

M. J. ARMSTRONG,

Plaintiff,

-vs-

GEORGE C. MEYER,

Defendant.

IN THE CIRCUIT COURT-LAW SIDE

STATE OF ALABAMA

BAIRDWIN COUNTY.

Now comes the Defendant and files this Demurrer, separately and severally to each Count of the Bill of Complaint in this cause and for grounds therefor says:-

FIRST:

That said Complaint states no cause of action.

SECOND:

That it fails to allege that P. W. Sture was acting within the scope and authority of his said agency.

THIRD:

It does not designate the nature of the agency of the said P. W. Sture.

FOURTH:

For aught appearing the said P. W. Sture's agency was as to matters foreign to the alleged transaction.

FIFTH:

It does not appear that P. W. Sture was the authorized agent to bind the Defendant relative to a sale by him of the lots mentioned therein.

SIXTH:

It affirmatively appears that P. W. Sture was acting as the agent of the Plaintiff in procuring or attempting to procure an agreement from the Defendant to sell said lots at the sum mentioned therein.

SEVENTH:

That it does not appear that the said transaction between the Plaintiff and the said P. W. Sture was in writing.

EIGHTH:

It does not appear that the Plaintiff tendered the full price of said lots, viz:- Thirteen Hundred Dollars (\$1300.00), to the Defendant prior to the bringing of this suit.

(page one)

STATE OF ALABAMA
BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA.

You are hereby commanded to summon GEORGE C. MEYER, to appear within thirty days from the service of this writ in the Circuit Court to be held for said County at the place of holding same, then and there to answer the complaint of M. J. Armstrong.

Witness my hand this the 7th day of July, 1931.

T. W. Richardson

Clerk of the Circuit Court,
Baldwin County, Alabama.

.....

M. J. ARMSTRONG,
Plaintiff,
VS.
GEORGE C. MEYER,
Defendant.

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

COUNT ONE: Plaintiff claims of defendant the sum of One Hundred Fifty-nine and no/100 Dollars (\$159.00) with interest thereon from to-wit September 1st, 1928 together with the interest on the sum of One Hundred Forty-one and no/100 Dollars (\$141.00) from to-wit September 1st, 1928, until to-wit, November 1st, 1930, for that on or about to-wit, September 1st, 1928, one P. W. Sture, while holding himself out to be and/or acting as the agent of the defendant George C. Meyer, offered to procure an agreement from defendant to sell to plaintiff lots 86-87 and 88 of Shadowlawn, in Prichard, Alabama, owned by the defendant, at and for the sum of Thirteen Hundred Dollars (\$1300.00), of which Three Hundred Dollars (\$300.00) was to be paid in cash and which amount was by your

NINTH:

It does not appear that the full sum of Thirteen Hundred Dollars (\$1300.00) was tendered to the Defendant and request made that he execute the alleged Contract referred to therein.

TENTH:

It does not appear that the Defendant, George C. Meyer, knew that the said P. W. Sture was holding himself out as his agent.

ELEVENTH:

It does not appear that the said George C. Meyer, Defendant, knew that the said P. W. Sture was acting as his agent.

Attorneys for Defendant.

Defendant demands a trial
by Jury.

Attorneys for Defendant.

plaintiff paid to said P. W. Sture on or before said date. Plaintiff further alleges that defendant subsequently refused to execute a contract with plaintiff for the sale to him of said property and plaintiff thereafter made demands upon defendant to return to him the said sum of Three Hundred Dollars (\$300.00) paid by plaintiff to defendant's said agent P. W. Sture, and during to-wit November, 1930, defendant did credit your plaintiff with the sum of One Hundred Forty-one Dollars (\$141.00) thereof on the purchase by plaintiff from defendant of certain other real property, but defendant has after demands therefor, refused to return to plaintiff the balance of One Hundred Fifty-nine Dollars (\$159.00) with interest as aforesaid, wherefore he sues and asks judgment therefor.

COUNT TWO: Plaintiff claims of defendant the sum of One Hundred Fifty-nine Dollars (\$159.00) due from him by account during to-wit, the month of November, 1930, which sum of money together with the interest thereon, is still due and unpaid.

COUNT THREE: Plaintiff claims of defendant the sum of One Hundred Fifty-nine Dollars (\$159.00) due from him by account stated during to-wit, the month of November, 1930, which sum of money together with the interest thereon is still due and unpaid.

W. V. Mc Dermott

J. B. B. Lashburn

Attorneys for Plaintiff.

