

J.W. HYBART, SR., J.W. HYBART, JR.,
AND F.S. HYBART, DOING BUSINESS
AS APPLIANCE PARTS AND SUPPLY
COMPANY OF MOBILE, ALABAMA

PLAINTIFFS

VS.

GULF SHORES ICE COMPANY, A
CORPORATION, AND BURGE ICE
MACHINE COMPANY, A CORPORATION

DEFENDANTS

* IN THE CIRCUIT COURT OF
* BALDWIN COUNTY, ALABAMA,
*

* AT LAW

* # 3065
*

ANSWERS TO INTERROGATORIES PROPOUNDED BY PLAINTIFFS,
AS ANSWERED BY DEFENDANT, GULF SHORES ICE
COMPANY, A CORPORATION

Comes now the defendant, Gulf Shores Ice Company, in the
above styled cause and files its answers under oath, to the inter-
rogatories propounded by the plaintiffs on the 20th day of October,
1956; for answers to the questions as numbered the defendant says
as follows:

1. Gulf Shores Ice Company, Inc.
2. Corporation
3. Mailing address Box 22, Gulf Shores, Alabama; home
office : Gulf Shores, Alabama.
4. Alabama
5. Yes
6. (a) President: Lee Callaway, Gulf Shores, Alabama
Vice President: Clifford I. Shelkofsky, Box 22,
Gulf Shores, Alabama Secretary: S.F. Parker, Jr.,
Box 937, Foley, Alabama Treasurer: Howard E.
Pill, Box 447, Montgomery, Alabama
(b) N/A
7. C.I. Shelkofsky he is operating manager of the ice
plant located at Gulf Shores, Alabama; the company
has no ice plant at Foley, Alabama
8. Vice President and General Manager
9. Manufacture and sale of ice
10. (a) No
(b) Gulf Shores Ice Company, Inc.
11. Yes
12. N/A
13. Yes
14. Yes; he held himself out to be, and so negotiated
with me as agent and engineer-salesman for the Burge
Ice Machine Company

15. Yes, at all times
16. Yes; the defendant answering these interrogatories is attaching hereto a photostatic copy of the sales contract negotiated by Mr. Johnson as agent and engineer-salesman for the Burge Ice Machine Company and signed by the defendant and that company on the date indicated thereon; the defendant, Gulf Shores Ice Company, negotiating and acting through its agent and general manager, Cliff I Shelkofsky, neither the Gulf Shores Ice Company nor any of its agents or employees had engineering experience of the nature required to be familiar with the installation and operation of ice machines such as were purchased from Burge Ice Machine Company; therefore the Gulf Shores Ice Company through its agents and employees, specifically insisted upon the inclusion in the contract attached hereto the stipulation that the vendor, Burge Ice Machine Company would sell and install and be responsible for payment of all necessary pipe, valves, and fittings for refrigerant systems, necessary Freon 22 to completely charge the system initially, together with adequate oil for initial charge plus one complete recharge of oil; such stipulation was included in the contract, a copy of which is attached hereto; Mr. L.W. Johnson, holding himself out as having the apparent authority to obligate the Burge Ice Machine Company for payment of the items specified in the answer to this question, assured the defendant, Gulf Shores Ice Company, that the Burge Ice Machine Company would so furnish the items specified, and would be responsible for payment of same; with this understanding, the Gulf Shores Ice Company executed the contract attached hereto.
17. Yes
18. Yes; the detailed explanation to this answer, is set forth and included in the answer to 16 above.
19. No; the defendant, Gulf Shores Ice Company, admits its liability for the payment to the plaintiff for 13 pounds of Phoson, one 55 gallon drum of "No Drip", and 2 pounds of "Silo", all of an approximate value of \$138.47; the defendant, Gulf Shores Ice Company claims that the Burge Ice Machine Company is liable to the plaintiff for all other goods, merchandise and chattels which are the subject of this suit.
20. This question was answered by the answer to question 19.
21. No so far as is known by the defendant.
22. (a) Yes
- (b) In writing and oral.
- (c) A copy of the written stipulation as a part of the purchase contract is attached hereto; the oral stipulations were set forth in the answer to question 16 above.
23. (a) The defendant, Gulf Shores Ice Company offset

the amount of \$1,986.00 paid by check of September 14, 1954 for invoice # 18150 of Appliance Parts Co. against the amount of its indebtedness to Burge Ice Machine Co. under the said contract.
(b) Details given in answer to 23(a) above

