Company, a corporation, to the defendant during the period July 1, 1949 to November 23, 1949, inclusive, which sum of money, with the interest thereon, is still unpaid.


WALTER M. COOK, ATTORNEY FOR PLAINTIFF

An itemized verified statement of account sued on in
COUNTS FOUR AND FIVE above is hereto attached and made a
part hereof.


WALTER M. COOK, ATTORNEY FOR PLAINTIFF

The plaintiff requests
that personal service be had
upon the defendant, Roy Beesley,
individually and doing business as
Beesley Plumbing Company, Foley,
Alabama.

The State of Alabama

County of Mobile

Personally appeared before me the undersigned authority in and for said County and State _____

C. M. Dukes, Assistant Treasurer who being duly sworn on oath doth depose

and say that he has personal knowledge of the correctness of the above and foregoing account in favor of

McGowin-Lyons Hardware & Supply Company and against Beesley Plumbing

Company, Foley, Alabama and that the same and each and every item

thereof is just, true and correct as is therein stated, and that the balance shown thereon viz: \$1,413.91

One Thousand Four Hundred Thirteen & 9/100 Dollars is due, owing and unpaid from said

Beesley Plumbing Company, Foley Alabama to said

McGowin-Lyons Hardware & Supply Company that said debt is not usurious

that no part of the same has ever been paid except what is credited thereon and that no security or satisfaction
has been received therefor.

McGOWIN-LYONS HARDWARE & SUPPLY CO.

C. M. Dukes
Assistant Treasurer

Sworn to and subscribed before me

this 19th

day of June A. D. 19 50

Philip L. ...
NOTARY PUBLIC
Mobile County, Alabama

WATER AT ST. LOUIS STREET

P. O. BOX 1209

MOBILE 7, ALABAMA

BEESLEY PLUMBING CO.
FOLEY ALA.

TO INSURE PROPER CREDIT, DESIGNATE WHAT INVOICE OR PART OF ACCOUNT YOUR REMITTANCE IS INTENDED TO PAY

| DATE | CHARGES | CREDITS | BALANCE |
|--------|----------------|-----------------|---------|
| | | BALANCE FORWARD | |
| JUL 2 | 2 4 0.00 | | |
| JUL 7 | 8 5.29 | | |
| 9 | 7 4.91 | | |
| 11 | 5 3.78 | | |
| 11 | 4 9.79 | | |
| JUL 14 | 8 3.70 | | |
| JUL 23 | 1 3 0.46 | | |
| JUL 29 | 1 6.88 | | |
| AUG 9 | 2 5.10 | | |
| AUG 9 | 1 8.76 | | |
| AUG 12 | 4 1 5.85 | | |
| SEP 1 | 4.46 | | |
| SEP 26 | 2 1 3.30 | | |
| NOV 22 | 2.92 | | |
| | 1,4 1 5.20 S | | |
| NOV 3 | 1.29 CM | | |
| | 1,4 1 3.91 BAL | | |

INVOICE

MCGOWIN-LYONS HARDWARE & SUPPLY CO.

WHOLESALE

Hardware—Industrial and Marine Supplies

Automotive Equipment

Plumbing and Electric Supplies—Building Materials

113 NORTH WATER STREET

CABLE ADDRESS "HUSTLERS"

MOBILE 7. ALA. June 19th 1950

SOLD TO Beesley Plumbing Company
Foley Ala.

Order No.

Invoice No.