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

Now comes George C. Meyer, and in answer to the Interrogatories propounded to him by the Plaintiff in the aforesaid cause, says:-

1. (A) That he at one time owned Lots Eighty-six (86), Eighty-seven (87) and Eighty-eight (88) of Shadowlawn in Prichard, Mobile, County, Alabama; that he sold these Lots to one Sally Semler, but does not remember the date of sale nor the purchase price paid for said Lots by the said Sally Semler.

2. (A) I was not personally in the City of Mobile on or about the first of September, 1928. (B) I was at that time traveling in the East, and do not remember the exact date of my return to Mobile, for I was absent several months. I maintain no office in Mobile and had no one at that time who was authorized to look out for or attend to any business for me.

3. (A) Yes, I am personally acquainted with Mr. P. W. Sture. It is my information that he is now dead. (B) Mr. Sture at various times handled certain pieces of real estate for me upon a commission basis. He was, however, never employed by me. I do not remember the exact dates when he handled these pieces of real estate for me, such employment being truly upon a commission basis and Mr. Sture having no authority or capacity to bind me in any way, except to obtain a price and submit the same to me for confirmation.

4. (A) Yes, I have from time to time handled my own property, buying land and selling it; however, I have at no time acted other than for my own self. (B) These transactions are rather numerous and it is impossible for me to recall them at this time. I would suggest that they would be partly covered by the Deed Records of Baldwin County and of Mobile County, Alabama; however, I cannot offhand recall them nor give the dates.

(page two)

5. (A) Yes, he sold two houses and lots for me to Mr. Armstrong, for which I paid him a commission. (B) Mr. Sture drew a commission for the sale of this property based upon the purchase price. (C) No.

6. (A) I do not remember. (B) I do not remember. (C) P. W. Sture never had at any time any written authority to represent me, nor had he any other authority than to see a buyer and get him in touch with me. He had at no time sufficient authority to do other than to state that the property was or might possibly be in the market for a sale, for I personally attended to and closed all deals myself, Sture receiving a commission for putting the purchaser in touch with me, but it was understood at all times that when such purchaser was put in touch with me that nothing Sture had said or done could in any way affect me.

7. (A) I do not remember, but in my own mind I am positive that this did not happen. (B) Sture told me that Armstrong had paid him \$300.00 for the purpose of buying from me Lots 86, 87 and 88 at a price of \$1500.00, on terms of \$300.00 cash and balance on monthly deferred payments. I had previously refused to sell these lots or any other property to Armstrong for the reason that he was some two years in arrears on other property he had purchased from me, and for that reason I knew that he would be unable to care for the deferred payments, and consequently I refused to take the \$300.00, and told Sture to return it to Armstrong for I would not under any conditions sell Armstrong any more property unless it was a cash transaction. No part of said \$300.00 ever came into my hands. (C) I did not regard Armstrong as being able to buy and pay for this property, consequently could not enter into a trade of this nature with Armstrong.

8. (A) No. (B) No. (C) No. (D) No.

9. (A) No. (B) Yes, approximately that amount. (C) Sture had previously sold other property for me and I owed this much to Sture as commissions. Sture asked me to give Armstrong credit for the amount of commissions I owed to him (Sture) upon another transaction in which Armstrong at that time owed me some

(page two)

(page three)

\$1400.00.

10. (A) No. (B) No. (C) Sture told me that he had \$300.00 of Armstrong's money with which to purchase certain property from me. I refused to accept this \$300.00, because I knew from experience that Armstrong could not pay the balance when due. (D) I do not know. (E) I do not know. (F) I do not know. (G) Yes,* but I knew that while he might offer to go through with such a proposition he was not a good credit risk for this amount, and that it would not be good business to enter into such a deal with him. (H) I have never seen such a Contract as you mention.

George B. Meyer

Sworn to and subscribed before me, a Notary Public whose seal is hereto affixed, this 7 day of April, 1932.

John H. McRae
Notary Public, Baldwin County,
State of Alabama.

(affix seal)

CIRCUIT COURT OF BALDWIN
COUNTY, ALABAMA.
AT LAW.

AT LAW.

INTERROGATORIES PROPOUNDED BY PLAINTIFF
TO DEFENDANT.

2.(a) Were you personally in the City and County of Mobile on or about the 1st day of September 1928?

3.(a) Did you personally know P. W. Sture?

And please state if you know whether or not this party is now living or deceased. (b). Please state whether or not said P. W. Sture was ever connected with or employed by you in any capacity whatever, giving the dates and length of time such connection or employment existed together with a full and detailed explanation of the same.

