

2449

STATE BANK OF ELBERTA,
A Corporation,

Plaintiff,

-vs-

GLENNON FELL and EMMA FELL,
Defendants.

IN THE CIRCUIT COURT--AT LAW
STATE OF ALABAMA
BALDWIN COUNTY.

The Defendants for plea to the Complaint in this cause
say:-

1st. Non-assumpsit.

2nd. That the note which is the basis of this suit was
paid by the Defendants to the Plaintiff prior to the bringing of
this suit.

3rd. The Defendant Emma Fell for further plea to the
Complaint says that at the time that she executed the note she
was the wife of Glennon Fell, and that the indebtedness evidenced
by said Note was the indebtedness of the Defendant Glennon Fell,
and that she signed the same only as surety for her said husband,
Glennon Fell.

HYBART & CHASON
Attorneys for Defendants.

STATE OF ALABAMA ()
BALDWIN COUNTY ()

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Joe McPhillips to appear within thirty (30) days from the service of this writ in the Circuit Court to be held for said County at the place of holding the same, then and there to answer the complaint of Kahn Manufacturing Company, Inc., a corporation.

Witness my hand this 18th day of Nov, 1954.

Reece L. Luck
Clerk, Circuit Court of
Baldwin County, Alabama.

KAHN MANUFACTURING COMPANY, INC.,
a corporation,

Plaintiff,

Vs.

JOE McPHILLIPS,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
AT LAW NO. _____

The plaintiff claims of the defendant One Thousand and 00/100 (\$1,000.00) Dollars due from him for money on the 3rd day of November, 1953, received by the defendant to the use of the plaintiff, which sum of money with the interest thereon is still unpaid.

McCORVEY, TURNER, ROGERS, JOHNSTONE & ADAMS

By

Chas. K. Johnston
Leo. H. Brown
Attorneys for plaintiff.

Defendant's address:

Joe McPhillips Real Estate,
Point Clear, Alabama.

KAHN MANUFACTURING COMPANY, INC.,
a corporation,

Plaintiff.

-vs-

JOE McPHILLIPS,

Defendant.

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IN THE CIRCUIT COURT OF

MOBILE COUNTY, ALABAMA

AT LAW

NO.

PLEAS OF DEFENDANT

Comes now the Defendant in the above styled cause and for answer to the bill of complaint files the following separate and several pleas:

1. Not guilty.
2. The general issue.

Wherefore, Defendant avers that Plaintiff should not have and recover in this said cause.

For further answer to the bill of complaint and by way of recoupment, Defendant says as follows:

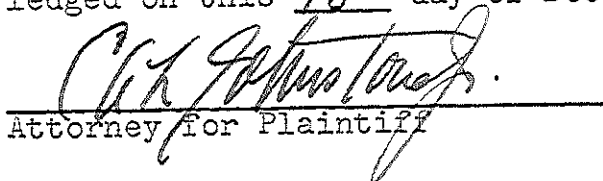
1. The Defendant claims of the Plaintiff \$1,500.00 due from Plaintiff by account on the first day of December, 1954, which sum of money with the interest thereon is still unpaid.

2. The Defendant claims of the Plaintiff \$1,500.00 due from Plaintiff for work and labor done for the Plaintiff by the Defendant in October, November and December, 1952 at Plaintiff's request, which sum of money with the interest thereon is still unpaid.

Wherefore, Defendant claims damages of the Plaintiff by way of recoupment in the sum of \$1,500.00.


Attorney for Defendant

Receipt of a copy of the above and foregoing pleas is acknowledged on this 13th day of December, 1954.


Attorney for Plaintiff

KAHN MANUFACTURING COMPANY, INC.,
a corporation,

Plaintiff,

Vs.
JOE McPHILLIPS,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
AT LAW NO. 2449

REPLICATION

The plaintiff for replication to defendant's pleas by way of recoupment numbered 1 and 2 separately and severally says, separately and severally:

1. Plaintiff denies each and every allegation of said plea.
2. The allegations of said plea are untrue.
3. Plaintiff is not guilty of the matters and things alleged in said plea.

