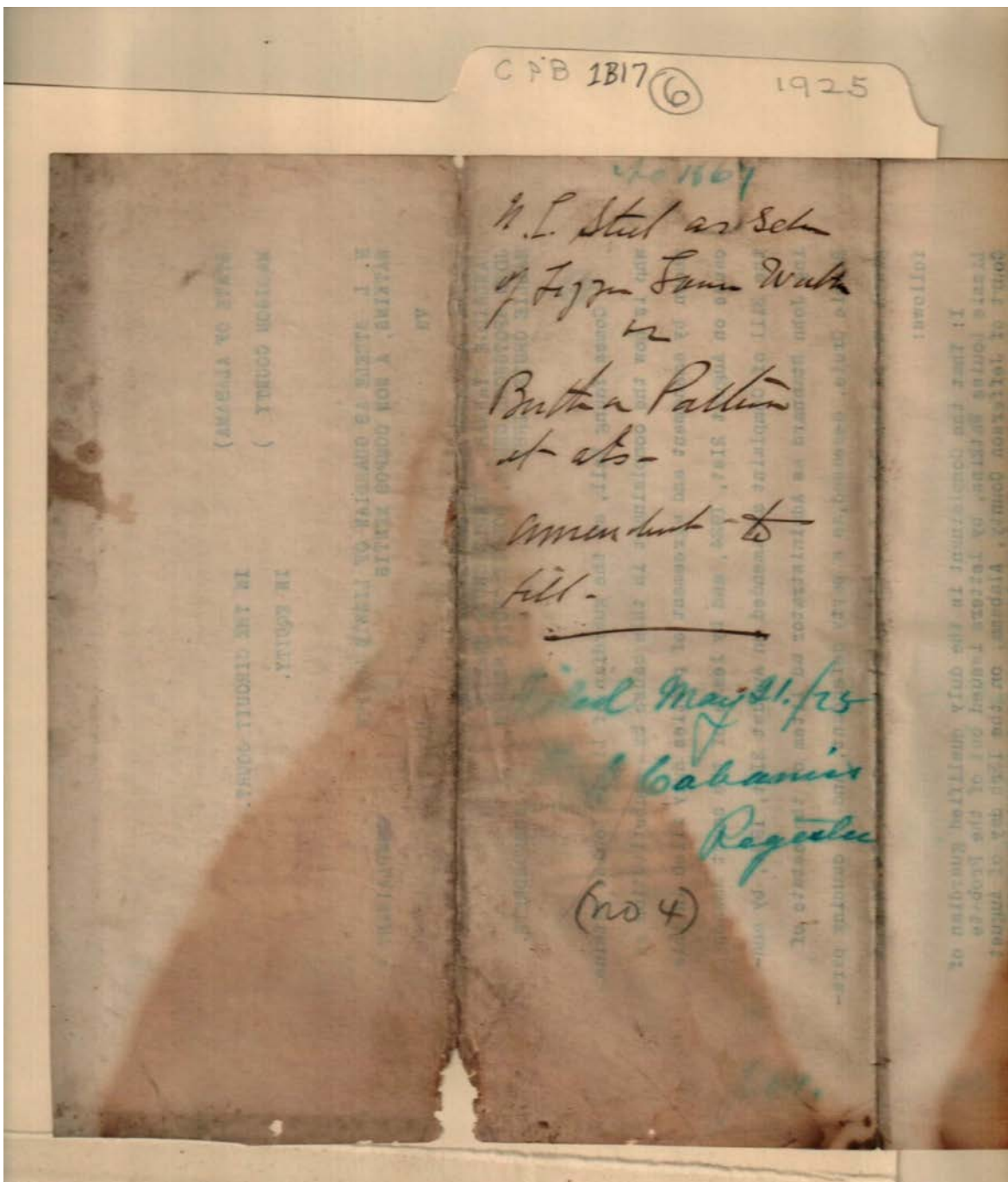


Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 17, Folder 6

Legal and court documents, 1925

Image 1 r01b17-06-000-0001 [Contents](#) [Index](#) [About](#)



Names:

Patterson, Bertha
Steel, N. L.

Watkins, Lizzie
Louise

Places:

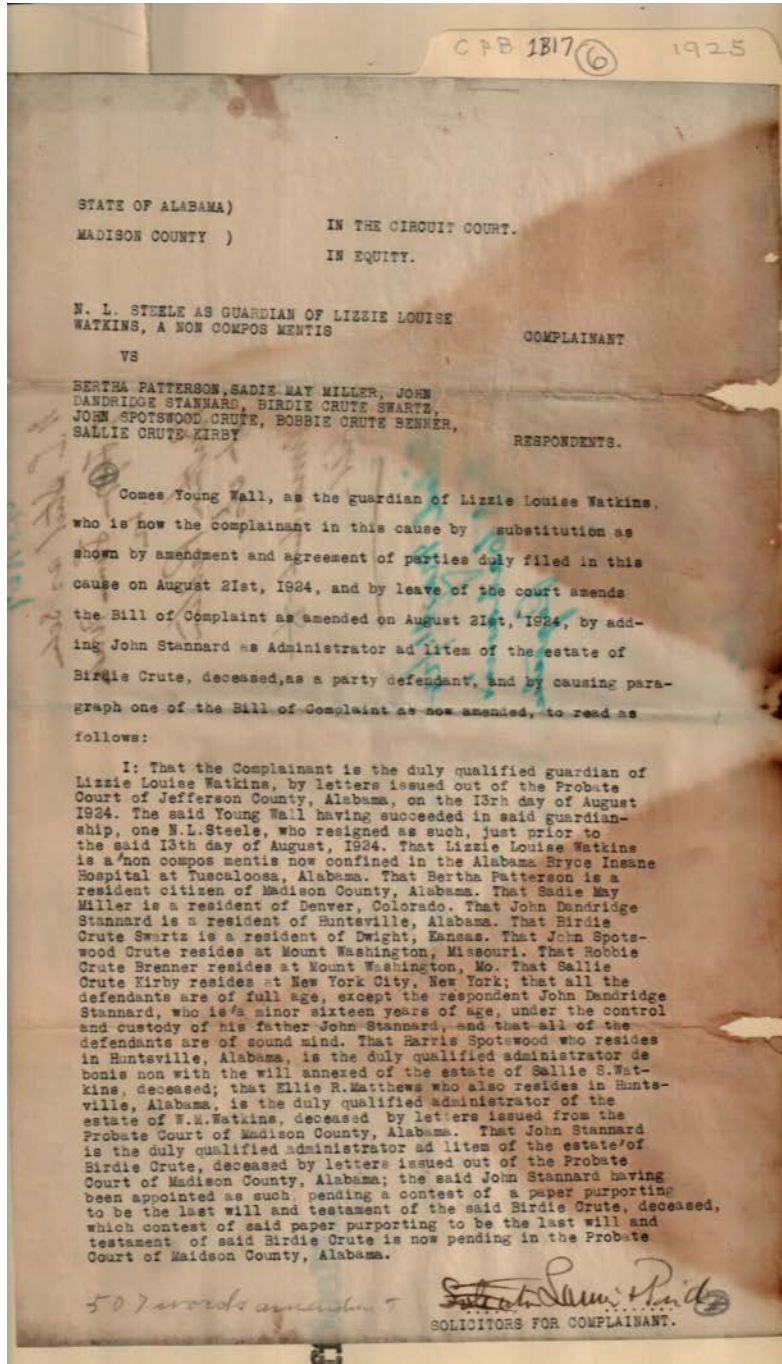
Madison Co., AL

Types:

circuit court in equity

Dates:

May 21, 1925



Names:

Benner, Bobbie Crute
Crute, Birdie
Crute, John
Spotswood
Kirby, Sallie Crute

Matthews, Ellie R.
Miller, Sadie May
Patterson, Bertha
Stannard, John

Stannard, John
Dandridge
Steel, N. L.
Swartz, Birdie Crute
Wall, Young

Watkins, Lizzie
Louise
Watkins, W. M.

Places:

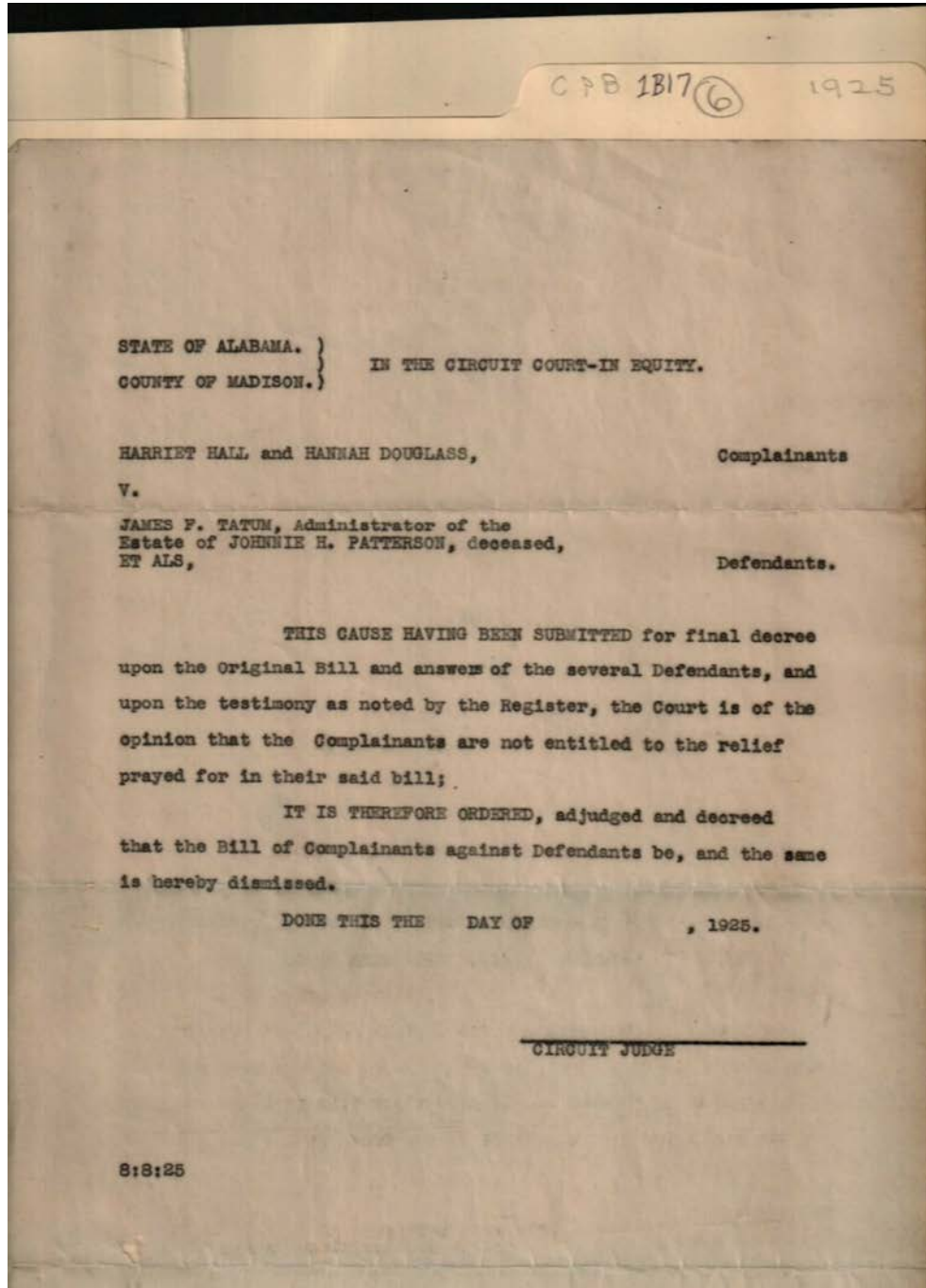
Madison Co., AL

Types:

circuit court in equity

Dates:

1925



Names:

Douglass, Hannah

Hall, Harriet

Patterson, Johnnie H.

Tatum, James F.

Places:

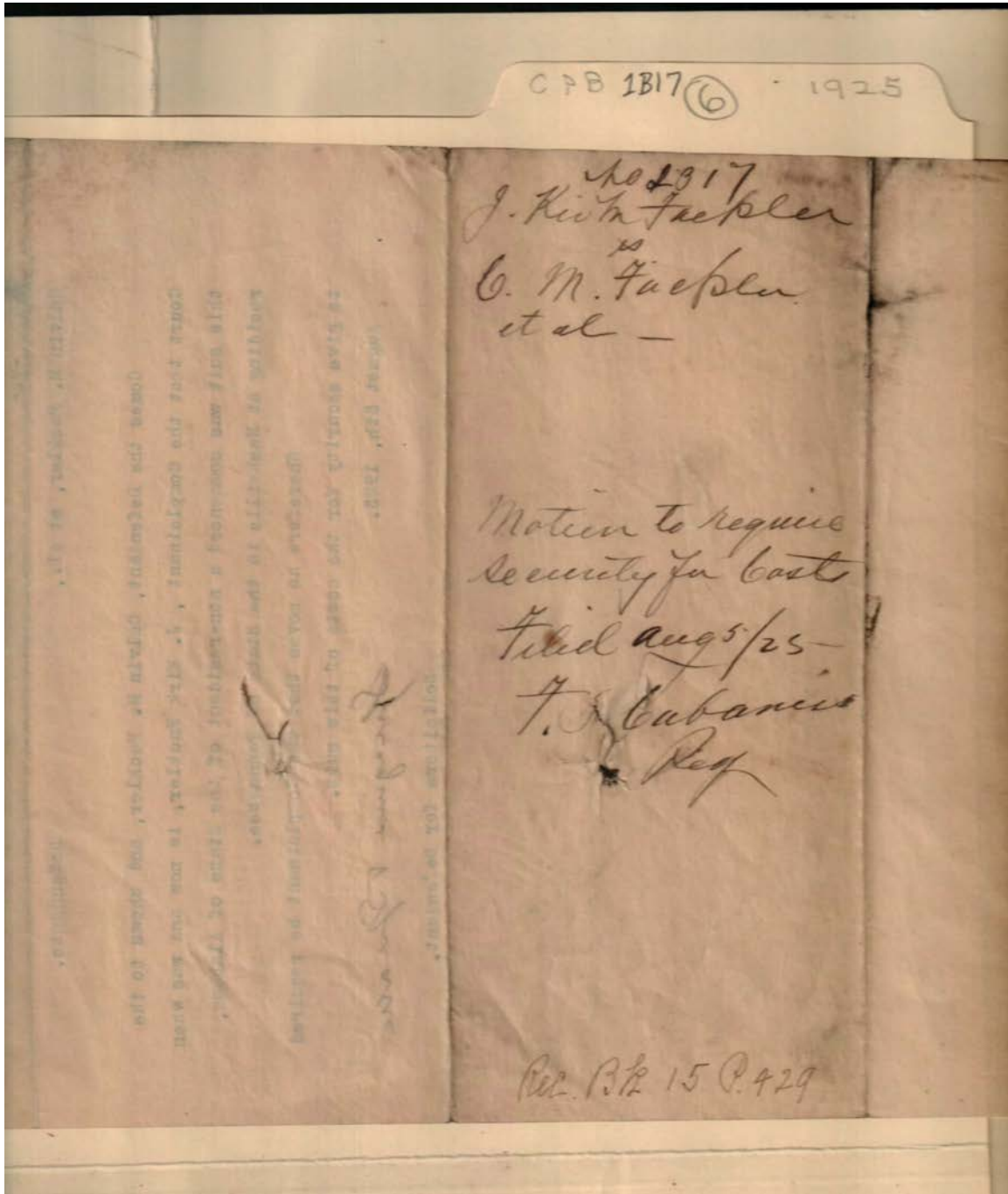
Madison Co., AL

Types:

circuit court in equity

Dates:

1925



Names:

Fackler, C. M.

Fackler, J. Kirk

Places:

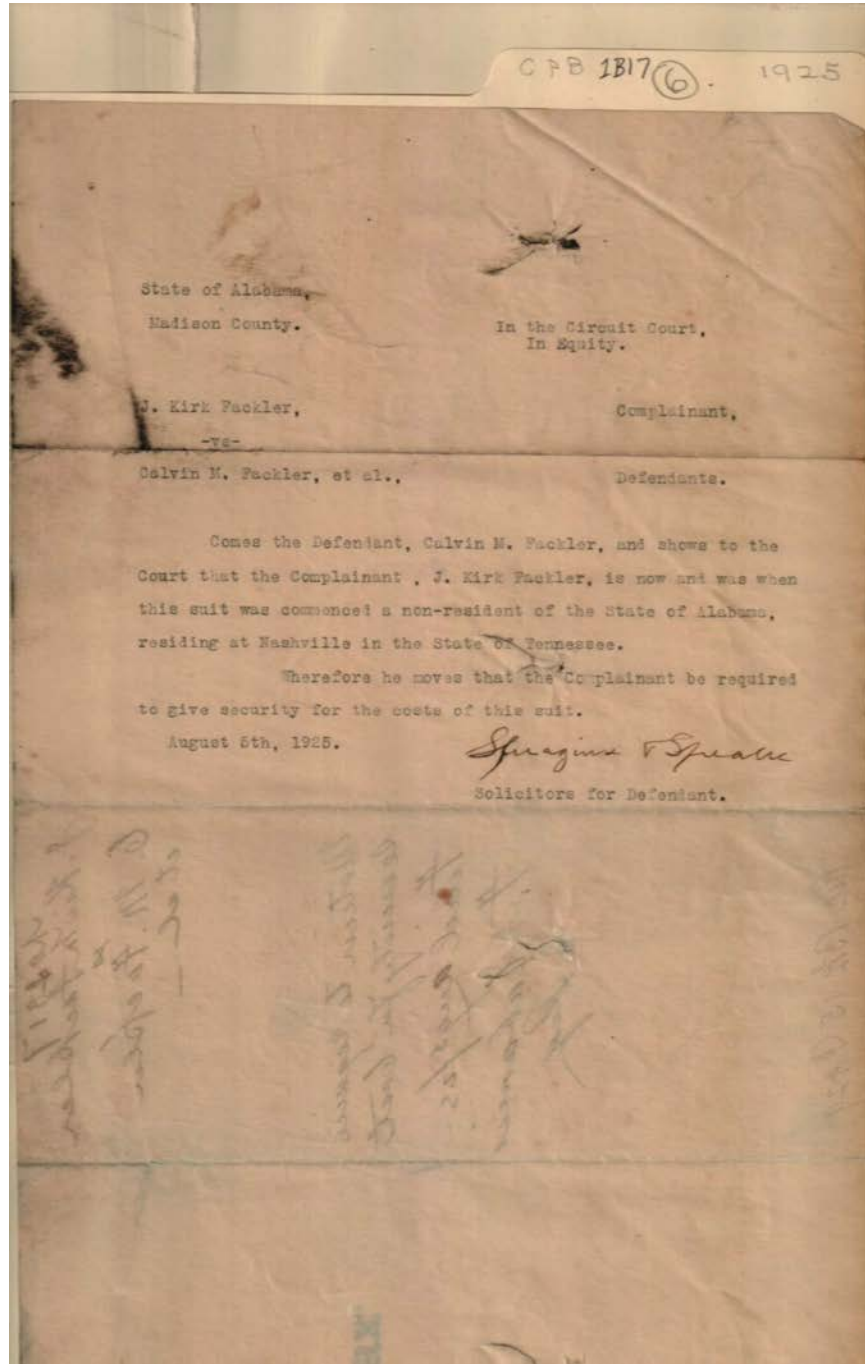
Madison Co., AL

Types:

circuit court in equity

Dates:

Aug 5, 1925



Names:

Fackler, Calvin M.

Fackler, J. Kirk

Places:

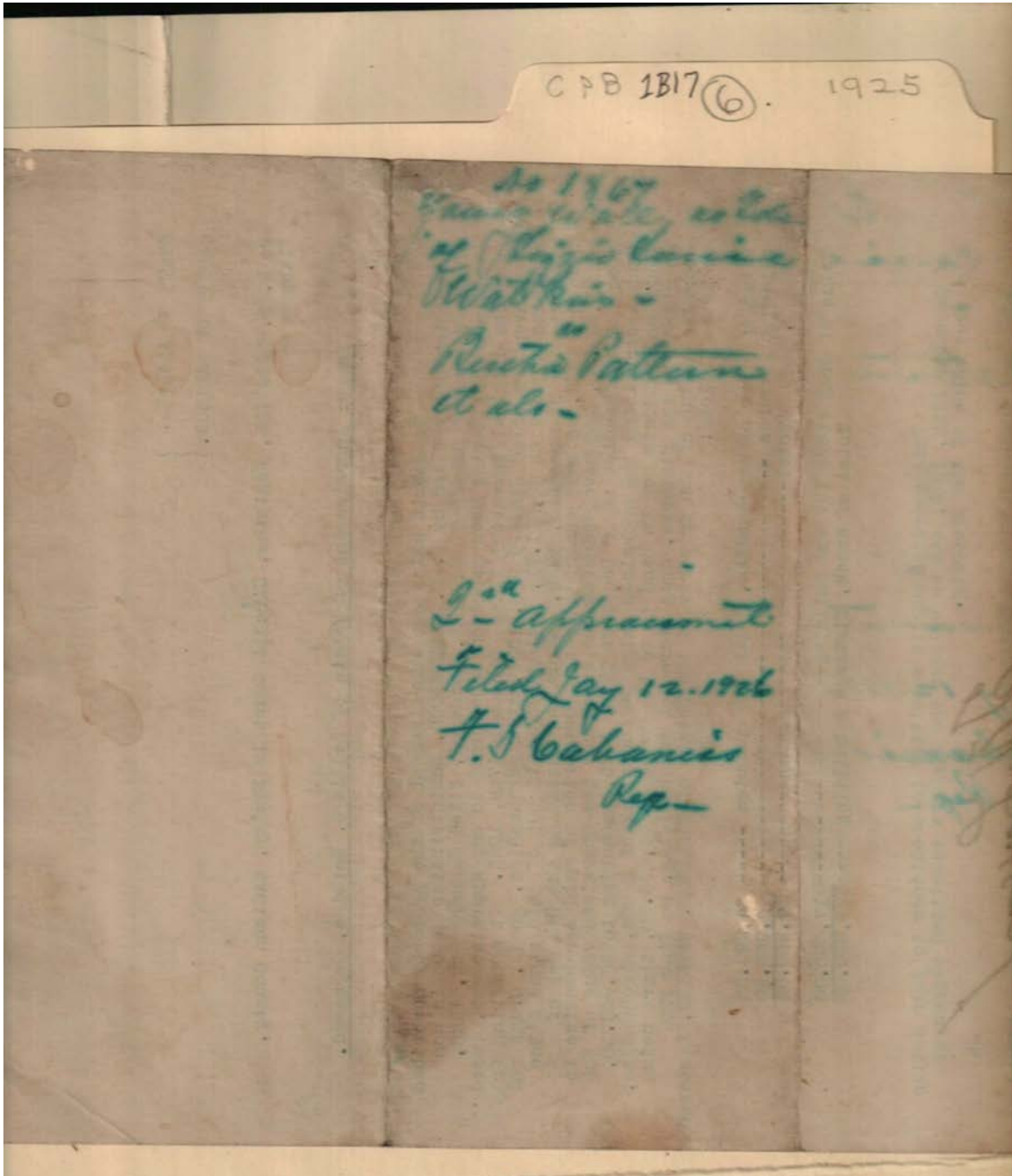
Madison Co., AL

Types:

circuit court in equity

Dates:

Aug 5, 1925



Names:

Patterson, Bertha
Wall, Young

Watkins, Lizzie
Louise

Places:

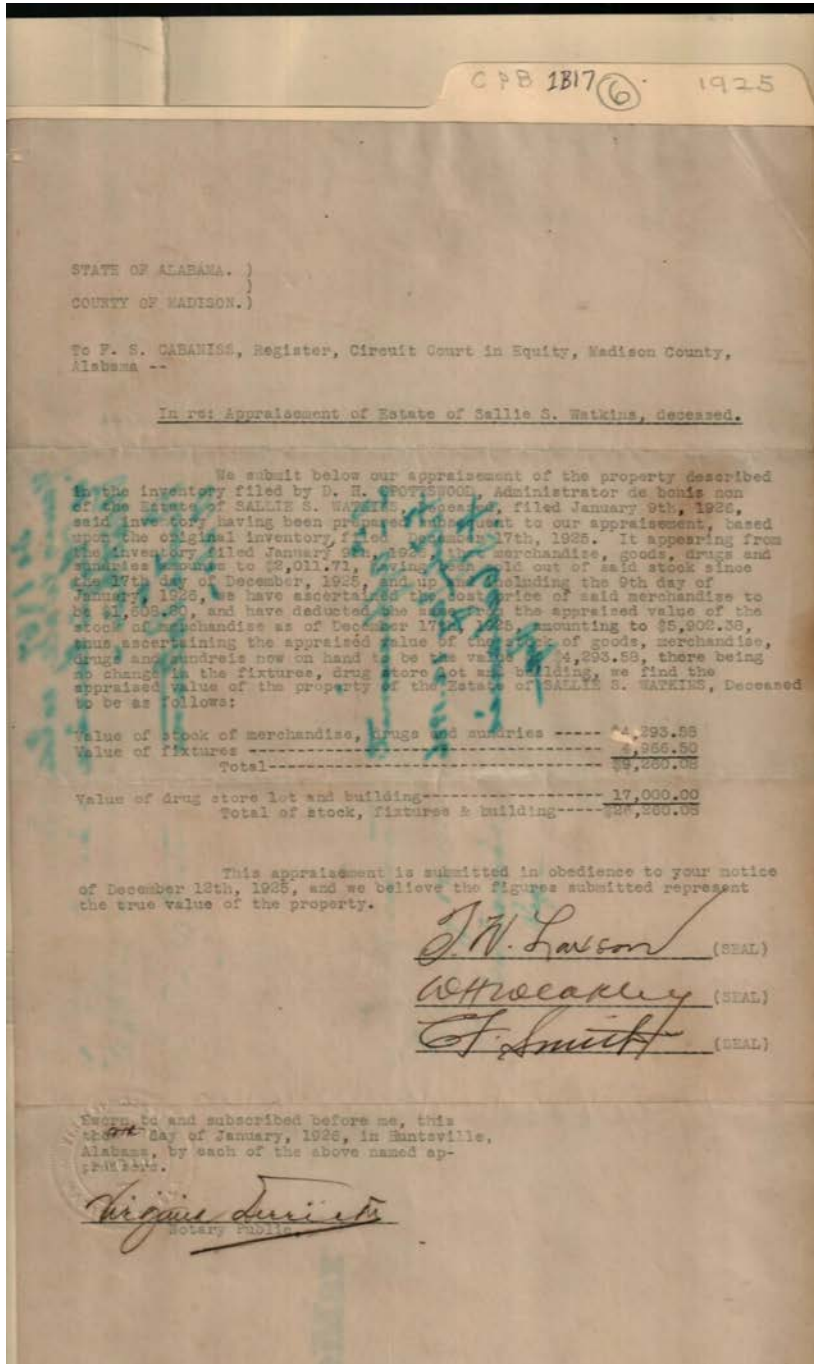
Madison Co., AL

Types:

circuit court in equity

Dates:

