

7065 vs
Jos A Carney, Plaintiff
Jiles & Phillips, Defendants

In Circuit Court of
Baldwin County, Alabama
Fall Term 1910

Now comes the defendant in the above entitled
cause and separately and severally moves the
court to set aside the verdict, heretofore
rendered in said cause and grant a new
trial in said cause on the grounds of
said motion says:

1st The verdict of the jury was contrary to the law

2nd The verdict of the jury is contrary to the evidence
introduced on the trial.

3 The verdict of the jury is contrary to the
law and the evidence

4th The court erred in the ruling it made
which required the defendant to produce
the attesting witness Arthur ~~Thomas~~ Pierstall
to prove the execution of the contract be-
tween Jos. A. Carney and Jiles & Phillips,
which contract was set out in defendant's
plea of set off and offer of testimony as to contents.
a maker of said contract and offering to testify as to contents.

5th The court erred in the ruling as to requiring
the production of the attesting witness to the
contract between Taylor, Lowenstein Company and
Jos A Carney. That H Taylor, who executed said
contract for Taylor, Lowenstein & Co with said Jos. A.
Carney, being present as a witness and offer-
ing to testify as to the contents of said contract.

6th The court erred in giving the affirmative charge
for the Plaintiff, there being some evidence
to sustain plea three and four of defendant

7th Defendant asks for a new trial on the ground of
negligently discovered evidence since said verdict
was rendered, which would be material to the issues involved
in a new trial of the case, which was not S. C. Jenkins, atty
for defendant

ground of proving the contents of the contract between them

copy of the original of the contract between them