SCOTT COUNTY MILLING COMPANY A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF MISSOURI, Plaintiff vs. CAPT. JOE POSE, alias Capt. Joseph Pose, individually and doing business as BAY MINETTE FEED STORE, Defendant	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA-- at Law

CAUSE OF ACTION

COUNT ONE

The Plaintiff claims of the defendant the sum of Eight Hundred, Forty-Nine and 97/ 100 (849.97) Dollars, deu from him by account on, towit: August 30th 1929, which sum with interest thereon is still due and unpaid.

COUNT TWO

The Plaintiff further claims of the defendant the sum of Eight Hundred Forty Nine and 97/100 (849.97) Dollars, due from him for merchandise, goods and chattels sold by the plaintiff to the defendant at divers times on and between the dates of May 28th 1929 to and including the date of August 30th, 1929, which sum of money with interest thereon, is still due and unpaid.

COUNT THREE

The plaintiff further claims of the defendant the sum of Eight Hundred, Forty Nine and 07/100 Dollars, due from him by an itemized sworn account on file in this court in case number 9055, which case was between the same parties,for the same cause of action as the present suit, which itemized sworn account is made a part of this complaint with leave of reference. Plaintiff claims interest on said sum due by said itemized sworn account from August 30th, 1929.

Captain Pose can be found
at his residence about Daphne, or
on water front in Mobile on
Steamer Josie.

J. P. Dennett
L. Thomson

ATTORNEYS FOR PLAINTIFF
July 15ht, 1931

We the Jury find for the Plaintiff the sum of $3429.

Signed
E. Grant,
Foreman

Original

RECORDED

Filed July 22/931.
D. J. McCann
Clerk.

July 23/931
Waived E. G. Rickarby
by order Deft's atty
F. O. M.

J. E. Bennett
Atty for Deft.

SCOTT COUNTY MILLING COMPANY Plaintiff.	)	L A W .
VS	)	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA
JOSEPH POSE, ET AL Defendants.	)	

The Defendant, Joseph Pose, for plea to each count of the Complaint, says:

FIRST: That he is not indebted to Plaintiff in manner and form as alleged.

Second: That he does not owe the account upon which this suit is based other than the first item thereof, dated May 26th, 1929, of THIRTY EIGHT and 88/100 DOLLARS, which amount he is ready and willing to pay, but that above this he owes no portion of said account.

Defendant demands a trial by jury.

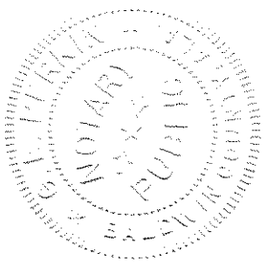
E. L. Rinsley Jr.
Elliott L. Rinsley.
Attorneys for Defendant.

STATE OF ALABAMA.
COUNTY OF BALDWIN.

Before me, the undersigned Notary, personally appeared this day JOSEPH POSE, who being sworn, says that the matters alleged in the foregoing pleas are true.

Joseph Pose

Subscribed and sworn to before me this the 20th day of Oct. October, 1931.



L. E. Parker

Notary Public, Baldwin County, Alabama.

SCOTT COUNTY MILLING COMPANY

Plaintiff.

VS

JOSEPH POSE, ETAL

Defendants.

Filed Oct 2 1931
D. M. Richmond
Clerk

PLEA S.

ELLIOTT G. RICKARBY JR.

ELLIOTT G. RICKARBY
ROBERTSDALE, ALA.

WILLIAM P. COBB
BAY MINETTE, ALA.

LAW OFFICES
RICKARBY & COBB
ROBERTSDALE, ALA.

October 20th, 1931

Thomas W. Richerson, Esq.
Clerk Circuit Court
Bay Minette, Alabama

Dear Sir:

With this we hand you verified plea of the general issue in the case of Scott County Milling Company vs Joseph Pose, which please file.

We have notified opposing counsel of the filing of this plea and that it is identicalwith the one filed in the first case.

Very truly yours,
RICKARBY & COBB
By E. G. Rickarby

R:F
76

Field Col 21/93
TM Reckmann
Acct.

SCOTT COUNTY MILLING COMPANY PLAINTIFF VS CAPT. JOE ROSE DEFENDANT	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA AT LAW

WE, the undersigned, acknowledge ourselves sureties for the costs in the above entitled cause.

A. L. Garrett

S. Simmons

Scott Co Mining Co
vs
Capt Joseph Pace

Security for Cost

Filed Aug 6th 1881
R M Reimmer
Clerk

SCOTT COUNTY MILLING COMPANY, Plaintiff.	)	NO. 9055 LAW SIDE
vs.	)	IN THE CIRCUIT COURT OF BALDWIN COUNTY.
JOSEPH POSE, Defendant.	)	

Comes the Defendant and objects to certain of the interrogatories propounded by Plaintiff to L. R. Bowman, witness for Plaintiff, as follows:

To that part of Question "g", Inty. One which asks as to goods delivered to Defendant as calling for hearsay statements unless the answer to said question shows that the witness knows of the alleged delivery of his personal knowledge.

To Question "a" of the Second Interrogatory, (1) because it calls for evidence that is immaterial and irrelevant, (2) Because it calls for statements as to limitations of the authority of Plaintiff's Agent, not shown to have been communicated to or made known to Defendant.

To Question "b" unless any restriction on Hollinger's authority as Agent is shown to have been made known to Defendant.

To Question "e", unless the testimony is given on the personal knowledge of the witness and not from correspondence and statements of others.

To Question "g", as calling for hearsay testimony, unless the witness knows of his personal knowledge what took place between Plaintiff's Agent and Daughdrill on July 9th. or thereafter.

To Question "h" as calling for hearsay evidence unless the witness knows of his own knowledge what took place between Plaintiff's Agent and Daughdrill as to recognizing him as owner and operator of the Bay Minette Feed Store.

Not waiving any of the foregoing objections, Defendant propounds the following cross-interrogatories:

FIRST CROSS-INTERROGATORY: If, in answer to Question "e" of Interrogatory One you state that you know of business dealings between Plaintiff and Defendant during the year 1929, state exactly just what part of these transactions about which you testify, took

place either with you in person or in your presence.

SECOND CROSS-INTY: If, in your answer to "g" you state that the goods mentioned in the account sued on were delivered to Defendant, state whether you know of such delivery because of having been present in Bay Minette or Mobile at the time, or whether or not your statement is made from reports made to you by Plaintiff's Agent, Mr. Hollinger, or some other third party.

THIRD CROSS-INTY: If in answer to Question "h" you have stated that the debits on the statement are for goods delivered to Defendant state whether your knowledge of such alleged delivery is personal or on hearsay information.

FOURTH CROSS-INTY: If in answer to Question "j" you state that the Defendant owes a balance of $849.97, do you arrive at this figure by concluding that invoice Number 54157 of July 15, 1929, was actually delivered to the Defendant.

FIFTH CROSS-INTY: If in answer to Question "k" you have stated that the invoice of July 15, 1929 was delivered to the Defendant, tell whether or not you state this of your own personal knowledge or because it has been reported to you.

SIXTH CROSS-INTY: If you have stated in answer to Question "a" of the Second Interrogatory that your agent, Mr. Hollinger, was limited in his authority and unauthorized to grant credit, state when these limitations were brought to the knowledge of the Defendant.

SEVENTH CROSS-INTY: What information if any was given to the Defendant as to limitations on Hollinger's authority to extend credit? State when and by whom this information was given?

EIGHTH CROSS-INTY: If you state that Hollinger told this to the Defendant, do you know this other than from Hollinger's report to you?

NINTH CROSS-INTY: If in answer to Question "e" you have stated that you know what credit arrangements were made relative to the invoices of July 15, give the source of this information.

TENTH CROSS-INTY: If in answer to Question "g" you state that the Agent of Plaintiff did not give credit to Daughdrill, is this statement made of your personal knowledge of what took place?

ELEVENTH CROSS-INTY: Did Hollinger tell you of the telephone conversation that he had with Daughdrill over the telephone in Defendant's presence, after Daughdrill had notified him that he was no longer interested in the Bay Minette Feed Store?

TWELFTH CROSS-INTY: Did you, Hollinger, or any other Agent of Plaintiff, after Defendant notified Hollinger that he was out of the Feed Store, tender delivery of goods covered by invoice of July 15 to Defendant? If so, did he refuse it? In that event were the goods sold for Defendant's account?

THIRTEENTH CROSS-INTY: Is it not a fact that the invoice of July 15, like those prior to that time was shipped to Bay Minette to Plaintiff's order and was not delivered until a thirty-day acceptance had been given to the Baldwin County Bank to whom the bill of lading and acceptance were sent?

FOURTEENTH CROSS-INTY: Was not this particular lot delivered only upon the signing of the acceptance by Daughdrill?

~~FIFTEENTH CROSS-INTY: Did Hollinger not have authority to~~ stop delivery of any shipment should he learn at any time of anything impairing the prospective purchaser's credit?

SIXTEENTH CROSS-INTY: Was it not Hollinger's duty as your Plaintiff's representative to let Plaintiff know if anything occurred that would effect materially a customer's solvency or responsibility?

SEVENTEENTH CROSS-INTY: When did he notify Plaintiff that Pose was no longer interested in or responsible for the Bay Minette Feed Store?

C. S. Rinderby Jr.
Elliott S. Rinderby
Attorneys for Defendant.

NO, 9055 LAW

SCOTT COUNTY MILLING COMPANY,
Plaintiff.

vs.

JOSEPH POSE, et al
Defendants.

OBJECTIONS AND CROSS-INTERROGATORIES TO PLAINTIFF'S WITNESS.

Filed Nov 25/1930
T. W. Rieman
Clerk

No. (9055)

SCOTT COUNTY MILLING COMPANY

Plaintiff

vs.

Joseph Pose,

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

ANSWER TO INTERROGATORIES

PROPOUNDED TO L. R. BOWMAN, WITNESS FOR THE PLAINTIFF IN THE ABOVE ENTITLED CAUSE

1st

(a) L. R. Bowman, 46 years, Sikeston, Missouri.

(b) Vice-President and Secretary.

(c) Vice-President and Secretary.

(d) Secretary.

(e) Yes.

(f) All applications for credit are referred to me for approval. I recall in particular the report from Mr. Hollinger, in which he stated the Bay Minette Feed Store wanted credit for a car load of feed and flour on thirty days' terms and that Captain Joe Pose was backing the business.

(g) They were.

(h) They do.

(i) The credits shown are proper and all to which the defendant is entitled.

(j) No payments have been made for the goods debited against the defendant on said statement, and the balance still owing to the Scott County Milling Company is $849.97.

(k) The items as set forth in certified statement under date of August 30, 1929, as charged to Bay Minette Feed Store, Bay Minette, Alabama, are as follows:

Invoice #52325, dated May 28,1929, in the amount of	$30.88.
Item listed July 29, 1929, designated debit memorandum #33821, represents interest charge for seventeen days' period we were obliged to carry draft #2940, amount $902.06, the interest charge being	3.41
The items listed under date of August 6, 1929, Invoices #54714, amount $290.73 and $71.40, covered shipment made Bay Minette Feed Store, included in Delchamp's car. This shipment refused by Bay Minette Feed Store, and we were obliged to resell to Delchamps. The resale price being listed under date of August 19, 1929, being designated as credits to the above mentioned account Bay Minette Feed Store, in the amount $265.28 and $61.63, making the loss we were obliged to take in the resale of this shipment in the amount of	$35.22
The next item listed on the statement, being under date of July 15, 1929, representing shipment made in car SF #147087, invoices #54157, amount	$777.70
(Shipment on 30 day acceptance terms, draft #3423)	
The next item listed on statement being under date of Aug. 30, 1929, designated as debit memorandum #33821-A, representing interest in the amount of	2.76
This interest being for the past due period of sixteen days on the acceptance listed above, or covering shipment on invoices #54157.	
Total	$849.97

(l) I am not familiar with the details about the reselling of the shipment. Mr. Hollinger can answer as to that. I do know that the last car was resold at the loss shown on statement.

2nd Interrogatory

(a) Mr. G. R. Hollinger is the sales' representative of the Scott County Milling Company in Mobile, Alabama, territory. His duties are to sell flour, meal, feed and other products we manufacture at prices named by the home office, and on terms authorized by the home office.

(b) No.

(c) The arrangements for credit allowed Bay Minette Feed Store were authorized by the home office. Mr. Hollinger applied for the line of credit on behalf of Captain Joe Pose and the Bay Minette Feed Store. The investigation which I made for the company indicated Captain Joe Pose was a man of financial responsibility, fine credit standing, and on the strength of that investigation credit was granted.

(d) The application for credit came through Mr. Hollinger, but was authorized by the home office.