Jan 12, 1926



Names:

Cabaniss, F. S. (Register)	Laxson, T. W. Smith, C. F.	Spottswood, D. H. Watkins, Sallie S.	Weakley, W. H.
-------------------------------	-------------------------------	---	----------------

Places:

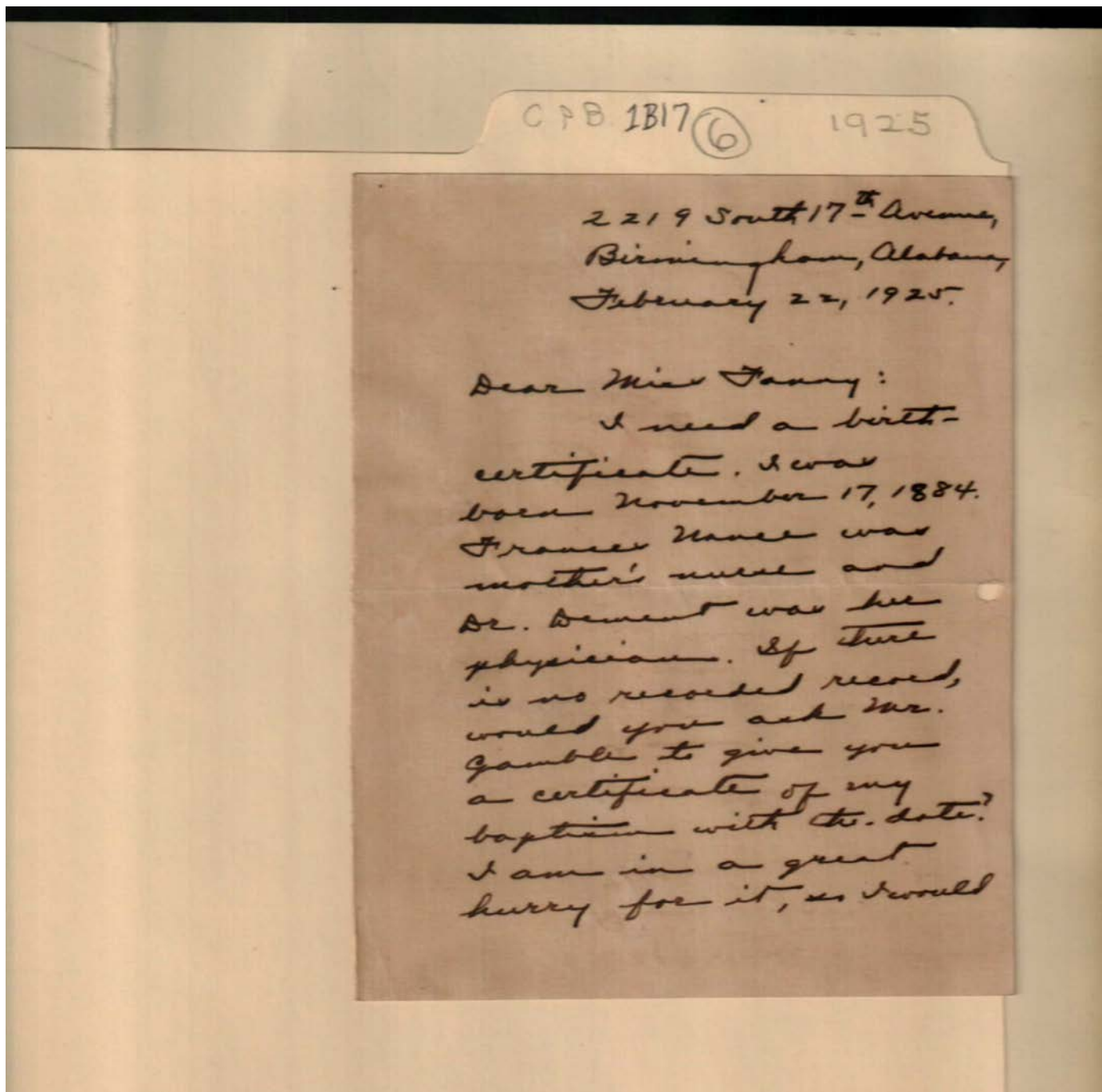
Madison Co., AL

Types:

appraisal

Dates:

Dec 12, 1925



Names:

, Fanny

Dement, Dr.

Gamble,

Moore, Frances

Places:

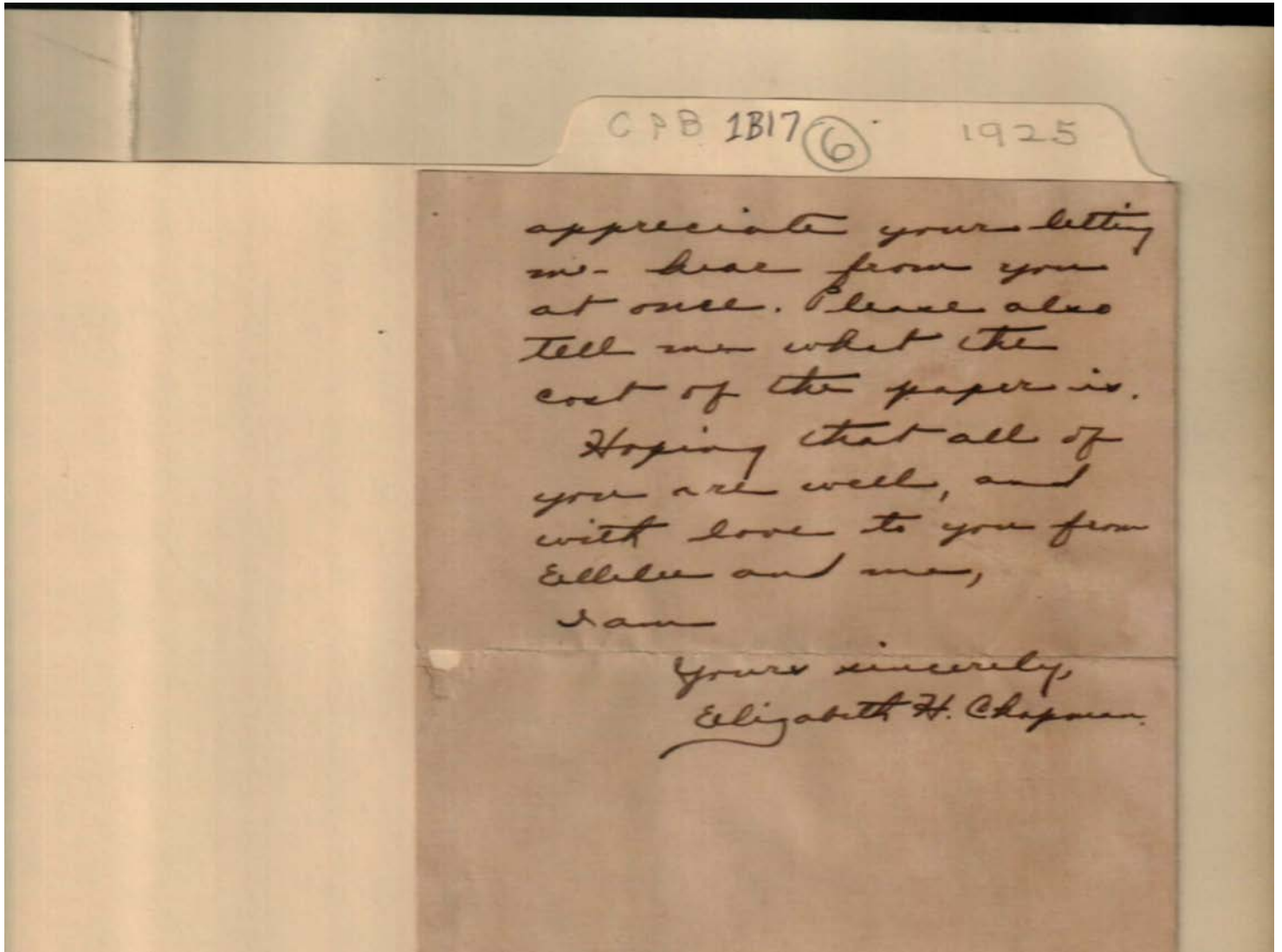
Birmingham, AL

Types:

correspondence

Dates:

Feb 22, 1925



birth record Nov 17, 1884

Names:

Chapman, Elizabeth
H.

Places:

Birmingham, AL

Types:

correspondence

Dates:

Feb 22, 1925

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 17, Folder 6

Legal and court documents, 1925

Image 10 r01b17-06-000-0010 [Contents](#) [Index](#) [About](#)

CPB 1B17 ⑥ 1925

No Claims Allowed Unless Made Upon Receipt of Goods. No Responsibility After Delivery. Transportation Liens IN GOOD ORDER.

BERRY, DEMOVILLE & CO.
Wholesale Druggists
Established 1834
NASHVILLE, TENN. Aug. 21, 1925.

174 Second Avenue, North.
Sold to

The undersigned warrants that the articles ordered by the parties are not adulterated or misbranded within the meaning of the Federal Food and Drug Act, June 30, 1906, or amended.
BERRY, DEMOVILLE & CO.

WATKINS DRUG STORE
HUNTSVILLE ALA

FREIGHT				
2	#	Powd Alum	12	24
3	Doz	Palmer's Skin Success Oint	2 25	6 75
		Free Goods		Ordered Direct
1	"	Bird Seed		1 50
1/2	"	Sal Hepatica 30¢	2 40	1 20
1/2	"	White Specific Soap	2 00	1 00
1/12	"	Lucky Tiger Hair Tonic Lge	8 00	67
1/6	"	Cabina Waterbury's	6 00	1 00
10	Grms	Mercurochrome		1 35
1/2	Doz	Tutta Pills	2 00	1 00
1	Doz	Red Cross Kidney Plasters		2 50
2	Ozs	Suppinate Quinine 1/2 oz	85	1 70
1	GrO	1 Oz R X Vials & Caps		3 44
1/4	Doz #	Oil Cloves	3 40	85
1/6	Doz	Blosser Cigarettes 35¢	2 80	47
1/4	"	Salhepatica 60¢	4 80	1 20
1/4	"	Bingue Balm Analgesic	6 00	1 50
1	Gal	Castor Oil		2 05
1/4	Doz	McCoy's C L Oil Tabs	4 80	1 20
1	Gal	Elix Saw Palmetto Comp		6 00
1	Doz	Boals Rolls		1 20
			Forwarded	36 82

Names:

Berry, Demoville & Co.

Watkins Drug Store

Places:

Huntsville, AL

Nashville, TN

Types:

account

Dates:

Aug 21, 1925

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 17, Folder 6

Legal and court documents, 1925

Image 11 r01b17-06-000-0011 [Contents](#) [Index](#) [About](#)

C 98 1817 (6) 1925

No Claims Allowed Unless Made Upon Receipt of Goods. No Responsibility After Delivery to Transportation Lines IN GOOD ORDER.

BERRY, DEMOVILLE & CO. SALESMAN
Wholesale Druggists
Established 1834

174 Second Avenue, North.
Sold to

NASHVILLE, TENN. Aug. 21, 1925.

WATKINS DRUG STORE
HUNTSVILLE ALA

The undersigned guarantees that the articles covered by this invoice are not adulterated or misbranded within the meaning of the Federal Food and Drug Act, June 30, 1906, as amended.
BERRY, DEMOVILLE & CO.

			FORWARDED	36 82
1/6	Doz	1Ung Vita	8 00	1 34
1	Pt	Ess. Caroid		1 17
1/3	Doz	Jap Oil	4 80	1 60
2	#	Prepared Chalk	10	20
3	M	Soda Straws	50	1 50
1	Box	Gillette Blades 5's 20 Packed 37½		7 50
1	Doz	Ft. Syringe Tubing		1 20
1	#	Williams Shaving Soap		50
1/2	Doz	Djer Kiss Talc Po	2 50	1 25
			Total	53 08

DUPLICATE

34
375
1200
1107
1005
1005
1000
1704
344
257
1200
1205
1200
600
1200
2682
134
117
100
150
120
120
125
5308

Names:

Berry, Demoville & Co.

Watkins Drug Store

Places:

Huntsville, AL

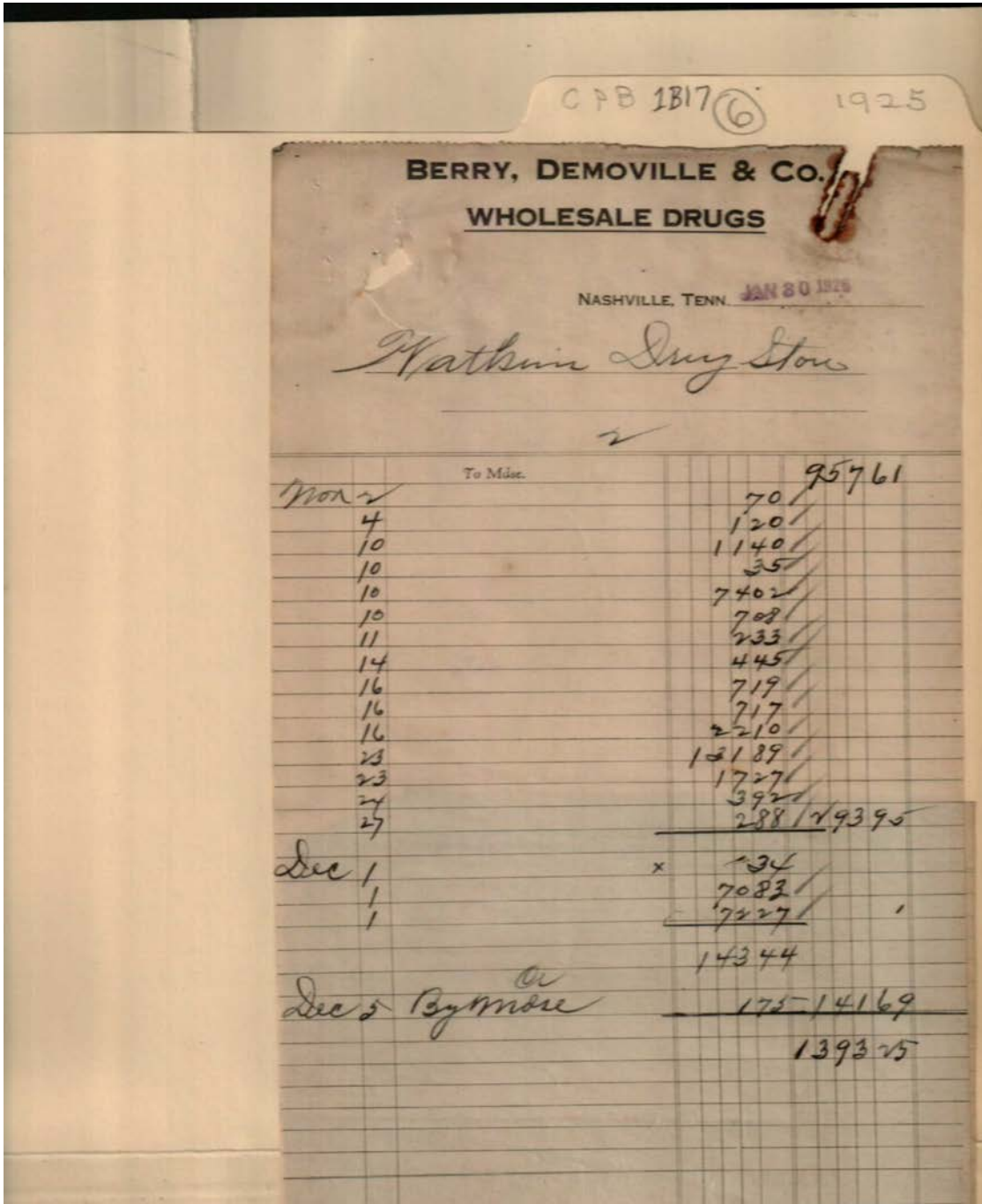
Nashville, TN

Types:

account

Dates:

Aug 21, 1925



Names:

Berry, Demoville & Co.

Watkins Drug Store

Places:

Huntsville, AL

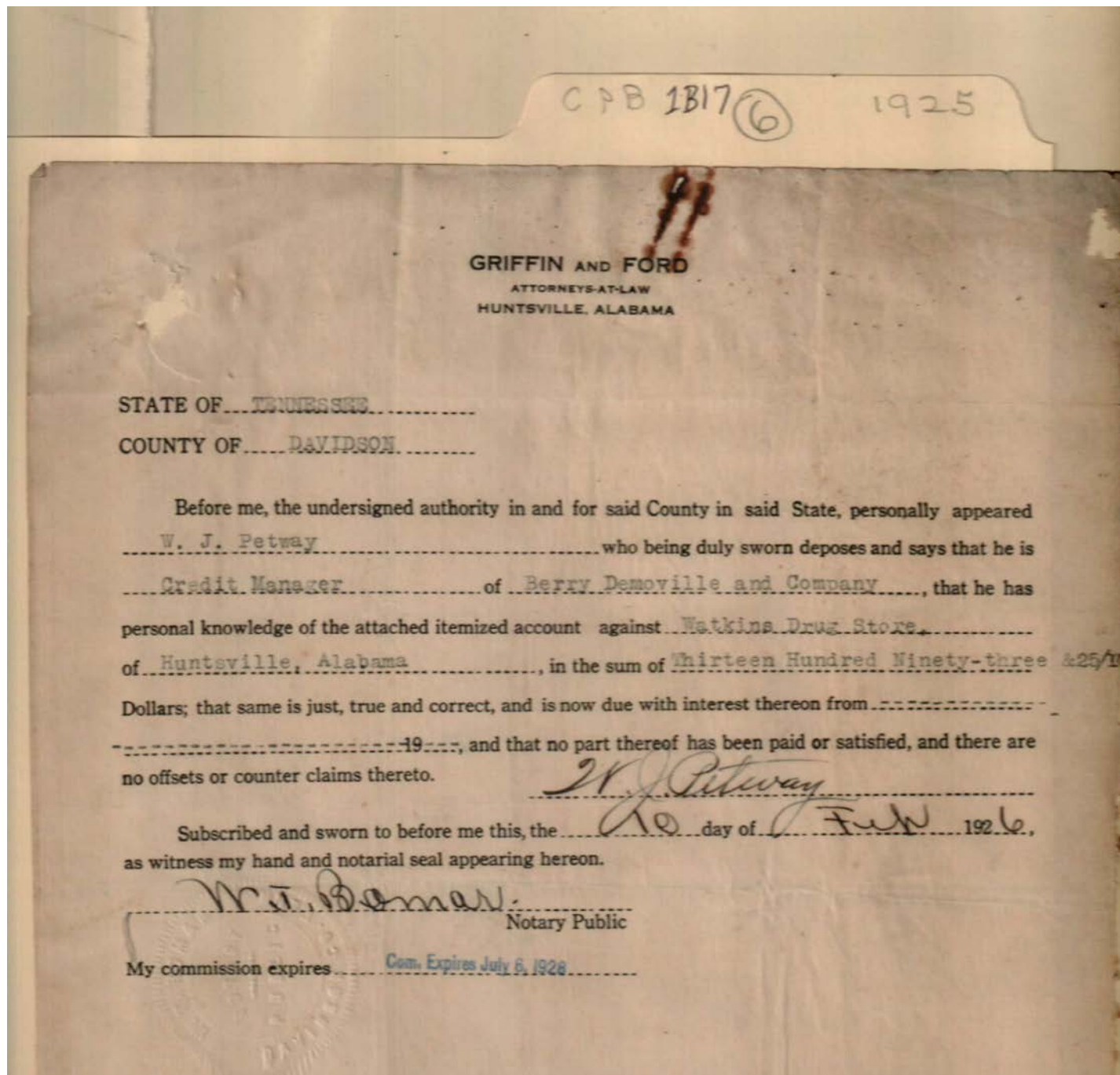
Nashville, TN

Types:

account

Dates:

Jan 30, 1926



Names:

Berry, Demoville & Co.

Griffin & Ford
Petway, W. J.

Watkins Drug Store

Places:

Davidson Co., TN

Huntsville, AL

Types:

deposition

Dates:

Feb 10, 1926

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 17, Folder 6

Legal and court documents, 1925

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C 7 B 1 B 1 7 (6) 1925

No Claims Allowed Unless Made Upon Receipt of Goods. No Responsibility After Delivery to Transportation Lines IN GOOD ORDER.

BERRY, DEMOVILLE & CO.
Wholesale Druggists
Established 1834

174 Second Avenue, North.

Sold to NASHVILLE, TENN. Aug 4, 1925.

WATKINS DRUG STORE
HUNTSVILLE ALA

FREIGHT

1/2	Doz	Walvine Shampoo	2 80	1 40
1/2	"	Dextro Maltose # 1	6 75	3 38
1	"	Jap Dental Floss		1 25
1	#	Assafoetida 40's		80
1	#	Camphor 32's		1 24
1/4	#	Strontium Bromides	1 28	1 29
1/4	Doz	Z O Pasters 2 X 5	5 40	1 35
1/4	"	Veraseptol	6 00	1 50
1	"	Putman Dye Olive Green		1 00 Adv
1	"	" " Dark Blue		1 00 "
1/2	"	Coccolin 2/	2 25	1 13
1	Gal	Castor Oil		2 05
1/2	Doz	D S Worm Oil	3 00	1 50
1	"	Bells Pine Tar Honey 2/		2 40
1/3	"	Foleys Honey & Tar 4/	4 80	1 60
1	"	1 Night Corn Cure		1 20
1/2	"	Eagle Eye Salve	2 40	1 20
1	Oz	Quinine 8's		1 30
1	"	" 1/4's		1 04
1/2	"	"	85	43
1	D	Blk & Wht Soap		2 00
100	Pills	O R C		39
1/2	Doz	Syrup Figs	4 80	2 40
1	"	Good Night Mosquito Lotion	Sm1	None
1/4	"	Astj,adpr Small	5 20	1 30

Forward 33

Names:

Berry, Demoville & Co.

Watkins Drug Store

Places:

Huntsville, AL

Nashville, TN

Types:

account

Dates:

Aug 4, 1925

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 17, Folder 6

Legal and court documents, 1925

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CPB 1817 (6) 1925

No Claims Allowed Unless Made Upon Receipt of Goods. No Responsibility After Delivery to Transportation Lines IN GOOD ORDER.

BERRY, DEMOVILLE & CO.
Wholesale Druggists
Established 1834
174 Second Avenue, North.
NASHVILLE, TENN.

Sold to **WATKINS DRUG STORE?**
HUNTSVILLE ALA

The undersigned guarantees that the articles covered by this invoice are not adulterated or misbranded within the meaning of the Federal Food and Drug Act, June 30, 1906, as amended.
BERRY, DEMOVILLE & CO.

			Forwarded	33 15
- 1/3	Doz	Stewarts Dysp Tabs 4/	4 80	1 60
1/2	"	Saymans Salve	1 75	88
1/2	"	Citric Acid	70	35
5	#	Salt Petre	15	75
1	Doz	Bromo Seltzer 2/		2 40
1	"	Bakers Conditions Powders		1 60
1/4	"	Thatchers B 1 Syrup Sml	5 00	1 25
1/6	"	Scotts Emulsion Lge	9 00	1 50
1/6	"	Robinsons Infant Foods	6 50	1 09
2/3	"	Exelento Soap#	2 25	1 50
1/4	"	Squibbs Liq Petrolatum	8 00	2 00
1/4	"	Dam Blk Dye small	4 25	1 07
1/3	"	Manzah Tubes	4 80	1 60
4	"	Bayers Aspirin Tabs 12's	1 44	5 76
1	"	Wavine Hair Dressing		2 00
1	"	Q uean # " "		2 10
1	"	Whites Specific Face Cream		2 00
1/6	"	Dysapepain	4 80	80
1/4	"	Klim Whole Milk	7 80	1 95
1/2	"	Hinds H & A Cream 4/	4 00	2 00
1/6	"	Cotys Talc Po	9 80	1 60
1	"	15¢ Pocket Combs		1 20
1/6	"	Lge Auto Chamios # T B	19 50	3 25
1/3	"	Pee Chee Polish	2 10	70 Adv
1/2	"	Septic Pencils	40	20
			Forwarded	74 3

Names:

Berry, Demoville & Co.

