

R. E. WINSTEAD, LUCY B. WINSTEAD  
and J. R. SMITHSON, doing business  
as ALABAMA FEED MILLS, a partner-  
ship,

Plaintiffs

vs

C. H. BYRNE, doing business as  
MINETTE GROCERY COMPANY,

Defendant

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

At Law.

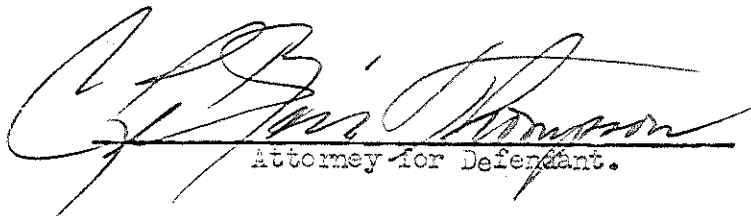
CASE NO. 1670

Comes now the Defendant, C. H. BYRNE, doing business as MINETTE GROCERY COMPANY, in the above styled cause and for answer to the interrogatories filed therein says:

1. C. H. Byrne, Box 345, Bay Minette, Alabama.
2. 1911 to 1951.
3. (a) I am operating store for my son, C. H. Byrne, Jr.  
(b) More than two years.  
(c) Bay Minette, Alabama.
4. (a) C. H. Byrne Grocery, Minette Grocery Company.  
(b) Bay Minette, Alabama.  
(c) C. H. Byrne Grocery, Minette Grocery Company.  
(d) None exclusively.  
(e) C. H. Byrne Grocery---- Retail.  
Minette Grocery Company---- Wholesale.  
(f) C. H. Byrne Grocery.  
✓ (g) Minette Grocery Company--October, 1949 to July 8, 1950.
5. (a) C. H. Byrne Grocery and Minette Grocery Company.  
(b) Bay Minette, Alabama.  
(c) None.  
(d) I do not recall the exact time except that Minette Grocery Company was about October, 1949 to July 8, 1950.  
(e) I do not have the license numbers available.  
(f) Was proprietor of C. H. Byrne Grocery and partner in Minette Grocery Company.  
(f) I do not recall the dates other than those stated in 5d.
6. (a) Yes.  
(b) Wholesale Grocery.  
(c) Did not while I was a Partner in this business sell any feed. Sold meal and flour.

6. (d) Bay Minette, Alabama
- (e) W. C. Beebe.
- (f) I rented from W. C. Beebe and sublet to Minette Grocery Company.
- (g) We did not have a lease.
- (h) Our rental agreement was verbal.
7. (a) October, 1949.
- (b) Yes.
- (c) C. H. Byrne, Bay Minette, Alabama.  
William T. Kopperl, Louiselle Street, Mobile, Alabama.
- (d) There was no written agreement as to our partnership.
- (e) Not recorded.
- (f) Our partnership was not the nature of limited partnership.
8. (a) No.
- (b) None.
9. (a) Yes.
- (b) See attached.
- (c) It was not recorded. Notice was given by letters to our  
creditors of such dissolution.
- (d) It was not published but we notified all persons we had  
done business with.
- (e) None.
- (f) Up to that time the partnership had not done any business  
with said Plaintiff.
- (g) Copies of these letters were left in the Minette Grocery  
file and I do not have access to them.
- (h) (aa) As we had done no business with them, there was no  
need to notify them.
- (bb) I had refused to do business with Plaintiff previously  
under any circumstances.
- (cc) Firms we did business with.
- (dd) Letters were written beginning with July 8, 1950 and  
dated immediately thereafter.
- (ee) Letters were sent by mail to all creditors of the  
Minette Grocery Company.
10. (a) Said lease contract was rescinded at the time attachment  
was filed against Minette Grocery Company's assets by the  
creditors.