McCORVEY, TURNER, ROGERS, JOHNSTONE & ADAMS

By

Chas. R. Johnston Jr.
Leo M. Brown

Attorneys for plaintiff.

Service accepted
this 2-15-56.

Robert T. Cunningham

McCORVEY, TURNER, ROGERS, JOHNSTONE & ADAMS
ATTORNEYS AT LAW

NINTH FLOOR, MERCHANTS NATIONAL BANK BUILDING

TELEPHONE 3-6556 P. O. BOX 1070

MOBILE 6, ALABAMA

GESSNER T. McCORVEY
BEN D. TURNER
C. M. A. ROGERS
C. A. L. JOHNSTONE, JR.
R. F. ADAMS
JAMES L. MAY, JR.
CHAUNCEY MOORE
ALEX T. HOWARD, JR.

November 17, 1954.

Hon. Alice J. Duck,
Clerk of Circuit Court,
Baldwin County,
Bay Minette, Alabama.

Re: Kahn Manufacturing Company, Inc.
v. Joe McPhillips

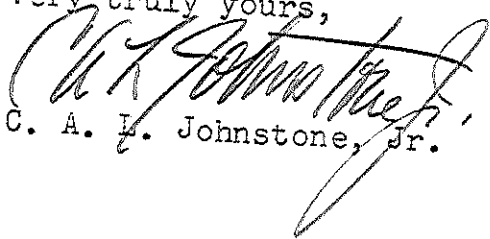
Dear Mrs. Duck:

We hand you herewith, in duplicate, complaint and interrogatories to be filed and served.

We also enclose a form of summons as we do not know whether you have a printed form that you use. Of course, if you have the printed form, that form will be more appropriate.

We shall appreciate it very much if you will advise us the date of service of the complaint and interrogatories when you have received the Sheriff's return.

Very truly yours,


C. A. L. Johnstone, Jr.

CALJ/ws
Enc.

CIVIL SUBPOENA — ORIGINAL — In case witness shall wish to charge for attendance, he shall produce to the Clerk in term this Subpoena, or within five days after adjournment of Court, else he shall be barred.

THE STATE OF ALABAMA

BALDWIN COUNTY

CIRCUIT COURT

Case No. 2449 TERM, 1956

TO ANY SHERIFF OF THE STATE OF ALABAMA—GREETINGS:

@ Mr. A. Fletcher Gordon
16th floor, Room 1607

You Are Hereby Commanded to Summon Merchants National Bank Bldg.
Mobile, Ala.

Leo M. Brown
3rd floor, Room 313
Merchants National Bank Bldg - Mobile, Ala.
if to be found in your County, at the instance of the Def't.

to be and appear before the Honorable, the Judge of the Circuit Court of Baldwin County, at the Court House thereof, by 9:00 o'clock of the forenoon, on the 28 day of Feb., 1956, and from day to day and term to term of said Court until discharged by law, then and there to testify, and the truth to say, in a certain cause pending, wherein Kahn Mfg. Co., Plaintiff and Joe M. Phillips, Defendant.

Herein Fail Not, and have you then and there this Writ.

Given under my hand and seal, this 18 day of Jan., 1956.

Alice J. Huch Clerk.
pt.

CUNNINGHAM AND WILKINS
ATTORNEYS AT LAW
1511 MERCHANTS NATIONAL BANK BUILDING
MOBILE 11, ALABAMA

TELEPHONE
6-2478

ROBERT T. CUNNINGHAM
ROBERT B. WILKINS

December 9, 1954

Mrs. Alice J. Duck
Clerk of Circuit Court
County Courthouse
Bay Minette, Alabama

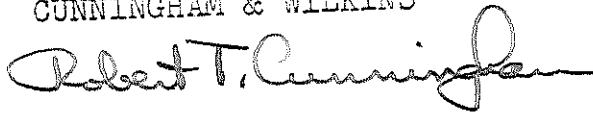
Dear Mrs. Duck:

Enclosed herewith is a copy of our pleas to be filed
in the above cause.

You will notice that the Plaintiff's attorney has
acknowledged receipt of a copy of these pleas.

Very truly yours,

CUNNINGHAM & WILKINS



ROBERT T. CUNNINGHAM

RTC/mb

Encl.