(e) We received a letter from Mr. Hollinger, under date of March 19, 1929, reading as follows:

"Am glad to inform you that I have persuaded my good friend Captain Joe Pose, who operates the Fairhope Feed Store (which has been called the Fairhope Feed, Seed & Fertilizer Co. but on account of such a long name was changed to the Fairhope Feed Store) to open up a cash feed store in Bay Minette, Alabama. This store will be the Bay Minette Feed Store and they will push the sale of our flour, meal and feed. The enclosed order is partly for Fairhope and the second part is for Bay Minette. Please make two invoices but only one acceptance. The future shipments will be invoiced direct to the Bay Minette Feed Store. Heretofore Captain Pose has been getting his Fairhope flour, etc. shipped to Mobile and reshipped across the bay on a boat but, as Bay Minette is only a short distance from Fairhope, he will truck his feed at a less cost than the boat route. Please load part of order #1 in one end of car so as to keep it separate from part two. This will be a good connection for all concerned and we expect to show some nice volumn in Bay Minette."

We had previously investigated Captain Pose, and on the strength of his good name and previous good pay record with us we shipped the Bay Minette Feed Store without question, and always with the understanding that it was a business owned by Captain Pose.

(f) His substantial property ownership, good reputation for prompt pay and general good standing.

(g) No.

(h) No.

L R Bowman

STATE OF MISSOURI)
COUNTY OF SCOTT) SS

I, B. V. Forrester, a Notary Public in and for the above county and state summonsed the plaintiff witness L. R. Bowman. The said plaintiff witness, L. R. Bowman, was by me duly sworn before the commencement of his answers to interrogatories

1st A to E
2nd A to H

The answers to interrogatories were taken by Miss Ruby Evans directly upon the typewriter, testimony commenced at 8:00 A.M. morning of April 5th, 1930 and concluded during the afternoon of same day.

In witness whereof, I have hereunto set my hand and affixed my seal at my office Sikeston, Missouri, this 5th day of April, 1930.

B V Forrester
Commissioner

Notary Public within and for the City of Sikeston, State of Missouri, residing at Sikeston, Missouri.

SCOTT COUNTY MILLING COMPANY Plaintiff vs. JOSEPH POSE, Defendant	)	No.9055 LAW SIDE IN THE CIRCUIT COURT OF BALDWIN COUNTY.

ANSWERS TO CROSS-INTERROGATORIES

PROPOUNDED TO L. R. BOWMAN, WITNESS FOR THE PLAINTIFF IN THE ABOVE ENTITLED CAUSE

FIRST CROSS-INTERROGATORY: In my work with the Scott County Milling Company I pass on all credits granted.

SECOND CROSS-INTERROGATORY: While I did not follow this shipment to destination, it is always understood that in making a sale of flour, feed, etc. that delivery to the railroads in good condition constitutes fulfillment of contract, or technical delivery of contract. The goods were delivered to the railroad, anbill of lading properly signed by the railroad acknowledging receipt in good condition was delivered to the Bay Minette Feed Store in fulfillment of our agreement.

THIRD CROSS-INTERROGATORY: My knowledge is personal. While I did not follow this shipment to destination and supervise the unloading of it to enable me to testify that defendant actually received the goods, I do know that the goods were unloaded, the acceptance covering the goods was duly signed and returned to us by the bank, who was instructed to deliver the bill of lading to the Bay Minette Feed Store only when they had duly signed the acceptance draft.

FOURTH CROSS-INTERROGATORY: Yes.

FIFTH CROSS-INTERROGATORY: It was my own personal knowledge.

SIXTH CROSS-INTERROGATORY: Continually our contracts and order forms carry the following notation "No verbal agreements recognized; all orders subject to the acceptance of the Scott County Milling Company at its Sikeston office."

SEVENTH CROSS-INTERROGATORY: The forms on which our orders are taken carry the following stipulation: "No verbal agreements will be recognized; all orders subject to the acceptance of the Scott County Milling Company at its Sikeston office." If Mr. Hollinger left copies of his orders with the buyer as he is instructed to do, Captain Pose received direct notice from this company every time he purchased anything from us of the limited authority of Mr. Hollinger.

EIGHTH CROSS-INTERROGATORY: Not only do we have reports that Mr. Hollinger gave the defendant such instructions, but the order form mailed to the buyer plainly stated that the authority of our salesmen is limited. This was especially made known to the buyers on purchases for deferred delivery, the contracts of which had to be signed not only by the buyer but by the home office.

NINTH CROSS-INTERROGATORY: I do not recall that any special arrangements were made with reference to invoice of July 15, 1929. This shipment was made to the Bay Minette Feed Store on the strength of the good standing of Captain Pose, whom we had investigated prior to making shipment of the first car to Bay Minette Feed Store, and on the strength of which we had established a line of credit for the Bay Minette Feed Store.

TENTH CROSS-INTERROGATORY: I know nothing of relations between Mr. Hollinger and Mr. Daughdrill. I know this, that when we receivedan application for credit from the Bay Minette Feed Store our investigation revealed that it was business owned by Captain Joe Pose.

ELEVENTH CROSS-INTERROGATORY: No.

TWELFTH CROSS-INTERROGATORY: Goods covered by invoice of July 15, 1929, were shipped on an order duly placed by the Bay Minette Feed Store with Mr. Hollinger and in turn sent to us for approval, the order form stating that all orders were subject to acceptance by the home office. The order was duly accepted and confirmation mailed to the Bay Minette Feed Store. Shipment was made and draft drawn, due thirty days after date, for $777.70, to which was attached bill of lading showing receipt of goods by the railroad in good condition. At the time this shipment was forwarded the Bay Minette Feed Store owed for a previous shipment amounting to $902.06- for that reason a letter was sent to the Baldwin County Bank, Bay Minette, Alabama, reading as follows:

"Attached please find our thirty-day acceptance No. 3423 for $777.70, drawn on Bay Minette Feed Store, Bay Minette, Alabama, covering car SF 147087, invoice No. 54157. Under no circumstances are you to accept their signature to this acceptance or release the shipper's order bill of lading to them unless their draft No. 2940 for $902.06 drawn on June 12, 1929 is paid. In the event the old acceptance is taken care of then this is your authority to release the shipper's order bill of lading to them and return the signed acceptance to this office with proceeds of draft #2940."

The draft for $902.06 was remitted for by the Baldwin County Bank and returned acceptance for $777.70 duly signed by the Bay Minette Feed Store. The bill of lading therefore must have been delivered to the Bay Minette Feed Store by the Baldwin County Bank, therefore I feel justified in testifying that the Scott County Milling Company tendered the shipment to the defendant and that the defendant accepted the shipment through the agency of the Baldwin County Bank.

THIRTEENTH CROSS-INTERROGATORY: Yes.

FOURTEENTH CROSS-INTERROGATORY: I do not recall just who signed the acceptance, as it is now among the files of our attorney. However our records show that Mr. Daughdrill had been made manager of the Bay Minette Feed Store by Captain Pose, and we would have accepted his signature to the acceptance on behalf of the Bay Minette Feed Store.

FIFTEENTH CROSS-INTERROGATORY: No. Our salesmen are employed to sell goods, and we do not burden them with a lot of extra duties. Their authority is limited only to negotiating the sale of our products, and their every action is subject to our confirmation.

SIXTEENTH CROSS-INTERROGATORY: Yes.

SEVENTEENTH CROSS-INTERROGATORY: On August 22, 1929.

L R Bowman

STATE OF MISSOURI)
COUNTY OF SCOTT) SS

I, B. V. Forrester, a Notary Public in and for the above county and state summonsed the plaintiff witness, L. R. Bowman. The said plaintiff witness, L. R. Bowman, was by me duly sworn before the commencement of his answers to cross-interrogatories, first to seventeenth inclusive.

The answers to cross-interrogatories were taken by Miss Ruby Evans directly upon the typewriter, testimony commenced at 8:00 A. M. morning of April 5th, 1930, and concluded during the afternoon of same day.

In witness whereof, I have hereunto set my hand and affixed my seal at my office Sikeston, Missouri, this 5th day of April, 1930.

B V Forrester

Notary Public within and for the City of Sikeston, State of Missouri, residing at Sikeston, Missouri.

/2/29

DATE REC'D /11/29

INVOICE No. 54157

THE SCOTT COUNTY MILLING CO.

MILLERS OF
HIGH-GRADE FLOUR, MEAL AND GRITS

MILLS AT SIKESTON, ORAN, DEXTER, MO.
GENERAL OFFICE: SIKESTON, MISSOURI

DUPLICATE INVOICE

192

SOLD TO BAYMINETTE FEED STORE
BAYMINETTE ALA

CONSIGNED TO ORDER OF THE SCOTT COUNTY MILLING CO.

MILL JUL 15 1929

DESTINATION BAYMINETTE

STATE OF ALA

COUNTY OF

NOTIFY BAYMINETTE FEED STORE

AT BAYMINETTE

ROUTE

STATE OF ALA

COUNTY OF

CAR INITIAL SF

CAR No. 147087

No. PACKAGES	SIZE	KIND	DESCRIPTION OF ARTICLES	WEIGHT	BBLS.	PRICE	AMOUNT	NET AMOUNT
			NO 1					
24	96	COT	B&M CREAM MEAL	2304	12	5 10	61 20	
8	24	COT	SUPERIOR CREAMMEAL	192	1	5 30	5 30	
48	12	COT	SUPERIOR CREAMMEAL	576	3	5 55	16 65	
96	6	COT	SUPERIOR CREAMMEAL	576	3	6 00	18 00	
2	96	COT	COARSE GRITS	192	1	5 10	5 10	
			RUSH					106 25
			LOAD ORDER NO 1 IN DOORWAY CAR					

DRAFT THROUGH

BANK

SALESMAN GRH

CONTRACT 2824

TERMS 30 DAYS ACCEPTANCE F. O. B. BAYMINETTE

We hereby guarantee that the goods covered by this invoice were produced or manufactured in accordance with the Federal Child Labor Act of September 1, 1916.
THE SCOTT COUNTY MILLING CO.

Help us secure quick adjustment of claims. Send us our R. R. receipt, also ORIGINAL expense bill. Claims for shortage or damage must have R. R. Agent's notation on freight bills showing number of packages short or damaged.

/2/29

DATE REC'D /11/29

INVOICE No. 54157

THE SCOTT COUNTY MILLING CO.

MILLERS OF
HIGH-GRADE FLOUR, MEAL AND GRITS
MILLS AT SIKESTON, ORAN, DEXTER, MO.
GENERAL OFFICE: SIKESTON, MISSOURI

DUPLICATE INVOICE

192

SOLD TO BAYMINETTE FEED STORE
BAYMINETTE ALA

CONSIGNED TO ORDER OF THE SCOTT COUNTY MILLING CO.

MILL JUL 15 1929

DESTINATION BAYMINETTE

STATE OF ALA

COUNTY OF

NOTIFY BAYMINETTE FEED STORE

AT BAYMINETTE

ROUTE

STATE OF ALA

COUNTY OF

CAR INITIAL SF

CAR No. 147087

No. PACKAGES	SIZE	KIND	DESCRIPTION OF ARTICLES	WEIGHT	BBLS.	PRICE	AMOUNT	NET AMOUNT
			NO 2					
2	98	COT	JUANITA FLOUR	196	1	7 75	7 75	
2	98	COT	WHITERIBBON PL-	196	1	6 75	6 75	
12	48	COT	WHITERIBBON PL-	576	3	6 85	20 55	
32	24	COT	WHITERIBBON PL-	768	4	7 05	28 20	
2	98	COT	WHITERIBBON SR-	196	1	7 00	7 00	
40	24	COT	WHITERIBBON SR-	960	5	7 30	36 50	
2	98	COT	SUPERIOR SR FLOUR	196	1	6 40	6 40	
8	48	COT	SUPERIOR SR -	384	2	6 50	13 00	
96	24	COT	SUPERIOR SR -	2304	12	6 70	80 40	
5	96	COT	OS HG MEAL	576	3	5 10	15 30	
24	24	COT	OS HG MEAL	576	3	5 30	15 90	
48	12	COT	OS HG MEAL	576	3	5 55	16 65	
8	96	COT	B&M CREAM MEAL	768	4	5 10	20 40	
24	24	COT	SUPERIOR MEAL	576	3	5 30	15 90	
48	12	COT	SUPERIOR MEAL	576	3	5 55	16 65	
2	96	COT	COARSE GRITS	192	1	5 10	5 10	
			ALA STAMPS & TAGS RUSH					
								312 45

DRAFT THROUGH

BANK

SALESMAN GRH

CONTRACT 2821

TERMS 30 DAYS ACCEPTANCE F. O. B. BAYMINETTE

We hereby guarantee that the goods covered by this invoice were produced or manufactured in accordance with the Federal Child Labor Act of September 1, 1916.
THE SCOTT COUNTY MILLING CO.

Help us secure quick adjustment of claims. Send us our R. R. receipt, also ORIGINAL expense bill. Claims for shortage or damage must have R. R. Agent's notation on freight bills showing number of packages short or damaged.

