

SUMMONS AND COMPLAINT.

State of Alabama,) In Justice Peace Court, Precinct NO. 5, Baldwin
Baldwin County.) County, Alabama. J. A. Shiver, Justice Peace.

To any lawful officer of said county:

Summon S. E. Phillips to appear before me on the 28
day of February, next, at Perdido Station, Alabama, to answer the
complaint of the New Orleans Vinegar Company, and then and there
make return of this summons.

Issued this the 10 day of February, 1916.

J. A. Shiver
Justice of the Peace.

COMPLAINT.

New Orleans Vinegar Co,
a corporation, Plaintiff

VS

S. E. Phillips,
Defendant.

) In Justice of the Peace Court,
)
) Precinct No. 5, Baldwin County, Ala-
)
) bama. J. A. Shiver, Justice Peace.

1. The plaintiff claims of the defendant the sum of \$45.52
due by account stated between the plaintiff and the defendant on
September 1st, 1915.

2. The plaintiff claims of the defendant the further sum
of \$45.52, due for goods wares and merchandise furnished to the
defendant by the plaintiff at the request of the said defendant, on
to wit, the 17th day of August, 1915.

Which sums are still due with interest thereon from
the 1st day of September, 1915.

The account which is the basis of this suit is itemised
and verified as required by law and is herewith filed in this suit.

Hall & Burke

Attorneys for Plaintiff.

The State of Alabama,
Baldwin County.

KNOW ALL MEN BY THESE PRESENTS, That we

J. E. Phillips
Mrs M. Phillips James King
G. L. May

are held and firmly bound unto New Orleans Vinegar Co

in the sum of Ninety Three Dollars,
for the payment of which well and truly to be made, we bind ourselves and each of us, our and each of
our heirs, executors and administrators, jointly and severally, and we each of us waive our rights to
exemption under the Constitution and Laws of Alabama, as against this bond.

The Condition of the above obligation is such, that if the above bound J. E. Phillips

shall prosecute to effect an appeal by him taken this day to the next term of the Circuit
Court of Baldwin from a judgment rendered against him in favor of said

New Orleans Vinegar Co.
by J. A. Shivers, a Justice of the Peace for said County,

for the sum of forty seven Dollars
debt, and \$3 50 Dollars cost; or, if he fail in said

appeal, shall pay such judgment, both as to debt and costs, as may be rendered against him by the said
Circuit Court of Baldwin County, then, in either
of said events, this obligation to be void; otherwise to remain in full force and effect.

Given under our hands and seals, this the day of 190

J. E. Phillips (L. S.)
Mrs M. Phillips (L. S.)
James King (L. S.)
G. L. May (L. S.)

Approved:

J. A. Shivers
Justice of the Peace.

2nd
[unclear]
The State of Alabama,
County,

JUSTICE COURT OF

APPEAL BOND

Plaintiff.

vs.

Filed Apr 24/91

J. W. Newman

Clerk

Defendant.

NEW ORLEANS, LOUISIANA

NEW ORLEANS, LOUISIANA

NEW ORLEANS, LOUISIANA

NEW ORLEANS, LOUISIANA

NEW ORLEANS, LOUISIANA

NEW ORLEANS, LOUISIANA

NEW ORLEANS, LOUISIANA

NEW ORLEANS, LOUISIANA

STATE OF LOUISIANA?

PARISH OF ORLEANS.

Before me, Edward R. Fisher, notary public duly commis-

sioned and qualified in and for the Parish of Orleans, and State
of Louisiana, personally came and appeared Ira B. Harkey, who
being duly sworn deposed and said that he is the Secretary Treasurer
of the New Orleans Vinegar Co. Ltd., a Louisiana Corporation,
domiciled in New Orleans, that on the date and for the amount set
forth on the reverse here itemized bill, said company sold and del-
ivered to S. E. Phillips the goods, wares and
merchandise set forth on that account amounting to the sum of
Forty five + ⁵²/₁₀₀ Dollars; that said account is due, and
in aid in spite of amicable demand, all remittances and counter claims
properly allowed.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 8th Day of Feby 1916

E. R. Fisher Notary Public.

EXAMINE SHIPMENT BEFORE ACCEPTING. OUR LIABILITY CEASES UPON DELIVERY TO RAILROAD

"HARVEY'S BEST"
Pure Apple Vinegar.