24. (a) Clifford I. Shelkofsky
(b) Vice President and General Manager
(c) Foley, Alabama
(d) Yes

25. (a) On February 12, 1957 the attorney for the defendant, Gulf Shores Ice Company, with the authorization of the defendant communicated with the attorney for Burge Ice Machine Company by letter, stating that the defendant, Gulf Shores Ice Company would be responsible for the items detailed in the answer to question 19 above, in the amount of \$138.47.
(b) To my knowledge, not to me personally or in my position as Vice President and General Manager of the Gulf Shores Ice Company.

GULF SHORES ICE COMPANY

BY: C. I. Shelkofsky
Vice President

Sworn to and subscribed before me this 26th day of February, 1957.

FILED

FEB 28 1957

ALICE L. BOGAL, Clerk

James A. [Signature]
Notary Public
Baldwin County, Alabama

NICHOLAS S. HARE
ATTORNEY AT LAW
MONROEVILLE, ALABAMA

NICHOLAS S. HARE
JOHN D. BONHAM

October 20, 1956

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

Re: J. W. Hybart, Sr., et.als.
vs. Gulf Shores Ice Co. and
Burge Ice Machine Co.

Dear Mrs. Duck:

Enclosed herewith you will find Summons and Complaint and Interrogatories to be filed in the Circuit Court of Baldwin County, Alabama, at Law.

Please deliver one copy of the Summons and Complaint and Interrogatories to the defendant Gulf Shores Ice Company, to the Sheriff of Baldwin County for service on the Gulf Shores Ice Company. Service can be obtained on this corporation by serving one of its agents at its ice plant on the inter-coastal waterway near Foley, Alabama. We would suggest that the Sheriff serve C. I. Shelkofsky, Vice President of the Gulf Shores Ice Company, who can generally be found at the ice plant. The Sheriff can then make his return on the original copy of the Summons and Complaint.

Two copies of the Summons and Complaint and two copies of the Interrogatories to the defendant Burge Ice Machine Company should be forwarded to the Sheriff of Montgomery County, Alabama, where he should serve a copy of the Summons and Complaint and Interrogatories on either Fred S. Ball or Richard A. Ball, at 717 First National Bank Building, Montgomery, Alabama, and then show his return of service on the other copies and return them to you.

Also enclosed is a copy of the Summons and Complaint and a copy of each set of the Interrogatories which we would like for you to make the following entry on and then return them to us:

"Filed in the Circuit Court of Baldwin County, Alabama,
this the _____ day of October, 1956.

Signed: Alice J. Duck, Clerk."

Mrs. Alice J. Duck

-2-

October 20, 1956

Also enclosed is a form and an envelope, stamped and self-addressed, for your convenience. Please fill out this form showing the date of service of each of the defendants when the Sheriffs have made their returns.

We would like to thank you in advance for your cooperation and consideration in this matter.

Yours very truly,
HARE & BONHAM

BY John D. Bonham
John D. Bonham

JDB/jw

Enclosures

To: Hare & Bonham, Attorneys
Monroeville, Alabama

1. Copy of Summons and Complaint and Interrogatories
served on Gulf Shores Ice Company the ____ day of
_____, 1956.
Sheriff's return shows service had on Mr. _____.

2. Copy of Summons and Complaint and Interrogatories
served on Burge Ice Machine Company the ____ day of
_____, 1956.
Sheriff's return shows service had on Mr. _____.

Alice J. Duck, Clerk
Circuit Court of Baldwin County

J. W. HYBART, SR., J. W. HYBART, JR.,
AND F. S. HYBART, DOING BUSINESS AS
APPLIANCE PARTS & SUPPLY COMPANY OF
MOBILE, ALABAMA,

PLAINTIFFS

VS.

