

any, due to the Bank on shares owned by him, nor shall any mere informality in organization have the effect of rendering this Charter null or of exposing any of the stockholders to any liability beyond the amount of their stock.

ARTICLE XI.

Whenever this corporation may be dissolved, either by limitation or from any other cause, its affairs shall be liquidated by three stockholders to be appointed at a general meeting to be convened by publication for thirty days in a newspaper published in the City of New Orleans, and by notice mailed to each stockholder to his last designated address, or to General Delivery at New Orleans if he has not designated any address, at least thirty days before said meeting. A majority of the stock voting at such election shall be requisite to elect. Said commissioners shall remain in office until the affairs of the said corporation shall have been fully liquidated, and in case of vacancy or vacancies in the office of one or more of said commissioners, the vacancy or vacancies shall be filled by the remaining commissioners from among the stockholders.

ARTICLE XII.

This Charter may be modified, altered or changed, or said corporation may be dissolved, with the assent of two-thirds of the amount of capital stock, given at a general meeting of the stockholders convened for that purpose after notice thereof shall have been given in one or more newspapers published in the City of New Orleans, for thirty days preceding said meeting, and by written notice mailed to each stockholder to his last designated address, or to General Delivery at New Orleans, if he has not designated any address, at least thirty days prior to said meeting.

The capital stock or shares of this corporation may be increased or diminished in accordance with the laws of the State of Louisiana, on the subject of increase, decrease, modification, alterations or addition to the capital stock or number of shares of such corporation.

That the said Ricks and the said Wuerpel, do hereby authorize the recordation and publication of the aforesaid amendments of the Charter of said Bank, in accordance with law, in order that the same may become operative and binding upon all persons who are now, or may hereafter become stockholders of this corporation.

THUS DONE AND PASSED, in my office in the City of New Orleans, on the day, month and year first above written, in the presence of Hermann Kahle and Alphonse Labarthe, competent witnesses, who have hereunto signed their names with said appearers, and me, Notary, after due reading of the whole.

WITNESSES:

(Signed) H. Kahle,

" A. Labarthe.

(Signed) A. G. Ricks,

" A. C. Wuerpel.

(Signed) Frank Wm. Hart,  
Not. Pub.



I, the undersigned Recorder of Mortgages, in and for the Parish of Orleans, State of Louisiana, do hereby certify that the above and foregoing Act of Amendment of Incorporation of the Metropolitan Bank, was this day duly recorded in my office, in Book 1231, Folio 396.

New Orleans, September 23rd, 1919.

(Signed) Emile J. Leonard,  
D. R. M.

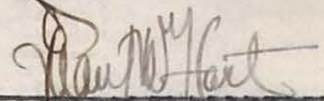
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Recorded in Office of Secretary of State  
in Record of Charters No.95, on September 24th,  
1919.

-----

I, FRANK WILLIAM HART, undersigned Notary Public, in and for the Parish of Orleans, State of Louisiana, duly qualified and commissioned, hereby certify that this, and the preceding nine pages, contain a true and correct copy of Amendment to the Charter of the METROPOLITAN BANK of New Orleans, passed before me on September 23rd, 1919, increasing its capital stock amending certain articles, repealing certain articles and changing its name to the PAN-AMERICAN BANK AND TRUST COMPANY, and also embody a true and correct copy of the entire Charter of the said PAN-AMERICAN BANK AND TRUST COMPANY, as amended by said act before me on the date aforesaid.

In faith whereof, I have hereunto affixed my Official signature and Seal, at New Orleans, Louisiana, on this 20th day of October, 1922.

  
\_\_\_\_\_  
Notary Public.

2 R  
N. P  
10/20/22





# PAN-AMERICAN BANK & TRUST COMPANY

NEW ORLEANS, U.S.A.

CABLE ADDRESS  
"PANBANK"

CAPITAL AND SURPLUS \$ 1,300,000.00

CRAWFORD H. ELLIS, CHAIRMAN OF BOARD

MEMBER  
FEDERAL RESERVE SYSTEM

ADOLPH DUMSER, PRESIDENT  
E. G. SIMMONS, VICE PRESIDENT  
A. C. WUERPEL, VICE PRESIDENT  
A. G. RICKS, VICE PRESIDENT

SUCCESSOR TO

METROPOLITAN BANK

EMMET JONES, CASHIER  
A. LABARTHE, ASST. CASHIER  
H. KAHLE, ASST. CASHIER  
FRANK ULLRICH, MANAGER FOREIGN DEPARTMENT

NEW ORLEANS, LA.

May 10th. 1920

*May 15<sup>th</sup>*

*P "C"*

*pb*

Mr. Theo. Baars, Pres.,  
Chical Lumber Company,  
Pensacola, Fla.

Dear Sir:-

Replying to your esteemed favor of May 7th., we beg to say that we will be glad to serve you, and we hand you herein a new note at 90 days for \$30,000.00, which please have executed and endorsed and return to us together with your check on us for \$35,006.00 to cover the old note and \$6.00 for stamps on the new note, and we will then discount the new note and credit your account with proceeds under advice.

We are glad to be able to serve you and await your further commands.

Yours very truly,

*[Signature]*

Vice-President.

ACW-w

*S. R.  
N. P.  
Nov 9/20*



May 21st. 1920

Chical Lumber Company,  
Pensacola, Fla.

Gentlemen:

We are to-day in receipt of telegram from the Citizens and Peoples National Bank, Pensacola asking us to certify your check on us for \$1,200.00 which we have done.

This now reduces your balances with us to \$70.00 which is entirely out of line with the amount of accommodations we are carrying for you to the extent of \$30,000.00, and we must request you to build up your balances to the usual requirements of 15% of the amount of your loans, or say \$4,500.00 - which please do.

Yours very truly,

Vice-President.

ACW-w

*S. R.  
H. P.  
May 9/20*

22

17



*REPT*

May 31st. 1920

Mr. Theo. Barrs, Pres.,  
Chical Lumber Company,  
Pensacola, Fla.

Dear Sir:-

We are in receipt of your esteemed favor of May 28th., enclosing statement of your affairs, as of date May 1st. 1920, which we file.

We note your request for an additional line of \$20,000.00, and while money is very, very tight we will accede to your request and enclose herein a 90 day note for the amount which please execute and return to us with your personal endorsement and check for \$4.00 to pay revenue stamps and we will discount the note and place the proceeds to your credit.

We grant this additional line with the distinct understanding, however, that your balances will be maintained on the usual percentage - which would be about \$10,000.00 on your total line.

Awaiting your further advice, we are,

Yours very truly,

Vice-President

ACW-w

*Z.R.  
N.P.  
11/27/20*

24

18



P-7  
P-7  
June 4th. 1920

Mr. Theo. Baars, Pres.,  
Chical Lumber Company,  
Pensacola, Fla.

Dear Sir:-

We have your esteemed favor of June 2nd., enclosing note for \$20,000.00, which we discount and credit your account with the amount maturing Aug. 31st. 1920, less discount at 7% -\$353.90, net to your credit \$19,646.10.

We apply your check for \$4.00 to cover the Revenue Stamps on this note.

Awaiting your further favors, we are,

Yours very truly,

Vice-President.

ACW-w



P.B.  
**PAN-AMERICAN BANK & TRUST COMPANY**  
**NEW ORLEANS, U.S.A.**

CAPITAL AND SURPLUS \$ 1,300,000.00

CABLE ADDRESS  
"PANBANK"

CRAWFORD H. ELLIS, CHAIRMAN OF BOARD.