/2/29
'11/29

DATE REC'D

INVOICE No. 54157

THE SCOTT COUNTY MILLING CO.

MILLERS OF
HIGH-GRADE FLOUR, MEAL AND GRITS
MILLS AT SIKESTON, ORAN, DEXTER, MO.
GENERAL OFFICE: SIKESTON, MISSOURI

DUPLICATE INVOICE

192

SOLD TO BAYMINETTE FEED STORE
BAYMINETTE ALA

MILL JUL 15 1929

CONSIGNED TO ORDER OF THE SCOTT COUNTY MILLING CO.

DESTINATION BAYMINETTE STATE OF ALA COUNTY OF

NOTIFY BAYMINETTE FEED STORE

AT BAYMINETTE STATE OF ALA COUNTY OF

ROUTE CAR INITIAL SF CAR No. 147087

No. PACKAGES	SIZE	KIND	DESCRIPTION OF ARTICLES	WEIGHT	BBLS.	PRICE	AMOUNT	NET AMOUNT
			ORDER NO 2					
35	100	COT	GRISTO POULTRYFEED	3500		2 35	82 25	
35	100	BRLP	YELLOW STEEL CUT					
	2ND HAND		POULTRY CHOPS	3526		2 30	80 50	
10	100	BRLP	YELLOW CHOPS	1008		2 15	21 50	
20	100	BRLP	GRISTO SHORTS	2015		1 80	36 00	
15	100	BRLP	WHEAT BRAN	1511		1 55	23 25	
15	112	BRLP	NO 2 YELLOW CORN	1680		1 19	35 70	
5	112	BRLP	2 WHITE CORN	560		1 19	11 90	
15	160	BRLP	WHITE OATS	2400		62	46 50	
7	100	BRLP	VERY BEST CORNBASE	705		2 05	14 35	
3	100	BRLP	2 HARD WHEAT	300		2 35	7 05	
								359 00
	ALA STAMPS & TAGS RUSH							

DRAFT THROUGH

BANK

CONTRACT 2821

We hereby guarantee that the goods covered by this invoice were produced or manufactured in accordance with the Federal Child Labor Act of September 1, 1916.
THE SCOTT COUNTY MILLING CO.

SALESMAN GRH

TERMS 30 DAYS ACCEPTANCE F. O. B. BAYMINETTE

Help us secure quick adjustment of claims. Send us our R. R. receipt, also ORIGINAL expense bill. Claims for shortage or damage must have R. R. Agent's notation on freight bills showing number of packages short or damaged.

DEBIT MEMORANDUM

33821F

THE SCOTT COUNTY MILLING COMPANY

Mills—Sikeston, Oran, Dexter, Mo.

Sikeston, Mo., 8-30-29

TO Bayminette Feed Store Address Bayminette, Ala

Gentlemen: We have this day Charged your Account as follows:

DESCRIPTION	AMOUNT	TOTAL
To Interest for 16 Days carried beyond the due date on Draft # 3423 of July 15 for $277.70 @ 8%	$	2.76

DATE REC'D 12/29 / 12/24/29

INVOICE No. 52325

THE SCOTT COUNTY MILLING CO.

MILLERS OF
HIGH-GRADE FLOUR, MEAL AND GRITS
MILLS AT SIKESTON, ORAN, DEXTER, MO.
GENERAL OFFICE: SIKESTON, MISSOURI

DUPLICATE INVOICE

192

SOLD TO BAYMINETTE FEED STORE
BAYMINETTE ALA

MILL MAY 28 1929

CONSIGNED TO ORDER OF THE SCOTT COUNTY MILLING CO.

DESTINATION

STATE OF

COUNTY OF

NOTIFY BAYMINETTE FEED STORE

AT BAYMINETTE

STATE OF ALA

COUNTY OF

ROUTE

CAR INITIAL SE

CAR No. 146669

NO. PACKAGES	SIZE	KIND	DESCRIPTION OF ARTICLES	WEIGHT	BBLS.	PRICE	AMOUNT	NET AMOUNT
			FLOUR					
2	48	COT	WHITERIBBON SR	96	½	6 60	3 30	
16	24	COT	WHITERIBBON SR-	384	2	6 80	13 60	
8	12	COT	SUPERIOR MEAL	96	½	4 95	2 48	
64	6	COT	SUPERIOR MEAL	384	2	5 40	10 80	30 18
			JUTED 2 TO BBL					
			PLUS 35¢ BBL EXTRA FOR JUTES					70
								30 88
			LOAD IN DOORWAY OF DELCHAMPS CAR					
			DO NOT STENCIL					

DRAFT THROUGH

BANK

CONTRACT 282

We hereby guarantee that the goods covered by this invoice were produced or manufactured in accordance with the Federal Child Labor Act of September 1, 1916.
THE SCOTT COUNTY MILLING CO.

SALESMAN GRH

TERMS OPEN MAIL CHECK

F. O. B. MOBILE

Help us secure quick adjustment of claims. Send us our R. R. receipt, also ORIGINAL expense bill. Claims for shortage or damage must have R. R. Agent's notation on freight bills showing number of packages short or damaged.

22

DEBIT MEMORANDUM

338 21

THE SCOTT COUNTY MILLING COMPANY

Mills—Sikeston, Oran, Dexter, Mo.

Sikeston, Mo., 8-30-29

TO Bayminette Feed Store Address Bayminette, Ala.

Gentlemen: We have this day Charged your Account as follows:

DESCRIPTION	AMOUNT	TOTAL
To Interest for 17 Days carried beyond the due Date on Draft #2940 of June 12 for $902.06 @ 8%	$	3.41

7/31/29

INVOICE No. 54714

DATE REC'D 8/3/29

THE SCOTT COUNTY MILLING CO.

MILLERS OF

HIGH-GRADE FLOUR, MEAL AND GRITS

MILLS AT SIKESTON, ORAN, DEXTER, MO.

GENERAL OFFICE: SIKESTON, MISSOURI

DUPLICATE INVOICE

192

SOLD TO BAYMINETTE FEED CO
BAYMINETTE ALA

MILL 8/6/29

CONSIGNED TO ORDER OF THE SCOTT COUNTY MILLING CO.

DESTINATION

STATE OF

COUNTY OF

NOTIFY BAYMINETTE FEED CO

AT MOBILE

STATE OF ALA

COUNTY OF

ROUTE FRISCO AT&N

CAR INITIAL SF

CAR No. 12916

No. PACKAGES	SIZE	KIND	DESCRIPTION OF ARTICLES	WEIGHT	BBLS.	PRICE	AMOUNT	NET AMOUNT
			FLOUR					
1	98	COT	WHITERIBBON PL	95	½	7 75	3 88	
4	48	COT	WHITERIBBON PL-	192	1	7 85	7 85	
16	24	COT	WHITERIBBON PL-	384	2	8 05	16 10	
1	98	COT	WHITERIBBON SR-	96	½	8 00	4 00	
4	48	COT	WHITERIBBON SR-	192	1	8 10	8 10	
48	24	COT	WHITERIBBON SR-	1152	6	8 30	49 80	
2	98	COT	SUPERIOR SR -	196	1	7 40	7 40	
12	48	COT	SUPERIOR SR -	576	3	7 60	22 80	
88	24	COT	SUPERIOR SR -	2112	11	7 80	85 80	
10	100	BRLP	SIFTED YELLOW POULTRY CHOPS	1008		2 60	26 00	
5	160	BRLP	WHITE OATS	800		65	16 25	
5	112	BRLP	YELLOW CORN	560		1 30	13 00	
10	100	BRLP	GRISTO SHORTS	1008		2 05	20 50	
5	100	BRLP	WHEAT BRAN	504		1 85	9 25	
								290 73

LOAD IN ONE END DELCHAMP CAR
STENCIL BAYMINETTE FEED CO BAYMINETTE ALA

DRAFT THROUGH

BANK

CONTRACT

We hereby guarantee that the goods covered by this invoice were produced or manufactured in accordance with the Federal Child Labor Act of September 1, 1916.
THE SCOTT COUNTY MILLING CO.

SALESMAN GRH

TERMS OPEN GRH TO COLLECT ON DELIVERY

F. O. B. M E

Help us secure quick adjustment of claims. Send us our R. R. receipt, also ORIGINAL expense bill. Claims for shortage or damage must have R. R. Agent's notation on freight bills showing number of packages short or damaged.

DATE REC'D 7/31/29 8/3/29

INVOICE No. 54714

THE SCOTT COUNTY MILLING CO.

MILLERS OF

HIGH-GRADE FLOUR, MEAL AND GRITS

MILLS AT SIKESTON, ORAN, DEXTER, MO.

GENERAL OFFICE: SIKESTON, MISSOURI

DUPLICATE INVOICE

192

SOLD TO BAYMINETTE FEED CO
BAYMINETTE ALA

MILL AUG 6 1929

CONSIGNED TO ORDER OF THE SCOTT COUNTY MILLING CO.

DESTINATION

STATE OF

COUNTY OF

NOTIFY BAYMINETTE FEED CO

AT MOBILE

STATE OF ALA

COUNTY OF

ROUTE FRISCO AT&N

CAR INITIAL SF

CAR NO. 129161

No. PACKAGES	SIZE	KIND	DESCRIPTION OF ARTICLES	WEIGHT	BBLS.	PRICE	AMOUNT	NET AMOUNT
4	96	COT	B&M CREAM MEAL	384	2	5 60	11 20	
16	24	COT	SUPERIOR MEAL	384	2	5 80	11 60	
32	12	COT	SUPERIOR MEAL	384	2	6 05	12 10	
4	96	COT	OS HG CORN MEAL	384	2	5 40	10 80	
16	24	COT	OS HG CORN MEAL	384	2	5 60	11 20	
32	12	COT	OS HG CORN MEAL	384	2	5 85	11 70	
1	96	COT	COARSE GRITS	96	½	5 60	2 80	
								71 40

DRAFT THROUGH

BANK

CONTRACT

We hereby guarantee that the goods covered by this invoice were produced or manufactured in accordance with the Federal Child Labor Act of September 1, 1916.
THE SCOTT COUNTY MILLING CO.

SALESMAN GRH

TERMS OPEN GRH TO COLLECT ON DELY

F. O. B. MOBILE

Help us secure quick adjustment of claims. Send us our R. R. receipt, also ORIGINAL expense bill. Claims for shortage or damage must have R. R. Agent's notation on freight bills showing number of packages short or damaged.

DATE REC'D '31/29 3/29

INVOICE No. 54714

THE SCOTT COUNTY MILLING CO.

MILLERS OF

HIGH-GRADE FLOUR, MEAL AND GRITS

MILLS AT SIKESTON, ORAN, DEXTER, MO.

GENERAL OFFICE: SIKESTON, MISSOURI

INVOICE RECORD

192

SOLD TO DELCHAMP GRO CO
MOBILE ALA

MILL

CONSIGNED TO ORDER OF THE SCOTT COUNTY MILLING CO.

DESTINATION

STATE OF

COUNTY OF

NOTIFY DELCHAMP GRO CO

AT MOBILE

STATE OF ALA

COUNTY OF

ROUTE FRISCO - AT&N

CAR INITIAL SE

CAR NO. T29161

No. PACKAGES	SIZE	KIND	DESCRIPTION OF ARTICLES	WEIGHT	BBLS.	PRICE	AMOUNT	NET AMOUNT
			FLOUR					
1	98	COT	WHITE RIBBON PL	98	½	6 95	3 48	
4	48	COT	WHITE RIBBON PL	192	1	7 05	7 05	
16	24	COT	WHITE RIBBON PL	384	2	7 25	14 50	
1	98	COT	WHITE RIBBON SR	98	½	7 20	3 60	
4	48	COT	WHITE RIBBON SR	192	1	7 30	7 30	
48	24	COT	WHITE RIBBON SR	1152	6	7 5	45 30	
2	98	COT	SUPERIOR SR FLOUR	196	1	6 60	6 60	
12	48	COT	SUPERIOR SR	576	3	6 70	20 10	
88	24	COT	SUPERIOR SR	2112	11	6 90	75 90	
10	100	BRLP	SIFTED YEL POULTRY CHOPS	1008		2 45	24 50	
5	160	BRLP	WHITE OATS	800		60	15 00	
5	112	BRLP	YELLOW CORN	560		1 26½	12 65	
10	100	BRLP	GRISTO SHORTS	1008		2 02	20 20	
5	100	BRLP	WHEAT BRAN	504		1 82	9 10	
								265 28

THIS ORDER ORIGINALLY INVOICED TO
BAYMINETTE FEED CO BAY MINETTE ALA

DRAFT THROUGH _____ BANK _____

CONTRACT _____

SALESMAN C R H COMMISSION _____

TERMS _____ F. O. B. MOBILE

Help us secure quick adjustment of claims. Send us our R. R. receipt, also ORIGINAL expense bill. Claims for shortage or damage must have R. R. Agent's notation on freight bills showing number of packages short or damaged.