MCCORVEY, TURNER, ROGERS, JOHNSTONE & ADAMS
ATTORNEYS AT LAW

NINTH FLOOR MERCHANTS NATIONAL BANK BUILDING
HEMLOCK 3-6556 P. O. BOX 1070
MOBILE 6, ALABAMA

GESSNER T. MCCORVEY
BEN D. TURNER
C. M. A. ROGERS
C. A. L. JOHNSTONE, JR.
R. F. ADAMS
JAMES L. MAY, JR.
CHAUNCEY MOORE
ALEX T. HOWARD, JR.

January 31, 1956.

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

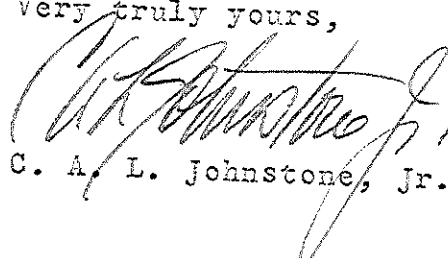
Re: No. 2449 - Kahn Manufacturing Company, Inc.
v. Joe McPhillips.

Dear Mrs. Duck:

We hand you herewith for filing in this case, answers
of plaintiff to interrogatories propounded by defendant.

You will note that Mr. Cunningham, attorney of record
for the defendant, has accepted service by notation on
page 4 of the answers.

Very truly yours,


C. A. L. Johnstone, Jr.

CALJ/ws
Enc.

CC: Mr. Robert T. Cunningham,
Attorney at Law,
Merchants National Bank Bldg.,
Mobile, Ala.

KAHN MANUFACTURING COMPANY, INC.,
a corporation,

Plaintiff,

Vs.

JOE McPHILLIPS,

Defendant.

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IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
AT LAW NO. 2449

ANSWERS OF PLAINTIFF TO INTERROGATORIES
PROPOUNDED BY DEFENDANT

1, 2, 3. No such request was made to the knowledge of the officers of this corporation now living. The said Paul May, previously President of Kahn Manufacturing Company, Inc., died January 23, 1954.

4. Defendant offered to plaintiff for purchase real property described more particularly in Exhibit "A" attached hereto which was represented as being owned by Mrs. Katherine M. Ingersoll. It is not known to plaintiff how said property came into the hands of defendant for sale.

5, 6. No agreement was made by plaintiff to pay defendant a real estate commission for finding said property, to the knowledge of the officers of plaintiff now living. On the contrary, in connection with offering such property to plaintiff, defendant stated to Herbert Greif, then Vice President and now President of Kahn Manufacturing Company, Inc., that the proposed purchase price of said property in the amount of \$12,000.00 would be net to the purchaser.

7. To the knowledge of the officers of Kahn Manufacturing Company, Inc., now living, defendant Joe McPhillips was acting as real estate agent for Katherine M. Ingersoll in connection with the proposed sale of her said real property to Kahn Manufacturing Company, Inc., and was not acting as real estate agent for Kahn Manufacturing Company, Inc. No other real estate agent was involved in said transaction.

8. On January 14, 1954, plaintiff mailed by registered mail to Mrs. Katherine M. Ingersoll a letter, copy of which is hereto attached, marked Exhibit "B" and made a part hereof. On the same date, plaintiff mailed a copy of said letter marked Exhibit "B" to defendant Joe McPhillips.

9. No.

10. See 9.

11. Paul May died January 23, 1954. As stated in No. 8 above, the letter, copy of which is hereto attached, marked Exhibit "B", was mailed to Mrs. Katherine M. Ingersoll and to defendant Joe McPhillips on January 14, 1954.

12. See 11 above.

13. Shortly after December 24, 1953, plaintiff's attorney Leo. M. Brown communicated to plaintiff the contents of title binder from Title Insurance Company, dated December 24, 1953, copy of which is hereto attached, marked Exhibit "A" and made a part hereof, and advised plaintiff that said title binder showed that the said Katherine M. Ingersoll did not have good record title to said real property as required by plaintiff's written offer to purchase.