TERMS

| | | | |
|---|--------------|--------|-------------------|
| July 2nd 1949: | | | |
| 4 #4874-4 Washington 4 Burner Gas Cookers | 60 00 Ea | 240 00 | 240 00 |
| July 7th 1949: | | | |
| 3 #P4205-19 x 17 Lavatories | 12 40 " | 37 20 | |
| 3 #P7020-24 x 18 C I Sinks | 10 15 " | 30 45 | |
| 12 1 1/2 Tubular P Traps #R363 | 1 47 " | 17 64 | 85 29 |
| July 8th 1949: | | | |
| 1 32 x 32 Steel Shower Streamaster | | 52 00 | |
| 25 1 1/4 Galv Ells | 66 Ea | 16 50 | |
| 25 1 1/2 Ditto | 88 " | 22 00 | |
| | | 38 50 | |
| | less 30-15% | | 22 91 |
| | | | 74 91 |
| July 11th 1949: | | | |
| 2 #R101-5 1/2 Curtain Rods | 1 60 | 3 20 | |
| 6 R150 Crumb Cup Strainers with tail piece | 2 00 | 12 00 | |
| 5 Only 1/2" Sterling CP Tee Hdld Flanged Bibbs | 1 05 | 5 25 | |
| 2 7R Fitted Fittings #B1125-C | 5 00 | 10 00 | |
| 50 1/2" Galv Mall Tees 36 | 18 00 | | |
| 25 3/4" x 1/2 Galv Mall Reducers 29 | 7 25 | | |
| 25 3/4" x 3/8" Ditto 29 | 6 7 25 | | |
| | 32 50 | | |
| | less 30-15% | | 19 34 |
| | | | 49 79 |
| July 11th 1949: | | | |
| 3 #P7021 24x20 Enam Flt Rim Sinks | | | |
| less all trims | 11 75 | 35 25 | |
| 4 Green Fed DeLuxe Plastic Seat & Cover 6 95 | 27 80 | | |
| less 33-1/3% | | 18 53 | 53 78 |
| July 14th 1949: | | | |
| 1 30 Gal Rheem Table Top Electric Water Heater D Element | | | 83 70 |
| July 22nd 1949: | | | |
| 50 1/2" Galv St Ells | 34 | 17 00 | less 30-15% 10 12 |
| 25 1/2" Galv Unions | 1 40 | 35 00 | |
| 22 1/2" Galv Gaps | less 58-15% | | 12 79 |
| 22 1/2" Galv Vaps | 18 | 3 96 | |
| | less 30-15% | | 2 36 |
| 24 1# Cans Stazon Putty | | 9 06 | 2 17 |
| 1 #170 2" 80 Ga Drive Well Pts 42" | 17 42 | 17 42 | |
| 3 #168-2x36-80 Ga Ditto | 15 28 | 45 84 | |
| | | 63 26 | |
| | less 33-1/3% | | 42 18 |

(Cont'd)

MOBILE 7 ALA.
6/19/50

SOLD TO

Beesley Plumbing Co.
Foley Ala

Order No.

P #2

Invoice No.

TERMS

| | | | | |
|-----------------|---|---------|--------------|-----------------|
| 100 | 1/2" C Ells | 18 Ea | 18 00 | |
| 50 | 1/2" C Tees | 27 | 13 50 | |
| 25 | 1/2" C Male Ells | 18 | 4 50 | |
| 50 | 1/2" Male Adapters | 18 | 9 00 | |
| 25 | 1/2" Copper Couplings | 18 0 | 4 50 | |
| | | | <u>49 50</u> | |
| | | | | less 48% |
| 25 | 1/2" x Clo Galv Nipples | 22 | 5 50 | 25 74 |
| 25 | 1/2 x 1 1/2 ditto | 24 | 6 00 | |
| 25 | 1/2 x 2 ditto | 26 | 6 50 | |
| 25 | 1/2 x 2 1/2 | 28 | 7 00 | |
| 25 | 1/2 x 3 | 30 | 7 50 | |
| | | | <u>32 50</u> | |
| | | | | less 70 1/2-15% |
| 25 | 1 2 x 3 1/2 Galv Nipples | 33 | 8 25 | 8 15 |
| 25 | 1/2 x 4 ditto | 35 | 8 75 | |
| 25 | 1/2 x 4 1/2 | 37 | 9 25 | |
| 25 | 3/4 x Clo | 28 | 7 00 | |
| 25 | 3/4 x 2 | 31 | 7 75 | |
| 25 | 3/4 x 3 | 35 | 8 75 | |
| 12 | 1 1/4 x 2 1/2 ditto | 61 x 22 | 7 32 | |
| 12 | 1 1/4 x 3 | 64 | 7 68 | |
| | | | <u>64 75</u> | |
| | | | | less 70 1/2-15% |
| 50 | 1/2" Galv Tees | 36 | 18 00 | 16 24 |
| | | | | less 30-15% |
| | | | | <u>10 71</u> |
| | | | | 130 46 |
| July 29th 1949: | | | | |
| 1 | Only 6 x 9 Green Shower Curtains | | 4 51 | 4 51 |
| | "Ship Ahoy Pattern" | | | |
| 4 | 3' x 6' ditto | | 3 00 | 12 00 |
| | | | | <u>16 51</u> |
| | | | | 37 |
| | | | | 16 88 |
| Aug 9th 1949: | | | | |
| 1 | Only 1/2" Sterling CP Tee Handled Flanged | | | |
| | Bibbs | | | |
| 1 | O/R Filler fitting #B1125-C | | 1 05 | 1 05 |
| | | | 5 00 | 5 00 |
| 3 | #035-2" Deck Type Sink Faucets | | 6 35 | 19 05 |
| | | | | <u>25 10</u> |
| Aug 9th 1949: | | | | |
| 2 | 3 1/2 x 3 Blk Nipples | 2 46 | 4 92 | |
| | | | | less 70 1/2-15% |
| 2 | 3 1/2" Std Flange Union | 5 00 | 10 00 | 1 23 |
| | | | | less 13-15% |
| 1 | #546 Steel Tape - 100' | | 6 13 | 7 40 |
| 1/2 | Doz 472W-6' Rule | | 8 00 | 6 13 |
| | | | | <u>4 00</u> |
| | | | | 18 76 |
| Aug 11th 1949: | | | | |
| 500 | Ft 1" Type LCopper Tubing | 25 140' | | 125 70 |
| 500 | Ft 3/4" Ditto | 18 53 | | 92 65 |
| 1000 | Ft 1/2" ditto | 12 94 | | 129 40 |
| 1 | #P-2227-5 1/2' Reg White Tub less trim | | | <u>68 10</u> |
| | | | | 415 85 |