4.(a) Have you ever been engaged in any business or occupation whatever in the City and County of Mobile, Alabama? (b). If you state that you have, then give a detailed and accurate statement of any such business or occupation so engaged in by you.

5.(a) Have you at any time executed or carried out any business deal or transaction or any other matter in which the above named P. W. Sture in anywise whatever acted in the capacity of an agent for you and especially any business deal or transaction relating or pertaining to the plaintiff in this case?

(b). If you answer this question or any part thereof in the affirmative, then give an accurate statement of such transactions relating to the capacity or manner in which said P. W. Sture acted in the capacity or nature of an agent for you. (c). Did you ever maintain an office in which P. W. Sture was employed?

(d). And if you answer that you did, then please state where and between what times any such office was so maintained by you, giving a detailed statement of the authority placed in said P. W. Sture by you.

6.(a) Please state whether or not you have received rent for any property whatever belonging to you which was leased to the plaintiff in this case by P. W. Sture as agent on your behalf. (b). Please state whether or not any property belonging to you has ever been sold to the plaintiff by yourself in which said P. W. Sture acted in any capacity whatever as your agent. (c).

Did said P. W. Sture ever have any written authority whatever from you to lease, sell, bind you to sell or to otherwise dispose of real property for you and if you answer that he did, please attach to your answers hereto true copies of any and all such powers so given him by you.

7.(a) Did not the plaintiff in this case sometime after September 1st, 1928 call upon you to execute a contract to sell ^{or} a vendors lien deed to the

plaintiff to the property described in the complaint.

(b). If you answer that the plaintiff did not so call upon you, then state whether or not said P. W. Sture ever talked to or approached you with regard to such transaction and if you answer that he did, then please state the conversation that took place between P. W. Sture and yourself regarding the same. (c). What was your reason for not going through with said transaction?

8.(a) On or about September 1, 1928 or at any time between said date and the present time was P. W. Sture indebted to you? (b). If you answer that he was so indebted to you, then please state the amount thereof ~~on~~ said date together with the amount of any ~~over~~ such indebtednesses to you from said date to the present time. (c). Please state whether or not the fact was that you refused to pay to and return to plaintiff the amount here sued for because of the fact that said P. W. Sture was indebted to you and had been indebted to you ever since said date and in a larger amount also? (d). Did you not give this reason only to plaintiff as your refusal to return said amount to plaintiff?

9.(a) Since said September 1, 1928 has plaintiff been indebted to you ~~on~~ the purchase price of any property whatever? (b) Did you not during the month of November, 1930 credit plaintiff with the sum of One Hundred Forty-one Dollars (\$141.00) against the purchase price on other property he was buying from you or against some other indebtedness owing to you by him. (c) Please state in detail everything concerning the credit of One Hundred Forty-one Dollars (\$141.00) allowed by you to plaintiff during to-wit the month of November, 1930 or at some other period close thereabout.

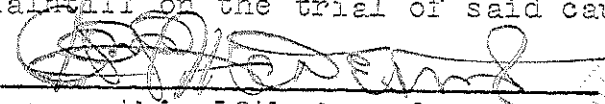
10. (a) Is it not a fact that the reason you gave and stated for your not going through with the sale to plaintiff of the lots described in the complaint was

because of the fact that you were unwilling to sell said lots or some one or more of them unless you could also sell to such prospective purchaser or be otherwise assured of a sale of the lot or lots with the dwelling or other building thereon which adjoined the property described in the complaint and not because of the fact that said P. W. Sture was not then and there and had not been acting as an agent for you in the buying and/or selling and/or leasing of your real property. (b) Had not the plaintiff in this case been constantly or on a number of occasions prior to said September 1st, 1928 been dealing with you by and through P. W. Sture as your agent? (c) Do you not know and recognize as a fact that the plaintiff in this case paid to said P. W. Sture the sum of Three Hundred Dollars (\$300.00) as the down payment for the purchase from you of the lots described in the complaint? (d) Was not the plaintiff ready to go through with the purchase of said property? (e) Was not the plaintiff able to go through with the purchase of said property? (f) Was not the plaintiff willing to go through with the purchase of said property. (g) Did not the plaintiff offer to go through with the purchase of said property? (h) Was not the contract for you to sell and for plaintiff to buy said lots as drawn by P. W. Sture signed by plaintiff and his wife presented to you for execution by said Sture together with the 48 promissory notes each for (\$20.84) signed by the plaintiff and his wife Ann Armstrong?

