

WATKINS PRODUCTS, INC.,

PLAINTIFF,

VS.

RUTH BELL HADLEY, A.B.
McDILL and G. E. COOPER,

DEFENDANTS.

: IN THE CIRCUIT COURT OF

: BALDWIN COUNTY, ALABAMA

: AT LAW

:

:

:

CASE NO: 9329

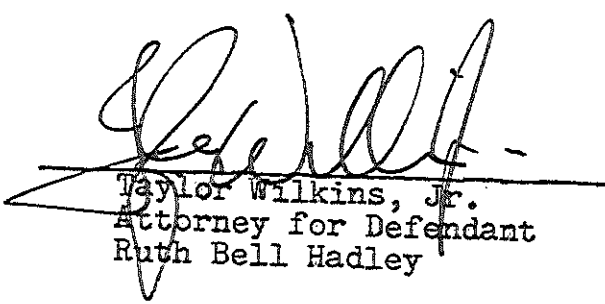
DEMURRER

Comes now the Defendant, RUTH BELL HADLEY, in the above styled case and files this demurrer to each and every count thereof in the Plaintiff's complaint and sets down and assigns the following grounds separately and severally:

1. Plaintiff has failed to state a legal cause of action against the Defendant in his complaint.

2. The Plaintiff's allegation that Defendant, RUTH BELL HADLEY, breached the conditions of the bond is a conclusion of the pleader.

3. Plaintiff has failed to state in what manner the conditions of the bond were breached.


Taylor Wilkins, Jr.
Attorney for Defendant
Ruth Bell Hadley

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 22 day of June 1970 served a copy of the foregoing pleading on counsel for all parties to this proceeding by mailing the same by United States Mail, properly addressed, with first class postage prepaid.


FILED

JUN 22 1970

ALICE J. DUCK

CLERK
REGISTER

Walking Product Line

929

North Bell Hedley et al

22

TAYLOR D. WILKINS, JR.
ATTORNEY AT LAW
TELEPHONE 937-7024 P. O. BOX 61
BAY MINETTE, ALABAMA 36507

January 28, 1971

Mrs. Eunice Blackmon
Circuit Clerk
Bay Minette, Alabama 36507

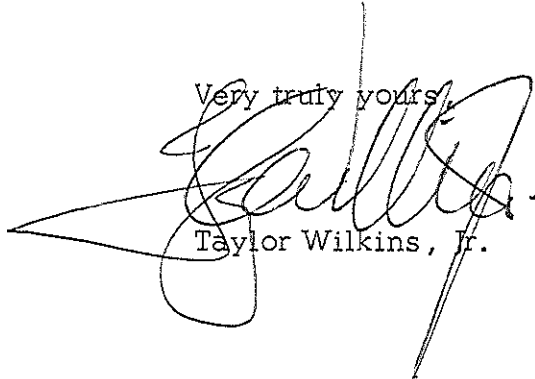
RE: Watkins Products, Inc.
vs
Ruth B. Hadley, et al
Case No. 9329

Dear Eunice:

Please note for the record my withdrawal in the above styled case.

Thanking you very much for giving this your attention,
I am

Very truly yours,


Taylor Wilkins, Jr.

TWJr:sp

CC: C. LeNoir Thompson
Attorney at Law
Bay Minette, Alabama

FILED

JAN 29 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

TAYLOR D. WILKINS, JR.
ATTORNEY AT LAW
TELEPHONE 937-7024 P. O. BOX 61
BAY MINETTE, ALABAMA 36507

March 9, 1971

Mrs. Eunice B. Blackmon
Circuit Clerk
Baldwin County
Bay Minette, Alabama 36507

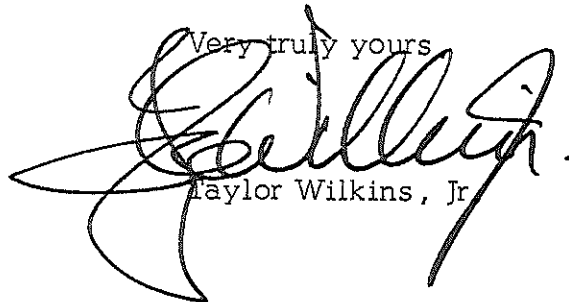
RE: Watkins Products, Inc.
vs
Ruth Bell Hadley, et al
Case No. 9329

Dear Eunice:

Please withdraw my name as attorney for the defendants in the
above styled case. I no longer represent Mrs. Ruth Bell Hadley.