GULF SHORES ICE CO., A CORPORATION,
AND BURGE ICE MACHINE CO., A
CORPORATION,

DEFENDANTS

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

CASE NO. 3065

ORDER REQUIRING ANSWERS TO INTERROGATORIES

The Motion of the Plaintiffs to require filing of answers
to interrogatories from defendant Burge Ice Machine Co.
a corporation, a Corporation, is hereby granted, and
the Court orders, adjudges and decrees that answers to interrogatories
heretofore propounded to said defendant by the plaintiffs be answered
on or before the 28th day of February, 1957, or upon failure
to do so, suffer a judgment to be entered against itself.

This the 19th day of February, 1957.

Robert M. Hall
Circuit Judge

FILED

FEB 19 1957

ALICE J. DUCK, Clerk

J. W. HYBART, SR., J. W. HYBART, JR.,)
AND F. S. HYBART, DOING BUSINESS AS)
APPLIANCE PARTS & SUPPLY COMPANY OF)
MOBILE, ALABAMA,)
PLAINTIFFS)

VS.)

GULF SHORES ICE CO., A CORPORATION,)
AND BURGE ICE MACHINE CO., A)
CORPORATION,)
DEFENDANTS)

IN THE CIRCUIT COURT OF
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AT LAW.
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This the 19 day of February, 1957.

FILED

FEB 19 1957

ALICE L. BUCK, Clerk

Robert M. Hall
Circuit Judge

J.W.HYBART, SR., J.W.HYBART, JR.,
AND F. S. HYBART, DOING BUSINESS AS
APPLIANCE PARTS AND SUPPLY COMPANY
OF MOBILE, ALABAMA,

PLAINTIFFS

VS.

GULF SHORES ICE COMPANY, A CORPORATION,
AND BURGE ICE MACHINE COMPANY, A
CORPORATION,

DEFENDANTS

)
)
) IN THE CIRCUIT COURT FOR
)
) BALDWIN COUNTY, ALABAMA,
)
) AT LAW.
)
) CASE NO. _____

INTERROGATORIES TO DEFENDANT GULF SHORES ICE COMPANY,
A CORPORATION

Comes the plaintiffs in the above styled case and files the following interrogatories to be answered by defendant, Gulf Shores Ice Company, a Corporation, under oath, pursuant to the provisions of the Code of Alabama:

1. What is the full and complete name of this defendant?

2. Describe the legal entity of this defendant, viz: corporation, partnership, John Doe, Richard Roe & Joe Smith doing Business as the Gulf Shores Ice Company, etc.

3. Give the complete address of the home office of this defendant.

4. If this defendant is a corporation, in what State was it originally organized and chartered?

5. Is this defendant authorized to do business in the State of Alabama?

6. (a) If this defendant is a corporation, please list the names and addresses of the corporate officers of this corporation, giving the title of the position they hold with this corporation.
(b) If this defendant is not a corporation, please list the names and addresses of the owners of this defendant.

7. Who is the operating manager of your ice plant located at Foley, Alabama?

8. What position does Mr. C. I. Shelkofsky hold with this defendant?

9. Describe the type of business in which you are engaged.

10. (a) Is this defendant properly sued as to its name and legal entity? (b) If not, please give the proper party or parties against whom a suit against the Gulf Shores Ice Company would lie.

11. During the period October 11, 1954 to December 15, 1954, did this defendant receive merchandise, goods and chattels from the plaintiffs in connection with the installation of an ice machine in its Foley Ice Plant in the approximate value of \$1,243.64?

12. If you answer to the above question is negative please explain in detail, viz: do you question the value of the goods, and if so, in what way; do you claim that you did not receive the merchandise, goods and chattels in connection with the installation of the ice machine; do you claim that you did not receive credit for items returned

to the plaintiffs, etc.?

13. Was the merchandise, goods and chattels received from the plaintiff in the connection with the installation of the ice machine in your Foley plant actually installed in your Foley plant?

14. Have you ever had any dealings with Mr. L. W. Johnson? If so, in what capacity?

15. Did he represent himself to be the agent or salesman of the Burge Ice Machine Company and appear to have the power to bind them as their agent in transactions in connection with the sale of their merchandise and machines?

