

John M. Green
 vs
 The Southern States Lumber Company,
 a Corporation.

Circuit Court
 of Baldwin
 County, Ala.

1. The Plaintiff Moves the Court to strike out so much of the answer of the defendant to the 3rd. interrogatory propounded by the plaintiff to the defendant, as reads as follows:—
 "Such agreement, however, was to pay him when money should be received from the purchasers, and was not an agreement to pay him a Commission when the contracts of sale were made."

Because that part of the answer is not responsive to any question asked, and because it is immaterial and irrelevant.

2. The Plaintiff Moves the Court to strike out so much of the answer of the defendant to the 6th. interrogatory propounded by the plaintiff to the defendant, commencing with the words,

"Because it discovered that the plaintiff," and ending with and including the words, "Paid by defendant to plaintiff."

Because that part of the answer is not responsive to any question asked, and because it is — immaterial and irrelevant, and is illegal evidence, and is a statement of the motives of the defendant and of Jones and Foley.

L. H. & C. W. Faith
 Attorneys for Plaintiff.

Filed March 18th, 1903.
 J. M. Voigt, Clerk.