14. Yes, as stated in 8 above.

15. Objection was made by the letter of January 14, 1954, referred to in 8 above.

16. Such objection was made before the death of Paul May.

17. The title binder of Title Insurance Company dated December 24, 1953, copy of which is hereto attached, marked Exhibit "A", was received by Leo. M. Brown, attorney for plaintiff, on or shortly after December 24, 1953.

18. No.

19. No.

20. After receipt of said title binder dated December 24, 1953, Leo. M. Brown, as attorney for plaintiff, discussed the contents thereof with Fletcher Gordon, attorney for Mrs. Katherine M. Ingersoll.

21. Mrs. Katherine M. Ingersoll never tendered to plaintiff a conveyance of said real property.

22. As stated in 8 above.

23. No agreement was made by Title Insurance Company with plaintiff to insure the title to said real property except the offer made in said title binder, copy of which is hereto attached marked Exhibit "A", to insure the title to said property upon the performance of conditions specified therein, and plaintiff was never notified that such conditions were performed.

24. The reasons why the title to said property was unsatisfactory, and not in compliance with the provisions of plaintiff's written offer to purchase, are set forth fully in Exhibit "B" hereto attached.

25. The facts showing that the said Katherine M. Ingersoll did not have good record title to the said real property are set forth in the title binder of Title Insurance Company, copy of which is hereto attached marked Exhibit "A".

26. Such objection was made in letter dated January 14, 1954, copy of which is hereto attached marked Exhibit "B".

27. The facts showing that the said Katherine M. Ingersoll did not have good record title to the said real property are set forth in the title binder of Title Insurance Company, copy of which is hereto attached marked Exhibit "A".

KAHN MANUFACTURING COMPANY, INC.

By Herbert Greif
As its President

STATE OF ALABAMA,

COUNTY OF MOBILE.

Before me Emma C. Dreamond a Notary Public in and for the aforesaid state and county, personally appeared Herbert Greif, known to me, who being by me first duly sworn deposes and says: I am now President of Kahn Manufacturing Company, Inc., and at the time of the transactions referred to in the above and foregoing answers I was Vice President of Kahn Manufacturing Company, Inc. I have knowledge of the facts stated in the above and foregoing answers to interrogatories and the

same are true to the best of my knowledge, information and belief.

Herbert Greif

Herbert Greif

Subscribed and sworn to before me
this 31st day of January, 1956.

Emma C. Drummond
Notary Public, Mobile County, Alabama.

*Sevice accepted this
Jan. 31, 1956.*

Robert T. Cunningham

TITLE INSURANCE COMPANY

The Guaranty of Title is the Best Protection

TITLE INSURANCE BUILDING

MOBILE, ALA.

December 24th 1953

J. W. GOODLOE, PRESIDENT
G. T. MCCORVEY, VICE-PRESIDENT
CHAS. A. CUNNINGHAM, SECRETARY
VELMA SEWARD, ASSISTANT-SECRETARY

HERBERT BAUMER, ASSISTANT-SECRETARY
HAROLD G. GOUBIL, ASSISTANT-SECRETARY
MCCORVEY, TURNER, ROGERS, JOHNSTONE
& ADAMS, GENERAL COUNSEL

T-64532

Kahn Manufacturing Company, Inc.
c/o Mr. Leo M. Brown
Merchants National Bank Building
Mobile, Alabama

Re: Ingersoll Property - Spring Hill Road.

Gentlemen:

At your request we have checked the various Public Records of Mobile County, Alabama with reference to the property which you propose to purchase from Mrs. Katherine Esquerre Ingersoll, situated in the County of Mobile, State of Alabama, to-wit:

That tract of land bounded by a line described as follows: Beginning at a point located at the intersection of the north line of Spring Hill Road with the line marking the city limits, of the City of Mobile, Alabama, which line is also the west line of Section Eighteen (18), Township Four (4) South, Range One (1) West, Mobile County, Alabama, and running thence south-eastwardly along the said north line of said Spring Hill Road a distance of five hundred and sixty-four and 5/10 feet (564.5') to a point which is the point of beginning; running thence southeastwardly along the said north line of said Spring Hill Road a distance of two hundred and twenty-nine feet (229') to a point; running thence northwardly, with an interior angle of sixty-nine degrees and four minutes (69° 4'), a distance of five hundred and nineteen feet (519') to a point on the line marking the southwestern boundary of the right of way of the Gulf, Mobile and Ohio Railroad; running thence north-westwardly, with an interior angle of one hundred and forty-eight degrees (148°) and along the line of the said southwestern boundary of said right of way, a distance of three hundred and seventy-one and 2/10 feet (371.2') to a point located on the south line of Section Seven (7), Township Four (4) South, Range One (1) West, Mobile County, Alabama; running thence westwardly, and along the said south line of said Section Seven (7), a distance of seventy-three (73') to a point; running thence southwardly a distance of five hundred and thirty-seven feet (537') to a point; running thence southeastwardly a distance of sixty-three feet (63') to a point; and running thence southwardly a distance of one hundred and ninety-three and 2/10 feet (193.2') to the point of beginning; According to a plat of survey of said property made by TUNSTALL BRYARS, Registered Surveyor, bearing date the 23rd day of November, 1949.

EXHIBIT "A"

Page #2

We have approved the title to the above property for Owner's Guaranty of Title, on our standard form, subject to clearing up or obtaining the following:

1. Delivery of properly executed deed from Katherine Esquerre Ingersoll, joined by her husband if any, to Kahn Manufacturing Company, Inc. - or its nominee - conveying the above property. The fee simple title to said property is, as of the date hereof, vested in Katherine Esquerre Ingersoll, subject to matters herein-after mentioned.

2. The above described property was acquired by Prosper Esquerre by deeds dated in 1890 under a rather indefinite description reading as follows:

"All that tract of land in said County and State on Springhill Road in Section 18, and bounded North by the Sectional line, East by property of L. M. Wilson, South by Springhill Road and West by property of Eliza Demorest, being same property conveyed by William Dun to A. M. Barrelli, by deed dated Jan. 6th, 1951 and by the latter to Jesse M. Long in 1854. The said tract containing 4 acres, more or less".

By deed dated November 9th 1909 and recorded in Deed Book 140 Page 473 Prosper Esquerre and Amelie Esquerre his wife conveyed to Ferdinand Esquerre a strip of land 90 feet wide along the west side of the property above described, and also a lot 65 feet frontage by 200 feet depth in the Southeast corner thereof.

The records show no further conveyance out of Prosper Esquerre to Ferdinand Esquerre or any one else conveying the remainder of the property which he acquired in 1890 as noted above.

However by deed dated May 12, 1934 and recorded in Deed Book 249 Page 172 Amelie Esquerre, a widow, and her daughter, Marie Turpen conveyed to Ferdinand Esquerre all of the property acquired by Prosper Esquerre in 1890 as noted above.

The records show no will or administration on the Estate of Prosper Esquerre.

Ferdinand Esquerre died in 1948 leaving a will probated January 6, 1949.

Item #4 of this will provides as follows: " I give and e-
vise to my two daughters, Luzella Esquerre and Mrs.
Katherine Ingersoll, share and share alike, all of my
property on Springhill Road near Five Mile Post in
Mobile County, Alabama, consisting of twelve three room
houses, together with all furniture or furnishings lo-
cated therein at the time of my death, and the five or
six acres of land on which they are located."

Page #3

In Item #5 of this will the said Ferdinand Esquerre devised all of his assets of every kind owned by him at the time of his death to his wife Ethel Esquerre.

By deed dated December 1st 1949 Luzella Esquerre, unmarried, conveyed to Katherine Esquerre Ingersoll the property subject to this report and described on the first page hereof.

3. Affidavit should be obtained and recorded as to the time and place of the death of Prosper Esquerre, the names of his heirs at law, etc, and if said heirs embrace other parties than: Amelie Esquerre, Marie Turpen and Ferdinand Esquerre, deed should be obtained from them.

In view of the indefiniteness of the description in the devise contained in Item #4 of the will of Ferdinand Esquerre, quit claim deed should be obtained and recorded from Ethel Esquerre, the widow of Ferdinand Esquerre - if she be living, or if deceased, from her heirs at law, or in lieu thereof, or in connection therewith, an affidavit by the said Ethel Esquerre identifying the property which the said Katherine Esquerre Ingersoll proposes to convey with the property devised in Item #4 of the said will of Ferdinand Esquerre.