DATE REC'D 7/31/29 8/3/29 8/19/29

INVOICE NO. 54714

THE SCOTT COUNTY MILLING CO.

MILLERS OF
HIGH-GRADE FLOUR, MEAL AND GRITS

MILLS AT SIKESTON, ORAN, DEXTER, MO.
GENERAL OFFICE: SIKESTON, MISSOURI

INVOICE RECORD

AUG 6 1929 192

SOLD TO DELCHAMP GRO CO
MOBILE ALA

CONSIGNED TO ORDER OF THE SCOTT COUNTY MILLING CO.

MILL A

DESTINATION

NOTIFY DELCHAMP GRO CO

STATE OF

COUNTY OF

AT MOBILE

ROUTE FRISCO - AT&N

STATE OF ALA

COUNTY OF

CAR INITIAL SF

CAR NO. 129161

KERAGE	NO. PACKAGES	SIZE	KIND	DESCRIPTION OF ARTICLES	WEIGHT	BBLS.	PRICE	AMOUNT	NET AMOUNT
	4	96	COT	B&M CREAM MEAL	384	2	4 85	9 70	
	16	24	COT	SUPERIOR CREAM MEAL	384	2	4 95	9 90	
	32	12	COT	SUPERIOR MEAL	384	2	5 20	10 40	
	4	96	COT	OS HG CORN MEAL	384	2	4 65	9 30	
	16	24	COT	OS HG CORN MEAL	384	2	4 85	9 70	
	32	12	COT	OS HG CORN MEAL	384	2	5 10	10 20	
	1	96	COT	COARSE GRITS	96	½	4 85	2 43	
	THIS ORDER ORIGINALLY INVOICED TO BAYMINETTE FEED CO BAY MINETTE ALA								61 63

DRAFT THROUGH _____ BANK _____

CONTRACT _____

SALESMAN GRH COMMISSION _____

TERMS _____ F. O. B. MOBILE

Help us secure quick adjustment of claims. Send us our R. R. receipt, also ORIGINAL expense bill. Claims for shortage or damage must have R. R. Agent's notation on freight bills showing number of packages short or damaged.

"A"

Gentlemen of the jury, when a merchant sells other than in the due course of trade his stock of goods in bulk or substantially in bulk, and sale is made so to his creditors, unless he 5 days before the sale, shall have made a full and detailed inventory, showing the quantity, and as far as can be done by the exercise of due diligence, the cost price to him of each article sold; and the purchaser shall have in good faith made full and explicit demand of the seller for the name, place of residence and business and post office address of each of his creditors and the amount due each and to which demand the seller shall have made full and

(2)

"A"

truth for written answers under oath and the purchaser thereby here in good faith satisfied by regularly mailed copy of the billers auditors of whom he has knowledge and with the general reasonable diligence could have acquired knowledge of the profound fact and this does free of the merchandise profound to be sold, and of the price to be paid therefor by the profound purchaser.

B

Gentlemen of the jury, if you believe from the evidence that the defendant made a sale of his stock of goods in bulk or substantially in bulk, at a time when he was indebted to the plaintiff for some of said stock, then said sale would be void as to the plaintiff, unless you further find from the evidence that five days before the sale, the defendant made a full and detailed inventory of said stock of goods showing the quantity, and so far as can be done by the exervise of due diligence the cost price to him of each article sold; and the purchaser shall have in good faith, made full and explicit demand of the seller for the name, place of residence and business and post office address of each of his creditors and the sum due each and to which demand the seller shall have made full and truthful written answers under oath and the purchaser shall have in good faith notified by registered mail each of the sellers creditors of whom he has knowledge or which the exercise of reasonable diligence could have acquired knowledge of the proposed sale and of the cost price of the merchandise proposed to be sold, and of the price to be paid therefor by the proposed purchaser.

Refused
F. W. Hare
Judge

Gentlemen of the jury, if you find from the evidence that the Bay Minette Feed Store was owned and operated by the defendant Captain Joseph Pose, and that he had authorized one Dodhdrill to operate or conduct the business of the Bay Minette Feed Store for him, and that while so operating said Bay Minette Feed Store thru said ~~Dodhdrill~~ Daugherty, certain goods were ordered by said Daugherty for said Bay Minette Feed Store from the plaintiff, and that the plaintiff promptly sent said goods to said ~~Dodhdrill~~ Daugherty for said Bay Minette Feed Store, then the defendant would be liable to the plaintiff for the price of the goods agreed upon as per the order.

Refused — Judge.

Refused

If the jury believe from the evidence that Joseph Pose had placed one ~~Dodhrill~~ in charge of the Bay Minette Feed Store and that the said Pose was the owner of said Feed Store, and that he had authorized said Dodrill to order goods from the plaintiff, and that while the said ~~Dodhrill~~ had such authority from said Pose, that he did order goods from the plaintiff, and that after said goods had been so ordered by Dodhrill, the said Pose sold or transferred the Bay Minette Feed Store or his interest therein to said Dodhrill, the said Pose would still be liable to plaintiff for the agreed price of the goods, if plaintiff promptly delivered them to the carrier for transportation to the said Bay Minette Feed Store.

Refused

Judge.

LAW OFFICES
RICKARBY & COBB
ROBERTSDALE, ALA.

August 25th, 1931

Mr. Thomas W. Richerson
Clerk of the Circuit Court
Bay Minette, Alabama

Dear Sir:

SCOTT COUNTY MILLING COMPANY VS POSE: Will you kindly look in the Court file in this case and send me the plea that I filed in the original suit? In some way I have mislaid my office file and I wish to copy this to file in the new suit.

For this accept thanks in advance.

Sincerely,

Elliott G. Rickarby.

R:F
76

No. 9055,

SCOTT COUNTY MILLING COMPANY

PLAINTIFF

VS.

JOSEPH ~~P~~POSE ET AL,

DEFENDANT

IN THE CIRCUIT COURT

OF BALDWIN COUNTY, ALABAMA

AT LAW.

****

Comes the plaintiff in the above entitled cause and for replication to pleas of defendant heretofore filed, ~~XXXX~~ plaintiff denies the correctness thereof and joins issue on same.

J.G. Bennett and J. A. Moore

Attorneys for Plaintiff

February 5th, 1930

RECORDED

5

Reviewed Oct' 2000

Transcribed for Internet

by Jennifer and Rebecca

Jean de Rosa

Stephanie Cotter and Grandfather Angus are home

for Halloween so there was enough remaining time after

dinner and Stephanie and Angus drained other cars

Rebecca Lane

DEPARTURE

Robert Frank Bugbee Jr'

42°

ARRIVAL

Robert Cochran Bugbee

Mc' 2000'

TO TRAIL

TO STEPHEN COCHRAN' TRAILER

IN THE CIRCLE DRIVE

January 16, 1930.

SCOTT COUNTY MILLING COMPANY, A CORPORATION, organized under the Laws of the State of Missouri,	)	IN THE CIRCUIT COURT
Plaintiff	)	OF
VS	)	MOBILE COUNTY, ALA.
CAPTAIN JOE POSE, INDIVIDUALLY AND DOING BUSINESS AS "BAY MINETTE FEED STORE"	)	

I hereby accept service of a copy of the answers to interrogatories propounded by the Defendant to the Plaintiff in the above styled cause.

E. G. Pokorny Jr.
ATTORNEY FOR DEFENDANT.

Filed Jan 17/930
R. Whitemarsh
Clerk

SCOTT COUNTY MILLING CO.
A CORPORATION

PLAINTIFF

VS

Capt. Joe Pose, individually &
doing business as Bay Minette
Feed Store,

DEFENDANT

IN THE CIRCUIT COURT

OF

BALDWIN COUNTY, ALA.

No. 9055

Comes the Plaintiff in the above entitled cause and moves the Court to set aside its judgement of order heretofore made on April 13, 1931 dismissing this suit for want of prosecution on the following grounds:

The Plaintiff respectfully represents to this Honorable Court that it is a non resident of the State of Alabama and a resident of the State of Missouri far away from the domicile of this Court and that it is represented by Counsel who do not reside at the domicile of this Court but who reside in the City of Mobile, Mobile County, Alabama, and neither the Plaintiff nor its counsel were notified that this case had been set for a hearing or trial on said 13th day of April, 1931, and that heretofore the Clerk of this Court had always notified the Counsel for the Plaintiff of the setting by sending the calendar of this Court to them and that there had always been an understanding between Counsel for Plaintiff and the Clerk of this Court that said Counsel would be duly notified when this case was set for hearing and that on account of some cause unknown to the Counsel for the Plaintiff no notice was ever given Counsel for the Plaintiff that this cause was set for trial on April 13, 1931.

That at the former setting of this case prior to April 13, 1931 that Counsel for Plaintiff was present in Court when said case was called and announced ready for trial and urgently insisted on a trial of this cause at that time but that said cause was continued on account of some cause that made it inconvenient to the Defendant at that time to try the case.

Copy recorded in Judgment Book 27-1931

That Counsel for Plaintiff has always been diligent in preparing this case for trial and have always been ready for trial at all times and that on two occasions prior to this dismissal when this cause was set on the calendar of this Court for trial the cause had been continued at the insistance of the Defendant.

In view of these facts the Plaintiff respectfully moves this Court to set aside its order of dismissal and restore this cause for trial on the docket of this Court.

D. P. Moore

J. G. Bennett

Attorneys for Plaintiff.

STATE OF ALABAMA,)
COUNTY OF MOBILE, (

Before me, Alma McElroy, a Notary Public in and for the above State and County personally appeared D. P. Moore and J. G. Bennett who being by me first duly sworn deposes and says that they are the Attorneys for the Plaintiff in the foregoing cause; that the statements made in the above motion are true and correct.

J. G. Bennett

D. P. Moore

Subscribed and sworn to before me
this 26th day of June, 1931.
Alma McElroy
Notary Public, Mobile County, Ala.

RECORDED

Motion to Dismiss

Filed June 27th 1931
T W Blackmon
Clerk

SCOTT COUNTY MILLING COMPANY A CORPORATION, Plaintiff	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA--AT LAW
vs.	
CAPTAIN JOE POSE INDIVIDUALLY AND DOING BUSINESS AS BAY MINETTE FEED STORE, Defendant	

SUPPLEMENTAL ANSWERS
BY PLAINTIFF TO INTERROGATORIES PROPOUNDED BY
THE DEFENDANT FROM 9 to I6 inclusive.

The defendant having filed his motion in this court requiring the plaintiff to answer interrogatories 9 to I6 inclusive more fully, for further answer to said interrogatories, plaintiff says as follows:

9th.

Plaintiff now attaches to this further answer to interrogatory number 9, a copy of trade acceptance covering invoice No. 54I54, that was in the possession of our attorney J.G.Bennet at the time of answering this interrogatory, also a copy of letter inquired about

IO

Pose never did inform Hollinger that he was no longer interested in the Bay Minette Feed Store, but after all these transactions had occured on which the suit is based, merely told Hollinger that he had turned the business over to Daughdrill.
Pose never did refuse to accept any goods or refuse to be responsible for them. Hollinger never did by the phone conversation you inquire about between him and Daughdrill, ever state that he would relieve Capt. Joe Pose of Libaility or give Daughdrill credit in his stead. This conversation was after the goods were sold and delivered for which this suit is about, and then it was that Hollinger told Daughdrill that if all the debts were paid he would reccommend Daughdrill to the plaintiff for credit.
It is understood that Hollinger made Daughdrill a personal loan of $75.00 and had done this often before, and it has nothing to do with this suit.

It was quite a while after the last order was placed that Captain Joseph Pose informed Mr. Hollinger that he had turned over the business of the Bay Minette Feed Store to Mr. Daughdrill.

Captain Pose did not refuse to accept the goods and did not say he would not be responsible for them if delivered.

Mr. Daughdrill knew by experience in previous dealings with the company in which he acted for the Bay Minette Feed Store, and by understandings and agreements he and Pose had had with the plaintiff company, that the acceptance of the previous car

had to be paid before the Bay Minette Feed Store could get car 54157 inquired about. So in the conversation inquired about, Hollinger told Daughdrill that he would have to pay up the past due acceptance which was at the bank before the bank would give him the bill of lading on the car in question for the Bay Minette Feed Store.

Daughdrill amd Hollinger had many conversations, but Hollinger never did in any conversation with Daughdrill, tell Daughdrill that the Scott County Milling Company or that Hollinger would give him credit instead of Pose. Hollinger never had any such authority and Pose and Daughdrill both well knew that Hollinger never had any such authority as previous dealings had learned them this fact. It was understood in the beginning and during all dealings of the Scott County Milling Company with Captain Joe Pose and his store--the Bay Minette Feed Store, that Hollinger's authority was limited entirely to selling the goods, and as to how payment was to be made for the goods and matters of credit, the Scott County Milling Company directed as to these matters.