"HOME COMFORT"
White Wine Vinegar.

"BROWN RUSSETT"
Cider Vinegar.

NEW ORLEANS VINEGAR CO., Ltd.

MANUFACTURERS

Vinegars and Phosphates

PHOSPHATE LEADERS:

"Peach"

"Grape"

"Blackberry"

"Mexican Hot"

"Black Grape"

"Ginger Ale"

"Cherry"

Subject to sight draft WITH EXCHANGE if not paid in _____ days.

Do not pay traveling salesman except on our written order.

NEW ORLEANS, 8/12 1915

M. S. E. Phillips,

Pardido Sta., Ala.

TERMS 60 Days Net, or 2 per cent. discount if paid in 10 days.

"B. B. BRANDS"

Order No.,

1031 CONSTANCE STREET.

Salesman,

1/16 Apple Cider 16 Gals. @ 75 Cts.....\$12.00

1/16 Peach " 16 " @ 75 " 12.00

1/16 Mex Hot " 16 " @ 75 " 12.00

1/56 Ebl. C.D. Vin. 56 Gals. @ 17 Cts..... 9.52

Glasses & Faucets Free.

\$55.52

"THANKS"



STANDARD FORM STRAIGHT BILL OF LADING.

Form 1000-2

Arrangement of colors and forms in manifolding, on Straight shipments : (1) Shipping Order [white];
(2) Bill of Lading [white]; (3) Memorandum [white]

LOUISVILLE & NASHVILLE RAILROAD COMPANY.

STRAIGHT BILL OF LADING—ORIGINAL—NOT NEGOTIABLE.

Shipper's No. _____

Agent's No. _____

RECEIVED, subject to the classifications and tariffs in effect on the date of issue of this Original Bill of Lading,

at _____
from _____ the property described below, in apparent good order, except
(contents and condition of contents of packages unknown), marked, consigned and destined as indicated below, which said Company as noted
carry to its usual place of delivery at said destination, if on its road, otherwise to deliver to another carrier on the route to said destina-
tion. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as destina-
party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions,
whether printed or written, herein contained (including conditions on back hereof), and which are agreed to by the shipper and accepted for
himself and his assigns.

The Rate of Freight from _____

to _____ is in Cents per 100 Lbs.

														Per Barrel	If Special
IF ...times 1st Class	IF 1st Class	IF 2d Class	IF Rule 25	IF 3d Class	IF Rule 26	IF Rule 28	IF 4th Class	IF 5th Class	IF 6th Class	IF Class A	IF Class B	IF Class C	IF Class D	IF Class E	IF Class F
															per -----

(Mail Address—Not for purposes of Delivery.)

Consigned to _____

Destination, _____ State of _____ County of _____

Route, _____ Car Initial _____ Car No. _____

NO.	DESCRIPTION OF ARTICLES AND SPECIAL MARKS	WEIGHT	CLASS OR RATE	CHECK COLLIER	
1	100 lbs. Sugar	400			paid, write or stamp here, "To be Prepaid."
3	100 lbs. Sugar	360			
		840			
					Received \$ _____ to apply in prepayment the charges on the property described hereon.
					Agent or _____ Cashier.
					Per _____ (The signature here acknowledges only the amount prepaid.)
					Charges Advanced: _____
					\$ _____



Per _____ Agent.

Per _____

CONDITIONS

Sec. 1. The carrier or party in possession of any of the property herein described shall be liable for any loss thereof or damage thereto, except as herein after provided.