(Contd)

MCGOWIN-LYONS HARDWARE & SUPPLY CO.

WHOLESALE

Hardware—Industrial and Marine Supplies
Automotive Equipment
Plumbing and Electric Supplies—Building Materials

113 NORTH WATER STREET

CABLE ADDRESS "HUSTLERS"

MOBILE 7, ALA.

June 19th 1950

SOLD TO

Beesley Plumbing Co

Order No.

P.#3

Foley Aoa

Invoice No.

TERMS

Sept 1st 1949:

1 Valve for #391A Coleman Camp Stove

391-660

2 00

2 00

1 Valve for #413-C ditto #413-660

2 20

Post & Ins

26

4 46

Sept 26th 1949:

1 F2100 Cadet Closet in Clare DeLune Blue

44 75

1 Corralin Colbred as above

44 75

1 F114-5T-22 x 18 Clare de Lune Blue Lavatory

61 90

Complete lesstrip & sup p9pes

61 90

1 Corralilin Colored as above

213 30

Nov. 22nd 1949:

1 Rotary Seal Complete for 1/4 HP Shallow

Well Jet Pump

3 75

less 25%

2 81

P P & Ins

05

sales tax

2 86

06

2 92

\$1,415.20

less Credits:

C/M Nov. 3rd 1949:

Frt on Auto Jack- sent in replacement of
defective Jack returned

1.29

Total \$1,413.91

SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,

BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. 1494

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon

Roy Beasley

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against

Roy Beasley

Defendant

by

Mc Koubie - Lyons Hardware & Supply Co.
2000 - 7

Plaintiff

Witness my hand this

30th

day of

June

1957

Chris Leach

Clerk

THE STATE OF ALABAMA
BALDWIN COUNTY

RECORDED

CIRCUIT COURT

McGowan, Lyons

Hardware and Supplies

Plaintiffs

vs.

Roy Beasley, Individually

and J. B. Beasley, Partnering &

Defendants

SUMMONS and COMPLAINT

Filed *6-30*, 19*50*

A. J. French, Clerk

Walter M. Cook

Plaintiff's Attorney

C. B. Chason

Defendant's Attorney

Defendant lives at

RECEIVED IN OFFICE

July 1, 19*50*

Taylor Wilkins, Sheriff

I have executed this summons

this *12 July*, 19*50*

by leaving a copy with

Roy Beasley

Taylor Wilkins, Sheriff

Leigh Steadman, Deputy Sheriff

MCGOWIN-LYONS HARDWARE AND) (
SUPPLY COMPANY, a corporation, .

Plaintiff,

-VS-

ROY BEESLEY, individually and
doing business as BEESLEY
PLUMBING COMPANY,) (

Defendant.

IN THE CIRCUIT COURT OF


BALDWIN COUNTY, ALABAMA

AT LAW

NO. 1 4 9 4

Comes the defendant in the above styled cause and demurs to the complaint filed therein and as grounds for demurrer separately and severally shows the following:

1. That the complaint does not state a cause of action.
2. That the summons is returnable in a court different from that in which said complaint was filed.
3. That the amount which is claimed under said note cannot be determined from the complaint.