Watkins Drug Store

Places:

Huntsville, AL

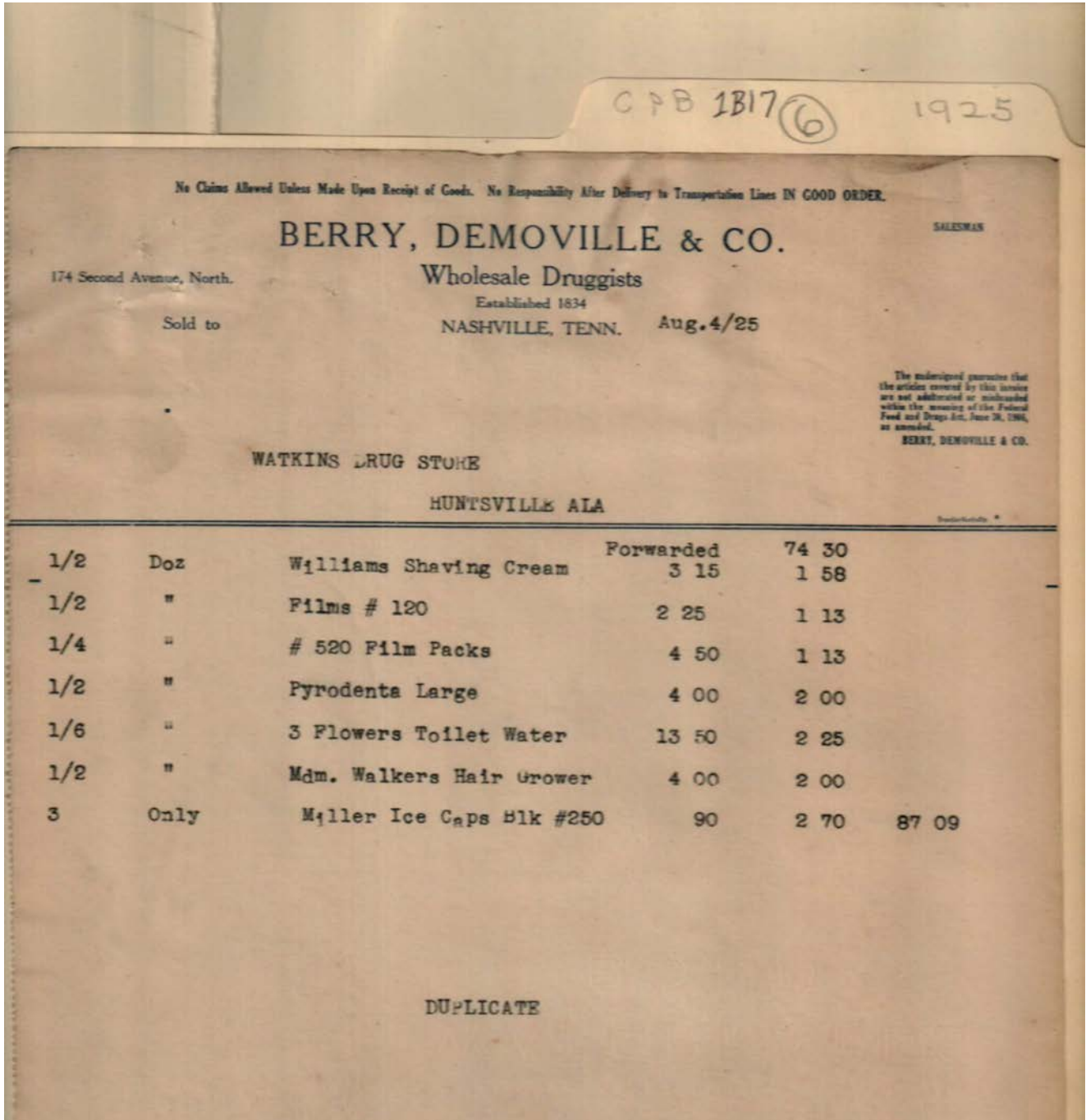
Nashville, TN

Types:

account

Dates:

Aug 4, 1925



Names:

Berry, Demoville & Co.

Watkins Drug Store

Places:

Huntsville, AL

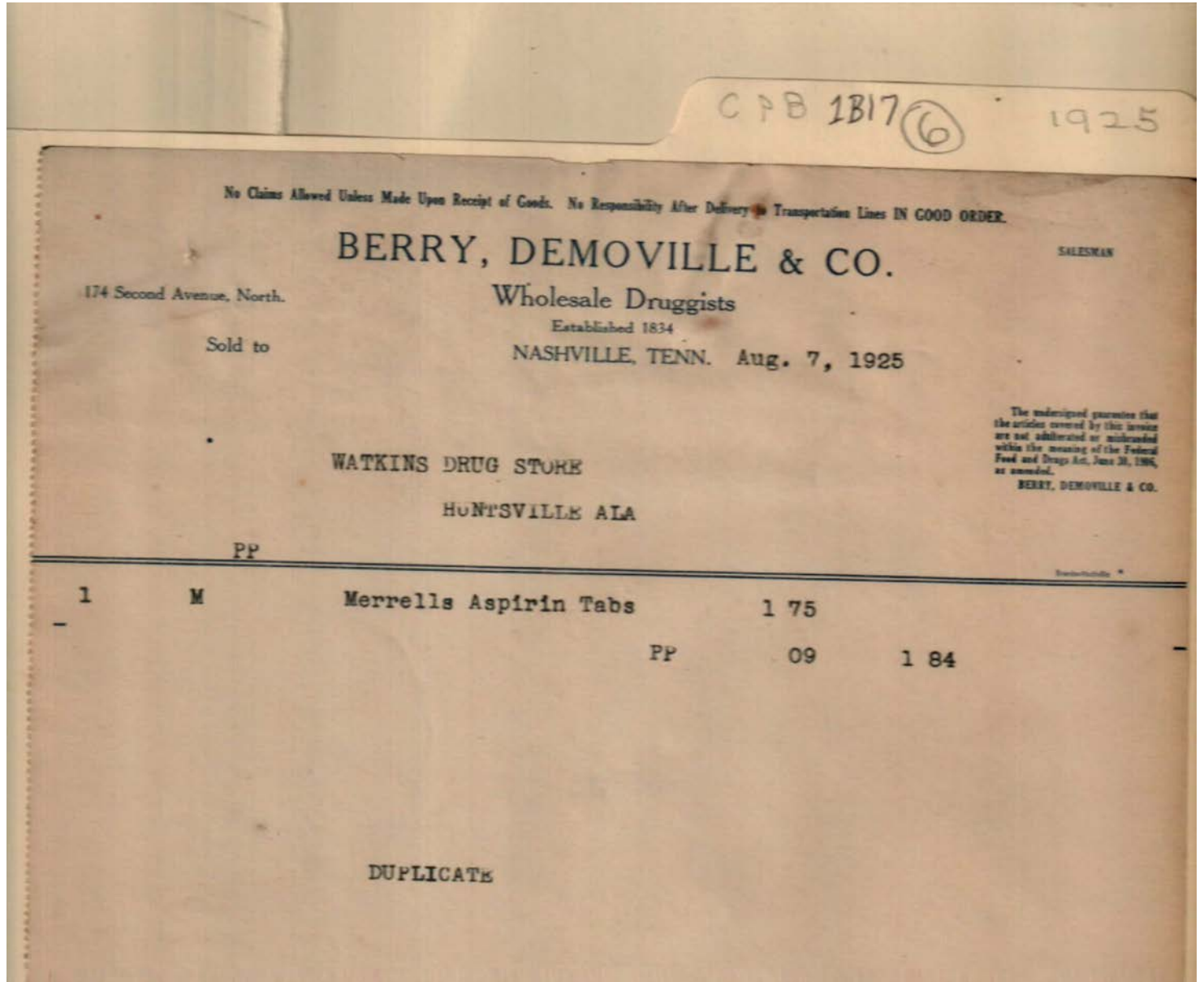
Nashville, TN

Types:

account

Dates:

Aug 4, 1925



Names:

Berry, Demoville & Co.

Watkins Drug Store

Places:

Huntsville, AL

Nashville, TN

Types:

account

Dates:

Aug 7, 1925

CPB 1B17 (6) 1925

No Claims Allowed Unless Made Upon Receipt of Goods. No Responsibility After Delivery. Transportation Lines IN GOOD ORDER.

BERRY, DEMOVILLE & CO.
Wholesale Druggists
Established 1834
NASHVILLE, TENN. Aug 10, 1925

174 Second Avenue, North.
Sold to

SALESMAN

WATKINS DRUG STORE
HUNTSVILLE ALA

The undersigned guarantees that the articles covered by this invoice are not adulterated or misbranded within the meaning of the Federal Food and Drug Act, June 30, 1906, as amended.
BERRY, DEMOVILLE & CO.

PF				
1/2	Doz	Rit Pink	1 15	78
1/2	#	Tinc Assafoetida	2 40	1 20
1/2	Doz	Ponds Van Cream Sml Jars	3 00	1 50
2	#	Cream Tartar	38	76
1	#	Magnesia Ozs		38
1	#	Load Stone		35
1/6	Doz	Chamois 19 X 25	15 00	2 50
1/4	"	Pompeian Massage Sml	4 80	1 20
			PP	20

8 87

DUPLICATE

Names:

Berry, Demoville & Co.

Watkins Drug Store

Places:

Huntsville, AL

Nashville, TN

Types:

account

Dates:

Aug 10, 1925

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 17, Folder 6

Legal and court documents, 1925

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CPB 1B17 (6) 1925

No Claims Allowed Unless Made Upon Receipt of Goods. No Responsibility After Delivery. Expedite Lines IN GOOD ORDER.

BERRY, DEMOVILLE & CO.
Wholesale Druggists
Established 1834

174 Second Avenue, North. Sold to NASHVILLE, TENN. Aug 13, 1925.

WATKINS DRUG STORE
HUNTSVILLE ALA

The undersigned guarantees that the articles ordered by this invoice are not adulterated or misbranded within the meaning of the Federal Food and Drug Act, June 30, 1906, as amended.
BERRY, DEMOVILLE & CO.

FREIGHT					
5	Gal	Hires Ready to Serve Syrup	1 90		9 50
1	"	Paregoric			4 75
1/2	Doz	Miles Nervine	8 00		4 00
1/4	"	Scotts Emulsion 4/	4 50		1 13
1/6	"	Delatone	9 00		1 50
1/4	"	Jad Salts	6 80		1 70
6	"	Castoria	3 25	19 50	
			5%	98	18 52
1/6	"	Thatchers Liver Med 8/	8 00		1 34
1/2	"	Squibbs Epsom Salts 1/4's	1 44		72
1/2	"	Herb Juice	9 00		4 50
1/2	"	Pinkhama Vdg Comp	10 56		5 28
1/4	"	Pisos Remedy	2 80		70
1/4	"	G F P	8 00		2 00
3	"	Blue Seal Vaseline # 1	75		2 25
3	"	Peenamint 2/	2 00		6 00
1/2	"	Stewarts Calcium Wafers	4 80		2 40
1/4	"	Pazo Ointment	4 80		1 20
1	"	Coca Cola Glasses			1 00
2	"	10% Salicylic Acid	75		1 50
1	"	Walsons Hair Dressing 2/	2 25		2 25
1	"	Plough " "			2 00
1	"	Blk & Wht " "			4 00
100		15 XX Corke			65
				Forwarded	78 69

Names:

Berry, Demoville & Co.

Watkins Drug Store

Places:

Huntsville, AL

Nashville, TN

Types:

account

Dates:

Aug 13, 1925

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 17, Folder 6

Legal and court documents, 1925

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CPB 1B17 (6) 1925

No Claims Allowed Unless Made Upon Receipt of Goods. No Responsibility After Delivery. **RESERVE LINES IN GOOD ORDER.**

BERRY, DEMOVILLE & CO.
Wholesale Druggists
Established 1834

174 Second Avenue, North.

Sold to NASHVILLE, TENN. Aug. 13, 1925.

The undersigned guarantees that the articles covered by this invoice are not adulterated or misbranded within the meaning of the Federal Food and Drug Act, June 30, 1906, as amended.
BERRY, DEMOVILLE & CO.

WATKINS DRUG STORE
HUNTSVILLE ALA

			Amt	Forward	78 89
1/4	Doz	Armands Cold Cream Po	8 00		2 00
1/2	"	Woodburys Soap	2 25		1 13
1/3	"	Luxor Face Cr Nat or Flesh	4 50		1 50
2	"	Hoyts Cologne 10¢	75		1 50
1	"	" " 2/			2 00
1/4	"	Nadinola Face Cream	4 00		1 00
1	"	Mavis Face Po			2 17
1/2	"	Clear Eye Cups	75		38
1/3	"	Williams Shaving Stick	3 15		1 05
1/2	"	Library Paste Bottles	85		43
1	"	Prophylactic Tooth Brushes Med Adult			3 75
6	"	Blue Seal Carb Vaseline	90		5 40
36	Only	# 950 Batteries	17¢	6 12	
			40%	2 44	3 68
1/4	Doz	Spiro Powder	2 40		60
				Total	105 48

DUPLICATE

Names:

Berry, Demoville & Co.

Watkins Drug Store

Places:

Huntsville, AL

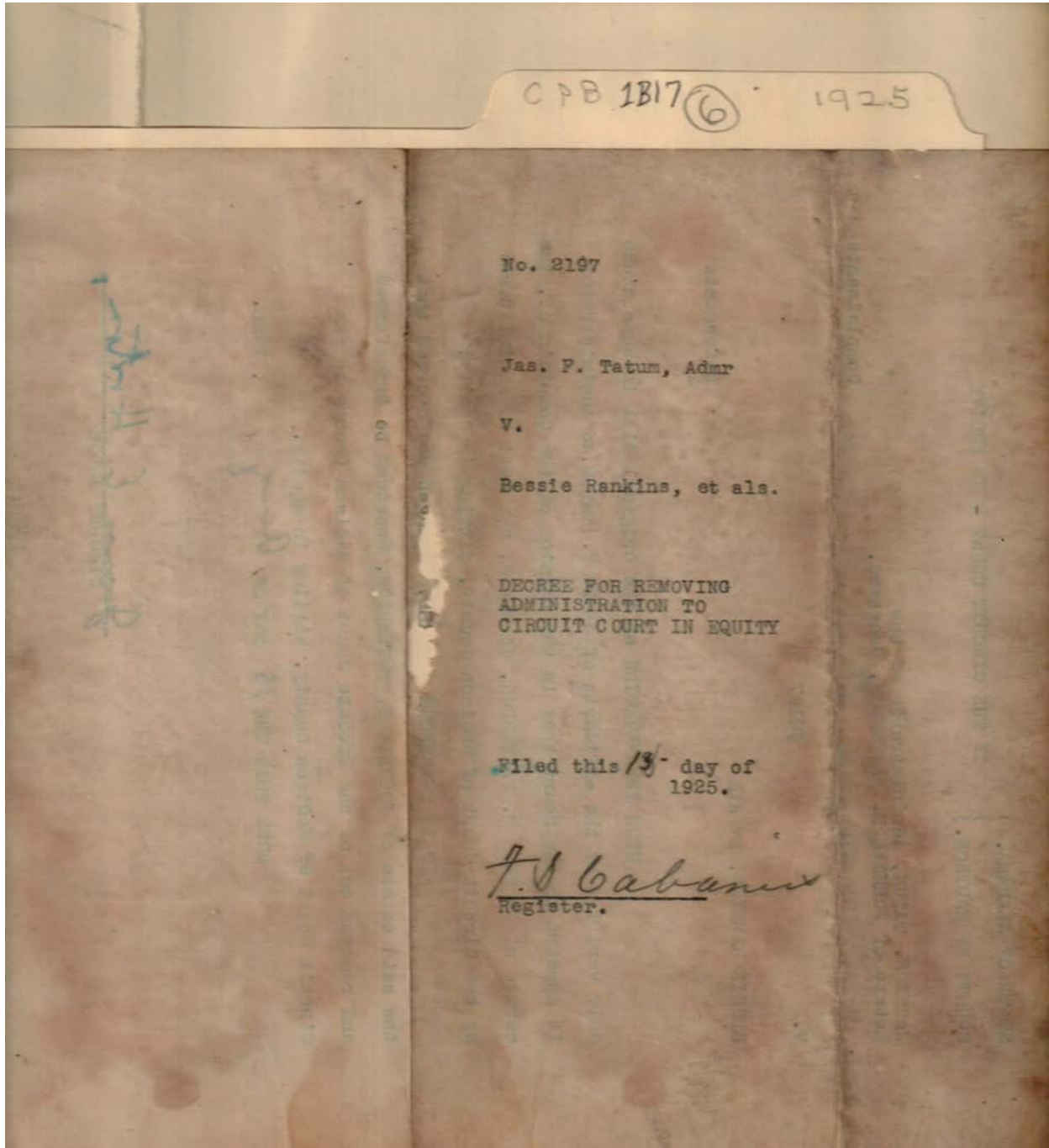
Nashville, TN

Types:

account

Dates:

Aug 13, 1925



Names:

Rankins, Bessie

Tatum, James F.

Places:

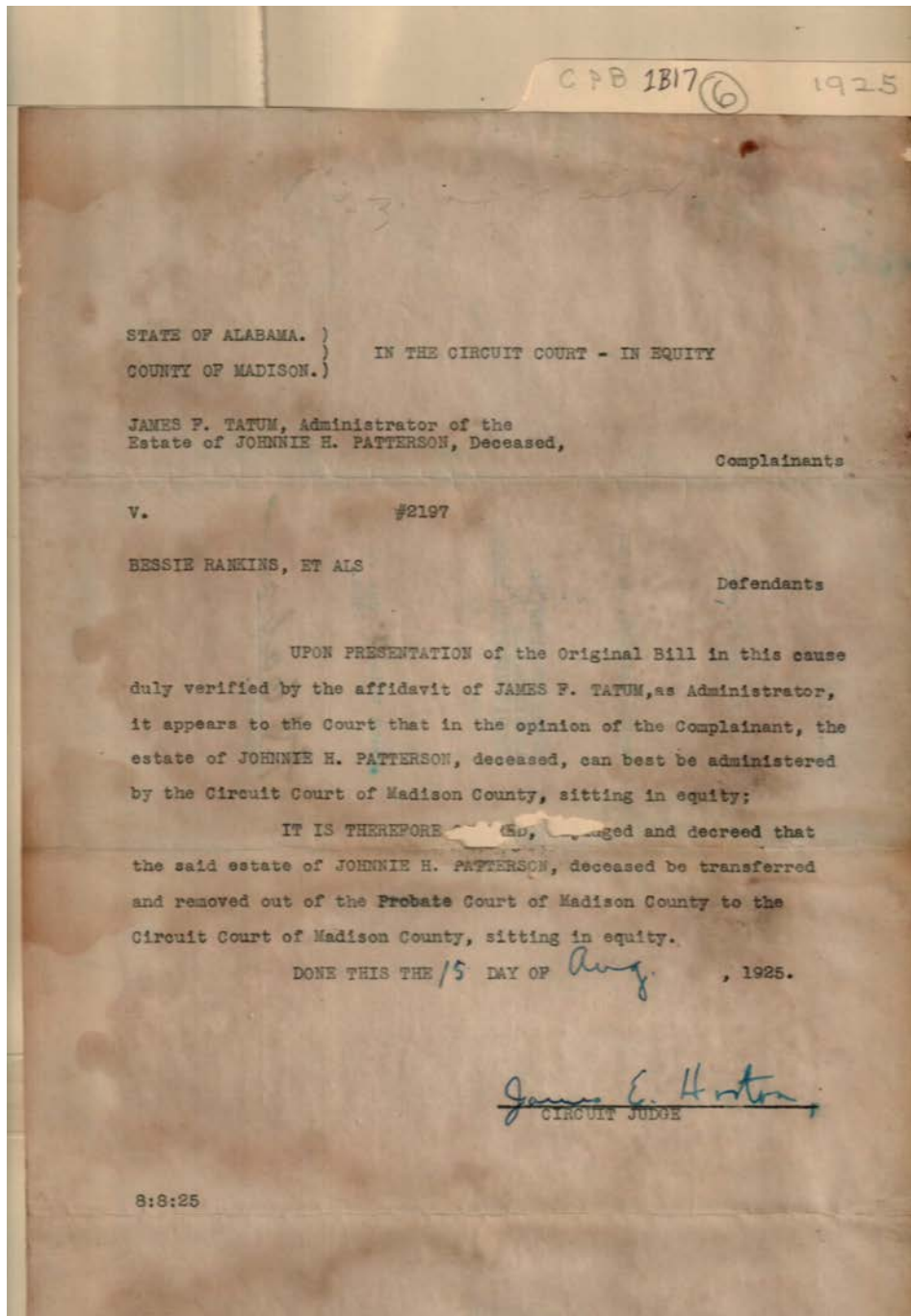
Madison Co., AL

Types:

circuit court in equity

Dates:

Aug 15, 1925



Names:

Patterson, Johnnie E.

Rankins, Bessie

Tatum, James F.

Places:

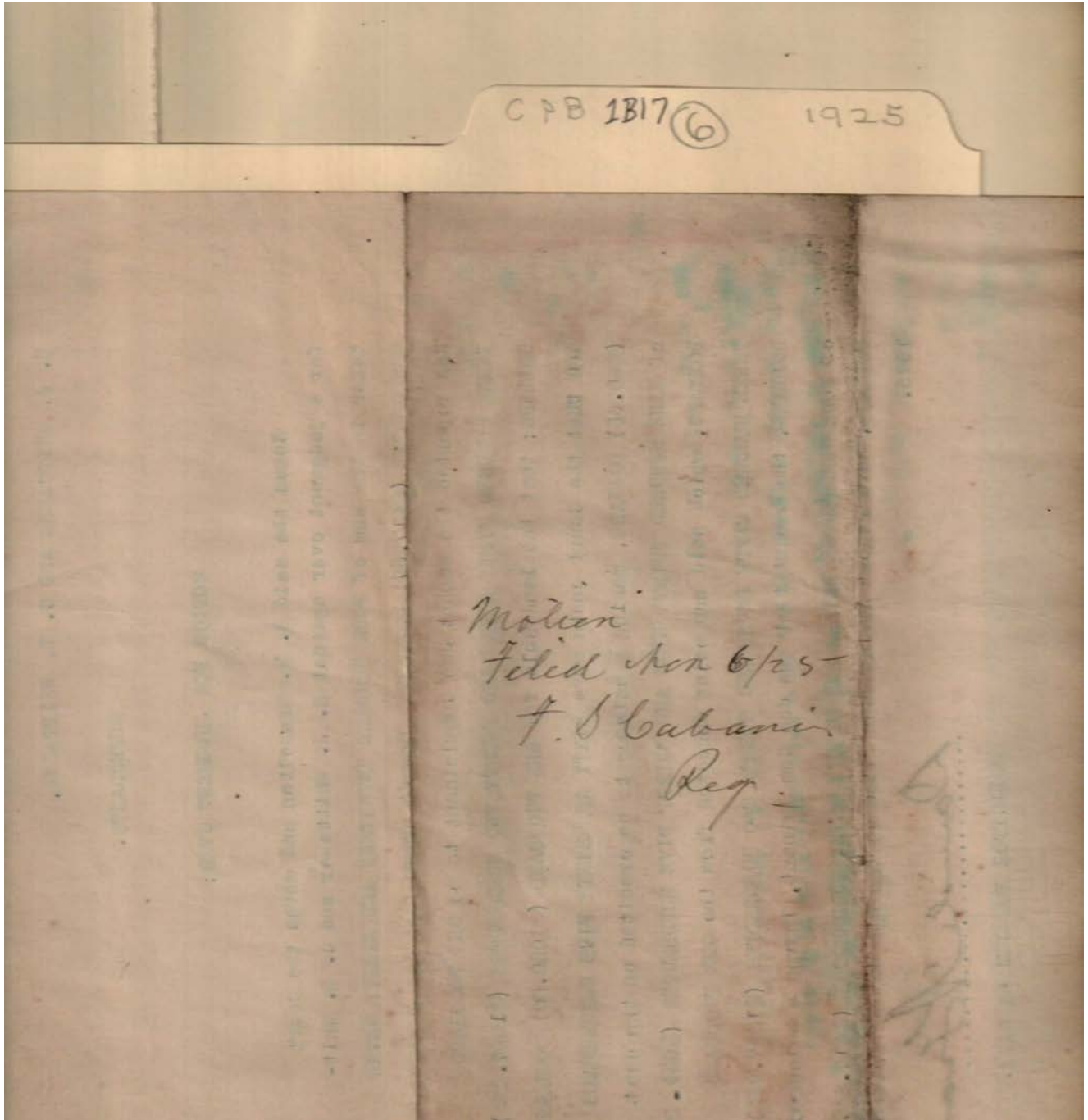
Madison Co., AL

Types:

circuit court in equity

Dates:

Aug 15, 1925



Places:

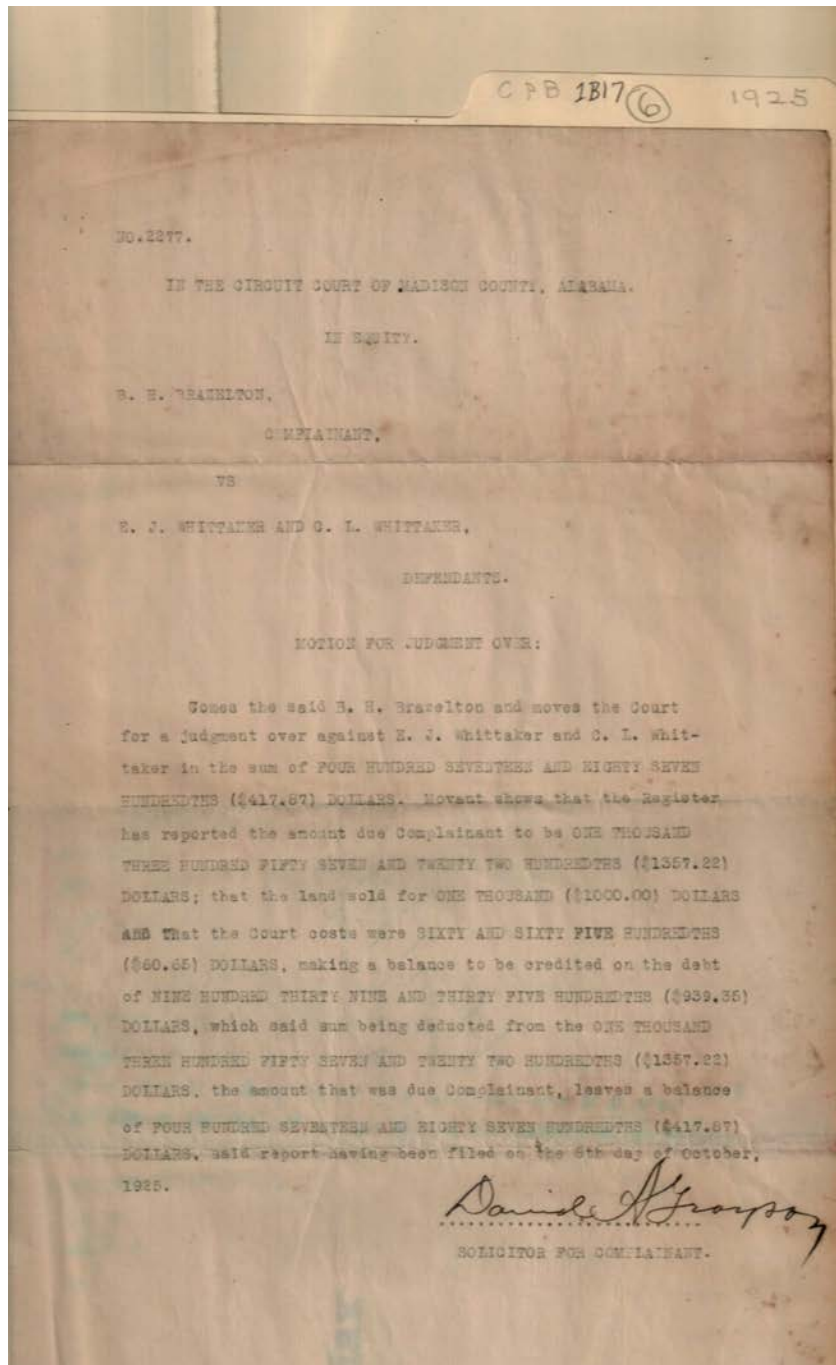
Madison Co., AL

Types:

circuit court in equity

Dates:

Nov 6, 1925



Names:

Brazelton, B. H.