No carrier or party in possession of any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the authority of law, or the act or default of the shipper or owner, or for differences in the weights of grain, seed, or other commodities caused by natural shrinkage or discrepancies in elevator weights. For loss, damage, or delay caused by fire occurring after forty-eight hours (exclusive of legal holidays) after notice of the arrival of the property at destination or at port of export (if intended for export) has been duly sent or given, the carrier's liability shall be that of warehouseman only. Except in case of negligence of the carrier or party in possession, the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held in transit upon request of the shipper, owner, or party entitled to make such request; or resulting from a defect or vice in the property or from riots or strikes; or for country damage on cotton. When in accordance with general custom, on account of the nature of the property, or when at the request of the shipper the property is transported in open cars, the carrier or party in possession (except in case of loss or damage by fire, in which case the liability shall be the same as though the property had been carried in closed cars) shall be liable only for negligence.

In case of quarantine the goods may be discharged at risk and expense of owners into quarantine depot or elsewhere, as required by quarantine regulations, or authorities, or for the carrier's dispatch, or at nearest available point in carrier's judgment, and in any such case carrier's responsibility shall cease when goods are so discharged, or goods may be returned by carriers at owner's expense and risk to shipping point, earning freight both ways. Quarantine expenses of whatever nature or kind upon or in respect to goods shall be borne by the owners of the goods or be a lien thereon. The carriers shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts required by quarantine regulations or authorities, even though same may have been done by carrier's officers, crew, agents or employees, nor for detention, loss or damage of any kind occasioned by quarantine or the enforcement thereof.

Sec. 2. In issuing this bill of lading this company agrees to transport goods with respect to the portion of the route beyond its own line.

No carrier shall be liable for loss, damage, or injury not occurring on its road or its portion of the through route, nor after said property has been delivered to the next carrier, except as such liability is or may be imposed by law.

Sec. 3. No carrier is bound to transport said property by any particular train or vessel, or in time for any particular market or otherwise than with reasonable dispatch, unless by specific agreement indorsed hereon. Every carrier shall have the right in case of physical necessity to forward said property by any railroad or route between the point of shipment and the point of destination; but if such diversion shall be from a rail to a water route the liability of the carrier shall be the same as though the entire carriage were by rail.

The amount of any loss or damage for which any carrier is liable shall be computed on the basis of the value of the property (being the bona fide invoice price, if any, to the consignee, including the freight charges, if prepaid) at the place and time of shipment under this bill of lading, unless a lower value has been represented in writing by the shipper or has been agreed upon or is determined by the classification or tariffs upon which the rate is based, in any of which events such lower value shall be the maximum amount to govern such computation, whether or not such loss or damage occurs from negligence.

Claims for loss, damage, or delay must be made in writing to the carrier at point of delivery or at the point of origin within four months after delivery of property, or, in case of failure to make delivery, then within four months after the reasonable time for delivery has elapsed. Unless claims are so made the carrier shall not be liable.

Any carrier or party liable on account of loss or damage to any of said property shall have the full benefit of any insurance that may have been effected upon an account of said property, so far as this shall not avoid the policies or contracts of insurance.

Sec. 4. All property shall be subject to necessary cooerage and baling at owner's cost. Each carrier over whose route cotton is to be transported here-

under shall have the privilege, at its own cost and risk, of compressing the same for greater convenience in handling or forwarding, and shall not be held responsible for deviation of unavoidable delays in procuring such compression. Grain in bulk consigned to a point where there is a railroad, public, or licensed elevator, may (unless otherwise expressly noted herein, and then if it is not promptly unloaded) be there delivered and placed with other grain of the same kind and grade without respect to ownership, and if so delivered shall be subject to a lien for elevator charges in addition to all other charges hereunder.