10. (b) I subrented to William T. Kopperl.  
(c) Yes.  
(d) Yes.  
(e) I rented from W. C. Beebe and subrented to William T. Kopperl.  
(f) Yes.
11. (a) Yes.  
(b) Minette Grocery Company.  
(c) An individual proprietorship.  
(d) William T. Kopperl, Louiselle Street, Mobile, Alabama.  
(e) Yes.  
(f) I had no interest in the business.
12. (a) No business dealings whatever.  
(b) No.  
(c) No, not to my knowledge.  
(d) No correspondence.  
(e) No.  
(f) Yes, but I refused to purchase.
13. No, I had full authority to purchase or refuse to purchase.

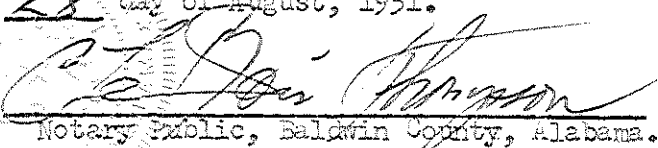
  
Attorney for Defendant.


STATE OF ALABAMA 0  
BALDWIN COUNTY 0


Before me, C. LeMoire Thompson, a Notary Public in and for said County, in said State, personally appeared C. H. Byrne, doing business as Minette Grocery Company, who being by me first duly sworn, deposes and says that he is the Defendant in the above styled cause, and is familiar with the facts contained in the foregoing answers, and that said answers are true according to the best of his information, knowledge and belief.



Sworn to and subscribed before me this  
28 day of August, 1951.

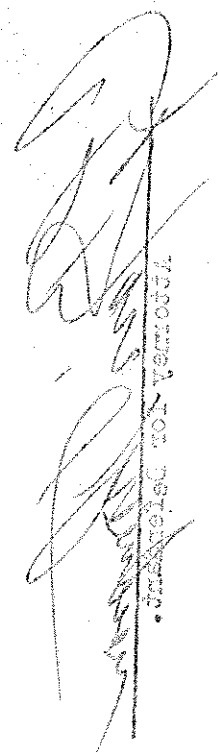
  
Notary Public, Baldwin County, Alabama.

  
 Robert L. Ruffin, Plaintiff, vs. William T. Koberly, Defendant.  
 State of Alabama, 1951.  
 [Signature]  
 [Signature]

  
 C. H. Davis

According to the best of his information, knowledge and belief,  
 facts contained in the foregoing answers, and that said answers are true  
 he is the defendant in the above styled cause, and is familiar with the  
 records contained, who being the first duly sworn, deposes and says that  
 in said State, personally observed C. H. Davis, doing business as trustee  
 before me, C. Lewis Thompson, a Notary Public and for said County.

DISTRICT COURT  
 STATE OF ALABAMA

  
 C. Lewis Thompson  
 Notary for Defendant

FILED  
 SEP 6 1951  
 ALICE H. BOWEN, Clerk

13. No, I had full authority to purchase or refuse to purchase.
  - (1) Yes, but I refused to purchase.
  - (2) No.
  - (3) No correspondence.
  - (4) No, not to my knowledge.
  - (5) No.
14. No business dealings whatever.
  - (1) I had no interest in the business.
  - (2) Yes.
  - (3) William T. Koberly, Louisville Street, Mobile, Alabama.
  - (4) An individual proprietorship.
  - (5) None, except company.
15. Yes.
  - (1) Yes.
  - (2) Yes.
  - (3) I rented from W. C. Depe and subrented to William T. Koberly.
  - (4) Yes.
  - (5) Yes.
16. I subrented to William T. Koberly.

CAFFEY, GALLALEE & CAFFEY

ATTORNEYS AT LAW

715-719 FIRST NATIONAL BANK BUILDING

MOBILE 3, ALABAMA

WILLIAM G. CAFFEY  
JACK C. GALLALEE  
WILLIAM G. CAFFEY, JR.  
VIVIAN G. JOHNSTON, JR.

September 5,

Mrs. Alice J. Duck, Clerk,  
Circuit Court of Baldwin County,  
Bay Minette, Ala.