Thanking you for your consideration, I am

Very truly yours



Taylor Wilkins, Jr.

TWJr:sp

6289

✓

WATKINS PRODUCTS, INC.,	:	IN THE CIRCUIT COURT OF
Plaintiff,	:	
-vs-	:	BALDWIN COUNTY, ALABAMA
	:	
RUTH BELL HADLEY, A. B.	:	AT LAW
McDILL and G. E. COOPER,	:	
	:	
Defendant.	:	CASE NUMBER <u>9329</u>

The Plaintiff above named complains of the Defendant and alleges:

ONE:

That the Plaintiff is now and during all the times hereinafter mentioned has been a corporation duly organized and existing pursuant to the laws of the State of Delaware, and doing business therein, and with power under its charter to contract and be contracted with and to sue and to be sued in its corporate name and capacity, to-wit, "WATKINS PRODUCTS, INC.".

TWO:

The Plaintiff claims of the Defendants, Ruth Bell Hadley, A. B. McDill and G. E. Cooper, One Hundred Seventy and 48/100 (\$170.48) Dollars with interest from December 12, 1968, for the breach of the conditions of a bond made by the defendants on June 14, 1967, payable to the plaintiff in the amount of One Hundred Seventy and 48/100 (\$170.48) Dollars with the condition that the said plaintiff sell and deliver to the said defendant, Ruth Bell Hadley, in accordance with said bond. Plaintiff says that conditions of said bond have been broken by defendant, Ruth Bell Hadley, in that said defendant failed or refused to pay the sum of \$170.48, and the said defendants, A. B. McDill and G. E. Cooper, have failed or refused to comply with the terms of the bond to the damage of the plaintiff, as stated above.

A copy of said bond is attached hereto and made a part hereof. A copy of a sworn itemized statement of account is also attached hereto and made a part hereof.

FILED

JUN 12 1970

ALICE J. BEEK

CLERK
REGISTER

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Attorney for Plaintiff

STATE OF MINNESOTA)
COUNTY OF WINONA)

Personally appeared before me, the undersigned authority in
and for said county and state, one F. J. Kinzie, Jr., who is known to me,
and who being first duly sworn, did depose and say as follows:

I am F. J. Kinzie, Jr., and I am Collection Manager of
Watkins Products, Inc., located at 150 Liberty Street, Winona, Minnesota,
and as such am duly authorized to make this affidavit; that I have
personal knowledge of the account of Mrs. Ruth Bell Hadley, as Principal,
and guaranteed by A. B. McDill, of Stockton Route, Bay Minette, Alabama,
and G. E. Cooper, of Star Route, Box 472, Bay Minette, Alabama, as
Sureties, with Watkins Products, Inc., and that the attached statement
is a true and correct itemization of said account owed by said debtor to
said firm, on which there is an unpaid balance of \$170.48 including
interest from December 12, 1968, and that it is due and unpaid, and that
said debtor is due no credit or set-off thereon.

F. J. Kinzie, Jr.

Subscribed and sworn to before me this 18th day of March, 1970,
as witness my hand and official seal.