MEMBER  
FEDERAL RESERVE SYSTEM

ADOLPH DUMSER, PRESIDENT  
E. G. SIMMONS, VICE PRESIDENT  
A. C. WUERPEL, VICE PRESIDENT  
A. G. RICKS, VICE PRESIDENT

SUCCESSOR TO

METROPOLITAN BANK

EMMET JONES, CASHIER  
A. LABARTHE, ASST. CASHIER  
H. KAHLE, ASST. CASHIER

**NEW ORLEANS, LA.**

Aug. 13, 1920 *to*

*Aug. 16*

Mr. Theo. Baars, Pres.,  
Chical Lumber Company,  
Pensacola, Fla.

Dear Sir:-

We have your favor of Aug. 11th. in reply to ours of 9th. and we note what you say.

As per your request we hand you herein renewal blank for your note maturing on the 13th. which please return to us duly executed together with your check for the amount of the note due to-day, - \$30,000.00 and for \$6.00 to cover stamps on the renewal note, a total of \$30,006.00, and we will discount same and place the proceeds to your credit.

We are glad to be advised that you will begin building up your balances very shortly.

Yours very truly,



Vice-President

ACW-w

*S.M.  
N.P.  
Nov 7/20*



STATE OF FLORIDA, )  
(  
COUNTY OF ESCAMBIA. )

~~308~~

P-702

KNOW ALL MEN BY THESE PRESENTS, That I, Theo. Baars (unmarried) for and in consideration of the sum of Thirty-five Thousand (\$35,000.00) Dollars to me in hand paid by the Pan-American Bank and Trust Company of New Orleans, La. a corporation, the receipt whereof is hereby acknowledged, have granted, bargained and sold and by these presents do grant, bargain, sell and convey unto the said Pan-American Bank and Trust Company of New Orleans, La. a corporation and its assigns forever, the following described real estate situate, lying and being in the County of Baldwin, State of Alabama, to-wit:

Fractional West half ( $W\frac{1}{2}$ ) of Sec. Six (6),  
Township Two (2) South, Range Five (5) East.

West half ( $W\frac{1}{2}$ ) of Sec. Six (6); All of Sec. Nineteen (19); Southwest quarter of Northeast quarter ( $SW\frac{1}{4}$  of  $NE\frac{1}{4}$ ), North half of Southwest quarter ( $N\frac{1}{2}$  of  $SW\frac{1}{4}$ ), Southwest quarter of Southwest quarter ( $SW\frac{1}{4}$  of  $SW\frac{1}{4}$ ) of Sec. Thirty (30); Township Three (3) South, Range Four (4) East.

All of Sec. Eighteen (18); Southwest of Styx River in Southwest quarter ( $SW\frac{1}{4}$ ) of Sec. Twenty (20); Northeast quarter ( $NE\frac{1}{4}$ ), East half of Southwest quarter ( $E\frac{1}{2}$  of  $SW\frac{1}{4}$ ), West half of Southeast quarter ( $W\frac{1}{2}$  of  $SE\frac{1}{4}$ ) of Sec. Thirty (30); Township Four (4) South, Range Four (4) East.

East half of East Half ( $E\frac{1}{2}$  of  $E\frac{1}{2}$ ) of Sec. Two (2); Northeast quarter ( $NE\frac{1}{4}$ ), West half of Southeast quarter ( $W\frac{1}{2}$  of  $SE\frac{1}{4}$ ), Southeast quarter of Southeast quarter ( $SE\frac{1}{4}$  of  $SE\frac{1}{4}$ ) of Sec. Ten (10); West half of West half ( $W\frac{1}{2}$  of  $W\frac{1}{2}$ ) of Sec. Twelve (12); East half of Northeast quarter ( $E\frac{1}{2}$  of  $NE\frac{1}{4}$ ), Southeast quarter of Southwest quarter ( $SE\frac{1}{4}$  of  $SW\frac{1}{4}$ ), North Half of Southwest quarter ( $N\frac{1}{2}$  of  $SW\frac{1}{4}$ ) and Northwest quarter

Z.R.  
N.P.  
Nw 9/22



of Southeast quarter (NW $\frac{1}{4}$  of SE $\frac{1}{4}$ ), of Section Fourteen (14); North half (N $\frac{1}{2}$ ) of Sec. Twenty-two (22); Northeast quarter (NE $\frac{1}{4}$ ), North half of Southeast quarter (N $\frac{1}{2}$  of SE $\frac{1}{4}$ ), Southwest quarter (SW $\frac{1}{4}$ ) of Sec. Thirty-six (36); Township Three (3) South, Range Three (3) East.

All of Sec. Three (3); All of Sec. Eleven (11); North half of Northeast quarter (N $\frac{1}{2}$  of NE $\frac{1}{4}$ ) of Sec. Twelve (12); All of Sec. Thirteen (13); Township Four (4) South, Range Three (3) East.

All in Baldwin County, State of Alabama, and containing Five Thousand, Seven Hundred and Eighty-seven (5,787.87) 87/100 acres, more or less.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or appertaining, the whole free from all exemptions and right of homestead.

And I, the said Theo. Baars the said mortgagor, for myself and my heirs, do covenant with the said mortgagee and its assigns that I am well seized of the said property and have a good right to convey the same; that it is free from any lien or incumbrance in law or equity and that the said mortgagor shall warrant and by these presents forever defend the said premises unto the said mortgagee and its assigns, against the lawful claims of all and every person or persons whomsoever.

THE FOREGOING CONVEYANCE ~~is and~~ is intended to be, and is, a mortgage to secure the payment of one promissory note of date of November 15th, 1919, for the sum of Thirty-five Thousand (\$35,000.00) Dollars, made by Chical Lumber Company a corporation under the laws of the State of Florida, payable to the order of the Pan-American Bank and Trust Company of New Orleans, La. a corporation, the said mortgagee, six months (6) after the said date..

The mortgagor covenants that he will keep perfect and unimpaired the security hereby given; that he will pay all taxes, assessments and charges which may or might become liens superior

212  
NW 9/22



to that hereby created and if such taxes, assessments and charges be not paid, the mortgagee may pay the same and the lien hereby created shall extend to all such sums expended with interest at the rate of eight (8%) per cent per annum.

The mortgagor agrees that the indebtedness covered by this mortgage shall become immediately due and payable and this mortgage shall become immediately foreclosable, for all sums secured hereby, if the said indebtedness, or any part thereof, shall not be paid according to the terms of the said note, or if the ~~said~~ mortgagor shall omit the doing of anything herein required to be done for the protection of the mortgagee; and all costs and expenses including attorneys fees and commissions incurred in collecting this mortgage debt, shall be a part of the mortgage debt and a lien upon the mortgaged property, and if a foreclosure of this mortgage be had, or a suit to foreclose the same be rightfully begun, he will pay all costs and expenses of the said suit, including a reasonable attorneys fee, which costs and fees shall be included in the lien of this mortgage and in the sum decreed upon foreclosure.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 15<sup>th</sup> day of November, A. D. 1919.

Theo. Baars (SEAL)

Signed, sealed and delivered

in the presence of:

Jacob S. Berlin

Alma E. Fisher

STATE OF FLORIDA,

Escambia County.

Before the subscribed personally appeared Theo. Baars, known to me to be the individual described and who is known to me and acknowledged before me on this day that being informed of the contents of the foregoing instrument, he executed the same voluntarily on the



E. N. P.  
Nov 9/22



*Frederick J. Berlin*  
Notary Public.  
*My Commission expires 9th March 1922*

day the same bears date.  
GIVEN under my hand and seal this 15<sup>th</sup> day of  
November, A. D. 1919.