W. E. Winstead, Lucy B. Winstead  
and J. R. Smithson, doing business  
as Alabama Feed Mills, a partnership  
vs. C. H. Byrne, doing business as  
Minette Grocery Company.

Dear Mrs. Duck:-

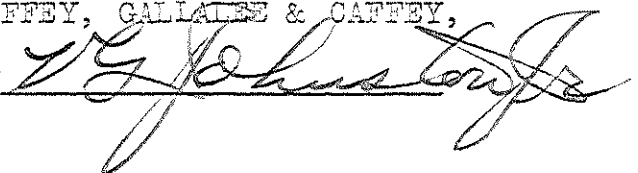
On June 25, 1951, we filed interroga-  
tories against C. H. Byrne in the above matter. Will  
you please check the file in this matter and if said  
interrogatories were served on C. H. Byrne prior to  
July 7, 1951, we would like the enclosed motion to be  
filed. If said interrogatories were not served by  
July 7, 1951, please notify us when same were served and  
do not file the enclosed motion.

We will appreciate your cooperation.

Yours very truly,

CAFFEY, GALLALEE & CAFFEY,

By



Enc.  
VGJ, Jr.:od

SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,

BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. 1670

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon C. H. Byrne, d/b/a Bay Minette Grocery Co

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 C. H. Byrne d/d/a  
Bay Minette Grocery Co, Defendant .....

by R. E. WINSTEAD et als d/d/a ALABAMA FEED MILLS

Plaintiff.....

Witness my hand this &TH day of June 1951

Reverend J. W. Smith, Clerk

No. .... Page .....

**THE STATE OF ALABAMA**  
**BALDWIN COUNTY**

**CIRCUIT COURT**

Plaintiffs

vs.

Defendants

**SUMMONS and COMPLAINT**

Filed ....., 19.....

....., Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED IN OFFICE

....., 19.....

....., Sheriff

I have executed this summons

this ....., 19.....

by leaving a copy with

..... Sheriff

..... Deputy Sheriff

R. E. WINSTEAD, LUCY B.  
WINSTEAD and J. R. SMITHSON,  
doing business as ALABAMA  
FEED MILLS, a partnership,

Plaintiffs,

Versus

C. H. BYRNE, doing business as  
MINETTE GROCERY COMPANY,

Defendant.

: IN THE CIRCUIT COURT OF  
:  
:  
: BALDWIN COUNTY, ALABAMA.  
:  
: AT LAW - NO. \_\_\_\_\_  
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1. The plaintiff claims of the defendant  
Five Hundred Fifty and 1/100 (\$550.01) Dollars due from him  
by account on, to-wit, the 4th day of August, 1950, which  
sum of money with the interest thereon is still unpaid.

2. The plaintiff claims of the defendant  
Five Hundred Fifty and 1/100 (\$550.01) Dollars due from him  
for merchandise, goods and chattels sold by the plaintiff to  
the defendant on, to-wit, the 4th day of August, 1950, which  
sum of money with the interest thereon is still unpaid.

CAFFEY, GALLALEE & CAFFEY,

By V. G. Johnston, Jr.  
Attorneys for Plaintiff.

The account herein sued on is verified by  
affidavit annexed hereto.

CAFFEY, GALLALEE & CAFFEY,

By V. G. Johnston, Jr.  
Attorneys for Plaintiff.



R. E. WINSTEAD, LUCY B.  
WINSTEAD and J. R. SMITHSON,  
doing business as ALABAMA  
FEED MILLS, a partnership,

Plaintiffs,

vs

C. H. BYRNE, doing business as  
MINETTE GROCERY COMPANY,

Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

AT LAW - NO. \_\_\_\_\_

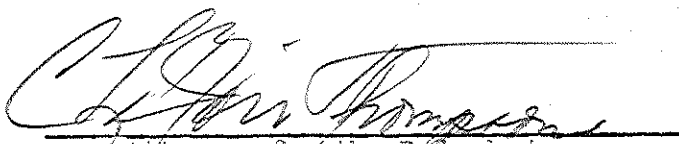
Comes the defendant and for answer to the complaint says as  
follows:

ONE:

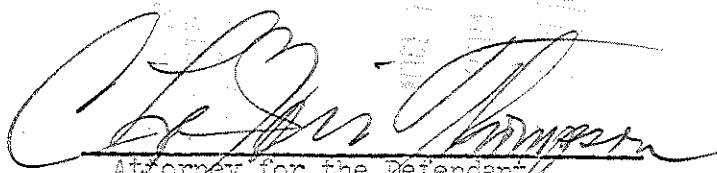
As to Count One Defendant denies each and every allegation  
thereof.

TWO:

As to Count Two Defendant denies each and every allegation thereof.

  
Attorney for the Defendant.

Defendant demands a jury trial.

  
Attorney for the Defendant.

1670

R. E. WINSTEAD, LUCY B.  
WINSTEAD and J. R. SMITHSON,  
doing business as ALABAMA  
FEED MILLS, a partnership,

Plaintiffs,

vs

C. H. BYRNE, doing business as  
MINETTE GROCERY COMPANY,

Defendant.

FILED

JUN 14 1951

ALICE J. DUCK, Clerk

From the law offices of  
C. LeNoir Thompson  
Bay Minette, Alabama

Defendant.

AT LAW - NO.

- ✓ 1. Please state your correct name and address.
2. If you reside, or have ever resided, in Bay Minette, Alabama, state the dates of your residence therein.
3. (a) Are you engaged in the grocery business?
- (b) If your answer to interrogatory 3 (a) is yes, how long have you been engaged in the grocery business?
- (c) Please state the addresses at which each of your grocery businesses is or has been operated.
4. (a) Please state the trade names of the mercantile businesses which have been operated by you, or in which you have been financially interested.
- (b) State the addresses of each of such businesses.
- (c) Which of said businesses were operated for the sale of groceries?
- (d) Which of said businesses were operated for the sale of livestock feeds and poultry feeds?

(e) State the names of the businesses which were operated as retail businesses and which were operated as wholesale businesses.

(f) Which of said businesses have been operated as individual proprietorships?

(g) Which of said businesses have been operated as partnerships?

5. If you have operated any mercantile businesses in Bay Minette, Alabama, please state (a) the trade name of each of said businesses; (b) the addresses of such businesses; (c) which of same are now so operated; (d) what periods of time (giving the dates thereof) each of same has been so operated; (e) the business license numbers of such businesses; (f) whether your status in each of same has been that of an individual proprietor, a partner, a stockholder or an employee; (g) the dates during which you occupied such status.

6. (a) Have you ever been engaged in business under the trade name of Minette Grocery Company?

(b) What was the nature of such business?

(c) While doing business as Minette Grocery Company did you sell, or offer for sale, such commodities as live-stock feed, poultry feed, meal and flour?

(d) Where was the principal place, stand or address of such business?

(e) Who owned the premises on which, or in which, the principal place of business of Minette Grocery Company was situated?

(f) If you were not the owner referred to in the next preceding question were you the primary lessee of said premises which constituted the principal place of business of Minette Grocery Company?

(g) Attach to your answers to interrogatories a true copy of the lease covering such premises.

(h) Were you doing business as Minette Grocery Company while you were the primary lessee of said premises?

✓ 7. (a) If you have ever engaged in business under the trade name of Minette Grocery Company, when did you first so engage in said business?

(b) Was said Minette Grocery Company operated as a partnership while you were doing business under said trade name?

✓ (c) State the name and address of each of the co-partners who comprised the partnership doing business as Minette Grocery Company.

(d) If you say that Minette Grocery Company was operated as a partnership attach to your answers to interrogatories a true copy of all partnership agreements between you and any persons who were partners with you in said Minette Grocery Company.

(e) Was any of said partnership agreements recorded in any court records? If so, state the court, book and page wherein said agreements were recorded.

✓ (f) If you had no written partnership agreement with your partners, state and set forth in your answers to interrogatories the exact terms of your partnership contract with your partners.