When Pose did mention to Hollinger that he had turned over the busines of the Bay Minette Feed Store to Daughdrill, Hollinger told Pose that all debts had to be paid before the company would have any dalings with Daughdrill.

Hollinger did tell Daughdrill that after all debts of the Bay Minette Feed Store had been paid in full that he would reccommend to the company to give him the same line of credit that the company had given Pose.

The company understands that Hollinger did make Daughdrill a personal loan, but the Scott County Milling Company had nothing to do with this.

II

Daughdrill, acting for Captain Pose and the Bay Minette Feed Store, was compelled to take up an acceptance or a draft for a previous invoice before he could sign an acceptance for invoice 54157 as the Scott County Milling Company required this. Captain Pose instructed his agent the Baldwin County Bank to turn over the acceptance with bill of lading so that the goods could be delivered.

I2

Pose never did inform Hollinger that he was not responsible for the debts of the Bay Minette Feed Store. The acceptance inquired about was signed before Captain Pose had told Hollinger that he had turned the business over to Daughdrill.

I3

Pose could not withdraw from the business until the debts were paid. Hollinger did not know that Pose had withdrawn from the business when Daughdrill accepted and took over the goods covered by invoice 54157. Hollinger only acted as a salesman in these transactions and had no right or authority to arrange credits. In all of these transactions Mr. Hollinger's duties were at an end when he secured the orders. As to all details of handling and deliver of the goods and payments for the goods, these matters were handled by the bank as agent for Pose with the Scott County Milling Company, plaintiff in this suit.

I4

Wehn Captain Pose told him, which was after these transactions.

I5.

Part of a car (54714) was refused by the Defendant, and as the market had declined, was resold by the plaintiff to D Delchamp at a, loss and the Scott County Milling Company issued Delchamp an invoice covering the market value at the time of resale.

Hollinger has never had any instructions from Capt. Joe Pose to tell the Scott County Milling Company that he was out of the business of the Bay Minette Feed Store, and therefore he did not know at the time inquired about, and does not know yet, that Captain Joe Pose is out of the business of the Bay Minette Feed Store.

The defendant did not order as much as a whole car in this instance, and as just a part of a car was ordered, it was necessary to ship "Open to C. R. Hollinger to collect on delivery", or ship from the mills to Bay Minette by local freight, in which instance the local freight would be too much.

I6

Captain Pose did not handle these matters in person, but had them handled by his agents Mr Daughdrill and the bank. Demand was not made on Pose as he never handled these matters in person. This interrogatory is fully answered in previous interrogatories.

L R Bowman

Secretary of Scott County Milling Co.
A Corporation. organized under the Laws of the State of Missouri.

State of Missouri,
County of Scott,

Before me, B Forrester, a Notary Public in and for said County in said State, personally appeared L. R. Bowman who is known to me, who being by me first duly sworn deposes and says that he is the Secretary of the Scott County Milling Company, a Corporation, organized under the Laws of the State of Missouri, the Plaintiff in the above captioned cause; that on behalf of the corporation has made the answers to the above and foregoing interrogatories; that the said answers are such as have been furnished him by Mr. G. R. Hollinger, the representative for the Scott County Milling Company in the Mobile, Alabama, district; that said answers are based upon information and belief and that he believes the same to be true and correct in every respect.

B Forrester (SEAL)

Subscribed and sworn to before me this 24 day of February, 1930.

Service accepted by E. S. Pickering Jr. attorney for Def. Feb 24 1930

NOTARY PUBLIC SCOTT COUNTY MO.

SCOTT COUNTY MILLING COMPANY Plaintiff vs. ~~JOEXXXXXX~~ JOE POSE, et al, Defendant	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA AT LAW.

****

INTERROGATORIES PROPOUNDED BY PLAINTIFF TO DEFENDANT UNDER THE PROVISIONS OF THE CODE.

Ist.

Prior to and subsequent to May 28th 1929, state what were your business connections and legal relations if any, with the BAY MINETTE FEED STORE, Bay Minette, Alabama?

2nd.

Was the Bay Minette Feed Store incorporated, and if not, was it a partnership, and if not a partnership, were you the sole owner, and if you were not the sole owner, state if you know who was the sole owner, or who were the owners during the period of time inquired about in interrogatory number One.

3rd.

Regardless of whether said store was incorporated of a partnership or who were the owners, state in detail, giving dates, what duties you performed or what services you rendered in person to said store or in connection with said store during the period of time inquired about in previous interrogatories?

4th.

Did you operate or conduct the business of said store in person, and if not who did conduct the business of said store, during the period of time referred to?

5th.

Was a Mr. Daughdrill connected with said store in any way at any time during the period inquired about, and if so, state with dates and details, what were his relations with said store and with you and what duties he performed?

6th.

Was Daughdrill a partner in said feed store, and if so, attach a copy of the articles or agreement of partnership to your answer to this interrogatory?

7th.

If Daughdrill was not a partner in said feed store, state, whether or not he acted as general agent for the store during the period inquired about, or whether he acted under specific instructions in each case where he purchased goods for the store?

8th.

If you have ever purchased any goods for the store or had anything to do with the ordering of goods or accepting shipments to the store, state, when and where, and from whom the good were ordered or bought during the period of time inquired about, and also those ordered or bought from plaintiff?

I0

If you were a partner in the said feed store at any time during the period inquired about, state if there has been any change or dissolution of the partnership, and if so, when and where did it take place, attaching copies of such dissolution or change in ownership?

II

If you were the sole owner of said BAY MINETTE FEED STORE, state if you have transferred your ownership or interest, and if so, to whom, when, where, attachinng copies of such transfers?

I2

Whether a partner or sole owner, if there was a change in the ownershop or partnership, state what notice you gave to creditors or those selling goods to the store, whether in the newspapers or in person or by letter, attaching copies of letters. Give dates of such notice, and if such notice was verbal, state to whom given, and when and where?

I3

If you gave any notice to the plaintiff, state, when, where and to whom you gave the notice of the change in ownership or change in partnership or change in managment?

I4

State what notice you gave, if any, to plaintiff as to your business connections or relations with Mr. Daughdrill and the change in such relations, if there was a change at any time during the dates of the charges in the statement sued on, covering the entire period of time?

I5

Do you know the dates the goods were delivered to Bay Minette Feed Store or to Mr. Daughdrill as identified by the statement sued on as May 28th, July 29th, August 6th, August I9th, July I5th August 30, I929? State your knowledge in detail about each shipment as to when received by Daughdrill or the feed store?

I6

Do you know the date when Mr. Daughdrill commenced relations of any kind with the Bay Minette Feed Store and with you, whether as employee of you or the Feed Store or whether as partner, and the date when the relation came to an end? If you know state all details?

I7

When have you last seen Mr. Daughdrill and at what place?

I8

Do you know of your own personal knowledge when the various shipments sued for in this case were ordered, and if so by whom were they ordered?

I9th

Were you at the Bay Minette Feed Store when these shipments were delivered to Bay Minette Feed Store or Daughdrill or when the trade acceptances were received?

Attach copies of all correspondence bewween yourself and Bay Minette Feed Store showing the business relations between yourself and that store and between yourself and Daughdrill in connection with said stoee? Also all records of accounts showing compensation paid Daughdrill that shows his employment or nature thereof.

& D Moore

STATE OF ALABAMA
MOBILE COUNTY

BEFORE ME the undersigned authority, personally appeared D. P. Moore, who being by me first duly sworn, deposes and says on oath that he is of counsel for the plaintiff in the above entitled cause, and that the answers to the foregoing interrogatories, if well and truly made, will be material and pertinent evidence for the plaintiff in said cause.

D Moore

Subscribed and sworn to before me this the 2nd day of January 1930..

G L Kimpel

NOTARY PUBLIC, MOBILE COUNTY, ALABAMA

SCOTT COUNTY MILLING
COMPANY

PLAINTIFF

VS.

CAPT. JOSE. POSE ET ALS?

DEFENDANT

INTERROGATORIES PROPOUNDED BY

THE PLAINTIFF TO THE DEFENDANT

Filed this the 4th day of

January 1930..

D. W. Richmond

I hereby accept service of
the foregoing interrogatories-
Jan. 2 1929

C. G. Richards Jr.

Attorney for Defendant

SCOTT COUNTY MILLING COMPANY, Plaintiff,	No. 9055
VS	LAW,
JOE POSE, ET AL., Defendant.	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA.

STATE OF ALABAMA,

BALDWIN COUNTY.

Before me, the undersigned authority, personally appeared Elliott G. Rickarby, who being sworn, says that he is of counsel for Joseph Pose, the defendant above named; that said Joseph Pose is at present out of the State, and hence, unable to make this affidavit in person, but that affiant is informed and believes and on such information states that the account upon which this suit is based is not due from said defendant, Joseph Pose, with the exception of the first item of said account, dated May 28, 1929, and being for Thirty and eighty-eight one-hundredths Dollars, and that aside from this item, which the defendant is willing and ready to pay, said defendant owes no portion of the said account.

Elliott G. Rickarby

Subscribed and sworn to before me this the 27th day of November 1929.

T. J. Richerson

Clerk Circuit Court of Baldwin County.

RECORDED

No 9055.

L A W .

SCOTT COUNTY MILLING CO.
Ptff.

vs

JOE ROSE, et al
Deft.

AFFIDAVIT DENYING CORRECTNESS
OF VERIFIED ACCOUNT.

Filed Nov 7/1929
Jas Richardson
Clerk

E. G. RICHARDY, JR
E.G. RICHARDY,
Attys

STATE OF ALABAMA,)

MOBILE COUNTY.)

Before me, Frances E. Stevens , a Notary Public in and for said State and County personally appeared Joseph Pose who being by me first duly sworn deposes and says on information and belief that he denies the correctnessof the sworn account filed with the complaint and that he does not owe items two, three, four, seven and eight and that all the money owed on said account is an item of $30.88 and listed as on May 28, 1928.

Joseph Pose

Sworn and subscribed before me on this the 17th day of December - 1929 -

Frances E. Stevens
Notary Public, Mobile County, Alabama.

3

LAW. RECORDED

SCOTT COUNTY MILLING CO.,
Plaintiff.

VS

JOE POSE,
Defendant.

AFFIDAVIT DENYING ACCOUNT.

Filed Dec 19th 1929
T. W. Richmon
Clerk.

E. C. RICKARBY, JR.
Attorney.

AFFIDAVIT TO ACCOUNT

STATE OF MISSOURI,
COUNTY OF SCOTT,

Before me, A. H. Johnson, a Notary Public in and for said State and County, personally appeared Edna Freeman who being by me first duly sworn, on her oath, deposes and says that she is the bookkeeper for the Scott County Milling Company, a Corporation, organized under the Laws of the State of Missouri; that she has personal knowledge of the annexed account in favor of the said Scott County Milling Company, a Corporation and against the Bay Minette Feed Store (Captain Joe Pose); that said account is correct, due and unpaid, that there are no credits that should be given that have not been given; that there are no setoffs or counter claims that should be allowed; that the sum of Eight Hundred Forty-nine and 97/100 ($849.97) is justly due and unpaid.

Edna Freeman (SEAL)
Bookkeeper for Scott County Milling Compamy organized under the Laws of the State of Missouri.

Subscribed and sworn to before me on this 7th day of October, 1929.

A H Johnson
NOTARY PUBLIC ~~MOBILE COUNTY, ALABAMA.~~
SCOTT COUNTY, MISSOURI.

Original

SCOTT COUNTY MILLING COMPANY, A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF MISSOURI, PLAINTIFF	IN THE CIRCUIR COURT
VS	OF
CAPT. JOE POSE, individually and DOING BUSINESS AS BAY MINETTE FEED STORE, DEFENDANT	Baldwin ~~MOBILE~~ COUNTY, ALABAMA

*1-

The Plaintiff claims of the Defendant Eight Hundred Forty-nine and 97/100 ($849.97) Dollars, due from him by account on, to-wit, August 30, 1929, which sum of money with interest thereon is still due and unpaid.

-2-

The Plaintiff claims of the Defendant Eight Hundred Forty-nine and 97/100 ($849.97) Dollars, due from him for merchandise, goods and chattels sold by the Plaintiff to the Defendant at divers times on and between the dates of May 28, 1929 and August 30, 1929, which sum of money with interest thereon is still due and unpaid.

-3-

The Plaintiff claims of the Defendant Eight Hundred Forty-nine and 97/100 ($849.97) Dollars, due from him by account stated between the Plaintiff and Defendant on August 30, 1929, which sum of money with interest thereon is still due and unpaid.

The account sued on is verified by itemized statements and affidavit filed with this complaint.

J.G. Bennett, and

ATTORNEYS FOR PLAINTIFF

Capt. Pose can be found at
Steamer Josie on water front, Mobile, Ala.

Records of Stephens Co.
Captain Pose Defendant is said to
reside in Baldwin County
Mount Dauphin, Ala.