16. Did he negotiate any contract (such as sales contract) with you as the agent of the Burge Ice Machine Company. If so, please explain in as much detail as possible and attach a copy of any contracts negotiated with you by said L. W. Johnson.

17. Did said L. W. Johnson have the apparent authority to obligate the Burge Ice Machine Company for the payment of fittings and accessories purchased in connection with the installation of an ice machine sold to you for installation in your Foley ice plant?

18. Did he represent to you that the Burge Ice Machine Company would pay for the goods, merchandise and chattels you received from the plaintiff, which are the subject of this suit? Please explain in detail.

19. Do you claim that the Burge Ice Machine Company is liable to the plaintiff for the cost of all the goods, merchandise and chattels which are the subject of this suit? If so, please explain in detail.

20. Do you claim that the Burge Ice Machine Company is responsible for part of the goods, merchandise and chattels, the subject of this suit? If so, please explain and list in detail those items for which you claim the Burge Ice Machine Company is responsible for payment.

21. Do you claim there is any credit due you or the Burge Ice Machine Company, whoever is liable for the payment of this account to the plaintiffs, for returned merchandise, goods and chattels? If so, please list the items returned.

22.(a) Did the purchase contract of the ice machine installed in your Foley Ice plant, for which the plaintiff supplied fittings, valves, and other items, made the subject of this suit, between you and the Burge Ice Machine Company, specifically provide that the Burge Ice Machine Company would pay for the fittings, valves, and other such items as were purchased from the plaintiffs?

(b) Was this stipulation in writing or oral?

(c) If you state that it was in writing, please attach to your answers to these interrogatories a copy of said purchase contract. If you state that it was oral, please give details as to who made the stipulation, when it was made, and under what circumstances, giving the names of those who were present, etc.

23. (a) Did you use any amount paid by you or owed by you to the plaintiffs as a credit to offset any amount you owed the Burge Ice Machine Company? (b) If your answer is affirmative, please give details.

24. (a) Who is answering these interrogatories?
(b) What is your position with or connection with the Gulf Shores Ice Company?
(c) Where are you as you answer these interrogatories?
(d) Are you aware that the answers to these interrogatories are under oath and can be used as evidence against the Gulf Shores Ice Company?

25. (a) Have you or any of your agents at any time proposed to the Burge Ice Machine Company that payment for the merchandise, goods and chattels of the plaintiffs made the subject of this suit, be split between the Burge Ice Machine Company and the Gulf Shores Ice Company?

(b) Has the Burge Ice Machine Company or any of their agents at any time made said proposition to you?

(c) If you give an affirmative answer to either part (a) or (b) of this question, please set out the proposition in detail, telling who made it, who it was made to, and the circumstances surrounding this proposal.

STATE OF ALABAMA)
MONROE COUNTY)

Personally appeared before me, Jewel W. Wiggins, Notary Public in and for Said County, John D. Bonham, who, being by me first duly sworn, deposes and says:

That he is one of the attorneys of record for the Plaintiff in the above-styled cause, and as such is authorized to make this affidavit for the plaintiff, and that the answers of the defendant to the foregoing interrogatories will be material testimony for the plaintiff in said cause.

John D. Bonham
John D. Bonham

Sworn to and subscribed before me on
this the 20th day of October, 1956.

Jewel W. Wiggins
Notary Public

FILED
OCT. 22 1956
DUCK, Clerk

J.W.HYBART, SR., J.W.HYBART, JR.,
AND F. S. HYBART, DOING BUSINESS AS
APPLIANCE PARTS AND SUPPLY COMPANY
OF MOBILE, ALABAMA,

PLAINTIFFS

VS.

GULF SHORES ICE COMPANY, A CORPORATION,
AND BURGE ICE MACHINE COMPANY, A
CORPORATION,

DEFENDANTS

)
)
) IN THE CIRCUIT COURT FOR
)
) BALDWIN COUNTY, ALABAMA,

)
) AT LAW.