4. Obtain and record at least 3 affidavits by persons residing in this neighborhood and acquainted with the facts as to the peaceable and adverse possession of said property by the Esquerre Family for the past 30 years or more.

QUESTION OF SURVEY:

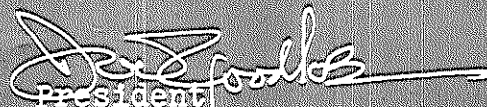
The description on Page 1 is in accord with a survey made by Tunstall Bryars, Surveyor dated November 23, 1949. You inform us that a new survey is being prepared at this time; if such is the case we suggest that before the final deed is drawn that the same be checked against the new survey.

TAXES:

Taxes will be reported on in subsequent report.

Very truly yours,

TITLE INSURANCE COMPANY


President

JWG/mr

C
O
P
Y

January 14th, 1954.

REGISTERED MAIL
RETURN RECEIPT REQUESTED.

Mrs. Katherine M. Ingersoll,
1900 Hall's Mill Road,
Mobile, Alabama.

Dear Madam:

Under date of November 3rd, 1953, we made you an offer for the purchase of your property at the intersection of the City Limits of the City of Mobile with the north line of Spring Hill Road. That offer contained certain stipulations and conditions which have not been complied with by you, namely:

1. You were to furnish us, within thirty days from your acceptance of our said offer (which acceptance was dated November 3rd, 1953, and was signed by you and your husband, Mr. Stanley A. Ingersoll) a complete title binder on a guaranty of title by the Title Insurance Company of Mobile. No complete title binder has been delivered to us.
2. We have received from the Title Insurance Company a letter under date of December 24th, 1953, which shows that you do not have a good record title to the said property such as is required under the terms of our said offer.
3. Such title as you may have will undoubtedly rest upon alleged adverse possession, and we wish to advise you that such a title would not be satisfactory to our attorney.

In view of your inability to comply with the terms of our offer, we hereby notify you that the said offer is withdrawn by us, and we request that you return the \$500.00 earnest money deposited by us at the time of making our said offer to you.

Yours very truly,

KAHN MANUFACTURING COMPANY, INC.,
a Corporation,

By.....(s) Herbert Greif.....
As Its Vice-President

CC: Mr. Joe McPhillips,
Point Clear,
Baldwin County,
Alabama.

EXHIBIT "B"

KAHN MANUFACTURING COMPANY, INC.,
a corporation,

Plaintiff,

Vs.

JOE McPHILLIPS,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

AT LAW NO. _____

INTERROGATORIES PROPOUNDED BY PLAINTIFF TO DEFENDANT

1. Did you receive from plaintiff on the 3rd day of November, 1953, the sum of \$500.00 as earnest money deposited in accordance with the terms and provisions of a certain written offer to purchase real property made by plaintiff to Mrs. Katherine M. Ingersoll, copy of which is hereto attached, marked Exhibit "A"? If your answer is in the negative in any respect state specifically the amount which you say you received and the date on which it was received.

2. Did you have knowledge of the contents of said written offer?

3. Did you sign as a witness to the signatures of Katherine M. Ingersoll and Stanley A. Ingersoll, or either of them, to the written acceptance of said offer appended thereto as indicated on said Exhibit "A"?

4. Did you receive from plaintiff on the 3rd day of November, 1953, the further and additional sum of \$500.00? If your answer is in the affirmative then answer the following questions:

(a) Was such additional sum of \$500.00 deposited with you as earnest money on account of a proposed purchase by plaintiff of another lot or parcel of real property located in the vicinity of the real property described in said Exhibit "A"?

(b) Was plaintiff's proposal to purchase such other lot or parcel of real property upon the condition that the purchase by plaintiff of the real property described in said Exhibit "A" should be consummated?

If you answer in the negative to any part of the questions propounded in this interrogatory No. 4 then state fully and in detail the true facts with respect to each and every transaction referred to.