# PAN-AMERICAN BANK & TRUST COMPANY

NEW ORLEANS, U.S.A.

CAPITAL AND SURPLUS \$ 1,300,000.00

CABLE ADDRESS  
"PANBANK"

CRAWFORD H. ELLIS, CHAIRMAN OF BOARD

MEMBER  
FEDERAL RESERVE SYSTEM

ADOLPH DUMSER, PRESIDENT  
E. G. SIMMONS, VICE PRESIDENT  
A. C. WUERPEL, VICE PRESIDENT  
A. G. RICKS, VICE PRESIDENT

SUCCESSOR TO

METROPOLITAN BANK

EMMET JONES, CASHIER  
A. LABARTHE, ASST. CASHIER  
H. KAHLE, ASST. CASHIER  
FRANK ULLRICH, MANAGER FOREIGN DEPARTMENT

NEW ORLEANS, LA.

August 27th, 1920.

*P. A. H.*


Mr. Theo Baars, President  
Chical Lumber Co.,  
Pensacola, Fla.

Dear Sir:

We have your esteemed favor of the 26th inst. and note that you desire to carry over the note maturing August 31st, and for that purpose we hand you herein renewal note, which please sign and endorse and return to us together with check for \$20,004.00 to cover the old note, the \$4.00 being for revenue stamps on the renewal.

We sincerely trust that your anticipations will materialize regarding an increase of your balances.

Yours very truly,



Vice-President.

ACW:O

*2. A.  
N. P.  
Nov. 9/20.*



**PAN-AMERICAN BANK & TRUST COMPANY**  
**NEW ORLEANS, U.S.A.**

CAPITAL AND SURPLUS \$ 1,300,000.00

CABLE ADDRESS  
"PANBANK"

CRAWFORD H. ELLIS, CHAIRMAN OF BOARD

MEMBER  
FEDERAL RESERVE SYSTEM

ADOLPH DUMSER, PRESIDENT  
E. G. SIMMONS, VICE PRESIDENT  
A. C. WUERPEL, VICE PRESIDENT  
A. G. RICKS, VICE PRESIDENT

SUCCESSOR TO  
METROPOLITAN BANK

EMMET JONES, CASHIER  
A. LABARTHE, ASST. CASHIER  
H. KAHLE, ASST. CASHIER  
FRANK ULLRICH, MANAGER FOREIGN DEPARTMENT

**NEW ORLEANS, LA.**

August 31st, 1920.

Mr. Theo. Baars, President  
Chical Lumber Co.,  
Pensacola, Fla.

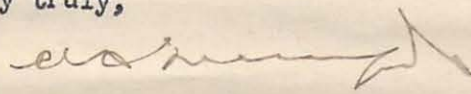
Dear Sir:

We have your esteemed favor of August 28th enclosing check for \$20,004.00, which we applied to the payment of your note maturing today, which note we enclose duly cancelled, and \$4.00 towards Revenue stamps on the renewal note.

We discounted the new note which you sent us maturing November 29th, and your account has credit for the amount, less discount \$404.45, net to your credit \$19,595.55.

Always glad to serve you, we remain,

Yours very truly,



Vice-President.

ACW:O

*2. P.  
N. P.  
Mar 9/22.*

*J  
P*

*22*



# CHICAL LUMBER COMPANY

MANUFACTURERS OF

## ALL GRADES ROUGH AND DRESSED LUMBER

BLOUNTSTOWN, FLORIDA  
Pensacola,

May 7, 1920.

*P. J.*

Messrs. Pan-American Bank & Trust Co.,  
New Orleans, La.

Dear Sirs:

Referring to the collateral  
note of the Chical Lumber Co. for \$35,000.00,  
due May 17th, I would like to pay \$5,000.00  
on this paper and have the balance extended  
for ninety days. Kindly let me know if this  
is agreeable to you.

Yours very truly,

*Theo. Baars.*

TB/F

*E. R.  
N. P.  
Nov 9/22.*

*aug 16. 30,000 -  
92 d 7<sup>th</sup> 53665  
2946335*

PAN AMERICAN BANK & TRUST CO.  
MAY 10 1920  
NEW ORLEANS.

*Stamps 600*

*18*



**CHICAL LUMBER COMPANY**  
MANUFACTURERS OF  
**ALL GRADES ROUGH AND DRESSED LUMBER**

**BLOUNTSTOWN, FLORIDA**  
Pensacola,

May 28, 1920.

Messrs. Pan-American Bank & Trust Co.,  
New Orleans, La.

Dear Sirs:

We are in receipt of your letter of May 21st  
and note contents.

For the six months ending May 15th, our average  
daily balance with you was \$12,300.00, or thirty-five per  
cent of the amount of our loan. I do not think you will  
have any reason to complain of the average daily balance  
during the period of our present loan. Just at present,  
however, on account of the railroad situation and a general  
reduction in our indebtedness, we are a bit cramped in our  
finances. Luckily, we have just closed some export orders  
which will take care of most of our production for the next  
sixty days. The mill is making good money and our prospects  
are very bright.

We are enclosing a statement of our affairs as of  
May 1st. On the strength of this statement, we are going to  
ask you to discount our ninety days note for \$20,000.00, with  
the writer's personal endorsement.

Yours very truly,

CHICAL LUMBER CO.

BY

*Theo. Baars*  
President.

THE LOANING BANK & TRUST CO.  
MAY 31 1920  
NEW ORLEANS.

TB/F  
ENC.

24

23

*S.R.P.  
N.P.  
MAY 9/20*

*Handwritten scribbles and initials*



# CHICAL LUMBER COMPANY

MANUFACTURERS OF

ALL GRADES ROUGH AND DRESSED LUMBER

~~BLOUNTSTOWN~~, FLORIDA  
Pensacola,

June 2nd, 1920.

*P.L.*  
*P.L.*

Messrs. Pan-American Bank & Trust Co.,  
New Orleans, La.

Dear Sirs:

We are in receipt of your favor of  
May 31st, for which we thank you.

We are enclosing note signed and endorsed  
as directed and also check for \$4.00 to cover  
revenue stamps.

We note what you say about balances and  
will not fail to bear it in mind.

Yours very truly,

CHICAL LUMBER CO.,

By *Wm. Larkin*  
President.

TB/F  
Enc.

*S.R.*  
*H.P.*  
*11/29/20*

THE LARKIN BANK & TRUST CO.  
JUN 4 1920  
NEW ORLEANS.

*25*

*25*



# CHICAL LUMBER COMPANY

MANUFACTURERS OF

## ALL GRADES ROUGH AND DRESSED LUMBER

**BLOUNTSTOWN, FLORIDA**  
Pensacola,

August 7th, 1920.

*P. M.  
H. P. M.*

Mr. A. C. Wuerpel, Vice-Pres.,  
Pan-American Bank & Trust Co.,  
New Orleans, La.

PAN-AMERICAN BANK & TRUST CO.  
AUG 9 1920  
NEW ORLEANS.

Dear Sir:

We are in receipt of your favor of August 3rd. We thank you for the interest in our affairs which prompted you to write us as you did.

We regret very much that our balances have fallen below the usual average. The only explanation we can offer is the unprecedented car shortage, which has caused our stocks to pile up beyond all our calculations. This condition, we presume, will rapidly fade away after the first of September. It is an open secret that the roads are withholding their cars until after the expiration of the Government guarantee and until the new rates go into effect.