)
) CASE NO. _____

INTERROGATORIES TO DEFENDANT BURGE ICE MACHINE COMPANY,
A CORPORATION

Comes the plaintiffs and file the following interrogatories
to be answered by defendant, Burge Ice Machine Company, a Corporation,
under oath pursuant to provisions of the Code of Alabama:

1. What is the full and correct name of this defendant?
2. Describe the legal entity of this defendant, viz: corporation,
partnership, etc.
3. Give the complete address of the home office of this defendant.
4. If this defendant is a corporation, in what state was it
originally organized and chartered?
5. Is this defendant authorized to do business in the State
of Alabama?
6. Is this defendant properly sued as to name and legal entity?
7. During the years 1954, 1955, and 1956, or any part thereof,
did you employ a salesman or agent known as L. W. Johnson or Lee
Warren Johnson?
8. (a) If you state that you did employ this individual, in what
capacity was he employed? (b) List by beginning and ending dates the
period or periods he was employed by you.
9. Was said L. W. Johnson a sales agent authorized to make
sales in Baldwin County or negotiate sales contracts for you during
the year 1954? If not, please explain.
10. Did Mr. L. W. Johnson make arrangements with the plaintiff
as your salesman or agent whereby they were induced to ship the
merchandise, goods and chattels, the subject of this suit, to the
ice plant of the defendant Gulf Shores Ice Company at Foley, Alabama?
11. (a) Did you enter into a contract with the Gulf Shores Ice
Company dated July 14, 1954, whereby you sold them two "Model BK1012
Flake Ice Units", two "Air cooling units for storage bin refrigeration",
two "Model 4JF4-F22 Worthington compressors", "all necessary Pipe,
Valves, and Fittings for refrigerant systems", "all necessary Freon 22
to completely charge system initially, together with adequate oil for
initial charge plus one complete recharge of Oil"? (b) Did Mr. L. W.
Johnson, acting as your agent, or salesman, negotiate said Purchase
Contract with the Gulf Shores Ice Company?

12. Is it a fact that Mr. L. W. Johnson acting as your agent made several attempts during 1955 and the first part of 1956 to compromise or work out some agreement between you and the Gulf Shores Ice Company on the payment of this account to the plaintiffs?

13. Is it a fact that at one time he told the plaintiffs that a joint check would be issued to the plaintiffs by the Gulf Shores Ice Company and the Burge Ice Machine Company?

14. Do you claim that the Gulf Shores Ice Company is liable to the plaintiff for the cost of all or part of the goods, merchandise and chattels the subject of this suit? Please explain.

15. (a) Does the statement "All necessary Pipe, Valves, and fittings for refrigerant systems." which was contained in the purchase contract entered into between you and the Gulf Shores Ice Company dated July 14, 1954 mean that you were to pay for all the pipe, valves and fittings necessary to completely install the ice machines and other machinery you sold them under this contract? (b) Has this statement in said purchase contract caused any dispute between you and the Gulf Shores Ice Company as to who owed the plaintiffs for the merchandise, goods and chattels made the subject of this suit?

16. Did not Mr. L. W. Johnson as your salesman or agent have the apparent or prima facie authority to negotiate with the plaintiffs for purchase of the pipe, valves and fittings necessary for installation of the machinery purchased by the Gulf Shores Ice Company under their purchase contract with you dated July 14, 1954?

17. (a) Is Mr. L. W. Johnson still employed by you? (b) If you state that he is no longer employed by you, please give the reason for his discharge.

18. Please list the last known address you have for L. W. Johnson.

19. Have you or any of your agents at any time proposed to the plaintiffs or to the Gulf Shores Ice Company that payment for the merchandise, goods and chattels of the plaintiffs be split between the Burge Ice Machine Company and the Gulf Shores Ice Company? If so, please set out the proposition in detail and tell who it was made to and the circumstances surrounding this proposal.

20. (a) Who is answering these interrogatories?

(b) What is your position with or connection with the Burge Ice Machine Company?

(c) Where are you as you answer these interrogatories?

(d) Are you aware that the answers to these interrogatories are under oath and can be used as evidence against the Burge Ice Machine Company?