Whittaker, C. L.

Whittaker, E. J.

Places:

Madison Co., AL

Types:

circuit court in equity

Dates:

Nov 6, 1925

CPB 1B17 (6) 1925

No Claims Allowed Unless Made Upon Receipt of Goods. No Responsibility After Delivery to Transportation Lines IN GOOD ORDER.

BERRY, DEMOVIILE & CO. SALESMAN

174 Second Avenue, North. Wholesale Druggists
Established 1834

Sold to NASHVILLE, TENN. Oct. 2, 1925.

The undersigned guarantees that the articles covered by this invoice are not adulterated or misbranded within the meaning of the Federal Food and Drug Act, June 30, 1906, as amended.
BERRY, DEMOVIILE & CO.

WATKINS DRUG STORE
HUNTSVILLE ALA

PP				
1/4	Doz	Divers Bathing Caps # 337	6 00	1 50
1	"	Marine Band Harps G		4 00
1	"	" " " D		4 00
			PP	13
			Total	9 63

DUPLICATE

Names:

Berry, Demoville & Co.

Watkins Drug Store

Places:

Huntsville, AL

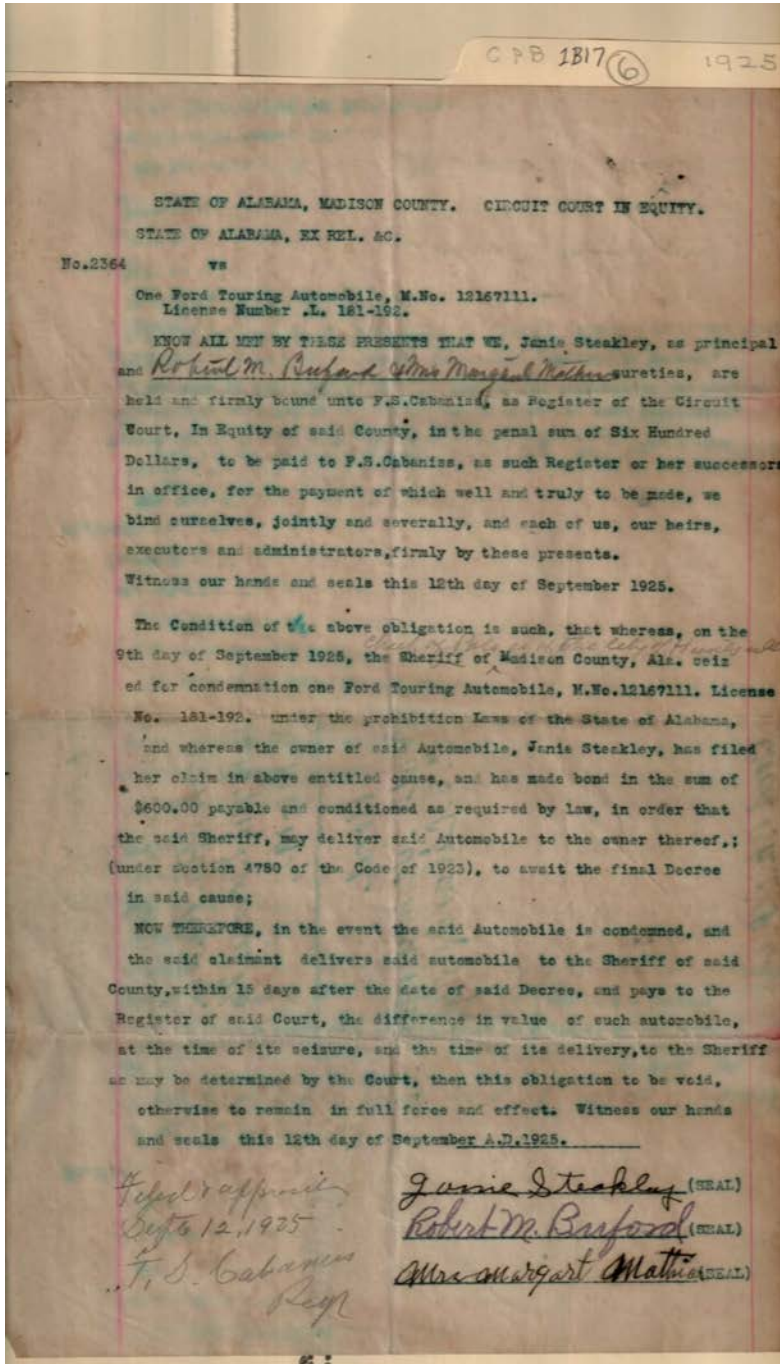
Nashville, TN

Types:

account

Dates:

Oct 2, 1925



Names:

Alabama, State of
Buford, Robert M.

Ford Touring
Automobile

Mathias, Margaret
Steakley, Janie

Places:

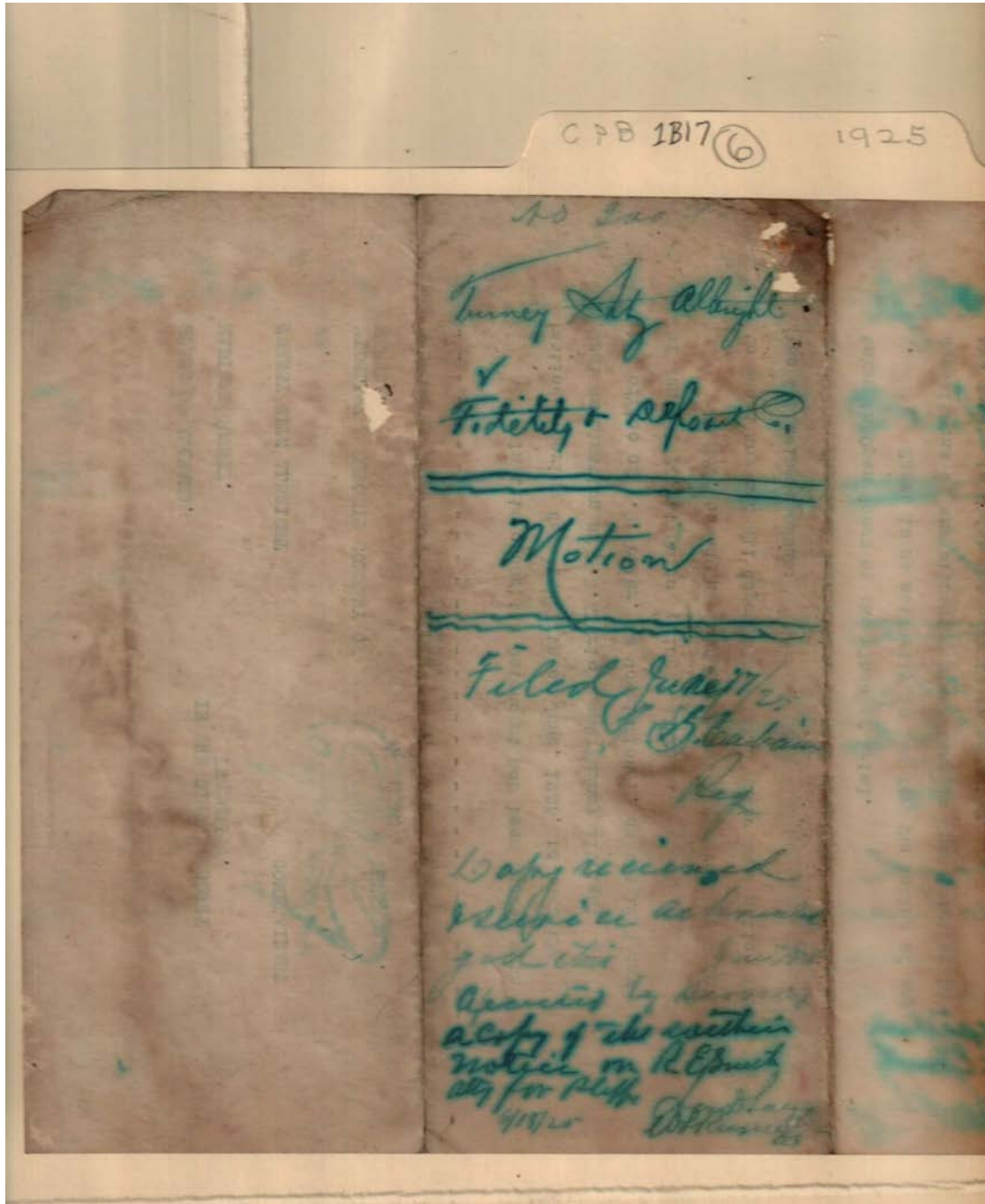
Madison Co., AL

Types:

circuit court in equity

Dates:

Sept 12, 1925



Names:

Albright, Turney Sitz

Fidelity & Deposit
Co. of Maryland

Places:

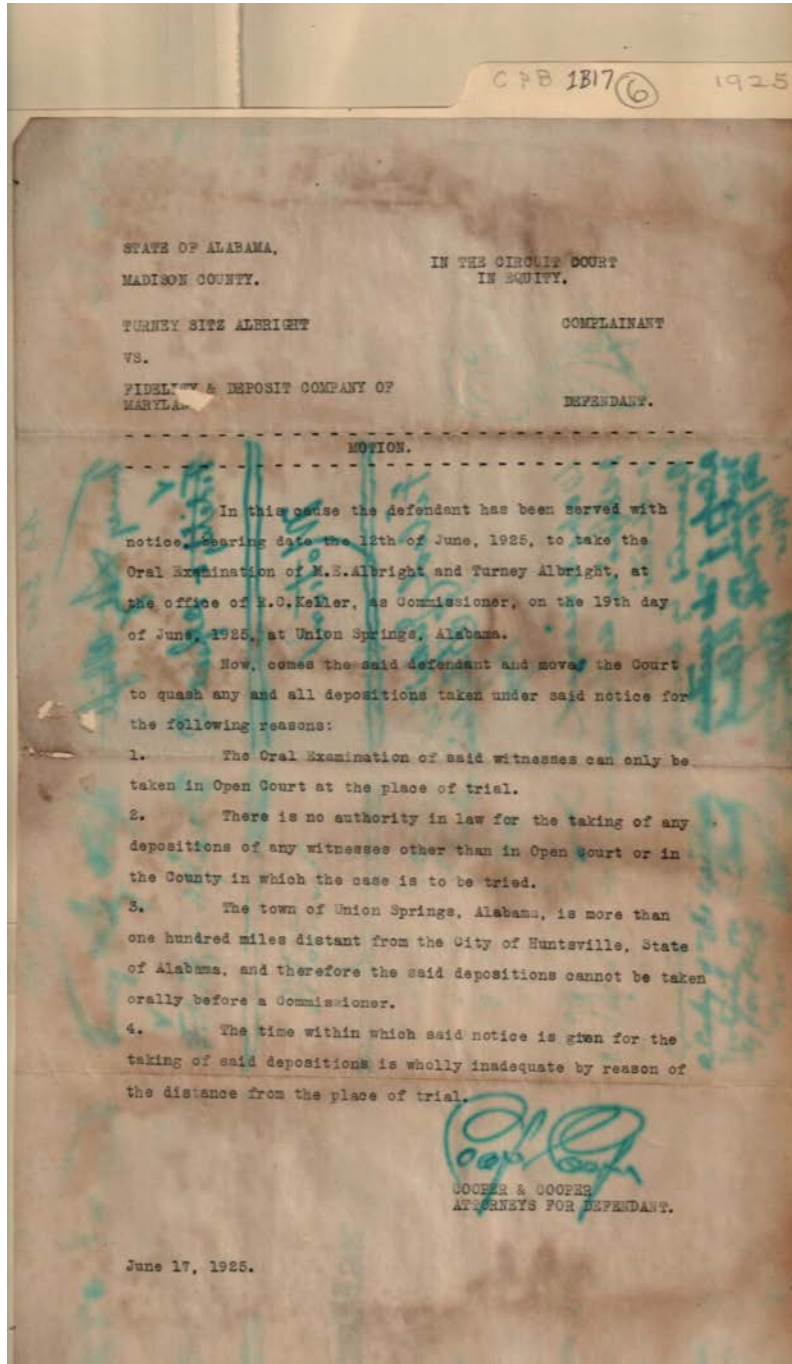
Madison Co., AL

Types:

circuit court in equity

Dates:

June 17, 1925



Names:

Albright, M. E.
Albright, Turney

Albright, Turney Sitz
Cooper & Cooper

Fidelity & Deposit
Co. of Maryland

Keller, R. C.

Places:

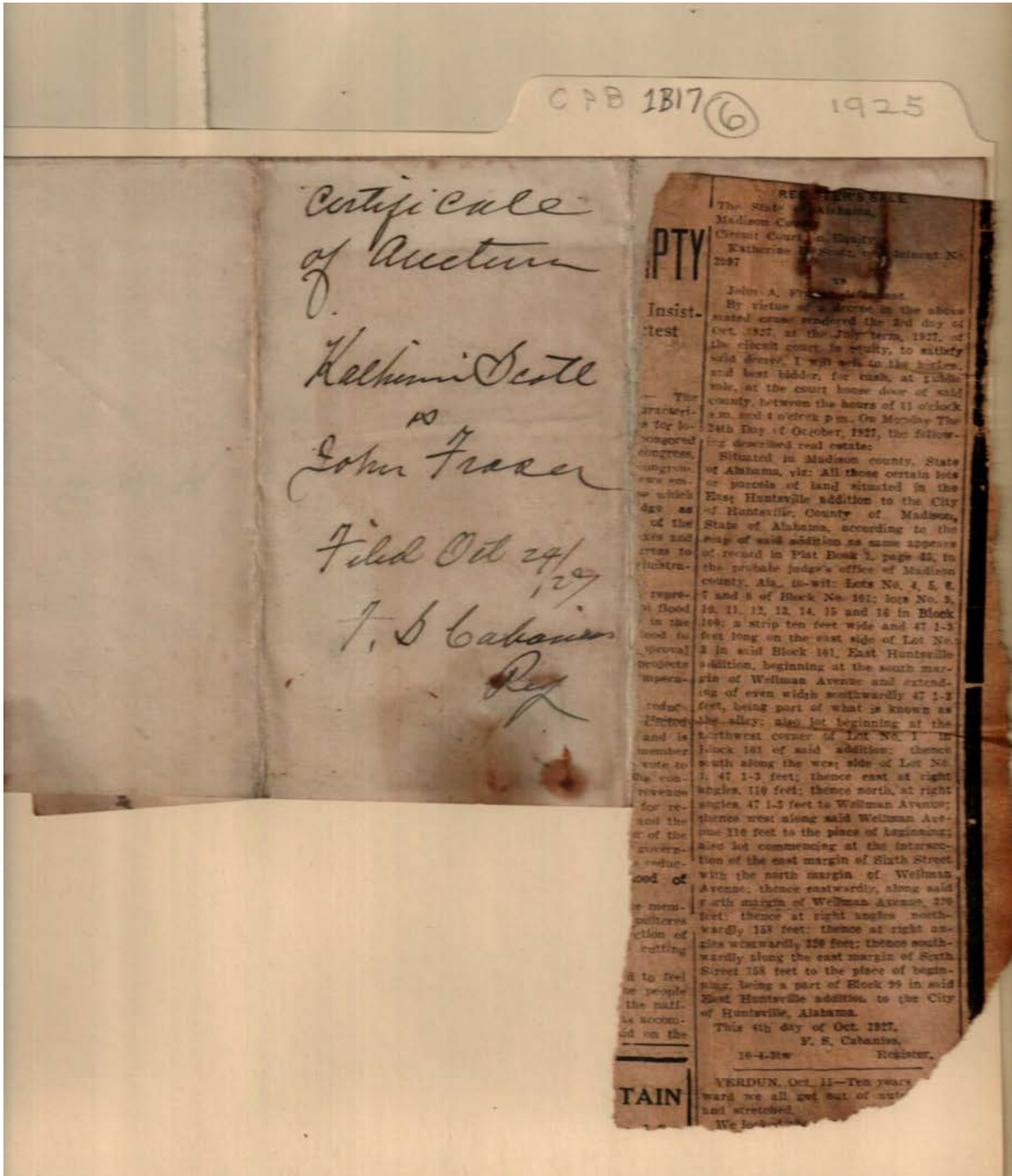
Madison Co., AL

Types:

circuit court in equity

Dates:

June 17, 1925



Names:

Fraser, John

Scott, Katherine

Places:

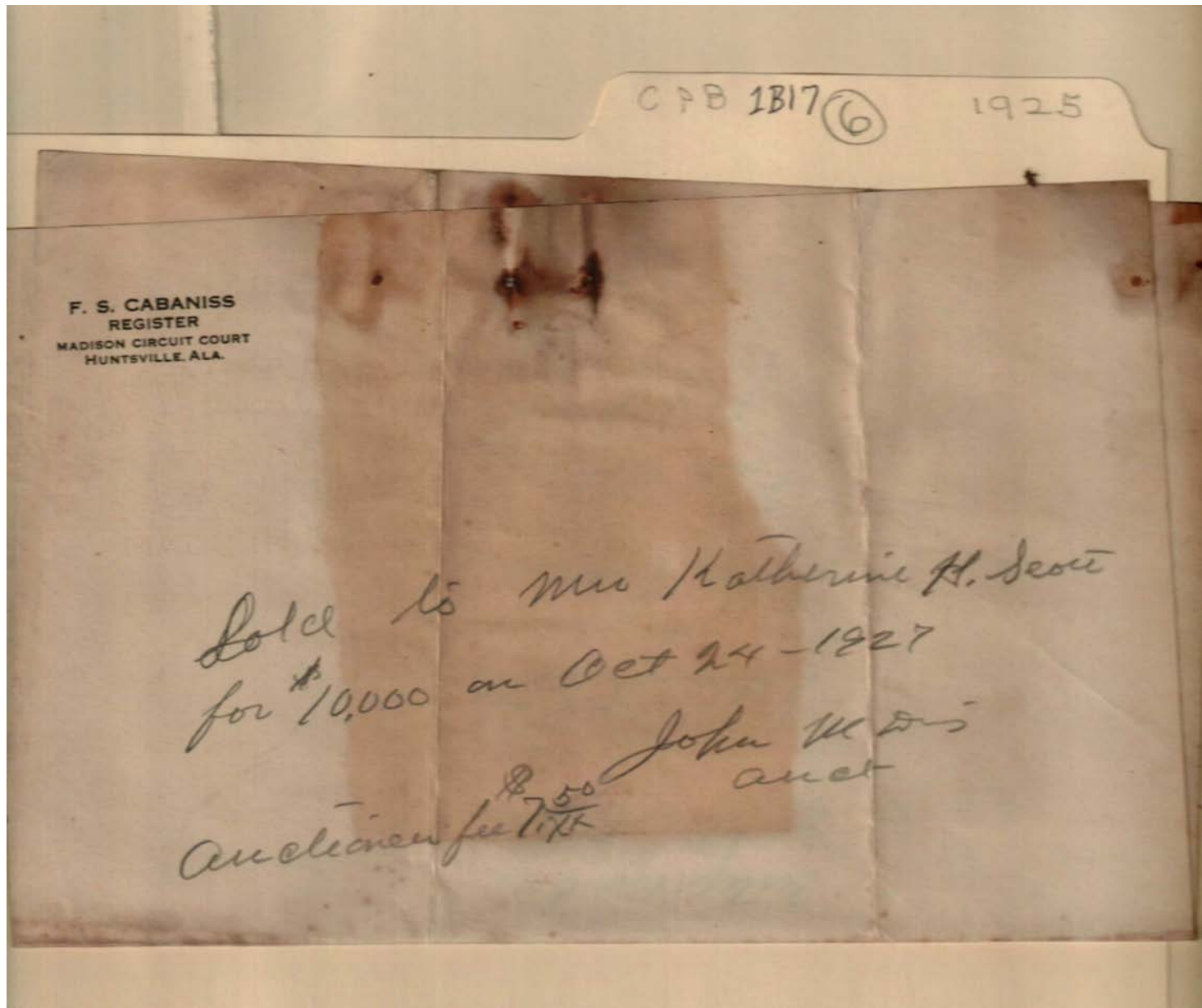
Madison Co., AL

Types:

circuit court in equity

Dates:

Oct 24, 1927



Names:

Cabaniss, F. S.
(Register)

Scott, Katherine H.