Notwithstanding the fact that we have more lumber on hand than we ever expected to have, we will continue to run, as we are operating at a very good profit

*E. R.  
N. P.  
11 w 9/22*

27



**CHICAL LUMBER COMPANY**  
MANUFACTURERS OF  
**ALL GRADES ROUGH AND DRESSED LUMBER**

**BLOUNTSTOWN, FLORIDA**  
Pensacola,

Page.....2.

and we have no doubt that our stocks will soon begin to dwindle. Meanwhile, we would like you to make a further discount for us of \$20,000.00 and renew our present loans. We would make a notation in our check book, setting aside fifteen per cent of the total amount of our loans, beyond which limit we would not draw; and we would expect to have much more comfortable balances as soon as our stocks begin to be reduced. Our average daily balances from May 15th to date were over twenty per cent of our loans and, for the six months prior to May 15th, over thirty-five per cent of our loans. So, you see, we have not done so badly. However, we will understand in future that you wish a minimum balance of fifteen per cent.

*E R  
N. P  
11/29/22*

Yours very truly,

CHICAL LUMBER CO.,

BY

*Theo. Baars*  
President.

**First American Bank & Trust Co.**  
AUG 9 1920  
NEW ORLEANS.

TB/F

27



*P. M.*  
*H. P. M.*

Aug. 9th. 1920

~~Mr. Theo. Barrs, Pres.,~~  
~~Chical Lumber Co.,~~  
Pensacola, Fla.

Dear Sir:-

We are in receipt of your esteemed favor of Aug. 7th. in reply to ours of 3rd. and we note what you say.

We regret that we cannot grant your request for an additional loan as we simply haven't the funds to meet all the requirements of our customers, but sincerely hope that you will shortly be in a position to build up your balances with us.

Yours very truly,

Vice-President.

ACW-v

*Z. R.*  
*J. K. P.*  
*W. W. 9/22*

28



**CHICAL LUMBER COMPANY**  
MANUFACTURERS OF  
**ALL GRADES ROUGH AND DRESSED LUMBER**

~~BLOUNTSTOWN~~, FLORIDA  
Pensacola,

August 11, 1920.

Messrs. Pan-American Bank & Trust Co.,  
New Orleans, La.

Dear Sirs:

We are in receipt of your favor of  
August 9th.

We regret that you are unable to extend us a further loan at present. Your letter did not say but we inferred from its contents that an extension of the present loans would be agreeable to you. If this is so, please send us a ninety days' renewal of the paper falling due on the 13th.

We note what you say in regard to our balances. We hope soon to begin building them up.

Yours very truly,

CHICAL LUMBER CO.,

BY

*W. Baars*  
President.

TB/F

Pan American Bank & Trust Co.  
AUG 13 1920  
NEW ORLEANS.

29

P.O.  
P.O.

*[Handwritten mark]*

*Z.R.  
W.P.  
11/21/22*



# CHICAL LUMBER COMPANY

MANUFACTURERS OF

ALL GRADES OF ROUGH AND DRESSED LUMBER

**BLOUNTSTOWN, FLA.**

Pensacola,

August 16, 1920.

*Handwritten initials and scribbles*

Messrs. Pan-American Bank & Trust Co.,  
New Orleans, La.

Dear Sirs:

We are in receipt of your  
favor of August 13th.

We are enclosing herein  
executed note and check for \$30,006.00,  
in accordance with your letter.

Yours very truly,

CHICAL LUMBER CO.

By

*Handwritten signature of W. J. James*

President.

TB/F  
Enc.

*Handwritten notes:*  
Nov 11 - 30000 -  
60665

*Handwritten number:*  
2939335

FOR AMERICAN BANK & TRUST CO.  
AUG 17 1920  
NEW ORLEANS.

*Handwritten circled number:*  
31



# CHICAL LUMBER COMPANY

MANUFACTURES OF

ALL GRADES OF ROUGH AND DRESSED LUMBER

~~BLOUNTSTOWN~~ BLOUNTSTOWN, FLA.

Pensacola,

August 26th, 1920.

*Handwritten initials: A, P, R, R*

Messrs. Pan-American Bank & Trust Co.,  
New Orleans, La.

*Handwritten signature*

Dear Sirs:

We would like to renew for ninety days our loan falling due August 31st. If this is agreeable to you, kindly send us renewal note for signature.

After Sept. 1st there will undoubtedly be a great improvement in the car movement. We will then soon build up our balances.

Yours very truly,

CHICAL LUMBER CO.,

By *W. J. Lark*  
President.

*2 R. P.  
11/9/20*

*aug 31 - 20  
Nov 11 - 30*

TB/F

Pan American Bank & Trust Co.  
AUG 27 1920  
NEW ORLEANS.

*33*  
30



**CHICAL LUMBER COMPANY**  
MANUFACTURERS OF  
**ALL GRADES ROUGH AND DRESSED LUMBER**

~~BLOUNTSTOWN, FLORIDA~~  
Pensacola,

August 28, 1920.

*P.S.*  
*P.A.S.*

Messrs. Pan-American Bank & Trust Co.,  
New Orleans, La.

Dear Sirs:

We are in receipt of your favor  
of August 27th. We enclose herein as re-  
quested check for \$20,004.00 and signed re-  
newal note.

Thanking you for the accommodation,  
we remain,

Yours very truly,

CHICAL LUMBER CO.,

By *E. O. Baars*  
President.

TB/F  
Enc.

*due Nov-29-20000-40445*

Pan American Bank & Trust Co.  
AUG 30 1920  
NEW ORLEANS.

*1959555*

35



# PAN-AMERICAN BANK & TRUST COMPANY

NEW ORLEANS, U.S.A.

CAPITAL AND SURPLUS \$ 1,300,000.00

CABLE ADDRESS  
"PANBANK"

CRAWFORD H. ELLIS, CHAIRMAN OF BOARD

MEMBER  
FEDERAL RESERVE SYSTEM

ADOLPH DUMSER, PRESIDENT  
E. G. SIMMONS, VICE PRESIDENT  
A. C. WUERPEL, VICE PRESIDENT  
A. G. RICKS, VICE PRESIDENT

SUCCESSOR TO

METROPOLITAN BANK

EMMET JONES, CASHIER  
A. LABARTHE, ASST. CASHIER  
H. KAHLE, ASST. CASHIER  
FRANK ULLRICH, MANAGER FOREIGN DEPARTMENT

NEW ORLEANS, LA.

August 18th, 1920.

Mr. Theo. Baars, President  
Chical Lumber Co.,  
Pensacola, Fla.

Dear Sir:

We are in receipt of your esteemed favor of the 16th inst. enclosing new note for \$30,000.00, which we discount maturing November 11th, and your account has credit for the amount, less discount \$606.65, net to your credit \$29,393.35.

We applied your check to the payment of your note which matured on the 15th inst. for \$30,000.00, which note we are enclosing herein duly cancelled, and \$6.00 for Revenue Stamps.

Always glad to serve you, we are,

Yours very truly,



Vice-President.

ACW:O

*SR  
K.P.  
N/A 9/10/20*



PHILLIP E. VALLEE, and others, )  
Complainant. )  
-vs- )  
THEO BAARS, )  
Respondent. )

CIRCUIT COURT OF BALDWIN  
COUNTY.  
IN EQUITY.

Now comes the respondent, Theo Baars, and, answering the bill of complaint in the above entitled cause, as last amended, says:

1. Answering the first paragraph of the complaint as amended, the respondent says: That he does not know whether the Pan American Bank and Trust Company was formerly a corporation organized under the laws of the State of Louisiana having its principal place of business in the City of New Orleans, and therefore denies these allegations of the first paragraph of the complaint as amended and demands strict proof thereof.