Attorney for Defendant

Defendant demands a trial

by jury:


Attorney for Defendant

RECORDED

June

DEMURRERS TO

BILL OF COMPLAINT

MCGOWIN-LYONS HARDWARE AND
SUPPLY COMPANY, a corporation,

Plaintiff,

--VS--

ROY BEESLEY, individually and
doing business as BEESLEY
PLUMBING COMPANY,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW NO. 1 4 9 4

FILED
JUN 10 1930
CECIL G. CHASON
ATTORNEY AT LAW
FOLEY, ALABAMA
ALICE J. DUCK, CLERK

MCGOWIN-LYONS HARDWARE AND
SUPPLY COMPANY, a corporation,

Plaintiff,

-VS-

ROY BEESLEY, individually and
doing business as BEESLEY
PLUMBING COMPANY,

Defendant.

IN THE INTERIOR CIRCUIT

COURT OF BALDWIN COUNTY,

ALABAMA

ET AL

NO. _____

COUNT ONE

The plaintiff claims of the defendant the sum of, to-wit,
ONE THOUSAND TWO HUNDRED FIFTEEN AND 00/100 (\$1,215.00) DOLLARS,
due by promissory note made by him on, to-wit, the 2nd day of
December, 1949, and payable on, to-wit, the 2nd day of March, 1950,
with interest thereon. And plaintiff further alleges that in said
note and as a part of the consideration thereof, the defendant waived
as to this debt all right of exemption under the Constitution and
Laws of the State of Alabama, or any other state. And plaintiff
further avers that in said note and as a part of the consideration
therefor, the defendant agreed to pay a reasonable attorney's fee,
which plaintiff claims and avers to be, to-wit, THREE HUNDRED AND
00/100 (\$300.00) DOLLARS.


WALTER H. COOK, ATTORNEY FOR PLAINTIFF

Defendant may be served:

Foley, Alabama

SUMMONS AND COMPLAINT

Moore Printing Co.

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. 14-241

TERM, 1950

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Roy Beesley, individually
d/b/a Beesley Plumbing Company

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in
the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against

ROY BEESLEY d/b/a BEESLEY PLUMBING COMPANY, Defendant.

by McGOWIN-LYONS HARDWARE AND SUPPLY COMPANY, Plaintiff.

Witness my hand this 5th day of May 19 50.

David J. Smith, Clerk

RECORDED

5-9-50

No. 17494

Page _____

THE STATE OF ALABAMA

BALDWIN COUNTY

CIRCUIT COURT

MCGOWIN-LYONS HARDWARE AND

SUPPLY COMPANY, a corp.

Plaintiffs

vs.

ROY DEESLEY, d, b/ a

BEESLEY PLUMBING COMPANY

Defendants

SUMMONS and COMPLAINT

Filed May 5, 19 50

Alice J. Duck, Clerk

WALTER M. COOK

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

FOLEY, ALABAMA

RECEIVED IN OFFICE

5-9, 19 50

_____, Sheriff

I have executed this summons

this 5-9, 19 50
by leaving a copy with

Ray Beesley

Taylor Williams Sheriff

William S. Stendall Deputy Sheriff

\$ 1200.00 ¹⁵²²
1715.00

Foley, Ala. Dec. 2, 1949

Busley Plumbing Co. after date, without grace we promise to pay
to the order of M^e Edwin Lyon Co.

Twelve hundred + no Dollars

for value received, with interest at 5 per cent. per annum from Dec. 2, 1949
until paid.

PAYABLE AT FARMERS AND MERCHANTS BANK, FOLEY, ALA.

The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally agrees to pay this note and waives as to this debt, or any renewal thereof, all right to exemption under the constitution and laws of Alabama, or any other State, as to personal property and they each severally agree to pay all costs of collecting or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise, and maker, endorser, surety or guarantor, of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, and they agree that time of payment may be extended without notice to them of such extension. The Bank at which this note is payable is hereby authorized to apply on or after maturity to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them.

No. Due March 2, 1950

Busley Plumbing Co. Seal
Ray Busley Seal

1494

The endorsers of this note agree to pay all cost of collection, including a reasonable attorney's fee, whether costs are incurred by suit against any one or more of the makers or endorsers, or otherwise; and each endorser expressly waives all right to claim exemptions under the Constitution and Laws of the State of Alabama, or any of these United States, as to this debt should this note not be paid at maturity. Presentment for payment, notice and protest and all steps necessary to bind each endorser hereon on the non-payment of this note are hereby waived by each endorser. Time for payment may be extended without notice. The said Farmers and Merchants Bank, Foley, Ala., is hereby authorized by each surety and endorser hereof to apply on or after maturity to the payment of this debt any funds belonging to any endorser on this note.

hbhl