

I charge you gentlemen of the jury that if you are reasonably satisfied from the evidence in this case that Defendant employed plaintiff to find for defendant a purchaser for defendant's general merchandise stock and agreed to pay plaintiff five hundred dollars therefor, and further that plaintiff did find a purchaser for that stock accepted by defendant, then you should find for plaintiff.

Given

J. W. Ware
Judge

Bentley
vs
Dewey

Filed Apr 15/916
J M Kierman
Clerk

PHONE 9104

34 A. L. ~~Def.~~ Phitt

HOTEL BALDWIN

REASONABLE RATES, HOT AND COLD BATHS

BAY MINETTE, ALA.

7/2 1924

Mr. Dewey,

Dear Sir -

As I never
see you write to know
if you will send me
a check that you
acknowledge is due
me, and should have
been paid when I made
the sale. A Real Estate
firm may never have
made the sale, and if they
did, would have cost
considerable more than
\$500⁰⁰. I consider a man
of your standing, when he
gives you his word,
it is his Bond. I could
not & if I could, would
not try to force you to
pay a cent.

HOTEL BALDWIN

REASONABLE RATES, HOT AND COLD BATHS

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BAY MINETTE, ALA., _____ 192 _____

I need the money, & if
you send check by return
mail, will appreciate
same. With regards
to you and Mrs. Dewey
I am,

Yours Truly
L. B. Postwick
Chickasaw
Ala

L. H. BOSTWICK,
Plaintiff,

- VS -

M. B. DEWEY,
Defendant.

STATE OF ALABAMA,
BALDWIN COUNTY,
CIRCUIT COURT,
AT LAW

Comes the Plaintiff and moves the Court to grant him a new trial in the above stated case and for grounds of this motion assigns the following, upon each ground of which separately, the Plaintiff insists:

FIRST:-

The verdict of the jury was contrary to the great weight of the evidence in the case.

SECOND:-

The Court erred in permitting the Defendant to prove that Plaintiff did not take part in completing the details of the trade between Mr. Canaan and the Defendant.

THIRD:-

The Court erred in permitting the Defendant to prove that Plaintiff did not go to Loxley and show the stock of general merchandise to Mr. Canaan, the purchaser.

FOURTH:-

The Court erred in permitting the Defendant to prove that Plaintiff was not present and took no part in the making of the preliminary contract between the purchaser of the stock and the Defendant.

FIFTH:-

The Court erred in refusing to permit the Plaintiff to prove the contents of the letter Plaintiff testified that he received from Defendant as to Defendant's visit to Plaintiff at Chickasaw.

SIXTH:-

The Court erred in refusing to give to the jury at the request of Plaintiff the written Charge No. 1, as follows:

I charge you gentlemen of the jury that a verbal contract employing a person to find a purchaser of a stock of merchandise is legal and valid.

SEVENTH:-

The Court erred in refusing to give to the jury at the request of Plaintiff the written charge No.3, as follows:

I charge you gentlemen of the jury that if the Defendant M. B. Dewey employed the Plaintiff, L.H. Bostwick to find a purchaser for his, the said Dewey's stock and agreed to pay Plaintiff five hundred dollars for that service if Plaintiff did find such purchaser then you should find for Plaintiff.

EIGHTH:-

The Court erred in refusing to give to the jury at the request of Plaintiff the written Charge No.5, as follows:

I charge you gentlemen of the jury that the date Dec.1, 1927 is substantially sustained, if the evidence shows it was near that date either before or after that date.

NINTH:-

The Court erred in giving to the jury at the request of Defendant the written charge No.1, a copy of which is hereto attached and made a part of this motion.

TENTH:-

The Court erred in giving to the jury at the request of Defendant the written charge No.2, a copy of which is hereto attached and made a part of this motion.

ELEVENTH:-

The Court erred in giving to the jury at the request of Defendant the written charge No. 3, a copy of which is hereto attached and made a part of this motion.

R. P. Roach
ATTORNEY FOR PLAINTIFF.

*Defendant hereby accept
service within motion
This 4/16/30. J. J. Nelson*

*Continued to
Sept. 25, 1930
G. W. Hare
Judge*

*Thos. J. Nelson
Att. for Defendant*

RECEIVED

The Court erred in refusing to give to the jury at the

request of Plaintiff the written charge No. 6, as follows:

I charge you gentlemen of the jury that if the
Defendant M. B. Dewey employed the Plaintiff
L. H. Boswick as a messenger for his said
business and agreed to pay Plaintiff five
hundred dollars for that service in Plaintiff's
kind and proper manner then you should find for
Plaintiff.

RECEIVED

The Court erred in refusing to give to the jury at the

request of Plaintiff the written charge No. 6, as follows:

I charge you gentlemen of the jury that the date
of Plaintiff's employment of the Defendant M. B. Dewey
is not material in this case. It is the
evidence that it was a proper date either before
or after that date.

M. B. DEWEY
Defendant.

L. H. BOSWICK,
Plaintiff.

VS

The Court erred in giving to the jury at the request of

Defendant the written charge No. 1, a copy of which is hereto
attached and made a part of this motion.

RECEIVED

The Court erred in giving to the jury at the request of

Defendant the written charge No. 2, a copy of which is hereto
attached and made a part of this motion.

RECEIVED

The Court erred in giving to the jury at the request of

Defendant the written charge No. 3, a copy of which is hereto
attached and made a part of this motion.

FOR PLAINTIFF

Continued to
Page 2 of 2

R. PERCY ROACH
LAWYER
MOBILE ALA.

APRIL 16, 1930

Mr. T. W. Richerson,
Bay Minette, Ala.

Re: Bostwick vs Dewey

Dear Mr. Richerson:

I am sending you the motion for new trial in the case
of Bostwick vs. Dewey.

I did not have with me the written charges given to
the jury at the request of the Defendant.

Please attach copies of these written charges to my
motion as a part thereof.

Kindly file the motion and have the Judge to set it
specially for hearing at a time that will meet the
Court's convenience.

Thanking you kindly, I am,

Your friend,

R. P. Roach

RPR/t
enc