Further answering said paragraph the respondent admits that he is over the age of twenty-one years and resides in the City of Pensacola, State of Florida.

2. Answering the second paragraph of the complaint as amended, the respondent says: That on or about the 20th day of November, 1919, the Pan American Bank and Trust Company of New Orleans, Louisiana, did lend to the Chical Lumber Company the sum of \$35,000.00, which loan was evidenced by a note endorsed by the respondent Theo Baars and payable to the order of the Pan American Bank and Trust Company of New Orleans, Louisiana, said note being payable six months after its date. Respondent admits that prior to the lending of said sum of \$35,000.00 by the said Pan American Bank and Trust Company to the said Chical Lumber Company, the respondent delivered a certain mortgage bearing date



5. Answering the fifth paragraph of the complaint as amended, the respondent says: That he admits that in and by the mortgage above referred to and as a part thereof this respondent did promise and agree to pay all costs and expenses including attorneys fees and commissions incurred in collecting the mortgage debt secured by said mortgage and agreed that the same should be a part of the mortgage debt and a lien upon the property mortgaged and admits that he did further promise and agree that if a foreclosure of said mortgage be had or a suit to foreclose the same be properly begun, to pay all the costs and expenses of said suit, including a reasonable attorneys fee, which costs and fees should be included in the lien of said mortgage and in the same decree upon foreclosure. But this respondent denies that the Pan American Bank and Trust Company, or the complainants, have employed attorneys to collect the debt secured by said mortgage, but does admit that they have employed attorneys to prosecute this suit, but denies that the complainants are entitled to their reasonable solicitors fees incurred in the prosecution of this suit and in attempting to collect the debt secured by said mortgage and denies that the debt which the complainants are seeking to collect is a debt secured by said mortgage.

6. Answering the sixth paragraph of the bill of complaint as amended this respondent says that he admits that in and by the terms of said mortgage this respondent covenanted to keep perfect and unimpaired the security given by the said mortgage and agreed to pay all taxes, assessments and charges which may or might become liens superior to that created by said mortgage, (and agreed that in the event that such taxes, assessments and charges be not paid, the mortgagee, namely, - the Pan American Bank and Trust Company, or its successors in interest, might pay the same and that the lien created by the said mortgage should extend to all such sums expended with interest at the rate of eight per cent



about the first day of January, 1921, the Chical Lumber Company, at the request of the Pan American Bank and Trust Company executed a new note for \$35,000.00 containing materially different terms and conditions from the note signed by the Chical Lumber Company and endorsed by the respondent on the 15th day of November, 1919; that said new note for \$35,000.00 was endorsed by the respondent and was given and received in substitution for and in discharge of the note first signed by the Chical Lumber Company and endorsed by the respondent on the 15th day of November, 1919, and this respondent avers that by the giving and receiving of said new note in January, 1920, the original note secured by the mortgage above referred to was discharged and the respondent further avers that when the new note for \$35,000.00 fell due on May 15th, 1920, said new note was paid by the Chical Lumber Company and was not, at the request of the respondent, Theo Baars, extended for a period of ninety days from said date.

Respondent further answering said paragraph says: That on or about the 15th day of May the Chical Lumber Company did execute and deliver to the Pan American Bank and Trust Company a note for \$30,000.00, payable ninety days after date and endorsed by the respondent, but this respondent denies that said note, at the expiration of said ninety days and on, to-wit, the 13th day of August, 1920, or at any other time, was extended at the request of said Theo Baars for an additional period of ninety days or for any other time, but the respondent alleges the facts to be that the said new note for \$30,000.00 was paid by the Chical Lumber Company on or about the 13th day of August, 1920, and the new note for \$30,000.00 endorsed by this respondent was then given the Pan American Bank and Trust Company to evidence a new loan then made to the said Chical Lumber Company. Respondent admits that no extension has been made on said last new note for \$30,000.00 and that the same is past due and remains unpaid.



the 15th day of November, 1919, to secure the loan evidenced by the note of the Chical Lumber Company of the same date endorsed by said respondent and sent to the Pan American Bank and Trust Company by mail on or about the 15th day of November, 1919, and prior to the making of said loan to the said Chical Lumber Company. Respondent admits that the property described in the mortgage, a copy of which is attached to the original bill of complaint marked "Exhibit A", is situate in the County of Baldwin, State of Alabama, and is described as set out in the second paragraph of the bill of complaint as amended.

Respondent further admits that "Exhibit A" is a true copy of the mortgage so executed on the 15th day of November, 1919 and forwarded to the Pan American Bank and Trust Company together with the note above referred to. Respondent does not know whether said mortgage was filed for record in the office of the Probate Judge of Baldwin County on December 1st, 1919, and recorded in Record Book 22 of Mortgage, page 593 and 594, of the Probate Records of Baldwin County, Alabama.

3. Answering the third paragraph of the bill of complaint as amended the respondent says: That he did endorse the note above referred to, which was signed and dated November 15th, 1919, and forwarded to the Pan American Bank and Trust Company, as aforesaid, prior to the time said note was delivered to the said Pan American Bank and Trust Company.

4. Answering the fourth paragraph of the bill of complaint as amended the respondent says: That it is not true that on the date of the maturity of the note referred to and described in the bill of complaint as amended a payment of \$5000.00 was made thereon and the balance of \$30,000.00, at the request of the respondent, extended for a period of ninety days from said date, and the respondent avers ~~that~~, on the other hand, that on or



per annum from the date of said payments. Respondent admits that he did not pay State and County taxes due the State of Alabama and the County of Baldwin upon the lands described in said mortgage for the year 1920, and that the same were delinquent at the time of the filing of the bill; that the property described in the mortgage was advertised for sale for the non-payment of said taxes for the year 1920, said sales being advertised to take place on Wednesday, June 1st, 1921. Respondent admits, however, that the complainants, in order to preserve the lien created by the mortgage, were required to pay said taxes and denies that they had any lien at the said time under said mortgage. This respondent does not know whether the complainants did, in fact, on, to-wit, the 28th day of May, 1921, pay to G. W. Humphries, the Tax Collector of Baldwin County, Alabama, the sum of \$443.97, or any other sums, and if this be material demands strict proof of such payment and respondent denies that complainants have any additional lien upon the property described in said mortgage for any such payment, with interest, and denies that the complainants have any lien whatever upon the property described in said mortgage.

7. Answering the seventh paragraph of the bill of complaint as amended, this respondent says: That he admits that on or about May 31st, 1920, the Pan American Bank and Trust Company, at the request of this respondent, made a further loan to Chical Lumber Company in the sum of \$20,000.00, which loan was evidenced by a note of the Chical Lumber Company for that amount endorsed by this respondent and made payable on August 31st, 1920, to the order of the Pan American Bank and Trust Company. This respondent, however, says that he has no knowledge or information as to whether this note was in fact endorsed by the Pan American Bank and Trust Company, and if this allegation be material demands strict proof thereof; and this respondent denies that in addition to the individual endorsement of this respondent that this note was further secured by the mortgage of Theo Baars



hereinafter particularly described and referred to and a copy of which is attached to the original bill of complaint and made a part thereof, and respondent denies that said note dated May 31st, 1920 contained the following on the back of the same:

"In consideration of the making at the request of the undersigned of the loan evidenced by the within note the undersigned has taken notice of the conditions and promises on the reverse hereof and binds himself in solido by each and all of them as there stated.

Mortgage Note.

Chical Lumber Company,  
By Theo Baars, President,  
Theo Baars."