STATE OF ALABAMA)

MONROE COUNTY)

Personally appeared before me, Jewel W. Wiggins, Notary Public in and for said County, John D. Bonham, who, being by me first duly sworn, deposes and says:

That he is one of the attorneys of record for the Plaintiff in the above-styled cause, and as such is authorized to make this affidavit for the plaintiff, and that the answers of the defendant to the foregoing interrogatories will be material testimony for the plaintiff in said cause.

John D. Bonham
John D. Bonham

Sworn to and subscribed before me
on this the 20th day of October, 1956.

Jewel W. Wiggins
Notary Public

FILED
OCT 22 1956

ALICE J. DUCK, Clerk

J. W. HYBART, SR., J. W. HYBART,
JR. and F. S. HYBART, doing business
as APPLIANCE PARTS AND SUPPLY COM-
PANY OF MOBILE, ALABAMA,

Plaintiffs,

vs.

GULF SHORES ICE COMPANY, a
corporation, and BURGE ICE MACHINE
COMPANY, a corporation,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

ANSWERS TO INTERROGATORIES TO DEFENDANT BURGE ICE
MACHINE COMPANY, A CORPORATION

Comes now the Defendant, Burge Ice Machine Company,
a corporation, and files this its answers to the interrogatories
propounded to such Defendant by the Plaintiff in the above
styled cause and says:

1. Burge Ice Machine Company.
2. Corporation.
3. 654 West Washington Boulevard, Chicago 6, Illinois.
4. Illinois.
5. Yes.
6. Yes.
7. Yes.
8. (a) Salesman on a straight commission basis.
(b) July, 1954 through June, 1956.

9. L. W. Johnson was only authorized to solicit
orders and negotiate sales contracts but all such orders and
contracts were subject to acceptance by this defendant at its
home office and Mr. Johnson was not authorized to bind this
defendant on any sale or sales contract.

10. Not within the knowledge of this defendant.

11. (a) Yes.

(b) Yes.

12. Not within the knowledge of this defendant.

13. Not within the knowledge of this defendant.

14. It is this defendant's position that credits which it allowed Gulf Shores Ice Company on the purchase price in the amounts of \$336, \$1,058 and \$1,986, respectively, for pipe and fittings covered all items which it was required to furnish. The credit of \$1,986 represented a payment to the plaintiff in this case but this defendant has never had any accounting or knowledge as to the application of the balance of the credit. In the settlement of its account with Gulf Shores Ice Company, that company indicated that no additional items were required except a few minor parts. No claim has ever been made by Gulf Shores Ice Company that additional items were required or that further amounts were due them or any other person. In addition, the contract for the purchase of the items was entered into between the plaintiff and Gulf Shores Ice Company, and Mr. L. W. Johnson as a mere salesman had no apparent authority to bind this defendant on the purchase of any property. Accordingly, this defendant contends that Gulf Shores Ice Company is liable for the cost of all of the items which are the subject of this suit.

15. (a) No. This defendant was to only pay for pipe, valves and fittings necessary for the refrigerant connections and not all pipe, valves and fittings necessary to completely install the machine.

(b) To this defendant's knowledge, the above statement in the purchase contract has not necessarily caused any dispute between this defendant and Gulf Shores Ice Company, although dispute obviously exists as to who owes the plaintiff for the items which are the subject of this suit, it being this defendant's contention that plaintiff's contract is with Gulf Shores Ice Company and Gulf Shores Ice Company has been allowed credit to cover such items.

16. No. Mr. L. W. Johnson had authority only to solicit orders or sales, which were in all cases subject to acceptance by this defendant, and he had no authority to negotiate with any person for the purchase on behalf of this defendant of any items of property. It is this defendant's contention that an ordinary commission salesman does not have apparent or prima facie authority to purchase property on behalf of his principal or to otherwise guaranty the payment for the purchase of any property or otherwise bind the principal for the payment of any money.

17. (a) No.

(b) This defendant deems this question to be irrelevant and immaterial to the issues in this suit and accordingly has not answered the question, on the ground that any answer given thereto would be inadmissible in evidence.

18. 158 Emogene Place, Mobile, Alabama.

19. Not within the knowledge of this defendant.

20. (a) Don A. Parkhurst.