Places:

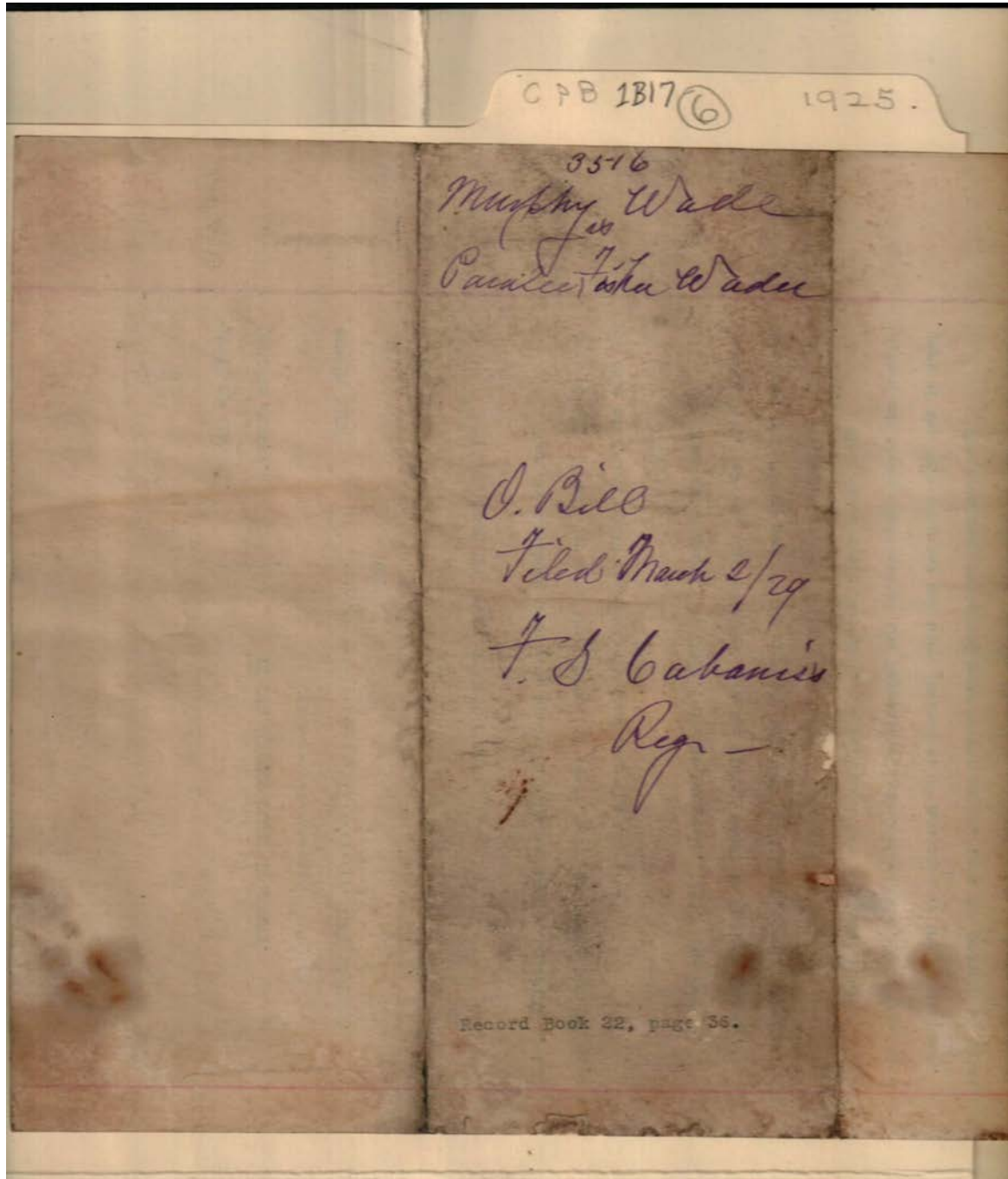
Madison Co., AL

Types:

circuit court

Dates:

Oct 24, 1927



Names:

Wade, Murphy

Wade, Paralee Fisher

Places:

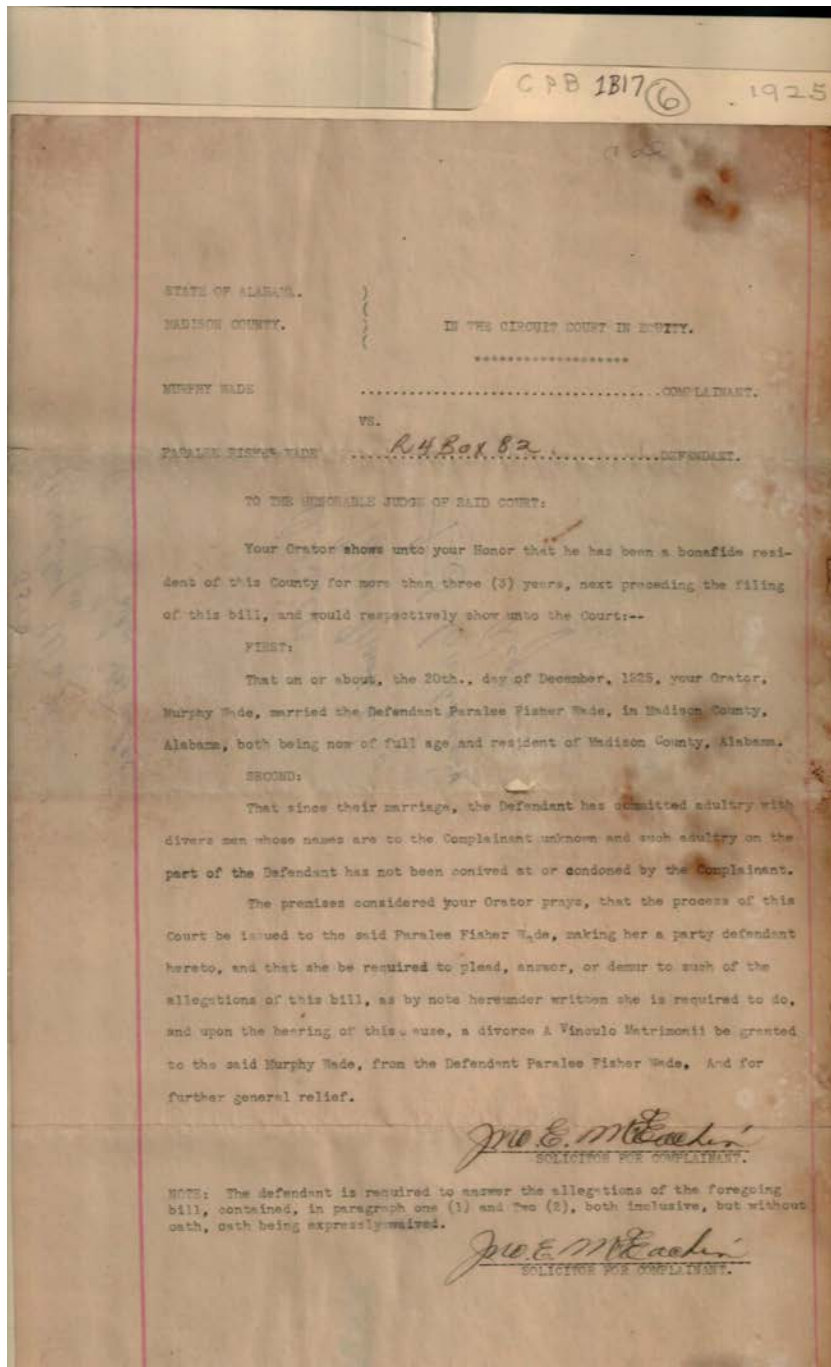
Madison Co., AL

Types:

circuit court in equity

Dates:

Mar 2, 1929



Names:

Wade, Murphy

Wade, Paralee Fisher

Places:

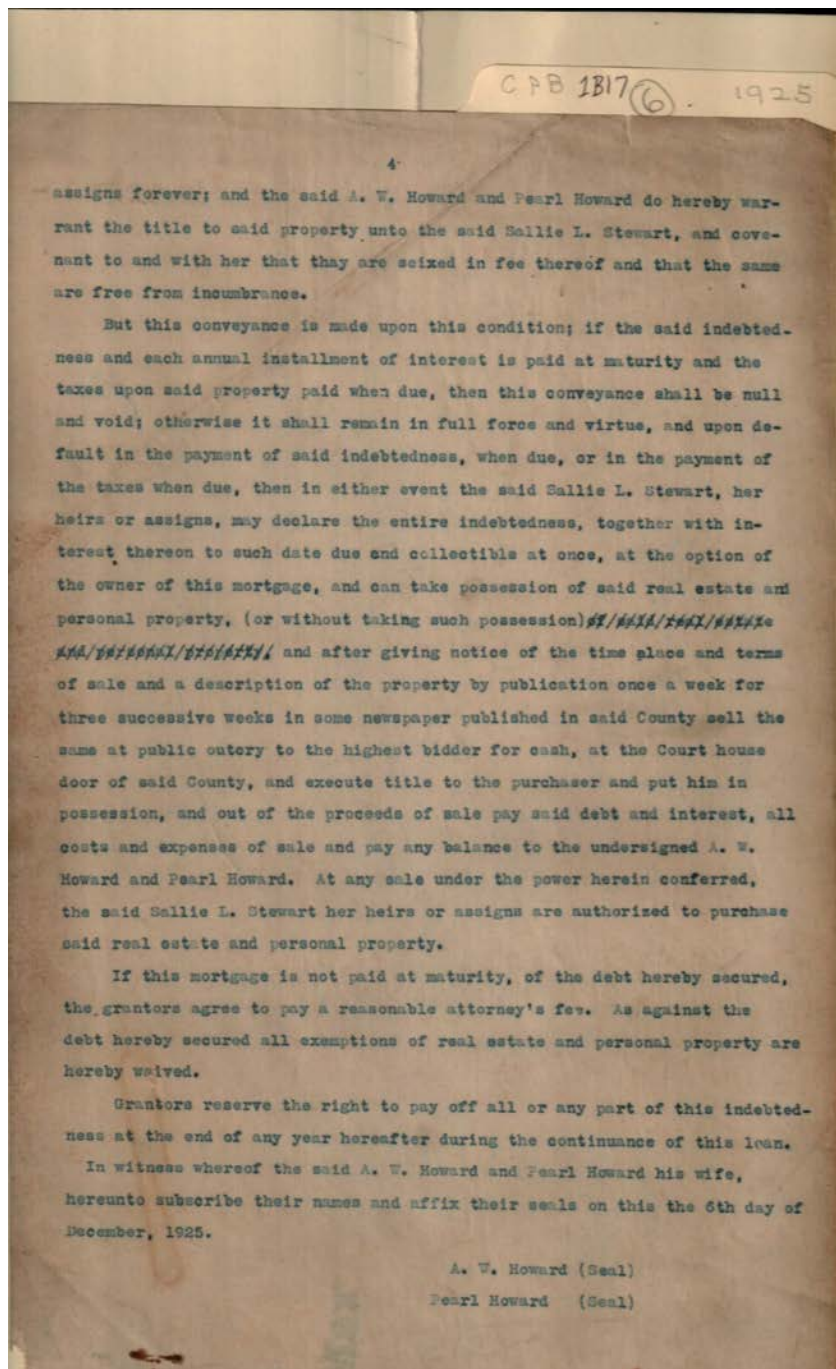
Madison Co., AL

Types:

circuit court in equity

Dates:

1929



Names:

Howard, A. W.

Howard, Pearl

Stewart, Sallie L.

Types:

deed

Dates:

Dec 6, 1925

Legal and court documents, 1925

CPB 1B17 (6) 1925

Dr. Amt.	Time	Int.	Date	Amt.	Cr. Time	Interest
\$7000.00	7 yrs.	3920.00	July 1/21	280.00	6 yrs. 8 mo-15 days	166.12
			July 1/21	280.00	6 yrs- 2 * 15 "	139.06
			Aug. 18/22	4925.90	5 yrs 28 days	2000.00
	2 mths & 17 days	119.78	Sept. 18/23	521.64	3 yrs. 11 mo-27 days	166.57
		4037.78	Sept. 18/24	436.96	2 yrs. 11 mo-27 days	109.38
			Sept. 15/25	499.10	2 yrs.	79.85
				6953.60		2661.90

Mr. Patterson 14/4, 24

Dr. Amt.	Time	Int.	Date	Amt.	Cr. Int.	Time
\$2000.00	6 yrs.	960.00	Aug. 18/22	1407.40	505.45	4 yr. 5 mo. 26 days.
			Aug. 18/23	149.04	40.48	3 * 4* * *
	7 Mo.		Sept. 18/24	130.56	25.10	2 * " * *
	13 days		Sept. 19/25			
		24.67	Sept. 15.	142.80	16.16	1 * 5 * *
		1051.67		1329.60	587.17	
		2600.00			1809.60	
					4716.77	

Handwritten calculations:

3054.67		1829.60
2416.77		587.17
<hr/>		<hr/>
6399.0		2416.77
2		
<hr/>		
318.95		

467.50

2000		2	657.90
1054.67			318.95
<hr/>			<hr/>
3054.67			
2416.77			
<hr/>			
637.90			
2			
<hr/>			
318.95			

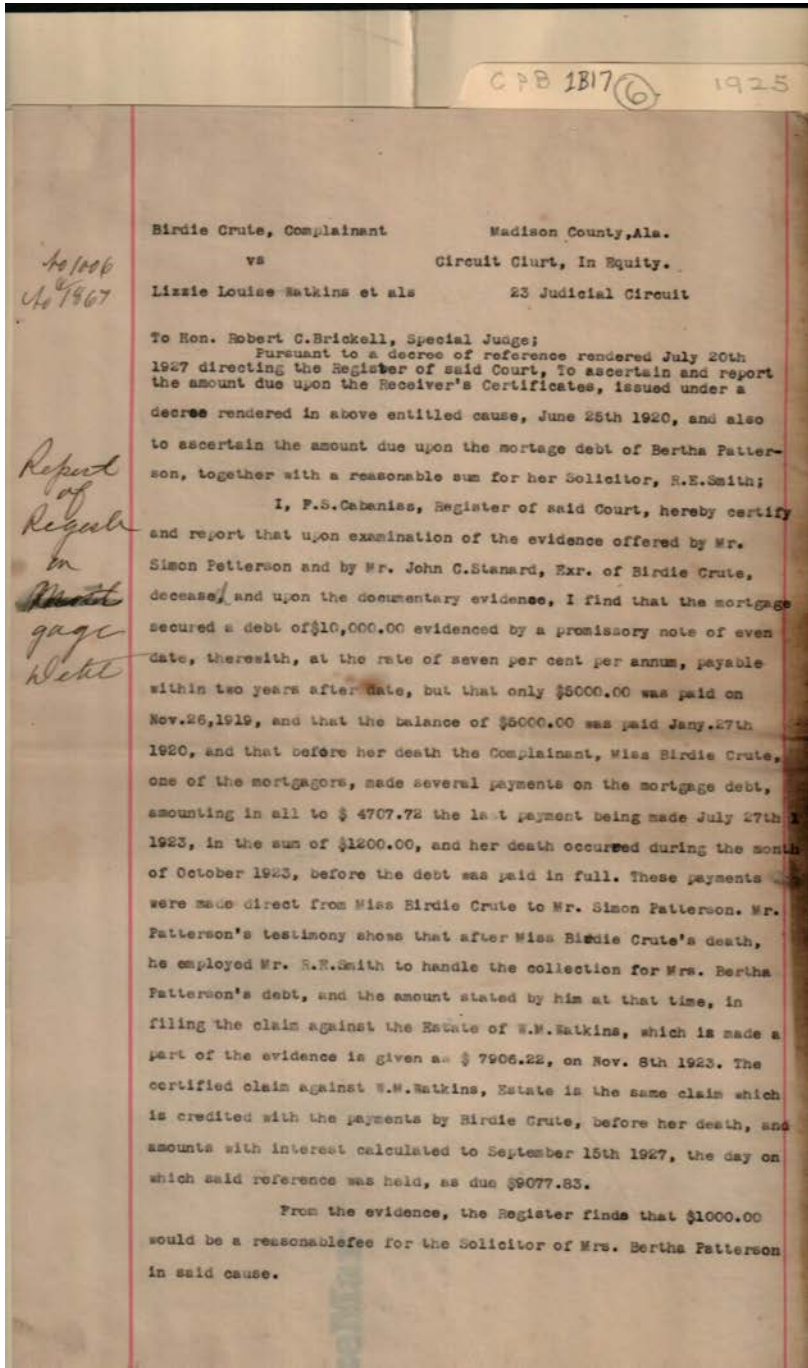
Handwritten calculations (right side):

149.64		7
130.86		
142.80		
<hr/>		
422.20		

Names:
Patterson, B.

Types:
account

Dates:
1921-1925



Names:

Brickell, Robert C.
Crute, Birdie
Patterson, Bertha

Patterson, Simon
Smith, R. E.
Stanard, John C.

Watkins, W. M.
Watkins, Lizzie
Louise

Places:

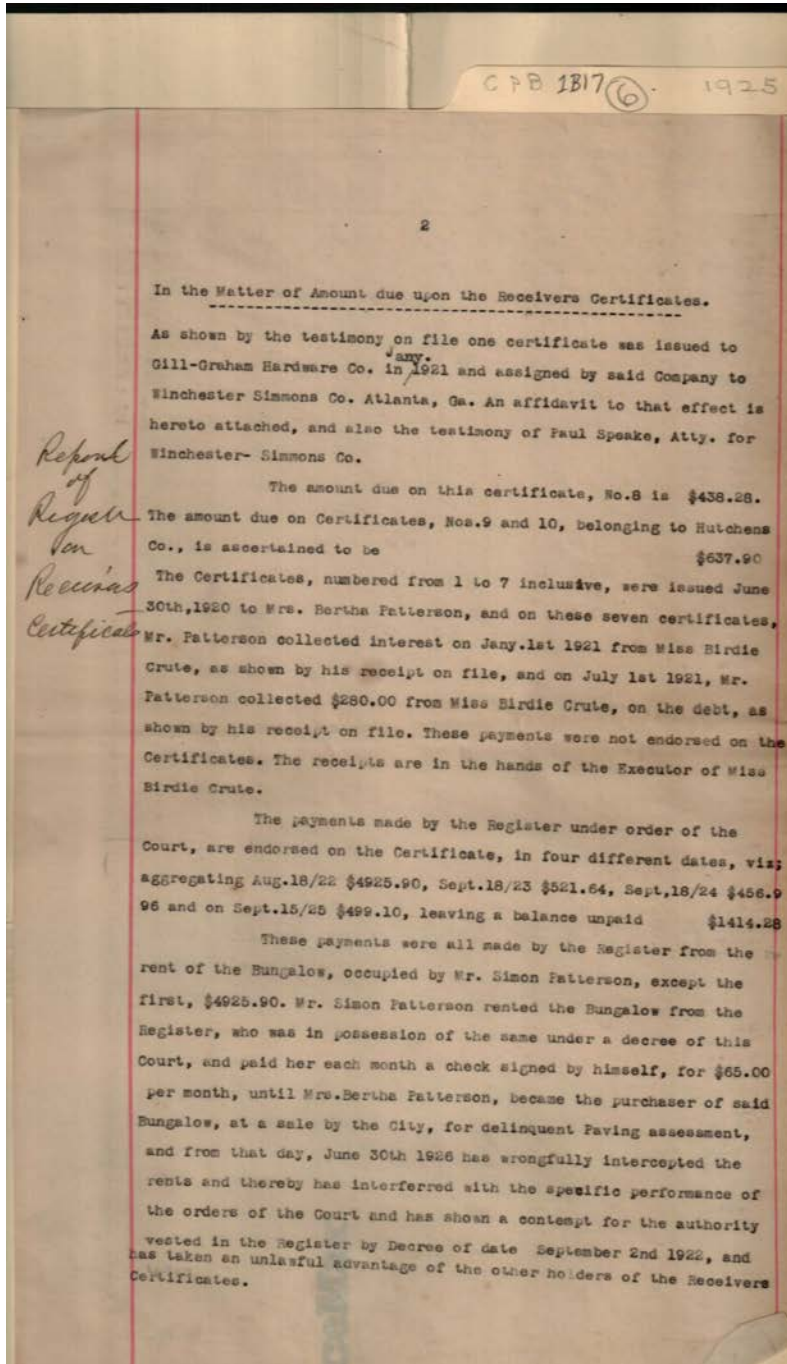
Madison Co., AL

Types:

circuit court in equity

Dates:

Sept 15, 1927



Names:

Crute, Birdie
Gill-Graham
Hardware Co.

Hutchens Co.
Patterson, Bertha
Patterson, Mr.

Patterson, Simon
Winchester-Simmons
Co.

Places:

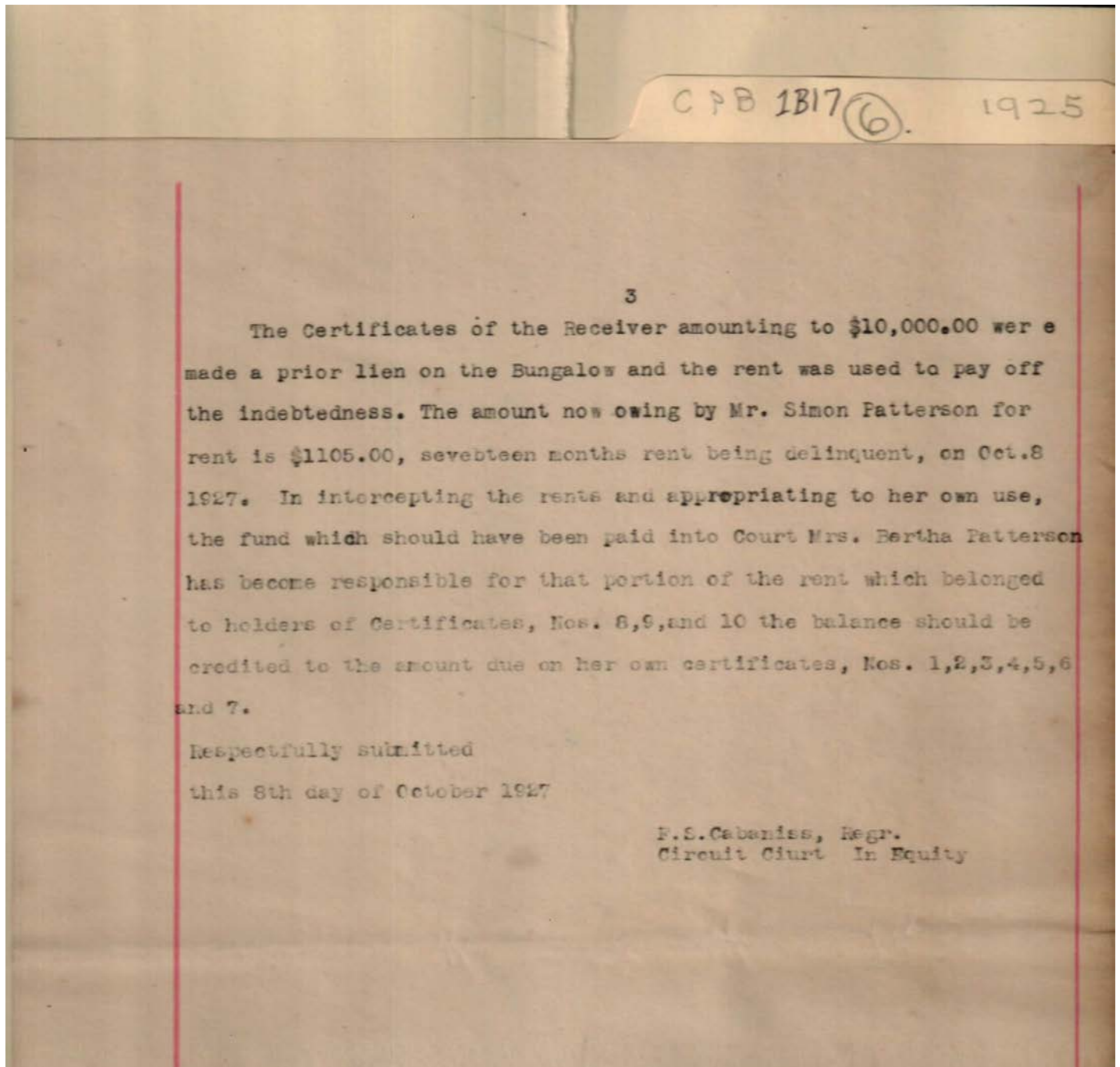
Madison Co., AL

Types:

circuit court in equity

Dates:

Oct 8, 1927



Names:

Cabaniss, F. S.
(Register)

Patterson, Bertha
Patterson, Simon

Places:

Madison Co., AL

Types:

circuit court in equity

Dates:

Oct 8, 1927

CPB 1B17 (6) 1925

all the right, title and interest of the parties to this cause,
in and to the following described real estate, viz;

The West ^{eight} 38 feet taken ~~evenly~~ off of the
following described lot in the
City of Mountsille, Ala. A lot
described as beginning at a stake
on Randolph St. - in Mountsille
Ala., on the East side of an alley
owned by H. B. Figures, which East
lot is the same as originally sold by
George Steele to L. B. Sheffey; thence
Eastwardly along Randolph Street 116 feet
to the division line between the lot
hereby conveyed and the lot formerly
owned by Yeatman; thence at right
angles with Randolph Street, 85 feet.
Thence Westwardly parallel with Randolph
Street 116 feet to said alley; thence
Southwardly along said alley 85 feet
to the place of beginning. ~~Formerly~~
~~the home~~, said lot being ~~kept~~
as the homestead of ~~the~~
Sallie & Nat Rivers deceased.

Names:

Figures, W. B.
Sheffey, L. B.

Steele, George
Watkins, Sallie S.

Yeatman,

Places:

Madison Co., AL

Types:

property description

CPB 1B17 (6) 1925

In Re Mortgage debt.

Bertha Patterson, mortgagee, by her Atty R.E. Smith, attacks the Report of the Register on the amount of Mortgage as being inaccurate, stating that upon a proper calculation, the amount due Bertha Patterson is \$10757.13 with interest thereon from July 1st 1927,

1st Rule 89 and 90 of Chancery Practice, require that all accounting before the Register shall be in the form of debtor and creditor.

In making the calculation, the Register follows this rule, as shown by statement hereto attached.

2nd The agreed statement of facts, filed in said cause, as evidence, upon which the final decree in this cause is based, sets out under the sworn statement of Bertha Patterson, that that on Nov. 8th 1923, the balance due on said mortgage indebtedness, was \$7006.22, after allowing all proper credits. There has been no payments on said mortgage since that date, the last mortgage having died in October 1923, so the calculation is simple, interest up to the date of the reference Sept. 15th 1927, being \$2128.40, the total, according to this sworn statement being \$9134.62. Mr. Smith's calculation stops at July 1st 1927, bringing it up to Sept 15th, will add \$149.73 to the amount of his calculation. \$10757.13

149.73	Total \$10,906.86.
<u>7919784</u>	

Subtract from this his former estimate ~~of \$10,906.86~~ which is the amount he swears is correct with interest to Sept. 15th 1927, viz

<u>10,034.63</u>
972.24

Show up a discrepancy of \$972.24 between the sworn statement of Mrs. Bertha Patterson and the claim she now makes on said mortgage debt.

The account as stated and sworn to by Mrs. Patterson is in the proper form of Debtor and Creditor, and is offered in evidence.

In estimating the amount due on Receiver's certificates, the same method of accounting was used by the Register, with the result stated in the Register's Report.

Respectfully submitted

Names:

Patterson, Bertha

Smith, R. E.