Filed Oct 25/1929
T. C. Wilkinson
Clk

The State of Alabama
Baldwin County

CIRCUIT COURT--LAW SIDE

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon

Capt. Joe Pose ,individually and doing business as
Bay Minette Feed Store ,

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 the same, then and there to answer the complaint of

Scott/Milling County Milling Company,a corporation organized under the laws of the State of Missouri.

Witness my hand, this 25th day of October 1929

T. O. Richerson, Clerk.

COMPLAINT

Received in office day of

19

.....

Sheriff of ..... County, Ala.

Executed by serving 12 copies of the within Summons and Complaint on the within named defendants

.....

.....

Defendant

This the 26th day of Oct 19 29

O Irwin

Sheriff of Baldwin County, Ala.

By M H McKenzie

Deputy Sheriff.

11/1/29

Ck 20.00 M Cost

RECORDED

Original

No.

Scott County Milling Company, a corporation organized under the State of Missouri

VS.

Capt. Joe Pose, individually and doing business as Bay Minette Feed Store.

IN CIRCUIT COURT OF BALDWIN COUNTY

SUMMONS AND COMPLAINT

Filed in office this 25th day of October A. D. 19 29/

T M Reinecke Clerk.

J G Reinecke

D M Moore, Plaintiff's Attorney.

Moore Printing Co. :::: Bay Minette, Ala.

Cr 25.00 on acct

SCOTT COUNTY MILLING COMPANY, A CORPORATION, organized under the Laws of the State of Missouri, PLAINTIFF	)	IN THE CIRCUIT COURT
VS	)	OF
CAPTAIN JOE POSE, INDIVIDUALLY AND DOING BUSINESS AS "BAY MINETTE FEED STORE", DEFENDANT	)	BALDWIN COUNTY, ALA.

ANSWERS TO INTERROGATORIES PROPOUNDED BY THE DEFENDANT TO THE PLAINTIFF

1. Our order No. 52325, ordered through Mr. G. R. Hollinger, May 21, 1929, shipped on May 29, 1929.

Our order No. 54714, ordered through Mr. Hollinger on July 31, 1929, shipped on August 6, 1929.

Our order No. 54157, ordered through Mr. Hollinger on July 8, 1929, shipped July 15, 1929.

2. (A) Our representative, G. R. Hollinger

(B)

#3. (A) Order No. 52325 invoiced to Bay Minette Feed Store, but shipped to Mobile, Alabama, in a car consigned to Delchamp Grocery Company.

Order No. 54714 handed in same manner as above.

Order No. 54157 invoiced and shipped direct to Bay Minette Feed Store, Bay Minette, Alabama.

(B) Orders No. 52325 and 54714 shipped open, and order No. 54157 shipped on 30 days acceptance terms; the bill of lading and draft being sent to Baldwin County Bank of Bay Minette, Alabama.

4. A About one year.

B Mr. G. R. Hollinger.

C Yes

D. Mr. Hollinger says first order by Capt. Joe Pose; Remainder of orders given by Mr. Daughdrill per instructions from Capt. Joe Pose.

E. Yes.

5. Mr. Hollinger was in direct contact as our sales' representative. Mr. Hollinger's capacity with this company does not carry the authority to extend credit. When our relations were first established with the Bay Minette Feed Store, Mr. Hollinger wrote us that his friend, Capt. Joe Pose was starting a feed business at Bay Minette and wished to buy from us on thirty days' terms. Our Credit Department, having found Capt. Pose to be a man of good standing, as well as reliable financially, authorized the extension of thirty days' terms on a car at a time and all shipments to the Bay Minette Feed Store were made on the strength of the financial and moral standing of Capt Pose.

6. All orders were given us through Mr. Hollinger. We shipped either open or on 30 days acceptance terms. Goods shipped on 30 days acceptance terms were not released until acceptance covering previous shipments had been paid and bill of lading not delivered until acceptance had been properly signed.

7. When the Bay Minette Feed Store placed their signature on each 30 days acceptance, they then were entitled to and received the shippers order bill of lading attached to the trade acceptance. Invoices No. 52325 and No. 54714 were shipped open, since they were shipped in a car consigned to Delchamp Grocery Company, Mobile, Alabama, and not to Bay Minette Feed Store proper.

8. All dealings with the Bay Minette Feed Store were handled by Mr. Hollinger.

9. Copy of trade acceptance covering our invoice No. 54157 attached hereto. (Letter mentioned evidently attached to original draft now in possession of J. G. Bennett)

10. We do not know, having never personally met Capt. Pose or Mr. Daughdrill. If Mr. Hollinger told Mr. Daughdrill that he would extend the same line of credit as he did Capt. Pose, the statement was made subject to the approval of the home office. We could not afford

to delegate to our traveling representative the authority to extend credit. Such a policy would be very hurtful to the best interests of the company and would be a departure from the usual method of handling any business. We do not know of any loans Mr. Hollinger has made to Mr. Daughdrill.

11. Do not know.

12. Do not know. We would not have made shipment if we had known that Capt. Joe Pose was not interested in the business.

13. Do not know. Do not think so. It was not known at the home office. The home office authorized the extension of credit on the strength of Capt. Pose's name. We know nothing of Mr. Hollinger's personal relations with Mr. Daughdrill.

14. Cannot Answer.

+ L R Bowman
SECRETARY, THE SCOTT COUNTY MILLING COMPANY

STATE OF MISSOURI,

COUNTY OF SCOTT,

Before me, B. Forrester,

a Notary Public in said County and State, personally appeared, L. R. Bowman, who is known to me, who being by me first duly sworn deposes and says that he is the Secretary of the Scott County Milling Company, a Corporation organized under the Laws of the State of Missouri, the Plaintiff in the above caption cause; that on behalf of the Corporation he has made the answers to the above and foregoing interrogatories; that the said answers are true and correct in every respect.

X L R Bowman (SEAL)

Subscribed and sworn to
before me this 13 day of
January, 1930.

B Forrester
NOTARY PUBLIC, SCOTT COUNTY, MO.

SCOTT COUNTY MILLING CO. Plaintiff.	)	LAW
vs	)	IN THE CIRCUIT COURT OF
JOE POSE, et al, Defendant.	)	BALDWIN COUNTY, ALABAMA.

INTERROGATORIES PROPOUNDED BY DEFENDANT TO PLAINTIFF.

1. Please give the several dates the goods included in the account sued on were ordered and by whom.

2. Who solicited the order in each case? Who gave the order and to whom was each delivery made?

3. To whom were the goods consigned when they were shipped? To whom were the bills of lading sent? Were they not sent to the Baldwin County Bank of Bay Minette?

4. How long had the Bay Minette Feed Store been buying goods from Plaintiff? What agent of Plaintiff handled these sales? Were the orders for the various items of merchandise mentioned in the account secured by Mr. Hollinger? If not, by whom were they secured? What representative of the Bay Minette Feed Store placed these orders? Was Mr. Hollinger still the agent of Plaintiff in July, 1929?

5. Did any representative of Plaintiff besides Mr. Hollinger ~~has~~ have any dealings with either Daughdrill or Pose about any of the transactions involved in this suit? If so, who and what was the nature of the transactions?

6. Is it not a fact that when an order was given plaintiff for merchandise that this order was placed through Plaintiff's agent, Mr. Hollinger, who would send it in to Plaintiff who would ship the goods to its own order at Bay Minette and that these goods would not be delivered to the Bay Minette Feed Store until after the acceptance for the previous order had been paid?

7. Was not the bill of lading for each shipment held in the Baldwin County Bank or some other Bank until the Bay Minette Feed Store accepted a draft or signed a thirty day trade acceptance and then and then only was the car or the goods turned over to the Feed Store? If this was not the way the matter was handled please state exactly the method that was used for the shipments here sued for.

8. Did not all dealings with the Defendant take place only between Capt. Pose or Mr. Daughdrill on the one hand and Plaintiff's representative, Mr. Hollinger, on the other? Were these dealings verbal or in writing? If in writing attach copies of all correspondence also copies of all correspondence that took place between Plaintiff's home office and the Defendants.

9. Attach a copy of the trade acceptance or draft that was signed by the Bay Minette Feed Store in order to secure delivery of the goods covered by Invoice No. 54157, also copy of the letter written by Plaintiff to the Bank enclosing bill of lading for this shipment. When was this bill of lading mailed to the Bank and when was

it taken up by the representative of the Bay Minette Feed Store?

10. When and where did Pose inform Hollinger that he was no longer interested in the Bay Minette Feed Store and that he, Pose, had turned the business over to Daughdrill who would run it for his own account in future? Did Pose not flatly refuse to accept the goods or to be responsible for them if delivered? Was it not on this occasion that Hollinger called up Daughdrill by long distance telephone in Pose's presence? Did not Hollinger in this conversation tell Daughdrill in effect to take up the draft or acceptance covering Invoice No. 54157 and that if he would go on with the business, he could do well at it and that he, Hollinger, would stand behind him and give him the same line of credit he had given Pose? Did not Hollinger shortly after this lend Daughdrill seventy-five dollars or some such sum? State just what was said to Daughdrill on this occasion if the above is not in accordance with the facts.

11. Did not Daughdrill shortly after this conversation take up an acceptance or a draft for a previous invoice and then sign the acceptance or accept Plaintiff's draft for Invoice No. 54157 which put him in possession of the bill of lading and the goods covered by this invoice?

12. Was not this acceptance signed by Daughdrill after Pose had informed Hollinger that he was no longer in the Bay Minette Feed Store or responsible for its debts?

13. At the time when Daughdrill accepted and took over the goods covered by Invoice No. 54157 did not Hollinger know that Pose had withdrawn from the business? Did Hollinger at that time have any information as to Daughdrill that would lead him to change his opinion as to Daughdrill's ability or integrity from that he had when he first recommended Daughdrill to Pose?

14. When did Hollinger first find out that Daughdrill could not be relied upon?

15. At the time that the goods covered by Invoice No. 54714 were ordered did Hollinger know that Pose was out of the Feed Store? Why were these goods send "Open to G. R. Hollinger to collect on delivery" instead of on a thirty day acceptance?

16. When, if at all was notice given Pose of the arrival of the goods covered by Invoice No. 54714? Was demand made on Pose to accept them? If so and he refused what was then done? If you say that they were resold, state by whom and to whom.

E. G. Pickarby Jr.
Attorneys for Defendant.

STATE OF ALABAMA

MOBILE COUNTY.

Before me the undersigned notary personally appeared E. G. Rickarby, Jr. who being sworn says that he is of counsel for Joseph Pose, Defendant in the above styled cause and that he believes that the answers of the Plaintiff to the foregoing interrogatories, if true, will be meterial evidence for the said Defendant.

E. G. Pickarby Jr.
Attorneys for Defendant.

Thurd Subscribed and sworn to before me this the day of ~~December~~ 1929.

Frances E. Stevens
Notary Public, Mobile County, Alabama.

Mobile, Alabama.

December 5, 1929.

We hereby acknowledge receipt of a copy of the foregoing interrogatories and waive further notice of the filing of same.

L. Moore
12-5-1929

Of Counsel for Plaintiff.

SCOTT COUNTY MILLING COMPANY Plaintiff,	NO. 9055
VS	LAW,
JOE POSE, ET AL., Defendant	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA.

The defendant, Joe Pose, for plea to each count of the complaint says:

1. That he is not indebted to the plaintiff in manner and form as alleged.

2. The defendant demands a trial by Jury.

E. B. Rintoul Jr.
E. B. Rintoul

Attorneys for Defendant, Joe Pose.

No 9055. RECORDED
L A W.

SCOTT COUNTY MILLING CO.
Plaintiff.

vs

JOE POSEY, et al.
Defendant.

PLEA OF GENERAL ISSUE
and
DEMAND FOR JURY TRIAL.

Filed Nov 7/22
O V Reddick
Clerk

B. G. MCKARBY, Jr.
E. C. MCKARBY,
ATTYS FOR PTFF.

2nd Interrogatory

a) During the period of this account sued on and prior thereto covering all dealings with the plaintiff and the defendant, what the duties and authority of Mr. C. R. Hollinger in representing the plaintiff and in all dealings with the defendant in connection with business transactions between plaintiff and the defendant?

b) Did Mr. Hollinger have authority to allow credit to those buying from the plaintiff?

c) Were arrangements for credit allowed the Bay Minette Feed Store and Capt. Joseph Pose made with Mr. R. C. Hollinger or with yourself or some other person acting for the Plaintiff?

d) With whom did the Bay Minette Feed Store and Capt. Joseph Pose make credit arrangements with your company?

e) State all facts and details showing when, how and what credit arrangements that were made with plaintiff and defendant prior to and during the period of time covered by all business transactions between the parties to this suit?

f) State the facts that induced the plaintiff to allow Capt Joseph Pose credit in connection with his operation of the Bay Minette Feed Store, during the period inquired about?

g) Did the plaintiff its agents, servants, officers or employees ever at any time allow credit to one Daughdrill?

h) Did the plaintiff, its officers, agents, servants or employees at any time ever agree to accept one Daughdrill as owner and oeprator of the Bay Minette Feed Store in the place of Captain Joseph Pose?