This respondent denies that at the maturity of said note of August 31st, 1920, an extension was granted at the request of the respondent Theo Baars, and that said note was renewed for a period of ninety days and alleges the fact to be that said note was paid by the Chical Lumber Company at the maturity thereof, and denies that said note still remains unpaid and that the amount of said note, to-wit, \$20,000.00 and interest, from November 29th, 1920, at the rate of eight per cent per annum is unpaid.

8. Answering the eighth paragraph of the bill of complaint as last amended, this respondent says that it has no information or knowledge as to the matters and facts alleged in the eighth paragraph of the bill of complaint as amended and it therefore denies each and all of said allegations and demands strict proof thereof.

Further answering the complaint in the above entitled cause as amended, the respondent incorporates in its answer the following separate and several pleas viz:

1. The respondent pleads and says: that the Chical Lumber <sup>Company</sup> / paid the debt secured by the mortgage referred to and described



in the bill of complaint as last amended before said bill of complaint was filed.

2. For further plea in this behalf the respondent says that the Chical Lumber Company, after the execution of the note and mortgage on November 15th, 1919, and after the making of the loan evidenced by said note <sup>and</sup> secured by said mortgage, did, on, to-wit, the 13th day of January, 1920, at the request of the Pan-American Bank and Trust Company execute a new note endorsed by respondent containing provisions which differed materially from the provisions of said note of November 15, 1919, and did on, to-wit, the 14th day of January 1920, return and surrender said note of November 15th, 1919, to the Chical Lumber Company, and the respondent avers that the giving of said new note by the Chical Lumber Company and the receiving of said new note by the Pan-American Bank and Trust Company and the surrender and return of the note executed November 15th, 1919 by the said Chical Lumber Company and indorsed by respondent, which said note of November 15th, 1919 was secured by the mortgage, foreclosure of which is sought in the bill of complaint as amended, operated to discharge said original note and the indebtedness evidenced thereby.

For further plea to so much of the bill of complaint as last amended as seeks to foreclose the mortgage therein referred to and described for failure to pay the \$20,000.00 note executed by the Chical Lumber Company and indorsed by this respondent, this respondent pleads and says:-

A. That the debt evidenced by the said \$20,000.00 note was, prior to the filing of the bill of complaint in this cause, paid by the Chical Lumber Company.

B. That the said \$20,000.00 note was given to evidence a new loan made by the Pan-American Bank and Trust Company to the Chical Lumber Company on or about the 31st, day of May 1920 and the respondent avers that there was no agreement either verbal or written that said note should be secured by the mortgage referred to and described in the bill of complaint as last amended.



C. That the said \$20,000.00 note was given to evidence a new loan made by the Pan American Bank and Trust Company to the Chical Lumber Company on or about the 31st, day of May 1920, and the respondent avers that there was no agreement in writing that the said note or the indebtedness evidenced by it should be secured by mortgage on the land described in the complaint as last amended nor was there any note or memorandum of any such agreement expressing the consideration and subscribed by the respondent or any other person by him thereunto lawfully authorized in writing.

D. That the said \$20,000.00 note was given to evidence a new loan made by the Pan-American Bank and Trust Company to the Chical Lumber Company on or about the 31st, day of May 1920, and the respondent says that no conveyance or mortgage which was written or printed or partly printed, and partly written on parchment or paper and which was signed at the foot thereof by this respondent or any agent having written authority was executed by this respondent as security for said loan.

Phillip D Beall

Harold J. Smith Roper  
Solicitors for Respondent.



*Phillip E. Valle et al.*

~~RAN AMERICAN BANK & TRUST  
COMPANY,~~

Complainant

-vs-

THEODORE BAARS,

Respondent.

) CIRCUIT COURT OF

) BALDWIN COUNTY,

) ALABAMA.

) In Equity.

Now comes the respondent in the above entitled cause, and files the following objections to the testimony of Ernest Jones, A. C. Wuerpel and Eugene McGivney, witnesses for the complainant in the above entitled cause, and the following motions to exclude portions of the testimony of said witnesses:-

1.

The respondent objects to the following question propounded to the witness Ernest Jones on direct examination, viz:

"Q. What did you send out?"

and for grounds of objection, assigns separately and severally, the following:-

1. Because the same calls for incompetent testimony.
2. Because the same calls for irrelevant testimony.
3. Because the same calls for immaterial testimony.
4. Because the same calls for evidence that is not the best evidence.

*overruled*

2.

The respondent moves to exclude the answer to the question above quoted, viz:

"A. I sent out notices notifying them of the stockholders meeting, which would be held."



and for grounds of said motion, assigns separately and severally, the following:

1. Because the same constitutes incompetent testimony.

2. Because said testimony is not the best evidence, the notices themselves being the best evidence.

*Motion refused*

3.

The respondent objects to the following question propounded to the witness, Ernest Jones, on direct examination, viz:-

"Q. Pursuant to those notices, was there a meeting of the stockholders of the Pan American Bank & Trust Company?"

and for grounds of objection to said question, the respondent assigns separately and severally the following:

1. Because the same calls for the mere opinion or conclusion of the witness.

2. Because the same calls for irrelevant, incompetent and immaterial testimony.

*overruled*

4.

The respondent moves to exclude the answer to said question, viz:

"A. Yes, sir."

and for grounds of said motion, assigns separately and severally, the following:-

1. Because the same constitutes the mere opinion or conclusion of the witness.

2. Because the same is irrelevant testimony.

3. Because the same is incompetent testimony.

4. Because the same is immaterial testimony.

*Motion refused*

5.

The respondent objects to the following question pro-



propounded to the witness, Ernest Jones, on direct examination, viz:-

"Q. Was there a meeting of the stockholders of the Pan American Bank & Trust Company held after this notice was given?"

and for grounds of objection to said question, the respondent assigns separately and severally, the following:

1. Because the same calls for the mere opinion or conclusion of the witness.

2. Because the same calls for irrelevant, incompetent and immaterial testimony. *overruled*

6.

The respondent moves to exclude the answer to said question, viz:-

"A. Yes, sir."

and for grounds of said motion, assigns separately and severally, the following:-

1. Because the same constitutes the mere opinion or conclusion of the witness.

2. Because the same is irrelevant testimony.

3. Because the same is incompetent testimony.

4. Because the same is immaterial testimony. *Motion refused*

7.

The respondent objects to the following question propounded to the witness, Ernest Jones, on direct examination, viz:-

"Q. Are these minutes a true report of what happened at this meeting?"

and for grounds of objection to said question, the respondent assigns separately and severally, the following:

1. Because the same calls for the mere opinion or conclusion of the witness.

2. Because the same calls for irrelevant, in-



competent and immaterial testimony.

3. Because the minutes themselves are the best evidence. *overruled*

8.

The respondent moves to exclude the answer to said question, viz:-

"A. Yes, sir."

and for grounds of said motion, assigns separately and severally, the following:-

1. Because the same constitutes the mere opinion or conclusion of the witness.
2. Because the same is irrelevant testimony.
3. Because the same is incompetent testimony.
4. Because the same is immaterial testimony.

9. *Motion refused*

The respondent objects to the following question propounded to the witness, Ernest Jones, on direct examination, viz:-

"Q. Is that not a true and correct statement of what took place?"

and for grounds of objection to said question, the respondent assigns separately and severally, the following:

1. Because the same calls for the mere opinion or conclusion of the witness.
2. Because the same calls for irrelevant, incompetent and immaterial testimony. *overruled*

10.

The respondent moves to exclude the answer to said question, viz:-

"A. Yes, sir."

and for grounds of said motion, assigns separately and severally, the following:-

1. Because the same constitutes the mere opinion or conclusion of the witness.
2. Because the same is irrelevant testimony.