Places:

Madison Co., AL

Types:

circuit court in equity

Dates:

1927

CPB 1817(6) 1925

2

In the Matter of Amount due upon the Receiver's Certificates.

As shown by the testimony on file one certificate was issued to Gill-Graham Hardware Co. in 1921 and ^{assigned} ~~sent~~ by said Company to Winchester Simmons Co. Atlanta Ga. An affidavit to that effect is hereto attached, also the testimony of Paul Speake, Atty for Winchester-Simmons Co.

The amount due on this certificate, No.8. is	\$438.28
The amount due on Certificates, Nos. 9 & 10, belonging to Hutchens Company, is ascertained to be	637.90

The Certificates, numbered from 1 to 7 inclusive, were issued June 30th 1920 to Mrs. ^{Bertha} Patterson, and on these seven certificates, Mr. Patterson collected interest on Jany. 1st 1921 from Miss Birdie Crute, as shown by his receipt on file, and on July 1st 1921, Mr. Patterson collected \$280.00 from Miss Birdie Crute, on the debt, as shown by his receipt on file. These payments were not endorsed on the Certificates. The receipts are in the hands of the Executor of Miss Birdie Crute.

The payments made by the Register under order of the Court, are endorsed on the Certificates, in four different dates, viz; aggregating Aug. 18/22 \$4925.90, Sept. 18/23 \$821.64, Sept. 18/24 \$456.96 and on Sept. 15/25, \$499.10, leaving a balance unpaid, \$1414.28

These payments were all made by the Register from the rent of the Bungalow, occupied by Mr. Simon Patterson, except the first \$4925.90 Mr. Simon Patterson rented the Bungalow from the Register, who was in possession of the same under a decree of this Court, and paid her each month a check signed by himself, for \$65.00 per month, until Mrs. Bertha Patterson, became the purchaser of said Bungalow, at a ~~off~~ sale by the City, for a delinquent Paving assessment, and from that day, June 30th 1926 has wrongfully intercepted the rents and thereby has interfered with the specific performance of the orders of the Court and shown a contempt for the authority vested in the Register by Decree of date September 2nd 1922, and taken an unlawful advantage of the other holders of the Receiver's Certificates

Names:

Crute, Birdie
Gill-Graham
Hardware Co.

Hutchens Co.
Patterson, Bertha
Patterson, Mr.

Patterson, Simon
Speake, Paul

Winchester-Simmons
Co.

Places:

Madison Co., AL

Types:

circuit court in equity

Dates:

1927

CPB 1B17 (6) 1925

The Report of the Register on the sale of the Bungalow on Randolph Street being attacked by the Defendant Bertha Patterson, and Objections and exception numbered from one to seven, being filed by Her Solicitor R.E.Smith, and the grounds for each set out; the undersigned Register begs leave to show to the Court the facts upon which she bases her Report, viz;

1st The mortgage signed by Wm. Watkins, Irene Stanard and her husband John C. Stanard, and Birdie Crute, which secured to Note for Ten Thousand Dollars, placed on said Lot before the Bungalows were built, which said loan was negotiated by Mr. R.E. Smith, and also that the after the death of Mr. Watkins and Mrs. Stanard, the same attorney negotiated the sale of Receiver's certificates to the amount of \$10,000.00 to complete the two Bungalows, and that his Client ~~was~~ Mrs. Bertha Patterson purchased Seven thousand Dollars worth of said Certificates, within a few months after lending the \$10,000.00. The mortgage and note being dated Nov. 26/27 and the Receiver's certificates June 30th 1920.

2. That all of the \$20,000.00 was expended in building said houses, in addition to other monies ^{one} from the owners, Miss Birdie Crute.

3rd. That since the completion of said Bungalow, and after the sale of the first one, the Street was paved and a concrete sidewalk made, the original assessment for 58 ft, only being \$ and the sidewalk for 58 feet costing \$49.00.

4th That said Lot was ~~valued at~~ ~~\$11/ft~~ worth at least \$20 per front foot, running back 185.ft. before the bungalows were built.

These are material facts, and are also legal ~~and~~ evidence of the value of said Bungalow. The lowest estimate being \$11,400.00 for said Bungalow. The Note and Mortgage and the Receiver's certificates are already in evidence in said cause. The accounts and vouchers filed in the original cause show the expenditure of the money.

Respectfully submitted this 28th Oct. 1927

Names:

Crute, Birdie
Patterson, Bertha

Smith, R. E.
Stanard, Irene

Stanard, John C.
Stansrd, Mrs.

Watkins, Mr.
Watkins, William

Places:

Madison Co., AL

Types:

circuit court in equity

Dates:

Oct 28, 1927

CPB 1B17 (6) 1925

3

Receivers The Certificates of the Receiver amounting to \$10,000.00 were made
Certificates a prior lien on the Bungalow and the rent was used to pay off the
indebtedness. The amount now owing by Mr. Simon Patterson for rent
is \$1105.00, seventeen months rent being delinquent, on Oct. 8/27
In intercepting the rents and appropriating to her own use, the
fund which should have been paid into Court Mrs. Bertha Patterson
has become responsible for that portion of the rent which belonged
to holders of Certificates, Nos. 8, 9 and 10. the balance
to the amount due on her own certificates, Nos. 1, 2, 3, 4, 5, 6, & 7.

Respectfully submitted
this 8th day of October 1927

Names:

Patterson, Bertha

Patterson, Simon

Places:

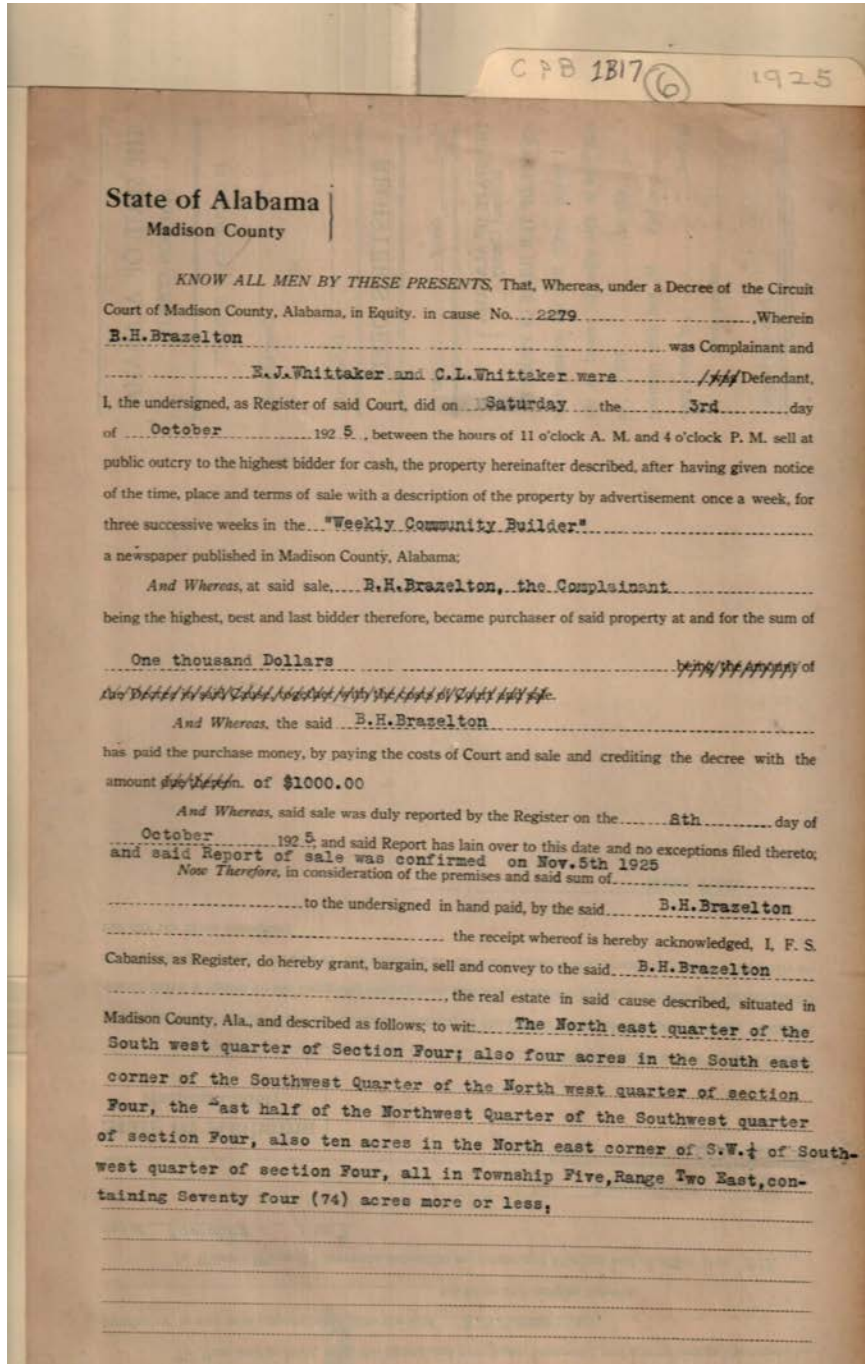
Madison Co., AL

Types:

circuit court in equity

Dates:

Oct 8, 1927



Names:

Brazelton, B. H.

Whittaker, C. L.

Whittaker, E. J.

Places:

Madison Co., AL

Types:

circuit court in equity

Dates:

Nov 5, 1925

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 17, Folder 6

Legal and court documents, 1925

Image 44 r01b17-06-000-0044 [Contents](#) [Index](#) [About](#)

CPB 1B17 (6) 1925

No Claims Allowed Unless Made Upon Receipt of Goods. No Responsibility After Delivery to Transportation Lines IN GOOD ORDER.

BERRY, DEMOVILLE & CO. SALESMAN

174 Second Avenue, North. Wholesale Druggists
Established 1834

Sold to NASHVILLE, TENN. Oct. 22, 1925.

The undersigned guarantees that the articles covered by this invoice are not adulterated or misbranded within the meaning of the Federal Food and Drugs Act, June 30, 1906, as amended.
BERRY, DEMOVILLE & CO.

WATKINS DRUG STORE
HUNTSVILLE ALA

PP				
1/2	Doz	10¢ Mutton Suet	75	38
1	"	Listerine Small		2 50
1/3	"	Manzan Tubes		Order Direct
1/4	"	Cuticura Oint 2/	2 40	60
1	#	G ₁₁ m Camphor		1 10
1/4	Doz	HH Amonia	1 35	/ 34
1/6	"	Swamp Root Sml	4 75	79
1/4	"	Jad Salts	6 80	1 70
1/4	"	Houbigants IdealExt Sml	8 40	2 10
1/2	Gro	4 Oz Blue Oint Boxes	1 10	55
			PP	31
			Total	10 37

DUPLICATE

Names:

Berry, Demoville & Co.

Watkins Drug Store

Places:

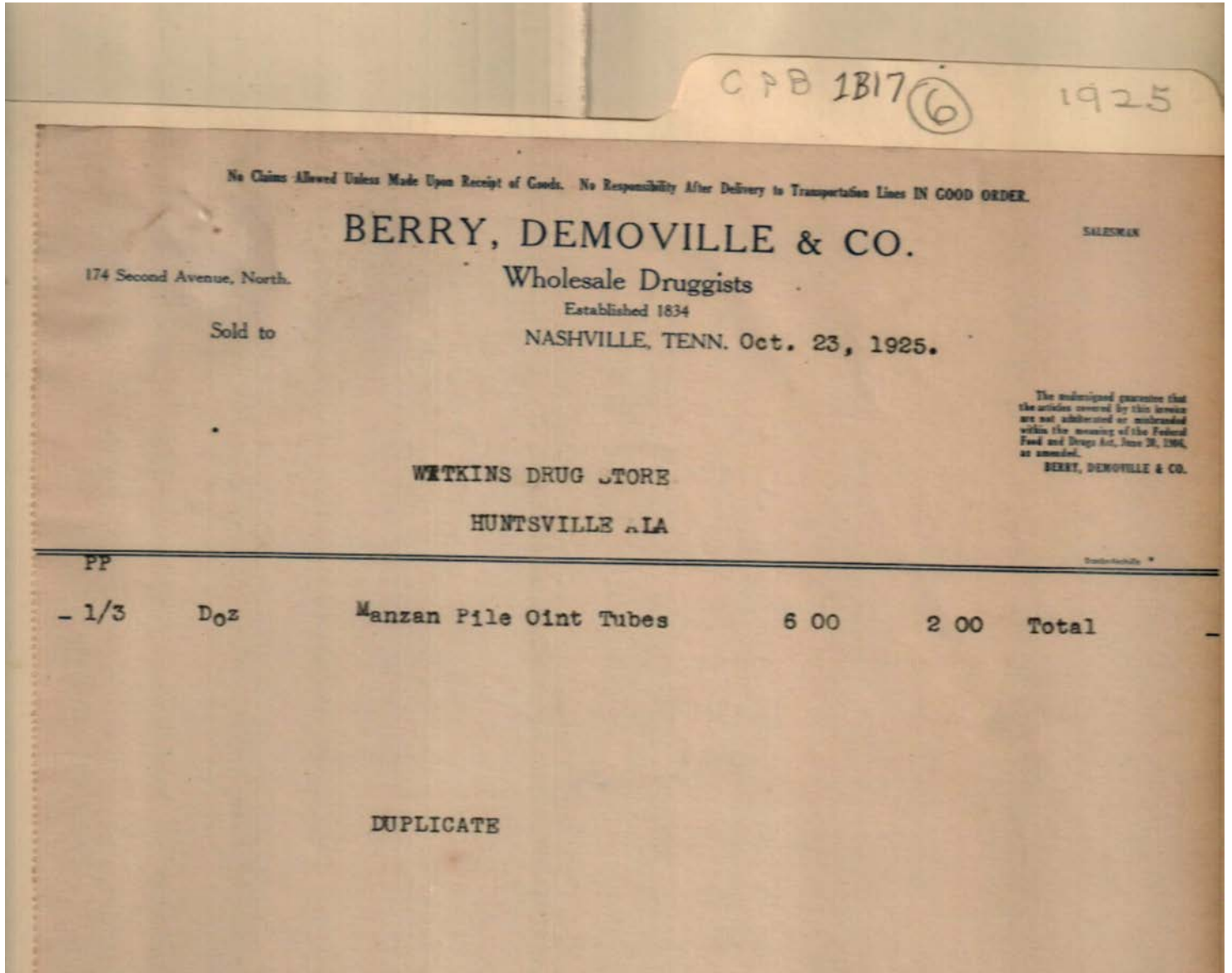
Madison Co., AL

Types:

account

Dates:

Oct 22, 1925



Names:

Berry, Demoville & Co.

Watkins Drug Store

Places:

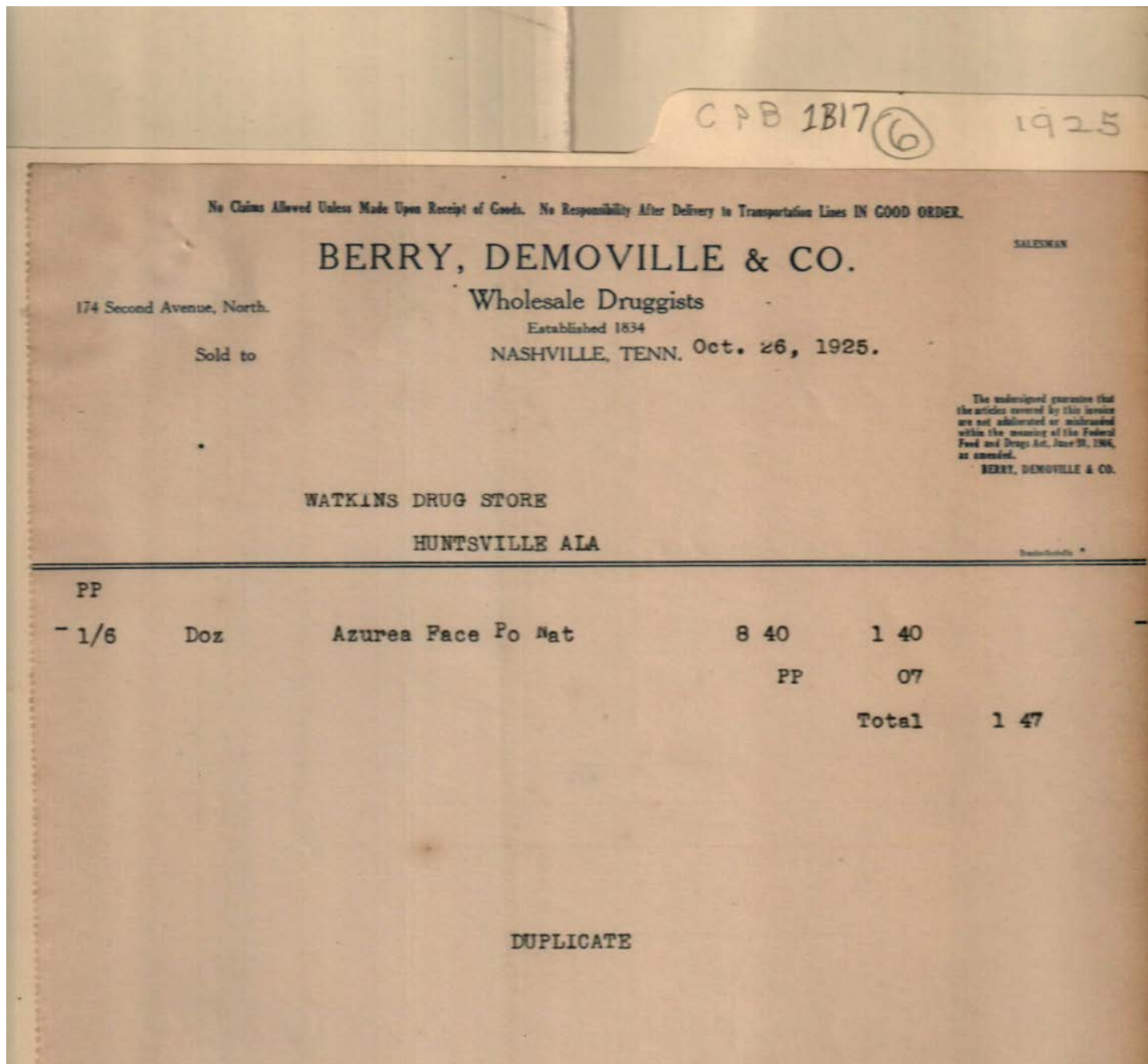
Madison Co., AL

Types:

account

Dates:

Oct 23, 1925



Names:

Berry, Demoville & Co.

Watkins Drug Store

Places:

Madison Co., AL

Types:

account

Dates:

Oct 26, 1925

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 17, Folder 6

Legal and court documents, 1925

Image 47 r01b17-06-000-0047 [Contents](#) [Index](#) [About](#)

CPB 1B17 (6) 1925

No Claims Allowed Unless Made Upon Receipt of Goods. No Responsibility After Delivery to Transportation Lines IN GOOD ORDER.

BERRY, DEMOVILLE & CO.
Wholesale Druggists
Established 1834

174 Second Avenue, North.

Sold to **WATKINS DRUG STORE**
HUNTSVILLE ALA

NASHVILLE, TENN. Oct. 30, 1925.

The undersigned guarantees that the articles named in this invoice are not adulterated or misbranded within the meaning of the Federal Food and Drug Act, June 30, 1906, as amended.
BERRY, DEMOVILLE & CO.

PREIGHT

1/6	Doz	Barbo Comp	4 00	67
1	M	# O Lilly Capsules		1 50
1	Doz	H H Amonia		1 35
1	#	Po Nux Vomica		25
1/3	Doz	Richs Dead Shot Worm Oil	3 00	1 00
2	"	Bayers Aspirin Tabs	1 44	2 88
1/6	"	Syrup Figs	4 80	80
2	"	Sulphate Quinine 1/8	1 30	2 60
1	#	Gum Camphor 38's	1 24	1 24
1	#	Assafoetida 40's		80
1/4	Doz	Danderine 30¢	2 80	.70
1/3	"	Lime Tabs Merrell	1 90	64
1/6	"	C F J Cocoa Paste	16 50	2 75
1	Gal	Paregoric		4 75
1	Doz	L B Q Tabs		2 40
1/4	"	Gloco	4 00	1 00
1/4	"	Bacon Celepy King	2 40	60
1	Gal	Tr Cubeb		12 50
1	Doz	Palmera Success Soap		2 25
1/2	"	Japanese Oil	4 80	2 40
1/6	"	Spohns Distemper Cure	4 50	75
1	#	Tr Iron		1 40
2	#	Powd Alum	12	24
25	#	Copperas	05	1 25
			Forwarded	45 72

Names:

Berry, Demoville & Co.

Watkins Drug Store

Places:

Madison Co., AL

Types:

account

Dates:

Oct 30, 1925

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 17, Folder 6

Legal and court documents, 1925

Image 48 r01b17-06-000-0048 [Contents](#) [Index](#) [About](#)

CPB 1B17 (6) 1925

No Claims Allowed Unless Made Upon Receipt of Goods. No Responsibility After Delivery to Transportation Lines IN GOOD ORDER.

BERRY, DEMOVILLE & CO.
Wholesale Druggists
Established 1834

174 Second Avenue, North.
Sold to

NASHVILLE, TENN. Oct. 30, 1925.

The undersigned certifies that the entries covered by this invoice are not adulterated or misbranded within the meaning of the Federal Food and Drug Act, June 25, 1906, as amended.
BERRY, DEMOVILLE & CO.

WATKINS DRUG STORE
HUNTSVILLE

		FORWARDED		46 72
- 10	#	Blue Stone	11	1 10
1	Doz	Quinine Hair Dressing		2 10
1/6	"	Tetterine	4 80	80
1/2	"	Winslows Soothing Syrup	2 75	1 38
1	"	Rad X Kidney Plasters		2 50
1/6	"	Glovers Mange Cure	5 75	96
2	"	Cartons 4 Oz RX Vials Corked	5 46	2 73
1/4	"	Tr Benzoin Comp	2 80	65
1/6	"	Goldmans Hair Restorer # 2	3 50	2 25
1/4	"	Corega 2/	2 80	70
6	"	Watkins Rose Oint	75	4 50
3	"	Blue Seal Vaseline # 1	75	2 25
1/6	"	Mary Garden Talc Glass Wht	5 40	90
2	Ctns	# 950 Unit Cell Batteries	10 10	7 56
1	Only	Whirlpool Spray		1 50
1/6	Doz	Hinds H & A Cream Ige	8 75	1 46
1/3	"	" " " "	4 00	1 34
1/4	"	Djer Kiss Talc Po Wh	2 50	63
1/2	"	Ponds Van Cream	8 000	1 50
			Total	83 53

DUPLICATE

Names:

Berry, Demoville & Co.

Watkins Drug Store

Places:

Madison Co., AL

Types:

account

Dates:

Oct 30, 1925

CPB 1B17 (6) 1925

No Claims Allowed Unless Made Upon Receipt of Goods. No Responsibility After Delivery to Transportation Lines IN GOOD ORDER.

BERRY, DEMOVILLE & CO. SALESMAN

174 Second Avenue, North. Wholesale Druggists
Established 1834

Sold to NASHVILLE, TENN. Nov. 12, 1925.

The undersigned guarantee that the articles covered by this invoice are not adulterated or misbranded within the meaning of the Federal Food and Drugs Act, June 30, 1906, as amended.
BERRY, DEMOVILLE & CO.

WATKINS DRUG STORE
HUNTSVILLE ALA

PP				
- 1/3	Doz	Menthol Inhalers 2/	2 00	67
			PP	03
				Total 70

DUPLICATE

Names:

Berry, Demoville & Co.

Watkins Drug Store

Places:

Madison Co., AL

Types:

account

Dates:

Nov 12, 1925

CPB 1817 (6) 1925

No Claims Allowed Unless Made Upon Receipt of Goods. No Responsibility After Delivery to Transportation Lines IN GOOD ORDER.

BERRY, DEMOVILLE & CO. SALESMAN

174 Second Avenue, North. Wholesale Druggists
Established 1834

Sold to NASHVILLE, TENN. Nov. 4, 1925.

The undersigned guarantee that the articles covered by this invoice are not adulterated or misbranded within the meaning of the Federal Food and Drugs Act, June 30, 1906, as amended.
BERRY, DEMOVILLE & CO.

WATKINS DRUG STORE
HUNTSVILLE ALA

PP			
- 100	Caps	Frosst # 62	1 15
			PP 05
			Total 1 20

DUPLICATE

Names:

Berry, Demoville &
Co.