5. Did you receive copy of written notice from plaintiff to Mrs. Katherine M. Ingersoll dated January 14, 1954, copy of which is hereto attached, marked Exhibit "B"? If so, on or about what date did you receive the same?

6. If you state in answer to interrogatory No. 5 that you did not receive copy of such written notice then state whether or not you received information as to the contents of said notice, the nature of such information, and the date when it was first received by you.

7. Did you receive from Leo. M. Brown, attorney at law, of Mobile, Alabama, a letter addressed to you dated March 17th, 1954, copy of which is hereto attached marked Exhibit "C"? On or about what date was said letter received by you?

8. If in answer to interrogatory No. 7 you have stated that you did not receive said letter, then state when and in what manner you first received request from or on behalf of plaintiff for the refund to plaintiff of the said sums of money deposited with you as earnest money.

9. Have you ever refunded or paid back to plaintiff said sums of money deposited with you as earnest money or any part thereof? If you state that you have refunded or paid back any part thereof, state in detail the amount which you say was paid, the date on which it was paid and to whom it was paid.

McCORVEY, TURNER, ROGERS, JOHNSTONE & ADAMS

By

C. K. Johnston
Leo. M. Brown

Attorneys for plaintiff.

STATE OF ALABAMA,

COUNTY OF MOBILE.

Before me, Wilhelmina H. Schwartz, a Notary Public in and for the aforesaid state and county, personally appeared C. A. L. Johnstone, Jr., known to me, who being by me first duly sworn deposes and says:

I am a member of the firm of McCorvey, Turner, Rogers, Johnstone & Adams, and one of the attorneys of record for plaintiff in the above styled cause. The answers to the above and foregoing interrogatories propounded by plaintiff to defendant in the above styled cause if well and truthfully made, will be material evidence for plaintiff in said cause.

C. A. L. Johnstone, Jr.
C. A. L. Johnstone, Jr.

Subscribed and sworn to before me
this 17th day of December, 1954.

Wilhelmina H. Schwartz
Notary Public, Mobile County, Alabama.

KAHN MANUFACTURING COMPANY, INC.,
a Corporation,

Plaintiff.

-vs-

JOE McPHILLIPS,

Defendant.


IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
AT LAW.

NO. _____

ANSWERS TO INTERROGATORIES

Now comes JOE McPHILLIPS, Defendant in the above styled cause, and for answer to the interrogatories propounded to the Defendant by the Plaintiff, Kahn Manufacturing Company, Inc., herein states under oath as follows:

- Yes,
- 1./ I received a check for \$500.00.
 2. Yes.
 3. Yes.
 4. Yes, I received a check for \$500.00.
 - (a) Yes.
 - (b) Yes.
 5. Yes. I do not now recall.
 6. See answer to No. 5.
 7. Yes. I do not now recall.
 8. See answer to preceding question.
 9. No.


JOE McPHILLIPS

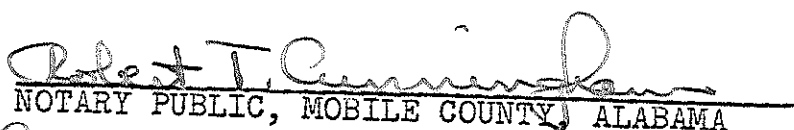
STATE OF ALABAMA)

COUNTY OF MOBILE)

Before me, the undersigned Notary Public in said County in said State, personally appeared Joe McPhillips, who, being by me first duly sworn, doth on oath depose and say that the foregoing answers to interrogatories are true and correct.


JOE McPHILLIPS

Sworn to and subscribed before me this 31st day of January, 1955.


NOTARY PUBLIC, MOBILE COUNTY, ALABAMA

Copy of above delivered
this date to C.A.L.
Johnstone, atty. for
Plaintiff.
Robert T. Cunningham
Jan. 31, 1955.

KAHN MANUFACTURING COMPANY, INC.,
a Corporation,

Plaintiff.

-vs-

JOE McPHILLIPS,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW.
NO. _____

INTERROGATORIES PROPOUNDED BY DEFENDANT TO PLAINTIFF

1. Please state whether or not Paul May, while President of Kahn Manufacturing Co., Inc., asked the defendant to attempt to locate some real property for Kahn Manufacturing Co., Inc.