L. M. Ferdinandsen, Jr.

L. M. FERDINANDSEN, Jr., Notary Public
Winona, Winona County, Minnesota
My Commission Expires Jan. 16, 1971

THIS AGREEMENT, made at Winona, Minnesota, this 14 day of June, 1967., between WATKINS PRODUCTS, INC., a corporation, hereinafter called "Seller", and

Ruth Bell Hadley of Perdido, Alabama hereinafter called "Purchaser," witnesseth,

1. That in consideration of the promises and agreements of Purchaser hereinafter contained, to be kept and performed by him, Seller agrees, unless prevented by fire, strikes, or other cause, to sell and deliver to Purchaser, at its current wholesale prices, F.O.B. Winona, Minnesota, or at its option, at any of its other regular places of shipment, such goods, other articles and supplies manufactured or sold by it, as Purchaser may reasonably require for the operation of his retail business, from the date hereof, until the first day of April, 1970, in the locality in which he is now engaged, or intends to engage, in business, a description of which locality he agrees to furnish and deliver to Seller in writing prior to its acceptance of this agreement; but the furnishing of such description may be waived by Seller at its election, without notice to Purchaser or the sureties hereon.

2. And in consideration thereof, Purchaser agrees to buy from Seller the goods, other articles and supplies reasonably required by him as aforesaid; and, in consideration of the extension of credit contemplated hereunder, agrees to furnish to it complete, regular, weekly, written records, showing separately the amounts of his cash sales, time sales, and collections; which records, however, or any of them, may be waived by Seller without notice to the sureties hereon, and he also agrees to furnish a complete financial statement when requested to do so.

3. Purchaser further agrees to pay Seller its current wholesale prices for the goods, other articles and supplies sold to him, as herein provided, and also the prepaid transportation charges thereon, if any, by remitting to Seller each week at least sixty-two per cent (62%) of the amount received by him from his cash sales, and from his collections on sales previously made, at the time and in the manner and in accordance with the weekly records of Purchaser under the provisions of paragraph two hereof; and, at the expiration or termination of this agreement, to pay the whole amount therefor then remaining unpaid; or Purchaser may pay for such goods, other articles and supplies in cash, less the usual cash discount allowed for such payments; but such payments, or any of them, may be waived or extended by Seller without notice to the sureties hereon, and without prejudice to the rights or interests of Seller.

4. If Purchaser shall not pay cash for said goods, other articles and supplies so sold and delivered to him, and the payments at the time and in the manner provided are, in the discretion of Seller deemed to be insufficient payment on Purchaser's indebtedness, Seller may thereafter either limit the sales herein agreed to be made, or from time to time suspend the same, or require cash with each order, or cash upon delivery, until Purchaser's indebtedness is paid, or reduced, as Seller may require.

5. Purchaser may, within thirty (30) days after the expiration or termination of this agreement, return, by pre-paid freight, to Seller at Winona, Minnesota, or such other location as Seller may designate, any goods purchased by him from Seller, which he may then have on hand and are in salable condition; and Seller agrees to repurchase such goods if in salable condition when received by it, and pay or credit Purchaser therefor at the invoice price, or at Seller's then prevailing wholesale price, which ever shall be lower. If any such returned goods are not in a salable condition when received by Seller, Seller may restore them to such condition if that can be reasonably done, and make a reasonable charge therefor and deduct such charge from the repurchase price of such goods, and pay or credit Purchaser with the balance. Purchaser shall not return nor Seller pay or allow credit for goods, articles or supplies which Seller has discontinued manufacturing or selling, any advertising matter of any kind, or any goods, articles or supplies which have been used or which cannot reasonably be restored to salable condition. Seller's determination as to the salability of goods returned for repurchase under this paragraph, and the charge, if any, for restoring any such returned goods to salable condition and the amount of the repurchase price to be paid Purchaser or credited to his account shall become final and binding on Purchaser upon Seller's mailing to Purchaser in the regular course of its business a credit memorandum addressed to Purchaser at his last known address showing the amount of such credit, unless Purchaser within thirty days of such mailing, specifically itemizes his objections in writing, by registered mail, to Seller at Winona, Minnesota, as to the amount of such credit.