Watkins Drug Store

Places:

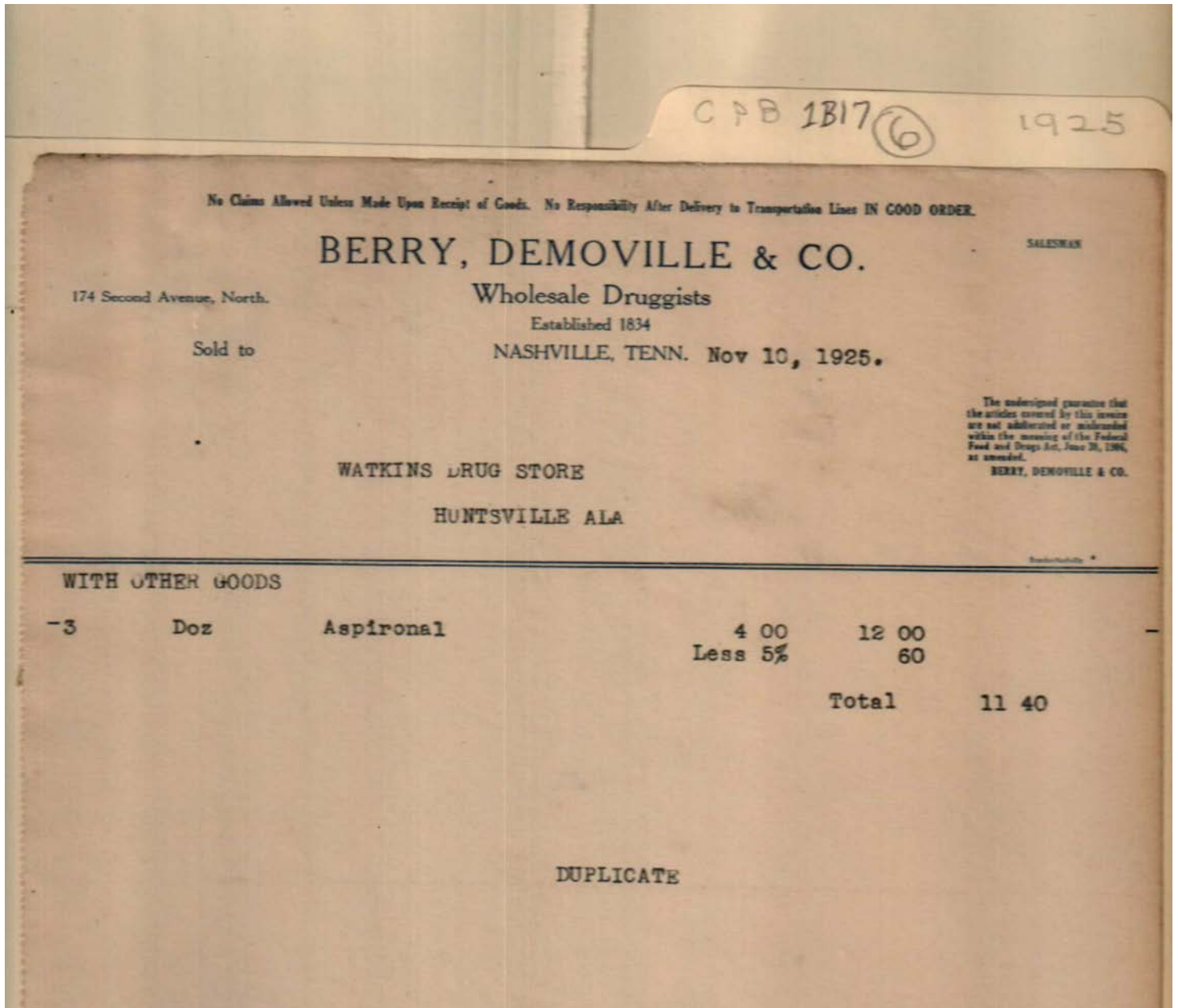
Madison Co., AL

Types:

account

Dates:

Nov 4, 1925



Names:

Berry, Demoville &
Co.

Watkins Drug Store

Places:

Madison Co., AL

Types:

account

Dates:

Nov 10, 1925

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 17, Folder 6

Legal and court documents, 1925

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CPB 1B17 (6) 1925

No Claims Allowed Unless Made Upon Receipt of Goods. No Responsibility After Delivery to Transportation Lines IN GOOD ORDER.

BERRY, DEMOVILLE & CO. SALESMAN

174 Second Avenue, North. Wholesale Druggists

Established 1834

Sold to NASHVILLE, TENN. Nov. 10, 1925

The undersigned guarantee that the articles covered by this invoice are not adulterated or misbranded within the meaning of the Federal Food and Drugs Act, June 30, 1906, as amended.

BERRY, DEMOVILLE & CO.

WATKINS DRUG STORE
HUNTSVILLE ALA

WITH OTHER GOODS

1	#	Ginger Root	35
---	---	-------------	----

DUPLICATE

Names:

Berry, Demoville &
Co.

Watkins Drug Store

Places:

Madison Co., AL

Types:

account

Dates:

Nov 10, 1925

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 17, Folder 6

Legal and court documents, 1925

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CPB 1817 (6) 1925

No Claims Allowed Unless Made Upon Receipt of Goods. No Responsibility After Delivery to Transportation Lines IN GOOD ORDER.

BERRY, DEMOVILLE & CO.
Wholesale Druggists
Established 1834
NASHVILLE, TENN. Nov. 10, 1925.

174 Second Avenue, North.

Sold to

The undersigned guarantees that the articles covered by this invoice are not adulterated or misbranded within the meaning of the Federal Food and Drug Act, June 30, 1906, as amended.
BERRY, DEMOVILLE & CO.

WATKINS DRUG STORE
HUNTSVILLE ALA

FREIGHT				
1/6	Doz	Mothers Friend	10 00	1 67
1/3	"	Pink Veg. Comp	10 50	3 52
1	"	Wavine Hair Dressing		2 00
1/2	"	" Shampoo	2 80	1 40
1/2	"	Murti # 3	2 50	1 25
1/3	"	G F P	8 00	2 67
1/3	"	Wampoles C L Oil	8 00	2 67
1	#	Carbon Disulphide 1/4's		60
1/4	Doz	Juniper Tar	2 80	70
1	#	Magnesia 2 Oz		36
1	"	Jamica Ginger Root		35
2	#	Flax Meal	14	28
2	#	Flax Seed	14	28
1/12	Doz	Cedatol	12 75	1 07
1/6	"	Celery King 2/	2 40	40
1	"	Caldwells Syr Pepsin sml		4 80
1	Oz	M C W Quinine 1/8's		1 30
1	Doz	Listerine 2/		2 50
1	#	Senna Leaves Ozs		75
1/2	Doz	Pinkhams Pills	2 35	1 18
1/4	"	Cuticura Oint 2/	2 40	60
1/4	"	Resinol 4/	4 80	1 20
1	"	Kelloggs Castor Oil 2/		2 00
1/12	"	" "		Free
			Forwarded	33 55

Names:

Berry, Demoville & Co.

Watkins Drug Store

Places:

Madison Co., AL

Types:

account

Dates:

Nov 10, 1925

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 17, Folder 6

Legal and court documents, 1925

Image 54 r01b17-06-000-0054 [Contents](#) [Index](#) [About](#)

CPB 1B17 (6) 1925

No Claims Allowed Unless Made Upon Receipt of Goods. No Responsibility After Delivery to Transportation Lines IN GOOD ORDER.

BERRY, DEMOVILLE & CO.
Wholesale Druggists
Established 1834
NASHVILLE, TENN. Nov. 10, 1925

174 Second Avenue, North.

Sold to

The undersigned guarantees that the articles covered by this invoice are not adulterated or misbranded within the meaning of the Federal Food and Drug Act, June 30, 1906, or amended.
BERRY, DEMOVILLE & CO.

WATKINS DRUG STORE
HUNTSVILLE ALA.

		FORWARDED		33 55
- 1	Doz	Whites Specific Face Cream		2 00
1/12	"	Van Ess	12 00	1 00
1/6	"	Mary T Goldman # 1	13 50	2 25
3	"	Rock Candy 3 Ozs	80	2 40
1/6	"	P D Agar	9 60	1 60
1	"	3 in One Oil sml		1 20
1/2	"	" " " " 2/ Cans	2 40	1 20
1/4	"	Fisco Remedy 2/	2 80	70
1/3	"	Antiphlogistine Trial	2 90	97
1/4	"	Kodol 4/	4 80	1 20
1/4	"	Murine 4/	4 50	1 13
1/4	"	Stewarts Dys Tabs 4/	4 80	1 20
1/2	"	Nat'l Poultry Pow 2/	2 00	1 00
1/2	"	Gillette Razors in cases 8/	9 00	4 50
1/4	"	Nadinola	4 00	1 00
1/4	"	Williams Shaving Cream	3 15	79
1/2	"	Mennins Talc for men	2 00	1 00
1/2	"	Films # 120	2 25	1 13
1	"	10¢ Ptn Pen Ink		85
1/2	"	Sanfons Blk Ink	80	40
1	"	5¢ Pencil Holders		40
1/6	"	Houbigants Bath Salt	12 60	2 10
1/4	"	R & G Rice Po ink	3 25	82
1/12	"	Davel Whirlpool Spray	18 00	1 50
6	"	B S Carb Vaseline	90	5 40
			Forwarded	71 29

Names:

Berry, Demoville & Co.

Watkins Drug Store

Places:

Madison Co., AL

Types:

account

Dates:

Nov 10, 1925

CPB 1B17 (6) 1925

No Claims Allowed Unless Made Upon Receipt of Goods. No Responsibility After Delivery to Transportation Lines IN GOOD ORDER.

BERRY, DEMOVILLE & CO.
Wholesale Druggists
Established 1834

174 Second Avenue, North.

Sold to

NASHVILLE, TENN. Nov. 10, 1925.

The undersigned guarantees that the articles covered by this invoice are not adulterated or misbranded within the meaning of the Federal Food and Drug Act, June 30, 1906, as amended.
BERRY, DEMOVILLE & CO.

WATKINS DRUG STORE
HUNTSVILLE ALA

			FORWARDED	
- 1/4	Doz	Cotys Paris Ext 8/	8 50	2 13
1	"	Lava Soap Small	60	60
			Total	74 02

DUPLICATE

Names:

Berry, Demoville & Co.

Watkins Drug Store

Places:

Madison Co., AL

Types:

account

Dates:

Nov 10, 1925

CPB 1B17 (6) 1925

No Claims Allowed Unless Made Upon Receipt of Goods. No Responsibility After Delivery to Transportation Lines IN GOOD ORDER.

BERRY, DEMOVILLE & CO. SALESMAN

174 Second Avenue, North. Wholesale Druggists
Established 1834

Sold to NASHVILLE, TENN. Nov. 10, 1925

The undersigned guarantees that the articles covered by this invoice are not adulterated or misbranded within the meaning of the Federal Food and Drugs Act, June 30, 1906, as amended.
BERRY, DEMOVILLE & CO.

WATKINS DRUG STORE
HUNTSVILLE ALA

WITH OTHER GOODS

- 1/2	Doz	Films # 116	2 70	1 35
1/2	"	" 130	4 05	2 03
1/2	"	Capudine 2/	2 40	60
1/6	"	" 4/	4 80	80
1/6	"	Red Pepper Rub	4 80	80
3	M	Soda Straws	60	1 50
			Total	7 08

DUPLICATE

Names:

Berry, Demoville &
Co.

Watkins Drug Store

Places:

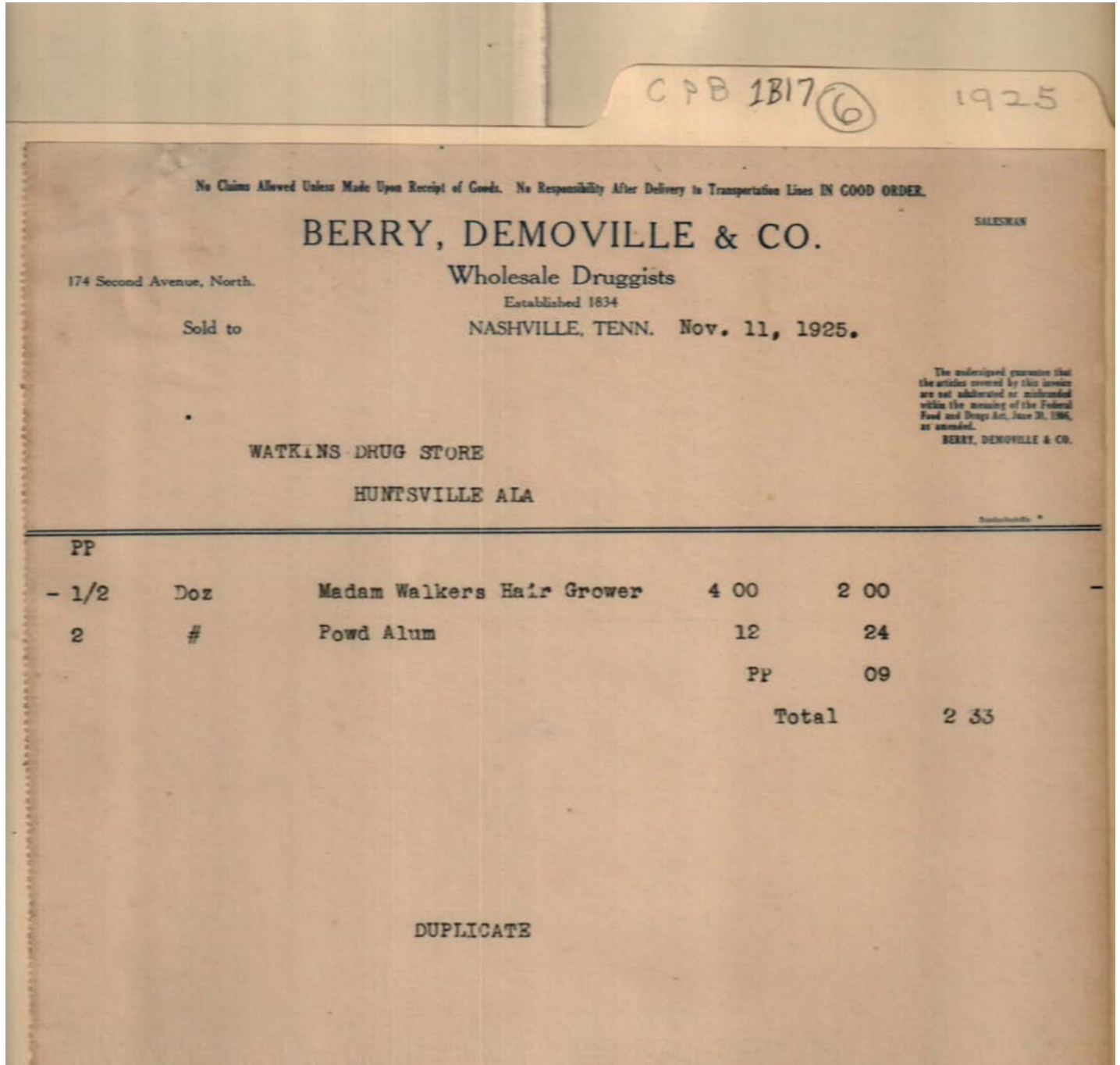
Madison Co., AL

Types:

account

Dates:

Nov 10, 1925



Names:

Berry, Demoville & Co.

Watkins Drug Store

Places:

Madison Co., AL

Types:

account

Dates:

Nov 11, 1925

CPB 1B17 (6) 1925

No Claims Allowed Unless Made Upon Receipt of Goods. No Responsibility After Delivery to Transportation Lines IN GOOD ORDER.

BERRY, DEMOVILLE & CO. SALESMAN

174 Second Avenue, North. Wholesale Druggists
Established 1834

Sold to NASHVILLE, TENN. Nov. 14, 1925.

The undersigned guarantees that the articles covered by this invoice are not adulterated or misbranded within the meaning of the Federal Food and Drugs Act, June 30, 1906, as amended.
BERRY, DEMOVILLE & CO.

WATKINS DRUG STORE
HUNTSVILLE ALA

PP				
-1	Doz	Putmans Dye Turkey Red		1 00
1	"	" " Purple		1 00
1	"	" " Dk Brown		1 00
1/2	"	Films # 116	2 70	1 35
			PP	10
				Total 4 45

DUPLICATE

Names:

Berry, Demoville & Co.

Watkins Drug Store

Places:

Madison Co., AL

Types:

account

Dates:

Nov 14, 1925

CPB 1817 (6) 1925

No Claims Allowed Unless Made Upon Receipt of Goods. No Responsibility After Delivery to Transportation Lines IN GOOD ORDER.

BERRY, DEMOVILLE & CO. SALESMAN

174 Second Avenue, North. Wholesale Druggists
Established 1834

Sold to NASHVILLE, TENN. Nov. 14, 1925.

The undersigned guarantee that the articles covered by this invoice are not adulterated or misbranded within the meaning of the Federal Food and Drugs Act, June 30, 1906, as amended.
BERRY, DEMOVILLE & CO.

WATKINS DRUG STORE
HUNTSVILLE ALA

1/6	Doz	Hot Water Bottles	8 00	1 34
1/6	"	" " " Red Bird	14 40	2 40
1/6	"	" " " Rose Bud	19 80	3 30
			PP	15
				Total 7 19

DUPLICATE

Names:

Berry, Demoville &
Co.

Watkins Drug Store

Places:

Madison Co., AL

Types:

account

Dates:

Nov 14, 1925

CPB 1B17 (6) 1925

No Claims Allowed Unless Made Upon Receipt of Goods. No Responsibility After Delivery to Transportation Lines IN GOOD ORDER.

BERRY, DEMOVILLE & CO. SALESMAN
Wholesale Druggists
Established 1834
174 Second Avenue, North.

Sold to NASHVILLE, TENN. Nov. 16, 1925.

The undersigned guarantees that the articles covered by this invoice are not adulterated or misbranded within the meaning of the Federal Food and Drug Act, June 30, 1906, as amended.
BERRY, DEMOVILLE & CO.

WATKINS DRUG STORE
HUNTSVILLE ALA

P P				
1	Doz	Films # 116	2 70	2 70
1/2	"	Blue Jay Corn Plasters	2 00	1 00
1/6	"	Stacomb	6 00	1 00
1/4	"	" Liq	4 00	1 00
1/6	"	" Tubes	2 80	47
1/2	"	Starks Head Ache Po 2/	2 00	1 00
			Total	7 17

DUPLICATE

Names:

Berry, Demoville & Co.

Watkins Drug Store

Places:

Madison Co., AL

Types:

account

Dates:

Nov 16, 1925

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 17, Folder 6

Legal and court documents, 1925

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CPB 1B17 (6) 1925

No Claims Allowed Unless Made Upon Receipt of Goods. No Responsibility After Delivery to Transportation Lines IN GOOD ORDER.

BERRY, DEMOVILLE & CO.
Wholesale Druggists
Established 1834

174 Second Avenue, North. Sold to

NASHVILLE, TENN. Nov. 16, 1925.

The undersigned guarantees that the articles herein are not adulterated or misbranded within the meaning of the Federal Food and Drug Act, June 30, 1906, as amended.
BERRY, DEMOVILLE & CO.

WATKINS DRUG STORE
HUNTSVILLE ALA

#	QTY	DESCRIPTION	UNIT PRICE	TOTAL
1/6	Doz	Dan Hair Dye	4 25	71
1	"	Woodburys Soap		2 25
1/3	"	Musterole	2 80	94
1/6	"	Dextro Maltose # 1	6 75	1 13
1/2	"	Mentholatum	2 00	1 00
1/4	#	Tinc Gelsimsemium	1 80	45
1/4	#	Henbane	3 36	84
1/2	Doz	Creolin	2 25	1 13
1/2	"	Falmolive Shaving Cream	3 00	1 50
1/4	"	Parkers Hair Balsam	5 04	1 26
1/6	"	Walkers Vinegar Bitters	9 00	1 50
1/4	"	Herb Juice	9 00	2 25
1/4	"	Cotys Face Po Natural	8 50	2 13
1	"	Peenamint 15¢		1 20
1/2	"	Freezone	2 80	1 40
1/6	"	Gets It	2 80	47
1	"	Peroxide		1 00
2	#	Salt Petre	15	30
			PP	64
			Total	22 10

DUPLICATE

Names:

Berry, Demoville & Co.

Watkins Drug Store

Places:

Madison Co., AL

Types:

account

Dates:

Nov 16, 1925

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 17, Folder 6

Legal and court documents, 1925

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CPB 1817 (6) 1925

No Claims Allowed Unless Made Upon Receipt of Goods. No Responsibility After Delivery to Transportation Lines IN GOOD ORDER.

BERRY, DEMOVILLE & CO.
Wholesale Druggists
Established 1834
NASHVILLE, TENN. Nov. 23, 1925.

Sold to

WATKINS DRUG STORE
HUNTSVILLE ALA

The undersigned guarantee that the articles covered by this invoice are not adulterated or misbranded within the meaning of the Federal Food and Drug Act, June 30, 1906, as amended.
BERRY, DEMOVILLE & CO.

FREIGHT				
-3	Pt	Cocos Quinine	1 15	3 45
1/4	Doz	Pazo Oint	4 80	1 20
1	"	Sal Hep 30¢		2 40
1/6	"	Pompeian Olive Oil Qt Cans	12 60	2 10
1/6	"	Peruna	9 00	1 50
1	"	Turkey Red Putman Dye		1 00
1/6	"	Dryco lge	20 25	3 38
1/4	"	Wentersmiths Chill Tonic	8 00	2 00
1/4	"	" " "	4 80	1 20
1/2	"	Porters Antiseptic Heal Oil	2 40	1 20
1/3	"	Cuticura Salve	2 40	80
1/2	"	Lavoris	4 00	2 00
1/3	"	Calif Syrup Figs	4 80	1 60
1	"	Bird See d		1 50
1/4	"	Bayers Aspirin 100's Bottles	10 56	2 64
4	Boxes	" " 1 Doz in box	1 44	5 76
1/4	Doz	Squibbs Petrolatum	8 00	2 00
1/2	"	Nujol	5 40	2 70
25	#	Epsom Salts	05	1 25
1	Box	Queen Soap 1/4 Doz	2 10	53
1	"	Peppermint	1 20	2 40
1	Gal	Spts Nitre		8 00
1	"	Balsam Copabia		6 00
1/6	"	Whichestor Pills lge	18 00	3 00
1/6	"	St Josephs Liver Reg 2/		2 00
			Forwarded	61 61

Names:

Berry, Demoville & Co.

Watkins Drug Store

Places:

Madison Co., AL

Types:

account

Dates:

Nov 23, 1925

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 17, Folder 6

Legal and court documents, 1925

Image 63 r01b17-06-000-0063 [Contents](#) [Index](#) [About](#)

C P B 1817 (6) 1925

No Claims Allowed Unless Made Upon Receipt of Goods. No Responsibility After Delivery to Transportation Lines IN GOOD ORDER.

BERRY, DEMOVILLE & CO.
Wholesale Druggists
Established 1834
NASHVILLE, TENN. Nov. 23, 1925.

174 Second Avenue, North.
Sold to

The undersigned guarantees that the articles ordered by this account are not adulterated or misbranded within the meaning of the Federal Food and Drug Act, June 2, 1906, as amended.
BERRY, DEMOVILLE & CO.

WATKINS DRUG STORE
HUNTSVILLE ALA

			FORWARDED	61	61
1/8	Doz	Mary T Goodman # 2	13 50	2	25
1/2	"	Morses I Root Pills	2 00	1	00
1	"	Red X Kidney Plasters		2	50
1	"	Alcox " "		1	50
1	"	Mdm Walkers Hair Growth		4	00
1/2	"	" " Glossine	3 00	1	50
1	"	Musterole 2/		2	80
1	"	Castoria		3	25
1/6	"	Swamp Root lge	9 40	1	57
1/3	"	Danderine	4 80	1	60
1/6	"	Blk & Wht Quinine Hair Pomade	4 00		67
1/4	"	Phillips Milk Magnesia	2 25		57
1	"	Whitea Specific Face Cream		2	00
1/6	"	Spohna Distemper Cure lge	9 00	1	50
1	"	Bromo Seltzer 30¢	2 40	2	40
1/4	"	" " lge	4 80	1	20
1/2	"	Cuticura Soap	2 40	1	20
1	Gal	Lemon Ext Delmo		6	00
1	"	Glycerine		3	15 Adv
100	Pills	Alophen P D			57
1	Doz	Nelsons Hair Dressing		2	25
1	"	Queens " "	2 10	2	10
1	"	Herolin " "		2	00
1/4	"	Herb Juice	9 00	2	25
			Forwarded	111	44

Names:

Watkins Drug Store

Places:

Madison Co., AL

Types:

account

Dates:

Nov 23, 1925

CPB 1B17 (6) 1925

No Claims Allowed Unless Made Upon Receipt of Goods. No Responsibility After Delivery to Transportation Lines IN GOOD ORDER.

BERRY, DEMOVILLE & CO. SALESMAN

174 Second Avenue North. Wholesale Druggists
Established 1834

Sold to NASHVILLE, TENN. Nov. 23, 1925.

WATKINS DRUG STORE
HUNTSVILLE ALA

The undersigned guarantees that the articles covered by this invoice are not adulterated or misbranded within the meaning of the Federal Food and Drugs Act, June 30, 1906, as amended.
BERRY, DEMOVILLE & CO.

				Forwarded	111 44
1/6	Doz	Kodol		4 80	80
6	"	4 Ounce Bottles B D		5 46	2 73
6	"	2 " " "		4 04	2 02
6	"	1/2 " " "		3 10	1 55
1	Only	Djer Kiss Set			Back Order
1	"	Azurea Set # 7		32 00	2 67
1	"	Melba " # 100		15 40	1 29
1	"	" " 108		52 80	4 80
1	"	" " 106		24 20	2 02
1	"	" " 130		11 00	92
1	"	" " 140		19 80	1 65
				Total	131 89

DUPLICATE

Names:

Berry, Demoville & Co.

Watkins Drug Store

Places:

Madison Co., AL

Types:

account

Dates:

Nov 23, 1925

CPB 1B17 (6) 1925

No Claims Allowed Unless Made Upon Receipt of Goods. No Responsibility After Delivery to Transportation Lines IN GOOD ORDER.

BERRY, DEMOVILLE & CO. SALESMAN
Wholesale Druggists
Established 1834
174 Second Avenue, North.
NASHVILLE, TENN. Nov. 23, 1925.