(b) Vice President.

(c) The law offices of Nicholson, Nisen & Elliott, 135 South LaSalle Street, Chicago, Illinois, attorneys for the company.

HARE & BONHAM

ATTORNEYS AT LAW

P. O. BOX 795

MONROEVILLE, ALABAMA

NICHOLAS S. HARE
JOHN D. BONHAM

March 19, 1957

OFFICES IN
MONROE COUNTY BANK BLDG.
PHONE: 271

Mrs. Alice J. Duck
Circuit Clerk
Court House
Bay Minette, Alabama

Re: Hybart et. al. vs. Gulf Shores
Ice Company and Burge Ice Machine
Company.

Dear Mrs. Duck:

Please have the following order entered in the above case:
"Cause settled between the parties and dismissed. Defendants
taxed with the costs."

Yours very truly,

HARE & BONHAM

BY


John D. Bonham

JDB/jw

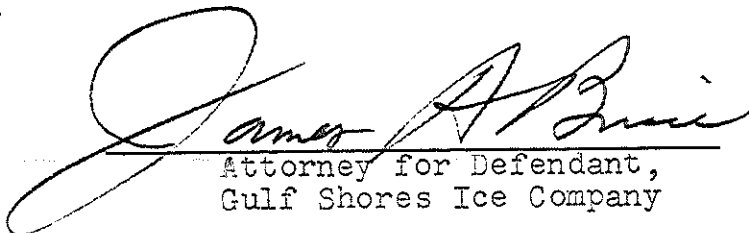
cc: Chason & Stone
Attorneys at Law
Bay Minette, Alabama

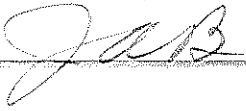
J.W. HYBART, SR., J.W. HYBART, JR.,	*	
AND F.S. HYBART, DOING BUSINESS	*	
AS APPLIANCE PARTS AND SUPPLY	*	
COMPANY OF MOBILE, ALABAMA	*	IN THE CIRCUIT COURT
	*	
PLAINTIFFS	*	OF BALDWIN COUNTY,
	*	
VS.	*	ALABAMA
	*	
GULF SHORES ICE COMPANY, A	*	AT LAW
CORPORATION, AND BURGE ICE	*	
MACHINE COMPANY, A CORPORATION	*	# 3065
	*	
DEFENDANTS	*	

PLEA:

Now comes the Defendant, Gulf Shores Ice Company, a corporation, separately, by its Attorney, and for plea to the Complaint heretofore filed in this cause says:

1. Not guilty.


 Attorney for Defendant,
 Gulf Shores Ice Company

Copy mailed
 Hon. John D. Bonham
 2-22-57


J. W. HYBART, SR., J. W. HYBART, JR.,
AND F. S. HYBART, DOING BUSINESS
AS APPLIANCE PARTS AND SUPPLY
COMPANY OF MOBILE, ALABAMA

PLAINTIFFS

VS.

GULF SHORES ICE COMPANY, A
CORPORATION, AND BURGE ICE
MACHINE COMPANY, A CORPORATION

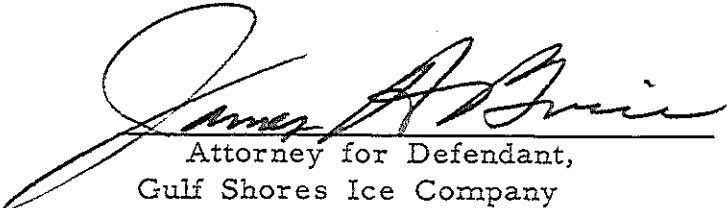
DEFENDANTS

* IN THE CIRCUIT COURT
* OF BALDWIN COUNTY,
* ALABAMA
*
* AT LAW
*
* # 3065
*
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DEMURRER

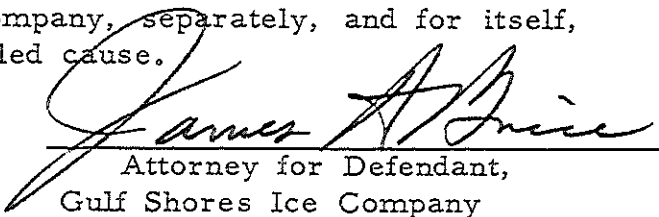
Now comes the Defendant, Gulf Shores Ice Company, a corporation,
separately, by its Attorney, and demurs to the Complaint heretofore filed
in this cause and for grounds for said demurrer assign the following
separately and severally:

1. It does not state a cause of action.
2. It is vague, indefinite, and uncertain, in that it does not appear
with sufficient certainty what account or accounts are claimed by the
Plaintiff.