6. Purchaser authorizes and empowers Seller to purchase or repurchase for his account with Seller any negotiable instrument or instruments which Purchaser may discount in the operation of his retail business during the course of purchases and sales hereunder and unconditionally guarantees payment of any such instrument or instruments both as to principal and accrued interest, together with all costs of collection, including a reasonable attorney's fee.

7. Purchaser shall have no power or authority to make any statement or representation, or to incur any debt, obligation, or liability of any kind whatsoever, in the name of, or for, or on account of Seller.

8. Seller shall have no interest in the accounts due for goods sold by Purchaser; and no oral or written statements, printed, advertising or other matter of Seller, sent to, or distributed by Purchaser, shall be construed to direct or control the sale or other disposition of said goods, or to change or modify the terms of this agreement.

9. Masculine terms of expression herein shall be taken to include the feminine where applicable.

10. It is also mutually agreed that upon acceptance by Seller this is the complete, entire and only agreement between the parties, and that it shall not be varied, changed, or modified in any respect except in writing executed by Purchaser and by an officer of Seller; and that either of the parties hereto may terminate this agreement at any time, if desired, by giving the other party notice thereof in writing by mail.

IN WITNESS WHEREOF, Purchaser has hereunto set his hand and seal the day and year above written.

Purchaser sign here WITH INK Ruth Bell Hadley (Seal) FULL NAME—NOT INITIALS

In consideration of the execution of the foregoing agreement by the Purchaser, which we have read or heard read, and fully understand and hereby agree and assent to, and the extension of credit thereunder upon acceptance thereof by Watkins Products, Inc., and its promise to sell, and the sale and delivery by it, to Purchaser, as vendee, of goods, other articles and supplies, as therein provided, we, the undersigned sureties, do hereby waive notice of the acceptance of this agreement, notice of default or of nonpayment, and waive action required, upon notice, by any statute, against Purchaser; and we jointly, severally and unconditionally promise, agree and guarantee to pay, at the time and place, and in the manner in said agreement provided, all indebtedness now owing or hereafter incurred by or for said Purchaser to the Seller. And we further severally agree that, in case of the death of one or more of us, the undersigned sureties, before the expiration or termination of this agreement, his estate shall continue liable with the surviving surety or sureties for all shipments made to Purchaser prior to receipt by Seller at Winona, Minnesota, of written notice by registered mail of such death. It is further agreed that the foregoing shall not be binding on any of the parties hereto until accepted by Seller at Winona, Minnesota.

SURETIES SIGN HERE WITH INK

Name	Occupation	Street or R.F.D.	City	State
A. B. McDill (Seal)	Farmer	Stockton Rt	Bay Minette	Ala
G. E. Cooper (Seal)	Owner Service	Rt 1 Box 477	Bay Minette	Ala.
(Seal)		Stat.		
(Seal)				

The foregoing purchase and surety agreements are hereby accepted by Watkins Products, Inc., and executed in its corporate name by its proper officer at Winona, Minnesota, this 21st day of July 1967.

WATKINS PRODUCTS, INC.

By

E J Sievers

Vice-president

SINCE 1868

WATKINS PRODUCTS, INC.

WINONA • MEMPHIS • NEWARK • RICHMOND • CHICAGO • KANSAS CITY • BARBERTON • OAKLAND • DENVER • ATLANTA • LOS ANGELES • WINNIPEG • MONTREAL • VANCOUVER

HADLEY, MRS. RUTH B.
 RT. #1, BOX #227
 PERDIDO, ALA. 36562

ACCT. NO. 1498
 DATE OCT. 1, 1968
 DSM 33 BR. NO. 14

ANY ERROR SHOULD BE NOTED ON THIS STATEMENT—THEN SIGNED AND RETURNED TO YOUR BRANCH.