D. P. Moore

STATE OF ALABAMA
MOBILE COUNTY

Before me the undersigned authority, personally appeared D.P.Moore who being by me first duly sworn, deposes and says on oath that he is of counsel for plaintiff in the above entitled cause, and desires to take the testimony of L.R.Bowman witnesses for plaintiff and that they reside out of the state of Alabama, and that a material part of the case of the plaintiff depends on the evidence of such witnesses. Plaintiff desires the testimony of such witnesses taken by deposition and suggests B.Forrester Sikestown, Mo. as a suitable person to take the testimony of said witnesses? and prays that a commission issue to the said B. Forrester to take said testimony and act as commissioner in the premises.

D. P. Moore

Subscribed and sworn to before me this the 19 day of March 1930.

Alma McGlamery

Notary Public, Mobile County, Alabama

Copy of above received this day and further notice waived.
B. B. Rimbaly
of counsel.
March 20/30.

2nd Interrogatory

a) During the period of this account sued on and prior thereto covering all dealings with the plaintiff and the defendant, what the duties and authority of Mr. C. R. Hollinger in representing the plaintiff and in all dealings with the defendant in connection with business transactions between plaintiff and the defendant?

b) Did Mr. Hollinger have authority to allow credit to those buying from the plaintiff?

c) Were arrangements for credit allowed the Bay Minette Feed Store and Capt. Joseph Pose made with Mr. R. C. Hollinger or with yourself or some other person acting for the Plaintiff?

d) With whom did the Bay Minette Feed Store and Capt. Joseph Pose make credit arrangements with for company?

e) State all facts and details showing when, how and what credit arrangements that were made with plaintiff and defendant prior to and during the period of time covered by all business transactions between the parties to this suit?

f) State the facts that induced the plaintiff to allow Capt Joseph Pose credit in connection with his operation of the Bay Minette Feed Store, during the period inquired about?

g) Did the plaintiff its agents, servants, officers or employees ever at any time allow credit to one Baugdrill?

h) Did the plaintiff, its officers, agents, servants or employees at any time ever agree to accept one Baugdrill as owner and operator of the Bay Minette Feed Store in the place of Captain Joseph Pose?

STATE OF ALABAMA
MOBILE COUNTY

Before me the undersigned authority, personally appeared D.P.Moore who being by me first duly sworn, deposes and says on oath that he is of counsel for plaintiff in the above entitled cause, and desires to take the testimony of L.R.Bowman witnesses for plaintiff and that they reside out of the state of Alabama, and that a material part of the case of the plaintiff depends on the evidence of such witnesses. Plaintiff desires the testimony of such witnesses taken by deposition and suggests B.Forrester Citronelle, Mo. as a suitable person to take the testimony of said witnesses and prays that a commission issue to the said B. Forrester ~~has authority~~ to take said testimony and act as commissioner in the premises.

Subscribed and sworn to before me this the 19 day of March 1930.

Notary Public, Mobile County, Alabama

COMMISSION TO TAKE DEPOSITIONS.

Moore Printing Co., Bay Minette, Ala.

The State of Alabama,
Baldwin County

CIRCUIT COURT

To Hon. B.Forrestter, Sikestown,Missouri,

KNOW YE: That we, having full faith in your prudence and competency, have appointed you Commissioner, and by these presents do authorize you, at such time and place as you may appoint, to call before you and examine L.R.Bowman,

as witnesses in behalf of Plaintiff, in a cause pending in our Circuit Court of Baldwin County, of said State, wherein

Scott County Milling Company,

Complainant

and Joseph Pose, individually and doing business as Bay Minette Feed Store,

Defendant,

on oath to be by you administered, upon cross interrogatories to take and certify the deposition ... of the witness .... and return the same to our Court, with all convenient speed, under your hand.

Witness 25th day of March 1930

D M Reaves

REGISTER

COMMISSIONER'S FEE, $ $5.00

WITNESS' FEES, $ 2.00

NO. 9055

The State of Alabama

BALDWIN COUNTY

CIRCUIT COURT

Scott County Milling Co,

Complainant

vs.

Joseph Pose, individually and doing business as Bay Minette Feed Store.

Defendant

COMMISSION TO TAKE DEPOSITION

COMMISSIONER:

Hon. B. Forrester

Fiend Appl 1 Tu
1430
D M Richmond Esq

WITNESSES:

Mr. L.R. Bowman

No. (9055)

Scott County Milling Company,

Plaintiff

vs.

Joseph Pose,

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

INTERROGATORIES
TO BE PROPOUNDED TO L. R. BOWMAN, WITNESS FOR THE PLAINTIFF
IN THE ABOVE ENTITLED CAUSE.

Ist.

a) What is your name, age and where do you reside?

b) What are your business connections, if any, with the Scott County Milling Company, the plaintiff in this cause?

c) If you have any business connections with the plaintiff at this time, state what connections and your duties in connection with the business of the plaintiff?

d) State what were your business connections and duties in connection with the business of the plaintiff during the year 1929 and subsequent thereto?

e) Have you had any opportunity to know of your own personal knowledge of the business dealings of the plaintiff with the defendant during the year 1929 and prior and subsequent thereto?

f) If your answer is in the affirmative, state what were your opportunities, and what did you learn if anything, about the dealings between the plaintiff and the defendant during the period of time inquired about?

g) State if you know, whether the goods mentioned on the account sued on in this case, were ordered, shipped and delivered to the defendant?

h) If you know the facts, state if the debits on said statement show the goods ordered and delivered to the defendant?

i) State, if you know, if the credits shown on said statement, are proper credits and if the defendant is entitled to any other credits?

j) State if you know, whether any payments have been made for the goods debited against the defendant on said statement, and if the defendant still owes the balance of $849.97 as claimed in said statement?

k) State each invoice of goods shipped and delivered to the defendant from the plaintiff that are not paid for, and the amount of each?

l) State all the facts and details about the reselling of certain shipments, and explain the difference in the invoice price and the re-selling price and the cause for same, if you know?

SCOTT COUNTY MILLING CO., Plaintiff,	)	AT LAW
vs	)	IN THE CIRCUIT COURT OF
JOE ROSE, et al, Defendant.	)	BALDWIN COUNTY, ALABAMA.

The Defendant moves that the Court require the Plaintiff to answer interrogatories Number 9 through 16 inclusive more fully.

The Defendant moves that the Court require the Plaintiff to answer the interrogatories which seek information known only to Mr. Hollinger through their avowed agent, Mr. Hollinger.

The Defendant moves that the Court require the Plaintiff to attach a copy of invoice Number 54157 and letter mentioned in interrogatory Number 9. to the answers in this cause.

E. S. Pickerly
E. S. Pickerly Jr.
Attorney for Defendant.

SCOTT COUNTY MILLING CO.
Plaintiff.

vs

JOE POSE, et al,
Defendant.

MOTION FOR FULLER ANSWER TO INTERROGATORIES.

Service accepted this the 8th day of February 1930
[illegible]
Attorney for Plaintiff

Filed Feb 11th 1930
T. M. Reimann
Clerk.

E. G. RICKARBY, JR.
ATTORNEY.

SCOTT COUNTY MILLING CO,)
Plaintiff,
) IN THE CIRCUIT COURT OF
vs
) BALDWIN COUNTY, ALABAMA.
JOE POSE,
Defendant,)

ANSWERS TO INTERROGATORIES PROPOUNDED BY PLAINTIFF TO DEFENDANT.

INTY. 1. The Bay Minette Feed Store is a business which I was t the owner but on about the 9th day of July, 1929, I transferred all the interest which I had in that business to Mr. Daughdrill and gave notice of this transfer to Mr. Hollinger the Plaintiff's agent. Since that time I have had no relation with the Bay Minette Feed Store.

INTY. 2. The Bay Minette Feed Store was a business of which I was the sole owner until I disposed of it as stated in Interrogatory #1.

INTY. 3. Prior to July 9th, 1929, I was the sole owner of the Bay Minette Feed Store and supervised and dictated the business policy of said Store, employing and discharging the help and checked up the accounts which were furnished me by Mr. Daughdrill, the Manager. After July 9th, 1929, I did not have any authority in said Store.

INTY. 4. The business of the Store was conducted by Mr. Daughdrill in person before I disposed of my interest in it. After that time Mr. Daughdrill the owner of the store conducted its business.

INTY. 5. See Inty. # 3.

INTY. 6. Mr. Daughdrill was not a partner in the Feed Store.

INTY. 7. Prior to my disposition of my interest in the Feed Store Mr. Daughdrill acted as my agent in purchasing goods from firms I had instructed him to purchase from according to terms which I had arranged.

INTY. 8. I arranged the lease for the Bay Minette Feed Store and purchased its equipment. I also arranged for the first shipment of goods from the Plaintiff which the Bay Minette Feed Store purchased.

INTY. 10. I was not a partner in the Feed Store.

INTY. 11. On about the 9th day of July, 1929, I transferred to Mr. Daughdrill the Bay Minette Feed Store in Bay Minette making an oral transfer and notifying the principal customers of the Feed

Store of this change. This transfer was a verbal transfer and was to be reduced to writing, but before that time Mr. Daughdrill left town.

INTY. 12. On about the 9th day of July, 1929, verbal notice was given to the Scott County Milling Company through its agent Mr. G. R. Hollinger with whom the Feed Store transacted all the business of the change of ownership. This notice was given to Mr. Hollinger on the wharf at the foot of Dauphin Street alongside the "Josie". He and I went from there to a telephone in the office of the Mobile Launch service and then and there he called up Daughdrill at Bay Minette in my presence, told him what I had said to him and that this would be a fine opportunity for him (Daughdrill) to make some money for himself and that he, Hollinger, would co-operate with him the same as he had done with me. This was before Daughdrill had signed the acceptance for order Number 54157 and when Hollinger let Daughdrill have this car it was with full knowledge that I was out of the business and no longer responsible.

INTY. 13. See Inty. #12.

INTY. 14. After Mr. Daughdrill was recommended to me by Mr. Hollinger as a suitable man to conduct my business at Bay Minette in my absence I orally notified Mr. Hollinger the only person the Bay Minette Feed Store dealt with when dealing with Plaintiff of the fact that Mr. Daughdrill had taken over and was then the owner of the Bay Minette Feed Store on the 9th day of July, 1929.

INTY. 15. I have no personal knowledge of the delivery to the Bay Minette Feed Store or to Mr. Daughdrill of any of the goods delivered to the store or to Mr. Daughdrill. The only knowledge which I have of these matters is from the Plaintiff's statement and affidavit.

INTY. 16. Mr. Daughdrill commenced work for me in the Bay Minette Feed Store on about the first day of April, 1929, as Manager and this relation ended on about the 9th day of July when I transferred the store to him. The details of this are gotten in Inty. #1, 2, and 3.

INTY. 17. The last time I saw Mr. Daughdrill was when I transferred my interest in the Feed Store to him on about the 9th day of July, 1929.

INTY. 18. I have no personal knowledge when any of the shipments sued for in this case were ordered or by whom they were ordered. I know that prior to the 9th day of July, 1929, the only one besides myself who had any authority to order these goods was Mr. Daughdrill and I presume that they were ordered by him. After that time the business was owned by Mr. Daughdrill and I have no knowledge of the orders made by him.

INTY. 19. I was not at the Bay Minette Feed Store when any of the shipments or trade acceptances sued on were received.

STATE OF ALABAMA,)

COUNTY OF MOBILE,)

Before me, Anita Friedlander a Notary Public in and for said State and County personally appeared Joseph Pose who is known to me and who being by me duly sworn deposes and says that he made the answer to the foregoing interrogatories and that said answers are true and correct in every respect.

Joe Pose (SEAL)

Subscribed and sworn to before me on this the 24th day of February.

Anita Friedlander

Notary Public, Mobile County, Alabama.

ANITA FRIEDLANDER NOTARY PUBLIC MOBILE COUNTY, ALA.

Service accepted By J. J. Dennis atty for Plaintiff this Feb. 26-1930.

BAY MINETTE FEED STORE

Bay Minette, Alabama.

Stock on hand 6/26/29.