8 (a) Have you ever been engaged in business under the trade name of Minette Grocery Company on any basis other than a partnership?

(b) If so, how, when and where was said business conducted?

✓ 9 (a) Has any partnership, doing business as Minette Grocery Company, and in which you were a partner, been dissolved?

✓ (b) If so, attach to your answers to interrogatories a true copy of all dissolution papers and state exactly the terms of any dissolution contract between you and your partners in Minette Grocery Company.

✓ (c) State the name of the court, and the book and pages numbers wherein the dissolution of your partnership was recorded.

(d) State the names and addresses of all newspapers in which notice of the dissolution of said partnership of Minette Grocery Company was published.

(e) Attach to your answers to interrogatories a true copy or clipping of each of said notices which were so published.

✓ (f) State whether you sent any notice by letter to plaintiffs or to said Alabama Feed Mills as to the dissolution of your partnership, doing business as Minette Grocery Company, or as to your withdrawal from the said partnership.

(g) Attach to your answers to interrogatories a true copy of any such letter written by you.

✓ (h) (aa) State whether you notified plaintiffs of any dissolution of the said partnership doing business as Minette Grocery Company or of your withdrawal from said partnership.

(bb) If you say that such notice was given by you state precisely how such notice was given.

(cc) To whom was said notice given?

(dd) What was the exact date of said notice?

(ee) Under what circumstances was said notice given?

10 (a) If you say that your said partnership has been dissolved was the lease contract, hereinabove referred to and held by you, ever rescinded?

(b) Did you remain the primary lessee under said lease contract after said dissolution?

(c) Following your said partnership dissolution was a business conducted on said premises under the trade name of Minette Grocery Company?

(d) Did said business engage in the same type of business in which your partnership, doing business as Minette Grocery Company, had engaged while you were a partner therein?

(e) Were you the primary lessee of the premises in which was conducted the said subsequent business operated as Minette Grocery Company?

(f) Were these premises in which the said subsequent Minette Grocery Company business was conducted the same premises in which your partnership had previously conducted the business under the same trade name?

11. (a) If you say that your partnership, operated under the trade name of Minette Grocery Company, was dissolved, state whether a business was continued at the same address or business stand.

(b) What was the trade name of such business?

(c) Was such business operated as a corporation, a partnership or an individual proprietorship?

(d) If said business was operated as an individual proprietorship state the name and address of the proprietor.

(e) Was he also the manager of said business?

(f) Set forth in your answer any interest which you had in the said business and in the premises on which it was conducted.

12 (a) State whether you, or any business in which you had an interest, ever had any business dealings with plaintiffs or with Alabama Feed Mills of Tuscaloosa, Alabama, and the nature of any such business dealings.

(b) Did you, while a member of a partnership doing business as Minette Grocery Company, or any of your co-partners in said co-partnership, ever purchase any merchandise from plaintiffs or from said Alabama Feed Mills, and if so, when?

(c) Did you, while a member of said partnership, or any of your co-partners therein, ever carry on any correspondence with plaintiffs, with Alabama Feed Mills, or with any of plaintiffs' agents or employees?

(d) Attach to your answers to interrogatories a true copy of any such correspondence.

(e) Did you, while a member of said partnership, or any of your co-partners in said partnership, ever request that plaintiffs, or Alabama Feed Mills, sell any merchandise to you or to said partnership, doing business as Minette Grocery Company?

(f) Did you, while a member of said partnership, or any of your co-partners in said partnership, ever discuss with plaintiffs, or with any of their agents or employees any price or cost of merchandise, or any prospective purchase or sale of any merchandise?

13. Were you a limited partner in a partnership doing business as Minette Grocery Company?

CAFFEY, GALLALEE & CAFFEY,

By Vivian G. Johnston, Jr.  
As Attorneys for Plaintiffs.