Attorney for Defendant,
Gulf Shores Ice Company

DEMAND FOR JURY TRIAL

The Defendant, Gulf Shores Ice Company, separately, and for itself,
demands trial by jury in the above-styled cause.


Attorney for Defendant,
Gulf Shores Ice Company

J. W. HYBART, SR., J. W. HYBART, JR.,
AND F. S. HYBART, DOING BUSINESS AS
APPLIANCE PARTS AND SUPPLY COMPANY OF
MOBILE, ALABAMA,

Plaintiffs,

vs.


GULF SHORES ICE COMPANY, A CORPORATION
AND BURGE ICE MACHINE COMPANY, A COR-
PORATION,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW
CASE NO. 3065

Comes the Defendant, Burge Ice Machine Company, a corporat-
ion, and demurs to the complaint filed in said cause and each and
every count thereof, separately and severally, and says:

1. That said count does not state a cause of action.


Attorneys for Burge Ice Machine Company,
a corporation

The Defendant, Burge Ice Machine Company,
demands a trial of this cause by jury.


Attorneys for said company

gave

DEMURRER

J. W. HYBART, SR., J. W. HYBART,
JR., AND F. S. HYBART, DOING
BUSINESS AS APPLIANCE PARTS AND
SUPPLY COMPANY, OF MOBILE, ALA-
BAMA,

Plaintiffs,

vs.

GULF SHORES ICE COMPANY, A COR-
PORATION AND BURGE ICE MACHINE
COMPANY, A CORPORATION,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW NO. 3065

FILED

NOV 20 1956

ADICE L. DUCK, Clerk

LAW OFFICES

CHASON & STONE

BAY MINETTE, ALABAMA

STATE OF ALABAMA)
COUNTY OF BALDWIN)

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To any Sheriff of the State of Alabama - GREETING:

You are hereby commanded to summon Gulf Shores Ice Company, A Corporation, and Burge Ice Machine Company, a Corporation, to appear before the Circuit Court of Baldwin County, Alabama, in and for said County, at the place of holding the same, within thirty days from the service of this summons and complaint, then and there to demur or plead to the complaint of J. W. Hybart, Sr., J. W. Hybart, Jr., and F. S. Hybart, Doing Business as Appliance Parts and Supply Company, of Mobile, Alabama.

And you are hereby commanded to execute this process instanter and make return as required by law.

Witness my hand this the 22 day of Oct, 1956.

Reice J. W. W. W.
Circuit Clerk

J. W. HYBART, SR., J. W. HYBART, JR.,)
AND F. S. HYBART, DOING BUSINESS AS)
APPLIANCE PARTS AND SUPPLY COMPANY)
OF MOBILE, ALABAMA,)

PLAINTIFFS)

VS.)

GULF Shores ICE COMPANY, A CORPORATION,)
AND BURGE ICE MACHINE COMPANY, A)
CORPORATION,)

DEFENDANTS)

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

COUNT I

The plaintiffs claim of the defendants Twelve Hundred Forty-Three and 64/100 (\$1,243.64) Dollars, due from them by account on to-wit: the 15th day of December, 1954, which sum of money with interest thereon, is still unpaid.

COUNT II

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016
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The plaintiffs claim of the defendants Twelve Hundred Forty-Three and 64/100 (\$1,243.64) Dollars due from them by account for merchandise, goods and chattels sold by the plaintiffs to the defendants during the period from, to-wit: October 11, 1954, to December 15, 1954, which sum of money with interest thereon is still unpaid.

HARE & BONHAM

BY John D. Bonham
Attorneys for Plaintiffs