3. Because the same is incompetent testimony.

4. Because the same is immaterial testimony.

*Motion refused*

11.

The respondent moves to exclude separately and severally the following portions of the testimony of the witness Ernest Jones, said motion being directed separately and severally to each question and answer quoted below, viz:

"Q. This is a copy of the notice mailed out to the stockholders?"

"A. Yes, sir."

"Q. This is a copy of the notice that you mailed to them?"

"A. Yes, sir."

"Q. To whom did you mail the notices?"

"A. To all of the stockholders."

"Q. Of the Pan American Bank & Trust Company?"

"A. Yes, sir."

"Q. Mailed on that day?"

"A. Yes sir."

and for grounds of motion to exclude said portions of the testimony, assigns separately and severally, the following:-

1. Because it appears from the testimony of this witness that he did not mail notices to the stockholders.

2. Because it appears from the further testimony of this witness that said testimony is hear-say testimony.

3. Because the same is incompetent testimony.

4. Because the same is irrelevant testimony.

5. Because the same is immaterial testimony.

6. Because the same is not the best evidence.

7. Because it appears from the later testimony of this witness that he does not know who all of the stockholders of the Pan American Bank & Trust Company were.



8. Because it appears from the later testimony of this witness that he did not know the correct addresses of the stockholders of the Pan American Bank & Trust Company.

9. Because it appears from the later testimony of this witness that he did not know that said notices were properly addressed to the stockholders of the Pan American Bank & Trust Company, nor that they were properly stamped, nor that they were mailed.

*Motion refused*

12.

Respondent moves to exclude separately and severally the following portions of the testimony of the witness Ernest Jones, said motion being directed separately and severally to each of the following questions and answers, viz:-

"Q. To whom were they addressed?"

"A. To the stockholders of the Pan American Bank & Trust Company."

"Q. Did you mail them to the last designated address of the stockholders?"

"A. To the last designated address we had of the residence of the stockholders."

and for grounds of said motion, the respondent assigns separately and severally each of the grounds last assigned, and the following additional grounds:-

10. Because it appears from the later testimony of this witness that he did not know who the stockholders of the Pan American Bank & Trust Company were.

11. Because it appears from the later testimony of this witness that he did not know the names of all of the stockholders of the Pan American Bank & Trust Company, but obtained his information in this regard from a list made up by a stenographer.



12. Because it appears from the later testimony of this witness that he did not know the last designated address of the stockholders.

13. Because it appears from the later testimony of this witness that the addresses of the stockholders were obtained from a list made up by a stenographer, so that the witnesses testimony in this regard is based on hear-say. *motion refused*

13.

The respondent objects separately and severally to each of the following questions propounded to the witness Ernest Jones, and moves separately and severally to exclude the answers to each of said questions, said questions and answers being as follows:-

"Q. The stockholders enumerated here and listed here, were they present at the meeting of the stockholders?"

"A. They were either present or voted by proxy. The minutes give the names of those appearing in person and those whose stock was voted by proxy."

"Q. They were either present in person or voted by proxy?"

"A. Yes, sir."

"Q. And the number of shares set out opposite each name is the number of shares held by each?"

"A. Yes, sir."

"Q. What percentage of the total stock of the corporation was represented at that meeting?"

"A. If my memory serves me right, more than two-thirds."

"Q. Is that right?"

"A. Yes, sir, more than two-thirds."

"Q. Do you remember a resolution being made as shown on page 6 and page 7?"



"A. Yes, sir."

"Q. Was that resolution offered?"

"A. Yes, sir."

"Q. Was it voted on, Mr. Jones?"

"A. Yes, sir."

"Q. Will you please look at the names on Pages 6, 7, 8, 9 and 10 and the number of shares set out opposite those names and state whether or not those parties, either in person or by proxy, voted the number of shares set out opposite their names on this resolution?"

"A. They did."

"Q. How did they vote, Mr. Jones, -- in favor or against the resolution?"

"A. Unanimously in favor of it. There was no objection to the resolution."

"Q. Mr. Jones, will you please state whether or not the following resolution was adopted at that meeting of the stockholders?"

'Resolved that H. A. Testard, Joseph V. Ferguson and Philip E. Vallee, be, and they are hereby elected and appointed liquidating commissioners of this corporation, to have all the right, power and authority provided by the resolutions heretofore adopted at this meeting; said liquidators to remain in office until the affairs of the corporation shall have been fully liquidated, and each of them to receive the sum of One Thousand (\$1,000.00) Dollars as full compensation for their services.'

"Q. Was that resolution adopted?"

"Ans. Yes, sir."

"Q. Will you please look at the original of the minutes, Mr. Jones, and state whether or not that is your signature as Cashier and Secretary of the Pan American Bank & Trust Company."

"A. Yes, sir, that is my signature."



"Q. Look at the signature of Crawford H. Ellis. Are you familiar with his signature?"  
and for grounds of objections separately and severally to each of said question, and for grounds of the motion to exclude the answers, separately and severally to each of said questions, the respondent assigns separately and severally, the following:-

1. Because the same calls for irrelevant testimony.
2. Because the same constitutes irrelevant testimony.
3. Because the same calls for incompetent testimony.
4. Because the same constitutes incompetent testimony.
5. Because the same calls for immaterial testimony.
6. Because the same constitutes immaterial testimony.
7. Because the same calls for mere hear-say testimony.
8. Because the same constitutes mere hear-say testimony.
9. Because the same calls for the mere opinion or conclusion of the witness.
10. Because the same constitutes the mere opinion or conclusion of the witness.
11. Because the same calls for evidence that is not the best evidence.
12. Because the same constitutes evidence that is not the best evidence.

*overruled*



The respondent objects separately and severally to each of the following questions propounded to the witness A. C. Wuerpel, and moves separately and severally to exclude the answers to each of said questions, said questions and answers being in words and figures, as follows:-

"Q. This letter of May 10, 1920, which we have introduced in evidence, and which was addressed to Theo Baars, President Chicall Lumber Company was signed by you as Vice-President of the Pan American Bank & Trust Company. I wish that you would state if that letter was in answer to this letter of May 7th signed by Mr. Theo Baars."

"A. The stenographer's note shows that it is in answer to this one signed by me."

"Q. State whether or not you answered that letter of June 2nd from the Chicall Lumber Company and signed by Theo Baars by a letter dated June 4, 1920, a copy of which was introduced in evidence and marked "Plaintiff F"?"

"A. Yes, sir, that is my answer to the letter of June 2nd."

"Q. I wish you would look at this letter of August 11, 1920 addressed to the Pan American Bank & Trust Company and signed Chicall Lumber Company, by Theo Baars, and state if that was received in answer to your letter of August 9th addressed to Theo Baars."

"A. Yes, sir, that was received by me in reply to my letter of August 9th."

"Q. I wish you would look at this letter addressed to the Pan American Bank & Trust Company by the Chicall Lumber Company, and state if you received that letter in reply to your letter of August 13."

"A. Yes, sir, the letter of August 16th is in reply to our letter of August 13th."



"Q. Will you look at this letter of August 26, 1920 to the Pan American Bank & Trust Company from the Chical Lumber Company and state if that was received by you?"

"A. Yes, sir, it was duly received by me from Theo Baars, President of the Chical Lumber Company."

"Q. Was this money that was loaned him loaned by the Pan American Bank & Trust Company?"

"A. The money was loaned to him by the Pan American Bank & Trust Company."

