

STATE BANK OF ALBERTA,  
Plaintiff.

VS

R. C. KEENEY,  
Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

Comes the Plaintiff and moves the court for  
a judgment by default against the Defendant for failure  
to answer within the time prescribed by law the inter-  
rogatories propounded to him on July 11th, 1931.

*Richards & Cobb*  
Attorneys for Plaintiff.

Received copy of the foregoing motion this 28 day of  
September, 1931,

*Hubert Hall*  
Attorneys for Defendant.

STATE BANK OF ELBERTA  
Plaintiff

vs

R. C. KEENEY  
Defendant

NOTION FOR JUDGMENT BY  
DEFAULT.

Paid Sept 28/23,  
 J. M. Kinnear  
 Clerk

**RICKAREY & COBB**

STATE BANK OF ELBERTA.  
Plaintiff.

VS

ROBERT C. KEENEY  
Defendant.

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L A W .

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

INTERROGATORIES PROPOUNDED BY PLAINTIFF TO DEFENDANT UNDER THE PRO\*  
VISIONS OF CODE SECTION 2764:

1. Did you between June 10th and December 10th 1929, endorse over/for to plaintiff value a note of John T. Howard in your favor dated June 20, 1929 and payable six months after date in the sum of THREE HUNDRED DOLLARS, said note reciting that it was secured by a first mortgage gold bond No. 453 of the Puget Sound Saw Mills & Shingle Company?
2. Did you at the same time endorse and deliver to plaintiff another note of the same date and amount payable nine months after date and secured by another similar gold bond, No. 452?
3. Was not Bond. No. 452 turned over to the Bank at this time?
4. Have you Bond No. 453 now in your possession? If not, state specifically what disposition you have made of it. If you have hypothecated it, state to whom and for what amount.
5. State the amount necessary to redeem said bond from the plledge under which it now is.
6. Has the note to which this bond was given as collateral matured and been renewed? To what date has the interest on the loan been paid?
7. If you have not already done so, state in detail who holds this bond and under what conditions.
8. On June 22 you received from plaintiff's attorneys a written demand for the production of this bond, sent you by registered mail, for which letter you duly receipted. Have you yet produced this bond in answer to said demand or have you written to plaintiff or its attorneys any response to this letter or to their several letters to you or May 13th May 26th, June 2nd or June 27th all requesting the delivery of said bond or a satisfactory explanation of your failure to do so.
- 9.

9. Is it not a fact that you have on several occasions told plaintiff's counsel that you could and would produce this bond if plaintiff would agree to release you from further liability. Attach copies of any written replies that you have given either to plaintiff or his counsel since May 13th, 1931.

*Rickaby & Cobb.*  
Attorneys for plaintiff.

STATE OF ALABAMA.  
COUNTY OF BALDWIN.

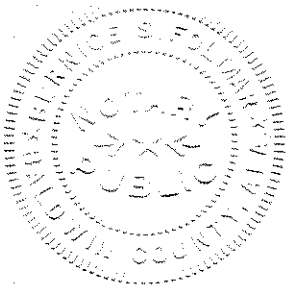
Before me, the undersigned Notary Public, personally appeared this day ELLIOTT G. RICKABY who, being sworn, says that he is of counsel for plaintiff in this cause and that the answers to the foregoing interrogatories, if true, will be of material evidence for the plaintiff.

*Elliott G. Rickaby*

Subscribed and sworn to before me this the 7th day of July, 1931.

*Bernice S. Folman*

Notary Public, Baldwin County,  
Alabama.



STATE BANK OF ELBERTA,  
a corporation,

Plaintiff,

vs.

ROBERT C. KEENEY,

Defendant.

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

NO. 9456.

Comes the Defendant and demurs to the Bill of Complaint  
heretofore filed in this cause, and for ground thereof says:

That there is a misjoinder of causes of action.

Beebe & Stace  
Attorneys for Defendant.

Defendant demands a trial  
by Jury.

Beebe & Stace  
Attorneys for Defendant.

STATE BANK OF ELBERTA  
Plaintiff.

VS.

ROBERT C. KEENEY  
Defendant.

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L A W .

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

TO MR. ROBERT C. KEENEY, DEFENDANT IN SAID CAUSE:

You are hereby notified to produce at the trial of this cause the following letters written to you by Elliott G. Rickarby or Rickarby & Cobb relative to the John T. Howard notes and the collateral referred to therein and bearing dates as follows:

May 13th, May 26th, June 2nd, June 20th and June 27th.

In default of the production of the originals, secondary evidence of their contents will be offered.

*Rickarby & Cobb.*

Attorneys for Plaintiff.

*Original*  
**RECORDED**  
STATE BANK OF ELBERTA,  
Plaintiff,

vs

ROBERT C. KEENEY,  
Defendant.

DEMAND FOR PRODUCTION  
OF LETTERS.

*Filed July 8th 1931*  
*D. W. Rice*  
*Clerk*

RICKARBY & COBB

*Executed this the*  
*11<sup>th</sup> day of July 1931*  
*by leaving a copy*  
*of the within notice*  
*on Robert C. Keeney*  
*W. R. Stuart*  
*by J. P. Pruitt Sheriff*

**The State of Alabama,**  
Baldwin County

No. ....

CIRCUIT COURT.

AUGUST Term 1931.

**TO ANY SHERIFF OF THE STATE OF ALABAMA:**

You are hereby commanded to summon

**R O B E R T C. K E E N E Y**

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

**S T A T E B A N K O F E L B E R T A**

Witness my hand this 9th day of July 1931.

T. W. Robinson Clerk.

**Complaint**

STATE BANK OF ELBERTA

vs. ROBERT C. KEENEY

vs.

An Alabama corporation.

Plaintiff.

Defendant.

The plaintiff claims of the defendant the ~~sum of~~ following personal property, viz.: One first Mortgage Gold Bond of the Puget Sound Saw Mills & Shingle Company No. 453 of the denomination of \$500.00 with the value of the hire or use thereof during the detention, namely from the 23rd day of June, 1931.

TWO: The plaintiff claims of the defendant FIVE HUNDRED DOLLARS damages for the conversion by him on, to-wit, the 1st day of January 1931, of the following chattel: One \$500.00 First Mortgage Gold Bond of the Puget Sound Saw Mills & Shingle Company No. 453, the property of the plaintiff.

THREE: The plaintiff claims of the defendant FIVE HUNDRED DOLLARS damages for the conversion by him on, to-wit, the 1st day of January, 1931, of the following chattel: One \$500.00 First Mortgage Gold Bond of the Puget Sound Saw Mills & Shingle Company, No. 453 the possession of which plaintiff claims as bailee, the said bond having been described in and attached as collateral to a promissory note of John T. Howard dated June 10th, 1929 in favor of defendant which said note was before maturity endorsed for value and in due course by defendant to plaintiff.

R. C. Ruby + Co.

Plaintiff's Attorneys



*Original*  
**RECORDED**

No. ....

**The State of Alabama,**

Baldwin County

**CIRCUIT COURT**

STATE BANK OF ELBERTA

Plaintiffs.

VS.

ROBERT C. KEENEY

Defendants,

**SUMMONS AND COMPLAINT**

Filed July 8<sup>th</sup> 1931

*J. M. Rickaby* Clerk,

Defendant lives at

Fairhope, Alabama

RICKABY & COBB Plaintiff's Attorney,

Defendant's Attorney,

Received in Office

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Sheriff.

I have executed this Writ

This *the 11<sup>th</sup> of July* 1931  
by leaving a copy of the within summons and  
complaint with

*Robert C. Keeney*

Sheriff.

Deputy Sheriff.