Sec. 5. Property not removed by the party entitled to receive it within forty-eight hours (exclusive of legal holidays) after notice of its arrival has been duly sent or given may be kept in car, depot, or place of delivery of the carrier, or warehouse, subject to a reasonable charge for storage and to carrier's responsibility as warehouseman only, or may be, at the option of the carrier, removed to and stored in a public or licensed warehouse at the cost of the owner and there held at the owner's risk and without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

The carrier may make a reasonable charge for the detention of any vessel or car, or for the use of tracks after the car has been held forty-eight hours (exclusive of legal holidays), for loading or unloading, and may add such charge to all other charges hereunder and hold such property subject to a lien therefor. Nothing in this section shall be construed as lessening the time allowed by law or as setting aside any local rule affecting car service or storage.

Property destined to or taken from a station, wharf, or landing at which there is no regularly appointed agent shall be entirely at risk of owner after unloaded from cars or vessels or until loaded into cars or vessels, and when received from or delivered on private or other sidings, wharves, or landings shall be at owner's risk until the cars are attached to and after they are detached from trains, or until loaded into and after unloaded from vessels.

Sec. 6. No carrier will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classification or tariffs, unless a special agreement to do so and a stipulated value of the articles are indorsed hereon.

Dangerous goods, without previous notice in writing to the carrier, shall be warehoused at owner's risk and expense or destroyed without compensation.

Sec. 8. The owner or consignee shall pay the freight, and average if any, and all other lawful charges accruing on said property, and, if required, shall pay the same before delivery. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

Sec. 9. Except in case of diversion from rail to water route, which is provided for in section 3 hereof, if all or any part of said property is carried by water over any part of said route, such water carriage shall be performed subject to the liabilities, limitations, and exemptions provided by statute and to the conditions contained in this bill of lading not inconsistent with such statutes or this section, and subject also to the condition that no such carrier or party in possession shall be liable for any loss or damage resulting from fire, or for any loss or damage resulting from the perils of the lakes, sea, or other waters; or from vermin, leakage, chafing, breakage, heat, frost, wet, explosion, bursting of boilers, breakage of shafts, or any latent defect in hull, machinery, or appurtenances, whether existing prior to, at the time of, or after sailing; or unseaworthiness; or collision, stranding, or other accidents of navigation, or from prolongation of voyage. And any vessel carrying any or all of the property herein described shall have the liberty to call at any port or ports, to tow and betowed, to transship, to lighter, to load and discharge goods at any time, and as the vessels in distress, and to deviate for the purpose of saving life or property. Such water carrier shall not be responsible for any loss or damage to property if it is necessary or is usual to carry such property upon deck.

The term "water carriage" in this section shall not be construed to include lighterage across rivers or in lake or other harbors when performed by the rail carrier, and the liability for such lighterage shall be governed by other sections of this instrument.

Sec. 10. Any alteration, addition or erasure in this bill of lading shall be made without an indorsement thereof hereon, signed by the agent of the carrier issuing this bill of lading, shall be without effect, and this bill of lading shall be enforceable according to its original tenor.

Civil Docket of

J. A. SHIVER

JUSTICE OF THE PEACE, BEAT NO. 5

BALDWIN COUNTY.

PERDIDO STATION, ALA..

New Orleans Vinager Co, (Vs) S, E, Phillips,

Plaintiff claims of defendant \$45.52 for merchandise shipped to
defendant sept, the first 1915,

Hall & Beebe attorneys for the plaintiff,

Feb, the 10th 1916, complaint filed and summons issued, return-
able on the 28th of feb, 1916,

Feb, the 10th summons and complaint returned executed,
feb, 28th continued till march the 20th,
March the 20th came the attorney for the plaintiff, and the defen-
dant and announced ready for trial, and after hearing the alegatioⁿ
the beaing sadsfide the plaintiffs claim was just, judgement agai-
nst the defendant for \$45.52 and cost of the court,

The defendant ask an appeal to the next turn of the circuit
court, which was granted by his puting up bond as required by law

Bill of cost \$3.55