2	Poultry Feeders	2	.25	.50
2	" "	2	.35	.70
2	" "	2	.45	.90
2	" "	2	.30	.60
2	" "	2	1.90	3.80
6	Fountains	6	.35	2.10
12	"	12	.20	2.40
10	"	10	.40	4.00
72	"	72	.10	7.20
13	Feeders	13	.25	3.25
7	"	7	.50	3.50
4	"	4	.50	2.00
4	"	4	.60	2.40
4	"	4	.60	2.40
10	"	10	.30	3.00
4	"	4	.45	1.80
6	"	6	.15	.90
2	"	2	1.10	2.20
2	"	2	1.75	3.50
3	Grit Boxes	3	.80	2.40
3	" "	3	.75	2.25
				$51.80

14-10# Bags Table Salt	14	.20	2.80
5-25# " Coarse "	5	.35	1.75
5-50# " " "	5	.60	3.00
6-50# Salt Bricks	6	.85	5.10
7-2 # Medicated Bricks	7	.25	1.75
3½-100# Coarse Salt	3½	1.00	3.50
11 pkgs. Stock Powder	11	.25	2.75
10 " Poultry "	10	.25	2.50
10# Turnip Seed	10	.60	6.00
13 Pkgs. Laying mash	13	.35	4.55
20 dz. Eggs	20	.30	6.00
75# Peanuts	75	.12½	9.38
50# Oatmeal	50	.04½	2.25
3½ sx. Growing Grain	3½	3.25	11.38
11 " Scratch " Gristo	11	2.70	29.70
22 " Chops	22	2.60	57.20
10 " Corn Yellow	10	2.65	26.50
4 " " mx.	4	2.50	10.00
1 " Oyster Shell	1	1.25	1.25
9 " Oats	9	3.60	32.40
18½ " Shorts	18½	2.10	38.85
			$258.61

13 sx. Bran Good	13	1.90	24.70
8 " " (Slightly damaged)	8	1.50	12.00
4 " Prime Meal	4	2.40	9.60
8 " Feed "	8	2.00	16.00
12 Bales Alfalfa Hay 878#	878#	.02½	21.95
2 " Timothy " 77-82	159	.02	3.18
1 sx. Lamey's special mix. Feed	1	2.50	2.50
3 " Our Very Best " "	3	2.40	7.20
100# Ground Charcoal	100	.04	4.00
5 sx. Lamey's 24% Dairy	5	2.75	13.75
17 " Semo 16% "	17	2.25	38.25
10 " 200# Soda	10	5.90	59.00
3 " 100# 20% Phosphate	3	1.25	3.75
1½ " Staff O Life scratch	1½	3.00	4.50
3 " " " " laying mash	3	3.75	11.25
1 " " " " Growing "	1	4.00	4.00
2 " " " " Horse Feed	2	3.00	6.00
1 " " " " Ox Feed	1	2.50	2.50

4	Sx.	Staff O Life 16% Dairy	4	2.75	11.00
4	"	" " " 20% "	4	3.00	12.00
3	"	98 Superior	3	3.40	10.20
					$277.33

Page 4.

7	Sx	96# Meal	7	2.80	19.60
8	"	48# "	8	1.45	11.60
23	"	24# "	23	.75	17.25
24	"	12# "	24	.40	9.60
11	"	6# Grits	11	.25	2.75
2	"	48# Noxell	2	2.10	4.20
6	"	24# "	6	1.10	6.60
2	"	98# Juanita	2	4.50	9.00
2	"	48# "	2	2.35	4.70
16	"	24# "	16	1.25	20.00
7	"	12# "	7	.65	4.55
2	"	98# W. R. S. R.	2	4.00	8.00
26	"	48# "	26	2.10	54.60
68	"	24# "	68	1.10	74.80
16	"	12# "	16	.60	9.60
2	"	98# W. R. Plain	2	4.00	8.00
11	"	48# "	11	2.10	23.10
35	"	24# "	35	1.10	38.50
14	"	12# "	14	.60	8.40
21	"	48# Superior	21	1.75	56.75
43	"	24# "	43	.90	38.70
23	"	12# "	23	.50	11.50
					$441.80

BAY MINETTE FEED STORE Page 5.
Bay Minette, Ala.

Bills Payable 6/26/29.

Bank of Fairhope	250.00
Baldwin Co. Bank	600.00
Mobile Drug Co.	5.50
D. M. Ferry	3.44
Hoefh & Co. (Chicken Feeders)	30.20
J. A. Lamey	63.17
Scott Co. Milling Co.	599.64
V. C. Chemical Co.	212.16
Bidgood Stationery Co.	5.10
	$1769.21

Stock on hand	1029.54
Cash on hand & Bank	691.99
Due from F.Hope Feed Co.	39.65
	1761.18

Page 6. 8.03

Paid out Apr. May and June to Date

Labor	261.00
Lumber	12.50
Misc-L.Globes-Broom-Pencils-Ink-Tablets, Etc.	7.15
Bags & Cord	4.80
Advertising	58.32
Insurance	41.20
Rent	80.00
Lights & Water	3.50
Telephone	21.20
P. O. Box Rent	1.20

Charity	2.00
	492.67

These paid outs do not include freight and drayage as I added that to cost of goods.

Sales- -

April-	748.42
May-	1287.13
June to date	1214.07

M-17

Sikeston, Mo., Oct. 7, 1929

Bay Minette Feed Store (Captain Joe Pose).

Bay Minette, Alabama.

THE SCOTT COUNTY MILLING COMPANY

MANUFACTURERS OF

WINTER WHEAT FLOUR AND CORN MEAL

DAILY CAPACITY 3500 BARRELS

1929

May	28	Invoice 52325	30.88	
July	29	D/M 33821	3.41	
Aug.	6	Invoice 54714	290.73	
Aug.	6	Invoice 54714	71.40	
Aug.	19	Inv. 54714 Resold		265.28
Aug.	19	Inv. 54714 Resold		61.63
July	15	Invoice 54157	777.70	
Aug.	30	D/M 33821 A	2.76	
		To Balance		849.97
			$ 1176.88	1176.88

If you find from the evidence that Captain Joseph Pose at any time had sold or transferred the Bay Minette Feed Store to Mr. Dodhdrill or others, but previous thereto had ordered from plaintiff himself or by agent, certain goods, and that said goods were delivered to the Bay Minette Feed Store or the person or persons acting for said Pose in the operation of said Store, and that the plaintiff had ~~no~~ not been notfied at any time to stop ~~MAIN~~ the shipment of said goods or stop said goods in transit, then the defendant would be liable to pay the plaintiff for said goods.

Judge

Gentlemen of the jury, if you believe from the evidence that the defendant authorized one Dodhrill to order goods from the plaintiff and that said Dodhrill did order goods from plaintiff under said authority, and that the plaintiff duly and promptly shipped said goods as requested by said Dodhrill and as per the terms of the contract, or order, and that they were delivered or delivery tendered promptly to said Dodhrill as agent for the defendant, that the defendant could not relieve himself of liability to pay plaintiff for said goods unless he had just cause to countermand said orders and did countermand said orders for such just cause.

Refused — F. W. Kane Judge.

Judge.

If the jury believe from the evidence that Captain Joseph Pose on or about July 9th sold or transferred the Bay Minette Feed Store or his interest therein to another person, but that he or his duly authorized agent had previoulsy ordered from plaintiff certain goods, and failed to notify plaintiff to stop the delivery of the goods, you must find for the plaintiff for the value of the contract price of the goods so ordered as per the price agreed upon in said order or orders.

Refused F. W. Kane Judge

Judge

Gentlemen of the jury if you find from the evidence that the defendant Captain Joseph Rose either in person or by agent ordered certain goods from the plaintiff and that the goods so ordered were delivered by the plaintiff to the carrier for transportation to the defendant, that the delivery of the goods to the carrier, was delivery to the defendant, and that if the goods were promptly transported by the carrier to the defendant, the defendant would be liable for the agreed price of the goods.

Refused F. M. Hare Judge

Granted

If the jury believe from the evidence that the defendant was the owner and operator of the Bay Minette Feed Store and had one Dodhdrill in charge of said business of Bay Minette Feed Store with authority to order goods from plaintiff, and that acting under such authority, the said ~~Dodhdrill~~ did order goods from plaintiff; that the contract of sale of the goods was complete when the plaintiff delivered the goods to the transportation company for delivery to the defendant, and that a delivery to the carrier by the seller in accordance with the terms of the contract or at the request of the purchaser, is a delivery to the purchaser,

Richard T. Walker Judge.

Refused

IF THE JURY BELIEVE THE EVIDENCE THEY MUST FIND FOR THE PLAINTIFF

Judge

The courts charge the jury that: the duty of an agent to inform his principal of all material facts is a duty which the law conclusively presumes that the agent has performed and a principal is therefore affected with knowledge of all material facts of which the agent has notice even if the agent does not in fact so inform his principal.

Refused
F. M. Hare

Langhill

Langhill

If the jury find from the evidence, that the defendant owned and operated the Bay Minette Feed Store and had one Dodhrill in charge of said store and duly authorized to order goods for said store from the plaintiff, and that the said ~~Dodhrill~~ did under said authority from the defendant, order goods for said store from plaintiff, and that the plaintiff did promptly deliver said goods to the transportation company for delivery to the said Dodhrill for said store of defendant as requested by said ~~Dodhrill~~ and as per the terms of the contract or order, and that the goods were promptly transported to the delivery point of the store of defendant; I charge you that the defendant could not relieve himself from liability to pay plaintiff for said goods by a sale or transfer of the Bay Minette Feed Store or his interest therein to Dodhrill after the goods had been ordered from plaintiff, unless the plaintiff had agreed to a recission of the contract and to accept Dodhrill as a debtor in the place of said Pose.

Raymond T. Hare Judge.

If the jury believe from the evidence that the defendant was the owner and operator of the Bay Minette Feed Store and had one Dodhrill in charge of said business and with authority to order goods from plaintiff, and that acting under authority from the defendant, Dodhrill did order certain goods from plaintiff and that plaintiff shipped said goods to the Bay Minette Feed Store in accordance with the terms of the contract and as requested by said Dodhrill acting under such authority, and that the goods so ordered were received by the Dodhrill for the Bay Minette Feed Store, the defendant would be liable to the plaintiff for the agreed price of the goods.

Refused 7/4/Ster Judge.

Gentlemen of the jury, if you find from the evidence that the Bay Minette Feed Store was owned and operated by the defendant Captain Joseph Rose, and that he had authorized one Dodhdrill to operate or conduct the business of the Bay Minette Feed Store for him, and that while so operating said Bay Minette Feed Store thru said ~~Dodhdrill~~ Daughdrill, certain goods were ordered by said Dodhdrill for said Bay Minette Feed Store from the plaintiff, and that the plaintiff promptly sent said goods to said ~~Dodhdrill~~ Daughdrill for said Bay Minette Feed Store, then the defendant would be liable to the plaintiff for the price of the goods agreed upon as per the order.

Refused — McHare Judge.

CIVIL SUBPOENA

Moore Printing Co. :::: Bay Minette, Ala.

The State of Alabama
Baldwin County

TO ANY SHERIFF OF THE STATE OF ALABAMA---GREETINGS :

You are hereby commanded to summon _____

_____

if to be found in your county, at the instance of the _____
to appear before the honorable Circuit Court of Baldwin County at the Court House thereof, on the _____
day of _____ 19____, then and there to testify, and the truth to say, in a certain case
pending wherein _____

_____

_____, Plaintiff,

_____, Defendant,

and there remain during said Court, until discharged by due course of law.

Herein fail not, and have you then and there this Writ.

Witness my hand this _____ day of _____ A. D., 19____

ATTEST:

_____ Clerk

affidavit denying dist
& plea mailed Pickarby
8/26/31

After five days return to

T. W. RICHERSON

REGISTER AND CLERK OF THE CIRCUIT COURT, BALDWIN COUNTY

BAY MINETTE, ALA.

Given Charges.

Scott County Milling Co
vs
Capt Jos Pose

Refused

If the jury believe from the evidence that the defendant was the owner and operator of the Bay Minette Feed Store and had one Dodhrill employed to operate said store for the defendant and with full authority to order goods from plaintiff, and that said ~~Dodhrill~~ did under said authority order certain goods from plaintiff, and that the plaintiff promptly shipped said goods as requested and as per the terms of the order and that the goods reached the Bay Minette Feed Store or the shipping point of destination, and that they were refused by the defendant on account of no fault of the plaintiff, the plaintiff would be authorized to use due diligence in making a re-sale of the goods at the best market price obtainable, and in the event of a deficit, as being the difference between the contract price to the defendant and the amount received at the re-sale, the defendant would be liable to the plaintiff for the loss in the re-sale sustained by the plaintiff.

Gaston A. Stone

Judge

Gentlemen of the jury, the fact, if it be a fact, that Joseph Rose sold or transferred the Bay Minette Feed Store or his interest therein to one ~~Dodhrill,~~ Doughtie would not relieve him from liability for paying for goods promptly shipped and delivered on orders to plaintiff made by said Dodhrill while acting as agent for said Rose.

Given W. W. Stare Judge

After five days return to

T. W. RICHERSON

REGISTER AND CLERK OF THE CIRCUIT COURT, BALDWIN COUNTY

BAY MINETTE, ALA.

Refused Charges.

Scott County Milling Co.

vs

Capt Jos. Pope.