2. Please state when such request was made.

3. Please state what type of property Kahn Manufacturing Co., Inc. was looking for at that time.

4. Please state whether or not Joe McPhillips found the property of the character and description desired by Kahn Manufacturing Co., Inc. and if so, state (a) where it was located, and (b) the names of the owner or owners of the property.

5. Please state whether or not Kahn Manufacturing Co., Inc. agreed to pay Joe McPhillips a real estate commission for finding said property, and if so, please state what commission it agreed to pay.

6. Please state whether or not Kahn Manufacturing Co., Inc. ever advised Joe McPhillips that it did not intend to pay him a real estate commission for finding such property as that for which they were looking.

7. Please state whether or not Kahn Manufacturing Co., Inc. entered into a contract with Katherine M. Ingersoll and Stanley A. Ingersoll for the purchase of certain real estate, and if so, please state (a) who, if any one, represented the Ingersolls in said trade as real estate agent, (b) who, if any one, represented Kahn Manufacturing Co., Inc. in said trade as real estate agent, and (c) the names of all real estate agents involved and taking part in the transaction.

8. Please state on what date and to whom objection was first made as to the title of the property which Kahn Manufacturing Co., Inc. agreed to purchase from the Ingersolls.

9. Please state whether or not Kahn Manufacturing Co., Inc., acting through any of its officers, employees or attorneys, requested that Fletcher Gordon, Attorney for the Ingersolls, delay closing the sale of said property due to the illness of Paul May.

10. Please state when such request was made.

11. Please state whether or not you ever questioned the title of the property owned by the Ingersolls prior to the death of Paul May, and if so, state when and to whom such objection was first made.

12. Please state whether negotiations for the purchase of the property here involved were ever discontinued prior to the death of Paul May, and if so, please state why and at whose request such negotiations were temporarily discontinued.

13. Please state on what date your attorney first advised you that the title was unsatisfactory.

14. Please state whether or not you ever notified anyone that the title was unsatisfactory prior to the death of Paul May.

15. Please state on what date and to whom objection was first made to the title binder as furnished by the Title Insurance Company.

16. Please state whether or not such objection was made before or after the death of Paul May.

17. Please state whether or not you ever received the title binder of the Title Insurance Company dated December 24, 1953, and if so, when you received it.

18. Please state whether or not you carried on any negotiations for the purchase of the property in question after December 3, 1953.

19. Please state whether or not you carried on any negotiations for the purchase of the property in question after receipt of the title binder from the Title Insurance Company.

20. Please state whether or not you ever discussed the purchase of the property in question with Fletcher Gordon, Attorney for the Ingersolls, after receipt of the title binder.

21. Please state whether or not the Ingersolls ever failed or refused to convey the property in question to you.

22. Please state when you first declined to go through with the purchase of the property in question and whom you advised that you would not do so.

23. Please state whether or not the Title Insurance Company agreed to insure the title to the property in question.

24. Please state exactly why the title to said property was unsatisfactory to you.

25. Please state why you claim that the Ingersolls could not convey record title to the property in question to you, if this is your contention.

26. Please state whether or not you ever objected to any delay by the sellers in furnishing you a title binder on the title to said property.

27. If you contend that the Ingersolls did not have good record title to said property, please state in what respect they failed to have such record title.

Robert T. Cunningham
Robert T. Cunningham
Attorney for Defendant

STATE OF ALABAMA)

COUNTY OF MOBILE)

Before me, the undersigned Notary Public in and for said State and County, personally appeared Robert T. Cunningham, who, upon being first duly sworn on oath, deposes and says that answers to the above and foregoing interrogatories, if well and truly made by the plaintiff, will be material evidence for the defendants in this cause.

Robert T. Cunningham

Subscribed and sworn to before

me on this 8th day of February, 1955.

Therese B. Smith
NOTARY PUBLIC, MOBILE COUNTY, ALABAMA

I certify that I have this date delivered a copy of the above interrogatories to C.A.L. Johnstone, attorney for the Plaintiff. Robert T. Cunningham