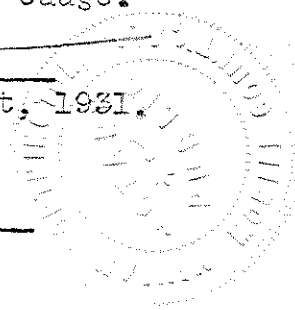

Attorneys for Plaintiff.

STATE OF ALABAMA,
COUNTY OF MOBILE.

Before me, the undersigned authority in and for said State and County, personally appeared William V. McDermott who upon being duly sworn by me, did depose and say that he is one of the attorneys for the plaintiff in the foregoing cause and as such has authority to make this affidavit; affiant further states that the answers of defendant to the foregoing interrogatories will, if truthfully made, be material evidence for the plaintiff on the trial of said cause.


Subscribed and sworn to before me this 12th day of August, 1931.


Notary Public, Mobile County, Alabama.



M. J. ARMSTRONG,

Plaintiff,

-vs-

GEORGE C. MEYER,

Defendant.

IN THE CIRCUIT COURT-LAW SIDE

STATE OF ALABAMA

BALDWIN COUNTY.

Now comes the Defendant and files this Demurrer, separately and severally, to each Count of the Bill of Complaint in this cause and for grounds therefor says:-

FIRST:

That said Complaint states no cause of action.

SECOND:

That it fails to allege that P. W. Sture was acting within the scope and authority of his said agency.

THIRD:

It does not designate the nature of the agency of the said P. W. Sture.

FOURTH:

For aught appearing the said P. W. Sture's agency was as to matters foreign to the alleged transaction.

FIFTH:

It does not appear that P. W. Sture was the authorized agent to bind the Defendant relative to a sale by him of the lots mentioned therein.

SIXTH:

It affirmatively appears that P. W. Sture was acting as the agent of the Plaintiff in procuring or attempting to procure an Agreement from the Defendant to sell said lots at the sum mentioned therein.

SEVENTH:

That it does not appear that the said transaction between the Plaintiff and the said P. W. Sture was in writing.

EIGHTH:

It does not appear that the Plaintiff tendered the full

(page two)

price of said lots, viz:- Thirteen Hundred Dollars (\$1500.00), to the Defendant prior to the bringing of this suit.

NINTH:

It does not appear that the full sum of Thirteen Hundred Dollars (\$1500.00) was tendered to the Defendant and request made that he execute the alleged Contract referred to therein.

TENTH:

It does not appear that the Defendant, George C. Meyer, knew that the said P. W. Sture was holding himself out as his agent.

ELEVENTH:

It does not appear that the said George C. Meyer, Defendant, knew that the said P. W. Sture was acting as his agent.

Hybort, Head & Cheson
Attorneys for Defendant.

Defendant demands a trial
by jury.

Hybort, Head & Cheson
Attorneys for Defendant.

M. J. Armstrong
Plaintiff
George S. Meyer
Defendant

Sixth Court of
Saldwin County,
Alabama
At Law.

James the plaintiff in the above
entitled cause, & by leave of the Court first
had and obtained, amended his complaint in
this cause by adding thereto Saint Four
in words and figures as follows, viz:

Saint Four: Plaintiff claims of defendant
the sum of One Hundred Fifty-nine Dollars
(\$159⁰⁰) for money on loan the first
day of September, 1928 received by the
defendant to the use of plaintiff, which sum
of money together with interest thereon, is
still unpaid.

~~James~~
J. B. Blackman
Attorney for Plaintiff.

M. J. ARMSTRONG,

Plaintiff,

VS.

GEORGE C. MEYER,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

AT LAW.

NO. 9479.

MOTION

Comes the Plaintiff in the above entitled cause by his attorneys and shows unto the Court and your Honor that interrogatories were propounded by the Plaintiff to the Defendant in the said cause and filed with Honorable T. W. Richerson, Clerk of the Circuit Court of Baldwin County, Alabama, on to-wit, August 13th, 1931; that on to-wit, August 13, 1931, Honorable J. Chason, of the firm of Hybart, Heard and Chason, Attorneys for the Defendant, in the said cause, accepted service of a copy of the said interrogatories and waived further notice of same, and that more than sixty (60) days have now elapsed and the said Defendant has not filed any answers whatever to the said interrogatories.

WHEREFORE, the Plaintiff moves the Court to attach the said Defendant and cause him to answer fully in open Court, or tax him with so much costs as may be just and continue the cause until full answers are made or direct a judgment by default, or render such judgment or decree as would be appropriate if such defaulting party offered no evidence.

W. V. Mc. Hornett

J. S. Blackburn

Attorneys for Plaintiff.