THIS STATEMENT INCLUDES NO CHARGES MADE OR REMITTANCES RECEIVED BY US AFTER THE DATE STATED BELOW

DATE			REFERENCE NUMBER	TRNS CODE	CHARGES	CREDITS	BALANCE
MONTH	DAY	YEAR					
09	01	68					937.44
09	11	68				9.00	
09	16	68	MR 05441	C	69.84		
09	17	68		C		16.00	
09	25	68		C		6.00	
TOTALS					69.84	31.00	976.28

WATKINS PRODUCTS, INC.
 OCT 1 9 1968
 RECEIVED

C - CASH

D - CASH DISCOUNT

I - PURCHASE INVOICES

A-B-F-L-M-W - ACCOUNTING ENTRIES - DETAIL ON MEMORANDUM

P - PROTESTED CHECK

R - RETURNED MDSE

S - INTEREST CHARGE

T - TRANSFERRED MDSE

U - DEBIT MEMO

V - CREDIT MEMO

DUPLICATE COPY

TO BE SIGNED AND MAILED WITHIN 10 DAYS
TO

WATKINS PRODUCTS, INC.

ADDRESSED TO THE BRANCH FROM WHOM
YOU RECEIVE YOUR MERCHANDISE.

TO WATKINS PRODUCTS, INC., WINONA, MINN.

I HAVE VERIFIED THE ABOVE STATEMENT
OF MY ACCOUNT AND FIND IT CORRECT.

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DATE

SIGN HERE

WINONA, MINN., March 10, 1967

Mrs. Ruth Bell HadleyRoute #1, Box 227, Perdido, Alabama 36562

IN ACCOUNT WITH

WATKINS PRODUCTS, INC.

PURE FOODS • MEDICINES
HOUSEHOLD AIDS • TOILETRIES
MARY KING COSMETICS
FEED SUPPLEMENTS • INSECTICIDES

October 1, 1968 - Balance Agreed Upon As Per
Signed Statement (copy attached) \$976.28

Total Charges Since Oct. 1, 1968 None

CREDITS

1968

Oct. 2	Cash	8.00
Oct. 9	"	12.00
Oct. 16	"	12.00
Oct. 29	"	14.00
Nov. 6	"	11.00
Nov. 14	"	12.00
Nov. 27	"	8.00
Dec. 4	"	10.00
Dec. 12	"	15.00
Dec. 20	"	15.00

1969

Jan. 16	Cash	100.00
Jan. 16	"	100.00
Jan. 16	"	100.00
Jan. 16	"	100.00
Jan. 16	"	100.00
Jan. 16	"	100.00
Jan. 16	"	100.00

Total Credits Since Oct. 1, 1968 \$817.00

Balance \$159.28

Plus Interest to March 1, 1970 \$11.20

TOTAL BALANCE DUE \$170.48

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SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA
Baldwin County

Circuit Court, Baldwin County

No.....

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon RUTH BELL HADLEY, A. B. McDILL and
G. E. COOPER

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 RUTH BELL
HADLEY, A.B. McDILL and G. E. COOPER Defendant.....

by WATKINS PRODUCTS, INC.
Plaintiff.....

Witness my hand this 12 day of June 1970

Elise J. Cook Clerk

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

WATKINS PRODUCTS, INC.

Plaintiffs

vs.

RUTH BELL HADLEY, A. B. McDILL,
& G. E. COOPER Defendants

SUMMONS AND COMPLAINT

Filed June 12 1970 19.....

CLERK... Clerk
REGISTER

C. LENOIR THOMPSON

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

June 12 1970
Taylor Wilkins Sheriff

I have executed this summons

this June 12 1970
by leaving a copy with

Ruth B Hadley Baldwin
G E Cooper ""
A B McDill 2 miles north of

Sheriff claims 46 miles at

Ten Cents per mile Total \$ 4.60

TAYLOR WILKINS, Sheriff

BY Tolbert
DEPUTY SHERIFF

Taylor Wilkins Sheriff
Ra Tolbert Deputy Sheriff