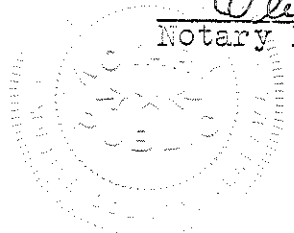
STATE OF ALABAMA,  
COUNTY OF MOBILE.

Personally appeared before me, the undersigned authority, Vivian G. Johnston, Jr., who, upon oath, deposes and says that he is one of the attorneys for the plaintiff in the above entitled cause and that the answers of the defendant to the above and foregoing interrogatories in said cause, if well and truly made will be material evidence for the plaintiffs in said cause.

Vivian G. Johnston, Jr.

Subscribed and sworn to before me  
this the 25<sup>th</sup> day of June, 1951.

Olie M. Drago  
Notary Public, Mobile County, Ala.



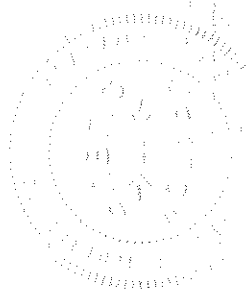


701670

Executed 6-27 1951  
by serving copy of within ~~Summons and~~  
Complaint on

C. Lennie Thompson  
Attorney for C. W.  
Barnes doing Business  
at Minette Grocery  
Taylor Wilkins Sheriff  
By W. T. Hall Deputy Sheriff

FILED  
JUN 26 1951  
CLERK J. DUCK: GYM



R. E. WINSTEAD, LUCY B.  
WINSTEAD and J. R. SMITHSON,  
doing business as ALABAMA FEED  
MILLS, a partnership,

Plaintiffs,

Versus

C. H. BYRNE, doing business as  
MINETTE GROCERY COMPANY,

Defendant.

:  
: IN THE CIRCUIT COURT OF  
: BALDWIN COUNTY, ALABAMA.

:  
: AT LAW - NO. \_\_\_\_\_  
:  
:

MOTION TO REQUIRE DEFENDANT  
TO ANSWER INTERROGATORIES

Now come the plaintiffs in the above styled cause and show unto the Court that the plaintiffs have heretofore filed interrogatories in said cause propounded by the plaintiffs to the defendant, and that said interrogatories were served on defendant more than sixty (60) days ago, and the plaintiffs further show unto the Court that, although the time allowed by law for the answering of interrogatories has more than elapsed, the defendant has failed to file any answers to said interrogatories.

Therefore, the plaintiffs move the Court to require the defendant to answer said interrogatories within a reasonable time from the filing of this motion, and further move the Court to impose such penalties upon the defendant for his failure to answer said interrogatories as may seem to the Court just and proper.

CAFFEY, GALLALEE & CAFFEY,

By Vivian G. Johnston, Jr.  
Attorneys for Plaintiffs.

1670

FILED  
SEP 6 1951  
ALICE J. DUCK, Clerk

1670

STATE OF ALABAMA

BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS THAT this memorandum of Sales Agreement made and entered into by and between C. H. Byrne of the first party, and W. T. Kopperl, of the second party, WITNESSETH:

That the said parties hereto have operated and owned a Wholesale Grocery Business at Bay Minette, Alabama, 108 Hand Avenue, and each owing one-half ( $\frac{1}{2}$ ) undivided interest therein and the said first party has agreed to sell and the said second party to buy the one-half ( $\frac{1}{2}$ ) interest of such business owned by the said first party on the following terms and conditions:

1. The said first party hereby sells and the said second party hereby purchases the interest of the first party in the stock of merchandise, truck, equipment, and accounts receivable, of the business operated as the MINETTE GROCERY COMPANY.
2. The said second party will pay to the said first party for his interest in the said business the sum of \$2,000.00 payable fifty (\$50.00) dollars on Saturday of each week hereafter until the sum of two thousand (\$2,000.00) dollars is paid in full.
3. C. H. Byrne sublets that portion of the building now operated by MINETTE GROCERY COMPANY business to the second party and the second party will pay to the first party a rental of twenty-five (\$25.00) dollars per month, in advance, such rental to commence August 1, 1950, rent for the month of July having been paid. Should either party hereto desire, they may cancel such rental agreement upon sixty (60) days notice to the other party.
4. The second party assumes and agrees to pay all outstanding indebtedness of whatever kind and description owed by them in the matter of the operation of the said MINETTE GROCERY COMPANY, included in such indebtedness is the note of the said parties to the Baldwin County Bank in the amount of one thousand (\$1,000.00) dollars, due July 12, 1950, which said note, or any renewal thereof, the second party agrees to pay in full and to cause the first party to be released therefrom within thirty days (30) of this date.
5. Any or all purchases made in the name of MINETTE GROCERY COMPANY from and after this date should be made in the name of the second party and he shall notify all existing creditors of such change made this date,

and of the retirement of the first party from the business of the MINETTE GROCERY COMPANY.

6. Should the second party fail to pay any three (3) installments of purchase money as herein provided, or should the second party not pay the obligations herein assumed, and the first party be held liable or sued therefor then the first party may cancel this sale and retake possession of the one-half ( $\frac{1}{2}$ ) interest in the said business sold by this agreement.

IN WITNESS WHEREOF the parties hereto have set their hands, in duplicate, this the 8th day of July, 1950.

(SIGNED) C. H. Byrne.

(SIGNED) W. T. Kopperl.

WITNESS:

W. C. Beebe. (SIGNED)

Sarah B. Wilkinson. (SIGNED)

RECEIVED  
JUL 10 1950  
JUL 10 1950  
JUL 10 1950

George B. Matthews (SECOND)

W. C. Deane (SECOND)

Witness:

(SECOND) W. E. Koberly

(SECOND) C. H. Evans

children, this the 6th day of July, 1950.

IN WITNESS WHEREOF, the parties hereto have set their hands, in this presence.

Execution of the foregoing (5) interest in the said business sold by and therefor, then the first party may cancel this sale and release the obligations herein assumed, and the first party be held liable or of business money as herein provided, or should the second party not pay 6. Should the second party fail to pay any three (3) installments GEORGE B. MATTHEWS.

and of the retirement of the first party from the business of the BUSINESS

FILED

SEP 6 1951

ALICE L. DUCK, Clerk

STATE OF ALABAMA,

COUNTY OF TUSCALOOSA.

Before me, the undersigned authority,  
appeared R.E. Winstad, who, upon  
being by me first duly sworn deposes and says that he is  
one of the partners in the firm of Alabama Feed Mills of  
Tuscaloosa, Alabama; that the annexed statement of account  
C. H. Byrne, doing business as  
against/Minette Grocery Company, of Bay Minette, Alabama,  
is just, true and correct; that there is now due on said  
account the sum of Five Hundred Fifty and 1/100 (\$550.01)  
Dollars, after deducting all credits, set-offs or counter-  
claims.

R.E. Winstad

Subscribed and sworn to before me  
this the 4 day of June, 1951.

Charles Snad  
Notary Public, Tuscaloosa County,  
Alabama.

Received in Sheriff's Office  
this 7 day of June, 1951  
TAYLOR WILKINS, Sheriff

NO 1670

Executed E-7- 19 51

by serving subpoena

on C. H. Byrne

Taylor Wilkins Sheriff  
By George North Clerk

R. E. Winstead et al  
d/b/a Ala. Feed Mills

vs  
C. H. Byrne

FILED  
JUN 7 1951  
ALICE J. DUCK, Clerk



TUSCALOOSA, ALA. June 4, 1951

C.H. Byrne, doing business as  
To / **Minette Grocery Company**  
**Bay Minette, Alabama**

IN ACCOUNT WITH

**ALABAMA FEED MILLS**

MANUFACTURERS OF  
BAMA LIVESTOCK AND POULTRY FEEDS  
BAMA CORN MEAL

TERMS: NET CASH

PHONE 4326

TO MDSE. INVOICE NO.		
AUG 4 1950	8734	550.01
BAL		550.01 *