"Q. The letters of which the defendant could not produce the originals signed by you and which you identified the carbon copies of by the initials made thereon by the stenographer, is the customary carbon copies of the original letters signed by you?"

"A. Yes, sir."

"Q. Was it customary to so identify the letters written by you?"

"A. Yes, sir, by putting my initials on them."

"Q. And that was done to all of your letters?"

"A. Yes, sir."

"Q. And the carbon copies that you have identified contain the usual initials put on them by the stenographer?"

"A. Yes, sir."

For grounds of objection to each question above set out, and for grounds of the motion to exclude the answers to each of said questions, separately and severally, the respondent assigns the following:

1. Because the same calls for incompetent testimony.
2. Because the same is incompetent testimony.
3. Because the same calls for irrelevant testimony.



4. Because the same is irrelevant testimony.
5. Because the same calls for immaterial testimony.
6. Because the same is immaterial testimony.
7. Because the same calls for hear-say testimony.
8. Because the same is hear-say testimony.
9. Because the same calls for the mere opinion or conclusion of the witness.
10. Because the same is the mere opinion or conclusion of the witness.
11. Because it does not sufficiently appear that the witness had any personal knowledge of the matters about which he was called on to testify.
12. Because it does not appear that the witness had sufficient personal knowledge to testify to the matters about which he did testify.
13. Because the alleged custom is not shown to be binding on this respondent *Overruled*

The respondent objects to each of the following questions propounded to the witness Eugene J. McGivney, separately and severally, and separately and severally moves to exclude the answers thereto, viz:

"Q. I wish you would state if there is a statute in the State of Louisiana with reference to who would be the proper party in the case of liquidators being appointed to liquidate a corporation to file suit."

"A. The Law of the State of Louisiana in existence at the time the charter of the Pan American Bank & Trust Company was incorporated on the <sup>of banking corporations</sup> question of liquidators, was Section <sup>279</sup> ~~282~~ of the Revised Statutes of the State of Louisiana, <sup>of 1870</sup> which provides as follows"

"Q. Will you please state whether or not the acts which you have referred to and which <sup>you referred to</sup> have ~~been introduced~~"



*and which have been introduced*

in evidence, are the only statutes in the State of Louisiana pertaining to the liquidation of <sup>banking</sup> a corporation?"

"A. They are."

"Q. I wish you would please state whether or not the Supreme Court of the State of Louisiana has rendered any decisions with reference to who are the proper parties to file suit in case of liquidators winding up the assets of a corporation."

"A. The Supreme Court of the State of Louisiana, in the case of the President and Directors of the Consolidated Association of Planters of Louisiana against George L. Lord, reported in the 35th La. Annual, Page 425, decided that question."

"Q. Under the law of the State of Louisiana, will you please state whether or not the title to the assets of any bank which may be in the process of liquidation vests in the liquidators?"

"A. In my opinion, the charter provides for the appointment of liquidators, and it is competent for the stockholders in the proceedings for liquidators to vest the title in the liquidators."

For grounds of objection, separately and severally to each question, and for grounds of the motion to exclude separately and severally the answers to each of the above questions, the respondent assigns separately and severally, the following:-

1. Because the same calls for incompetent testimony.
2. Because the same is incompetent testimony.
3. Because the same calls for irrelevant testimony.
4. Because the same is irrelevant testimony.
5. Because the same calls for immaterial testimony.



6. Because the same is immaterial testimony.

7. Because the same calls for the mere opinion or conclusion of the witness.

8. Because the same is the mere opinion or conclusion of the witness.

9. Because the same calls for evidence which is not the best evidence.

10. Because the same constitutes evidence which is not the best evidence.

11. Because said question does not call for the law of the State of Louisiana at the time that it is claimed that the complainants in this cause were appointed liquidators of the Pan American Bank & Trust Company.

12. Because said answer does not undertake to state the law of Louisiana at the time it is claimed that the complainants were appointed liquidators of the Pan American Bank & Trust Company.

*Overruled*



OBJECTIONS TO DOCUMENTARY EVIDENCE.

The respondent objects to the affidavit of Mr. Beyersdorfer attached to the depositions taken by complainant as Plaintiffs Exhibit "A", and objects separately the notice set out in said affidavit and for grounds of said objections assigns separately and severally the following:-

1. Because the same constitutes incompetent testimony.
2. Because the same constitutes immaterial testimony.
3. Because it does not appear that Emmet Jones, cashier had any authority to give such notice.
4. Because it does not appear that said notice was published by the authority of the directors of the Pan American Bank and Trust Company or by the authority of any officer thereof or that Emmet Jones, Cashier had any authority to publish said notice.
5. Because the same is not the best evidence of the publication of said notice. *overruled*

The Respondent objects to the minutes of the alleged stockholders meeting of the Pan American Bank and Trust Company purporting to be held on November 15, 1920 at 12 o'clock noon and for grounds of objection thereto assigns separately and severally the following:-

1. Because the same constitutes incompetent testimony.
2. Because the same constitutes irrelevant testimony.
3. Because the same constitutes immaterial testimony.
4. Because it does not appear that the notice of the meeting of stockholders was published by any person having authority to publish the same.
5. Because it does not appear that Emmet Jones, Cashier had any authority to publish the alleged notice of said stockholders meeting.
6. Because it does not appear by any competent evidence that notice of the alleged stockholders meeting was given in accordance with the charter or articles of incorporation of the Pan American Bank and Trust Company.
7. Because it does not appear by any competent evidence that notice of the proposed stockholders meeting was mailed to each stockholder of the Pan American Bank and Trust Company



to his last designated address or to General Delivery at New Orleans, if he has designated no address at least thirty days before said meeting.

8. Because it does not appear that the Pan-American Bank and Trust Company, a corporation, was dissolved either by limitation or from any other cause at the time the alleged notices were given or at the time the alleged stockholders meeting was held.

9. Because it appears that the alleged general meeting of the stockholders was to be held under a resolution of the Board of Directors of the Pan American Bank and Trust Company adopted at a meeting held on the 28th day of September 1920, but it nowhere appears from the evidence what the terms and conditions of said resolution were, or that it authorized a stockholders meeting for the purpose of liquidation or the appointment of liquidators.

10. Because it does not appear that the action purporting to have been taken at the alleged stockholders meeting was legal and valid.

11. Because it does not appear that Emmett Jones had any authority to cause notices of the meeting of stockholders which purports to have been held on November 15th, 1920, to be mailed to the stockholders.

12. Because the notice which it is claimed was mailed to stockholders was a notice by one Emmet Jones, who does not appear to have had any authority whatever to mail such notices.

13. Because it appears that the alleged stockholders meeting of November 15, 1920 was unauthorized and void.

14. Because said minutes are offered as a whole and portions thereof are irrelevant, incompetent and immaterial. The Respondent objects to that portion of the minutes purporting to be a resolution introduced by one Kohloneyes and to be seconded by one Schneeber, and purporting to authorize the liquidation and dissolution of the Pan American Bank and Trust Company, and for grounds of said objections assigns separately and severally each of the grounds above assigned to the entire minutes from 1 to 13 inclusive.

The Respondent objects to that portion of the minutes *overruled*



purporting to be a resolution offered by Mr. Rolph P. Levy and seconded by Mr. Fred W. Schreiber that H. A. Festard, Jas. V. Ferguson and Phillip E. Valler be elected and appointed liquidating commissioners, and for grounds of said objections assigns separately and severally each of the grounds above assigned numbered from 1 thru 13 inclusive and for further ground of objection thereto assigns the following, viz:-

14. Because it appears that the Pan American Bank and Trust Company had not previously been dissolved.

*Overruled*