Sold to

WATKINS DRUG STORE
HUNTSVILLE ALA

The undersigned guarantees that the articles covered by this invoice are not adulterated or misbranded within the meaning of the Federal Food and Drugs Act, June 30, 1906, as amended.
BERRY, DEMOVILLE & CO.

1	Doz	Ponds Van Cream Sml Jars		3 00
1	"	" Cold " " "		3 00
1	"	Prophylactic Tooth Brushes Adult Med		4 00
1/12	"	" " " "		Free
1/2	"	Hard Rubber Catheters Asstd	1 20	60
1	"	White Nipples		35
1	"	Red "		35
1.6	"	Jock Straps J & J	6 50	1 09
1/3	"	Pompeian Day Cream	4 80	1 60
1	"	B S White Vaseline		90
1	"	Colgates Castile Soap		1 25
1/2	"	Mum 2/	2 25	1 13
			Total	17 27

DUPLICATE

Names:

Berry, Demoville &
Co.

Watkins Drug Store

Places:

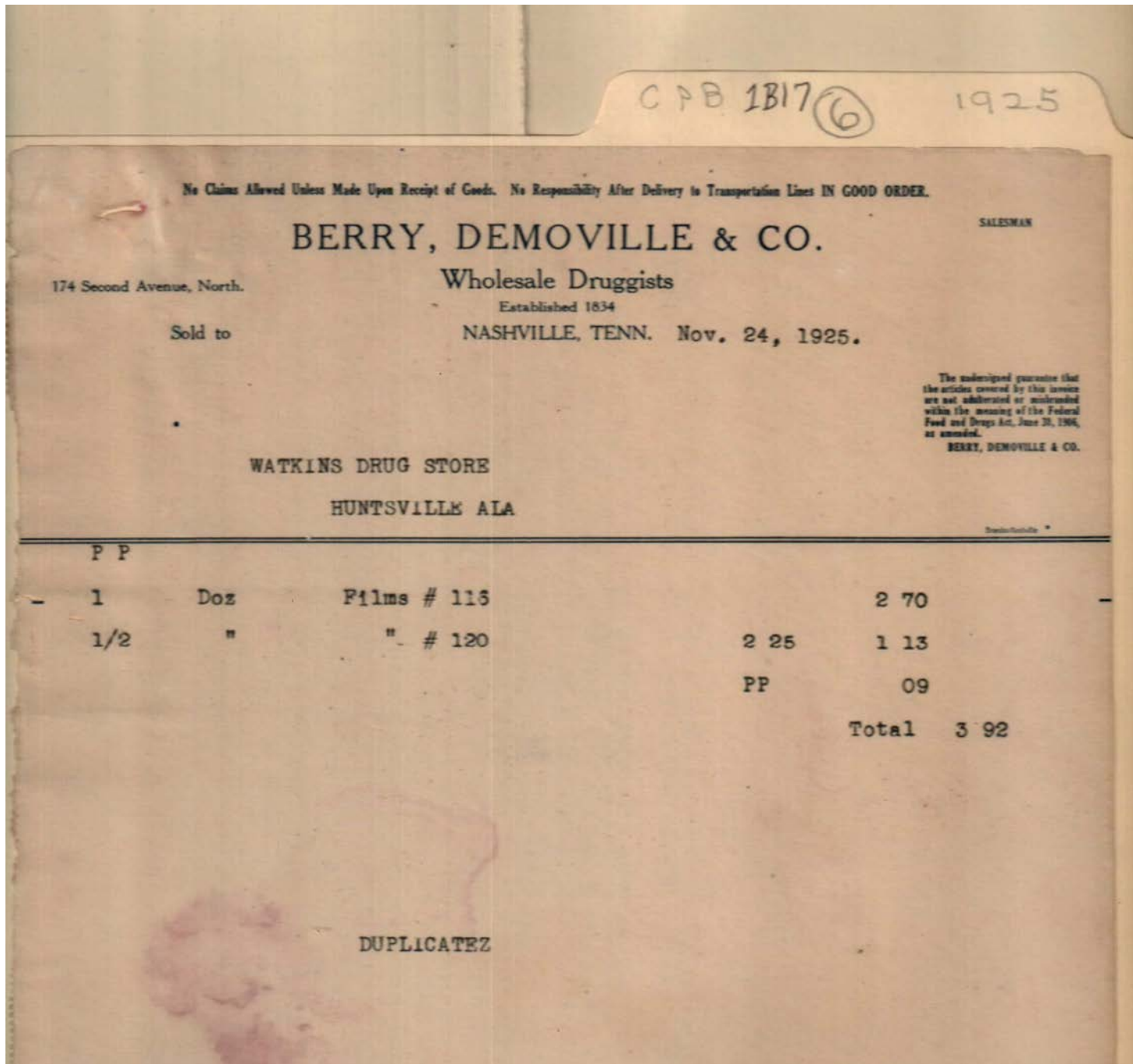
Madison Co., AL

Types:

account

Dates:

Nov 23, 1925



Names:

Berry, Demoville & Co.

Watkins Drug Store

Places:

Madison Co., AL

Types:

account

Dates:

Nov 24, 1925

CPB 1B17 (6) 1925

No Claims Allowed Unless Made Upon Receipt of Goods. No Responsibility After Delivery to Transportation Lines IN GOOD ORDER.

BERRY, DEMOVILLE & CO. SALESMAN
Wholesale Druggists
Established 1834
174 Second Avenue, North.
NASHVILLE, TENN. Nov. 27, 1925.

Sold to

WATKINS DRUG STORE
HUNTSVILLE ALA

The undersigned guarantees that the articles covered by this invoice are not adulterated or misbranded within the meaning of the Federal Food and Drugs Act, June 30, 1906, as amended.
BERRY, DEMOVILLE & CO.

PP					
1/2	Doz	Melba Sets	# 160	11 00	2 75
				PP	13
				Total	2 88

DUPLICATE

Names:

Berry, Demoville & Co.

Watkins Drug Store

Places:

Madison Co., AL

Types:

account

Dates:

Nov 27, 1925

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 17, Folder 6

Legal and court documents, 1925

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CPB 1B17 (6) 1925

No Claims Allowed Unless Made Upon Receipt of Goods. No Responsibility After Delivery to Transportation Lines IN GOOD ORDER.

BERRY, DEMOVILLE & CO. SALESMAN

174 Second Avenue, North. Wholesale Druggists
Established 1834

Sold to NASHVILLE, TENN. Nov. 30 As Dec 1, 1925.

WATKINS DRUG STORE
HUNTSVILLE ALA

The undersigned guarantees that the articles covered by this invoice are not adulterated or misbranded within the meaning of the Federal Food and Drugs Act, June 30, 1906, as amended.
BERRY, DEMOVILLE & CO.

1/12	Doz Mavis Rouge	4 00	34
------	-----------------	------	----

SENT DIRECT BY V VIVAUDOU 11/25/25

DUPLICATE

Names:

Berry, Demoville &
Co.

Watkins Drug Store

Places:

Madison Co., AL

Types:

account

Dates:

Nov 30, 1925

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 17, Folder 6

Legal and court documents, 1925

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C P B 1817 (6) 1925

No Claims Allowed Unless Made Upon Receipt of Goods. No Responsibility After Delivery to Transportation Lines IN GOOD ORDER.

BERRY, DEMOVILLE & CO.
Wholesale Druggists
Established 1834

Sold to **WATKINS DRUG STORE**
MONTSVILLE ALA

The undersigned guarantee that the articles covered by this invoice are not adulterated or misbranded within the meaning of the Federal Food and Drug Act, June 30, 1906, as amended.
BERRY, DEMOVILLE & CO.

FREIGHT				
1/4	Doz	Chichester Pills Lge	18 00	4 50
1	"	Dk Blue Put Dye		1 00
1/3	"	Porhans Tooth Paste	2 80	94
1/4	"	" " "	4 80	1 20
1/4	"	Spohns Diste mper Cure	4 50	1 13
2	#	Lead Stone	35	70
1/2	Doz	Winslows Soothing Syrup	2 75	1 38
1	"	Navy Blue Put Dye		1 00
1	"	Bright Green " "		1 00
1	"	Dark Brown " "		1 00
1/4	"	Corega	2 80	70
1	"	Pepsodant Tooth Paste	4 25	4 25
1/4	"	Wyeths Sage & Sulphur	6 00	1 50
1	Gal	Elix Saw Palmetto Comp		6 00
1	#	Celery Seed		45
2	Bars	Castile Soap	1 60	3 20
1	Oz	Antipyrene		30
1	Doz	Listerine 35¢		2 50
3	Ozs	Quinine (Ounces)	74	2 22

FORWARDED 34 97

DUPLICATE

Names:

Berry, Demoville & Co.

Watkins Drug Store

Places:

Madison Co., AL

Types:

account

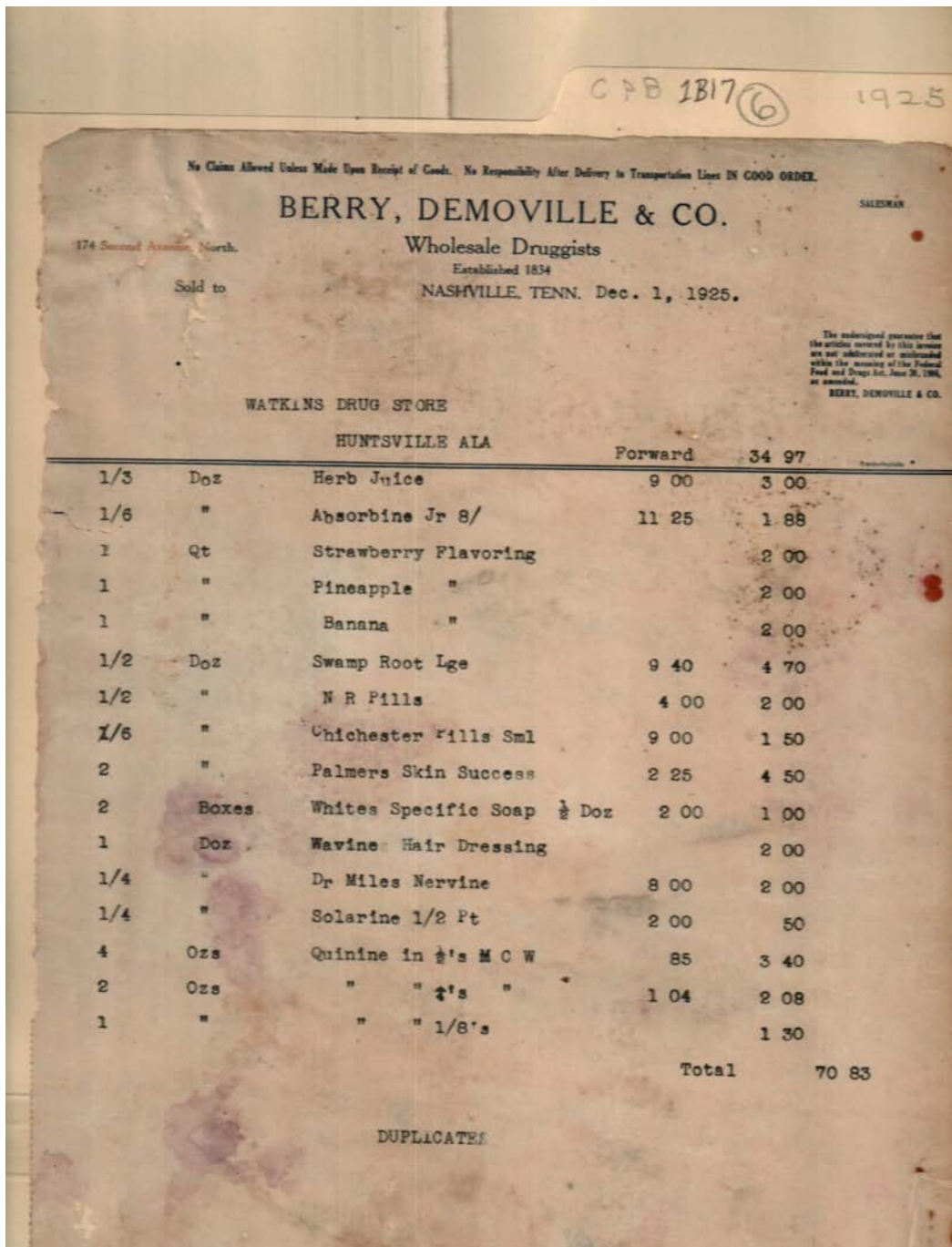
Dates:

Dec 1, 1925

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 17, Folder 6

Legal and court documents, 1925

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Names:

Berry, Demoville & Co.

Watkins Drug Store

Places:

Madison Co., AL

Types:

account

Dates:

Dec 1, 1925

CPB 1817 (6) 1925

No Claims Allowed Unless Made Upon Receipt of Goods. No Responsibility After Delivery to Transportation Lines IN GOOD ORDER.

BERRY, DEMOVILLE & CO. SALESMAN
Wholesale Druggists
Established 1834
NASHVILLE, TENN. Oct. 15, 1925.

174 Second Avenue, North.
Sold to

The undersigned guarantees that the articles covered by this invoice are not adulterated or misbranded within the meaning of the Federal Food and Drugs Act, June 30, 1906, as amended.
BERRY, DEMOVILLE & CO.

WATKINS DRUG STORE
HUNTSVILLE ALA

-	PP					
1/12	Doz	CR Pine Apple	27 00	2 25		
			PP	16		
				Total	2 41	

DUPLICATE

Names:

Berry, Demoville & Co.

Watkins Drug Store

Places:

Madison Co., AL

Types:

account

Dates:

Oct 15, 1925

CPB 1B17 (6) 1925

No Claims Allowed Unless Made Upon Receipt of Goods. No Responsibility After Delivery to Transportation Lines IN GOOD ORDER.

BERRY, DEMOVILLE & CO. SALESMAN

174 Second Avenue, North. Wholesale Druggists
Established 1834

Sold to NASHVILLE, TENN. Oct. 19, 1925.

The undersigned guarantees that the articles covered by this invoice are not adulterated or misbranded within the meaning of the Federal Food and Drug Act, June 30, 1906, as amended.
BERRY, DEMOVILLE & CO.

WATKINS DRUG STORE
HUNTSVILLE ALA

PP				
1/4				
1/4	Doz	Cotys Face Po Nat	8 50	2 13
1/6	"	Princess Pat Face Po Nat	8 00	1 34
3	"	Putmans Dye Blk	1 00	3 00
2	"	Diamond Dye Blk	1 13	2 26
			PP	10
			Total	8 83

DUPLICATE

Names:

Berry, Demoville & Co.

Watkins Drug Store

Places:

Madison Co., AL

Types:

account

Dates:

Oct 19, 1925

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 17, Folder 6

Legal and court documents, 1925

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C P B 1817 (6) 1925

No Claims Allowed Unless Made Upon Receipt of Goods. No Responsibility After Delivery to Transportation Lines IN GOOD ORDER.

BERRY, DEMOVILLE & CO.
Wholesale Druggists
Established 1834
NASHVILLE, TENN. Oct. 13, 1925.

174 Second Avenue, North.

Sold to

WATKINS DRUG STORE
HUNTSVILLE ALA

The undersigned guarantees that the articles covered by this invoice are not adulterated or misbranded within the meaning of the Federal Food and Drug Act, June 30, 1906, as amended.
BERRY, DEMOVILLE & CO.

FREIGHT				
1/2	Doz	Grays Ointment	2 00	1 00
1/4	"	Cream White Vermifuge	2 80	70
1/6	"	Veraceptic	6 00	1 00
1/2	"	Pluto Small	1 75	88
1/2	"	" Large	3 85	1 93
1/6	"	Nux Herbs & Iron	6 00	1 00
1/4	"	Horlicks Malted Milk	4 50	1 13
1/3	"	Nujol Lge	6 00	2 67
1/3	"	" Sm1	5 40	1 80
1	"	Dark Blue Diamond Dye		1 13
2	"	Lanes Pills	1 75	3 50
1/6	"	Peruna	9 00	1 50
1/3	"	N R Pills	4 00	1 34
2	"	Dr. Miles A. P Pills	2 00	4 00
1/6	"	Bisodol 2 Oz	5 00	84
1	#	Magnesia Carb 1/8		36
1	#	Catnip Ozs		1 24
2	#	Senna Leaves	75	1 50
1/4	"	Iodex	4 50	1 13
1/4	"	Ipanna Tooth Paste	4 00	1 00
1/4	"	Lucky Tiger	4 00	1 00
1/12	"	" " Lge	8 00	67
1/3	"	Butter Coloring 2/	2 80	94
1	"	Bromo Seltzer 30¢	2 40	2 40
			Forwarded	34 66

Names:

Berry, Demoville & Co.

Watkins Drug Store

Places:

Madison Co., AL

Types:

account

Dates:

Oct 13, 1925

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 17, Folder 6

Legal and court documents, 1925

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C 7 B 1 B 1 7 (6) 1925

No Claims Allowed Unless Made Upon Receipt of Goods. No Responsibility After Delivery to Transportation Lines IN GOOD ORDER.

BERRY, DEMOVILLE & CO. SALESMAN

174 Second Avenue, North. Wholesale Druggists
Established 1834

Sold to NASHVILLE, TENN. Oct. 13, 1925.

The undersigned guarantees that the articles covered by this invoice are not adulterated or misbranded within the meaning of the Federal Food and Drug Act, June 30, 1906, as amended.
BERRY, DEMOVILLE & CO.

WATKINS DRUG STORE
HUNTSVILLE ALA

			Forwarded	34 66
1/6	Doz	Baume Bengue	6 00	1 00
1/2	"	Dewitts Kidney Pills	4 00	2 00
1/2	"	Mentholatum	2 00	1 00
1/2	"	Citrate Magnesia	2 00	1 00
1/3	"	Chamberlains CC & D Mix	2 80	94
1	"	Nelsons Hair Dressing		2 25
1	"	Queens " "		2 10
1/4	"	Flough " "	2 00	50
1/2	"	Lydia Pinkhams Comp	10 56	5 28
1/4	"	Glovers Mange Cure	5 75	1 44
1/4	"	Pinex	5 20	1 30
1/3	"	Swamp Root Small	4 95	1 59
5	Gal	Can Denatured Alcohol	72	3 60
1	Can	CAN SENT NO GOOD		1 10
			Total	59 76

DUPLICATE

Names:

Berry, Demoville & Co.

Watkins Drug Store

Places:

Madison Co., AL

Types:

account

Dates:

Oct 13, 1925

CPB 1B17 (6) 1925

No Claims Allowed Unless Made Upon Receipt of Goods. No Responsibility After Delivery to Transportation Lines IN GOOD ORDER.

BERRY, DEMOVILLE & CO. SALESMAN

174 Second Avenue, North. Wholesale Druggists
Established 1834

Sold to NASHVILLE, TENN. Oct. 13, 1925.

WATKINS DRUG STORE
HUNTSVILLE ALA

The undersigned guarantees that the articles covered by this invoice are not adulterated or misbranded within the meaning of the Federal Food and Drugs Act, June 30, 1906, as amended.
BERRY, DEMOVILLE & CO.

WITH OTHER GOODS

1/2	Doz	Infants Eye Syringes	2 04	1 02
1	#	Tire Tape		50
1/3	Doz	2 Qt Ftn Syringes	8 00	2 67
1	"	Mavis Talc Po Small		2 17
4	"	Hoyts Cologne 10¢	75	3 00
3	"	" " 2/	2 00	6 00
1	#	Williams Barber Soap		50
1/2	Doz	Films # 127	2 25	1 13
1	"	Indelable Pencils		75
1/4	"	Pyrodenta Tooth Paste 4/	4 80	1 20
25	Cakes	Ivory Soap		None
1/2	Doz	Hinds H & A Cream 4/	4 00	2 00
8	"	B S Carb Vaseline	90	5 40
1/3	"	Pee Chee Polish	2 10	70
1/3	"	Film racks # 520	4 50	1 50
1/2	"	B & W Face Po Fl 2/	2 00	1 00
		Total		29 54

Names:

Berry, Demoville & Co.

Watkins Drug Store

Places:

Madison Co., AL

Types:

account

Dates:

Oct 13, 1925

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 17, Folder 6

Legal and court documents, 1925

Image 76 r01b17-06-000-0076 [Contents](#) [Index](#) [About](#)

CPB 1817 (6) 1925

No Claims Allowed Unless Made Upon Receipt of Goods. No Responsibility After Delivery to Transportation Lines IN GOOD ORDER.

BERRY, DEMOVILLE & CO. SALESMAN
Wholesale Druggists
Established 1834
174 Second Avenue, North.
Sold to NASHVILLE, TENN. Oct. 3, 1925.

WATKINS DRUG STORE
HUNTSVILLE ALA

The undersigned guarantees that the articles covered by this invoice are not adulterated or misbranded within the meaning of the Federal Food and Drugs Act, June 30, 1906, or amended.
BERRY, DEMOVILLE & CO.

PP				
- 1/4	Doz	Allens Foot Ease	2 80	70
1/4	"	Freezone	2 80	70
1/4	"	Tiz	2 80	70
1/2	"	Whites Specific Soap	2 00	1 00
1	"	Wavine Hair Dressing	2 00	2 00
1/6	"	Squibbs Petrolatum	8 00	1 34
1	#	Chloroform		60
1/6	Doz	Stacomb Jars	6 00	1 00
1/6	"	Hair Groom	4 00	67
1/6	"	Rubmytism	2 00	/ 34
1/4	"	Browns Troches 2/	2 75	69
1/2	"	Red Ink	85	43
			PP	28
			Total	10 45

DUPLICATE

Names:

Berry, Demoville & Co.

Watkins Drug Store

Places:

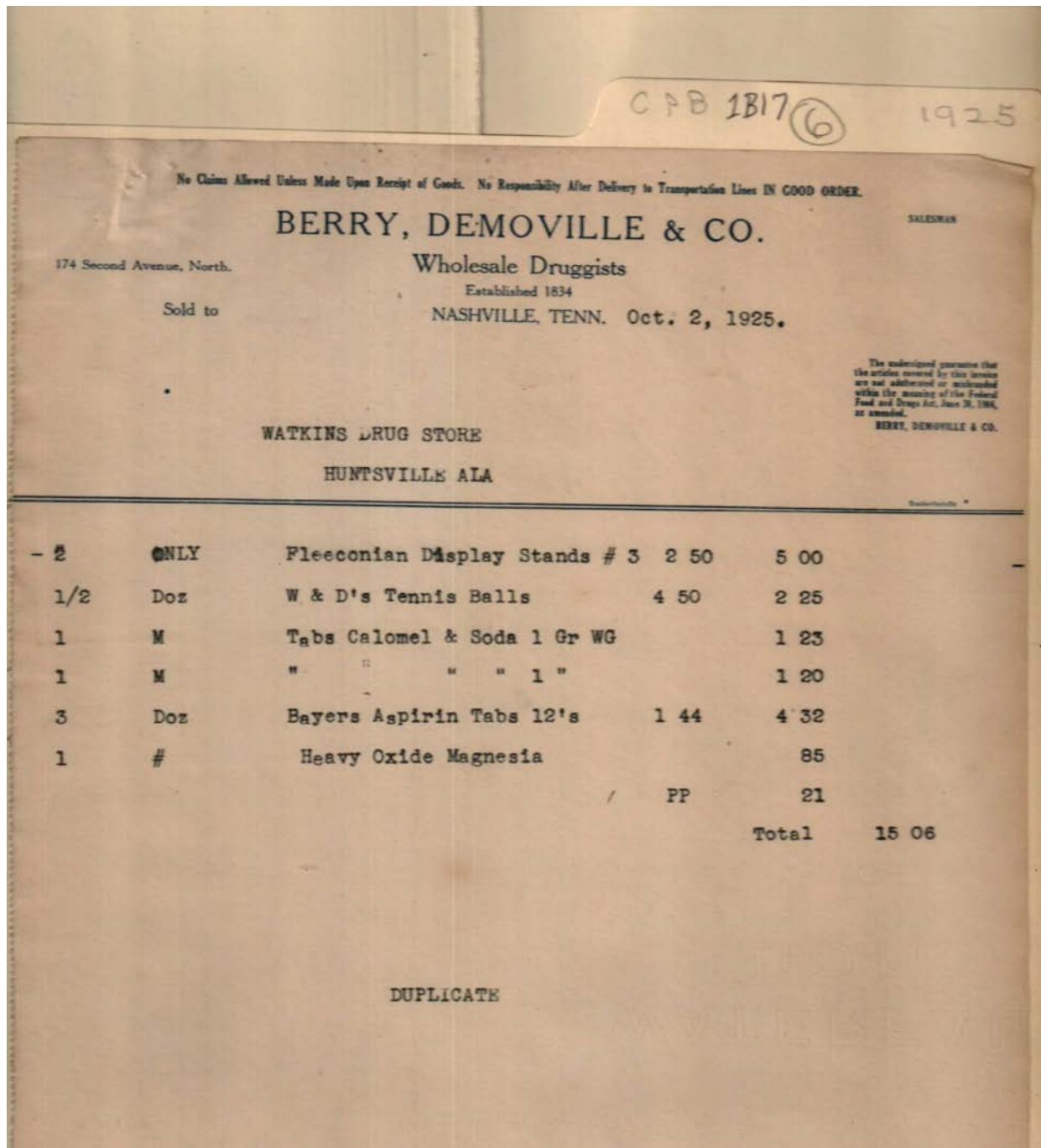
Madison Co., AL

Types:

account

Dates:

Oct 3, 1925



Names:

Berry, Demoville & Co.

Watkins Drug Store

Places:

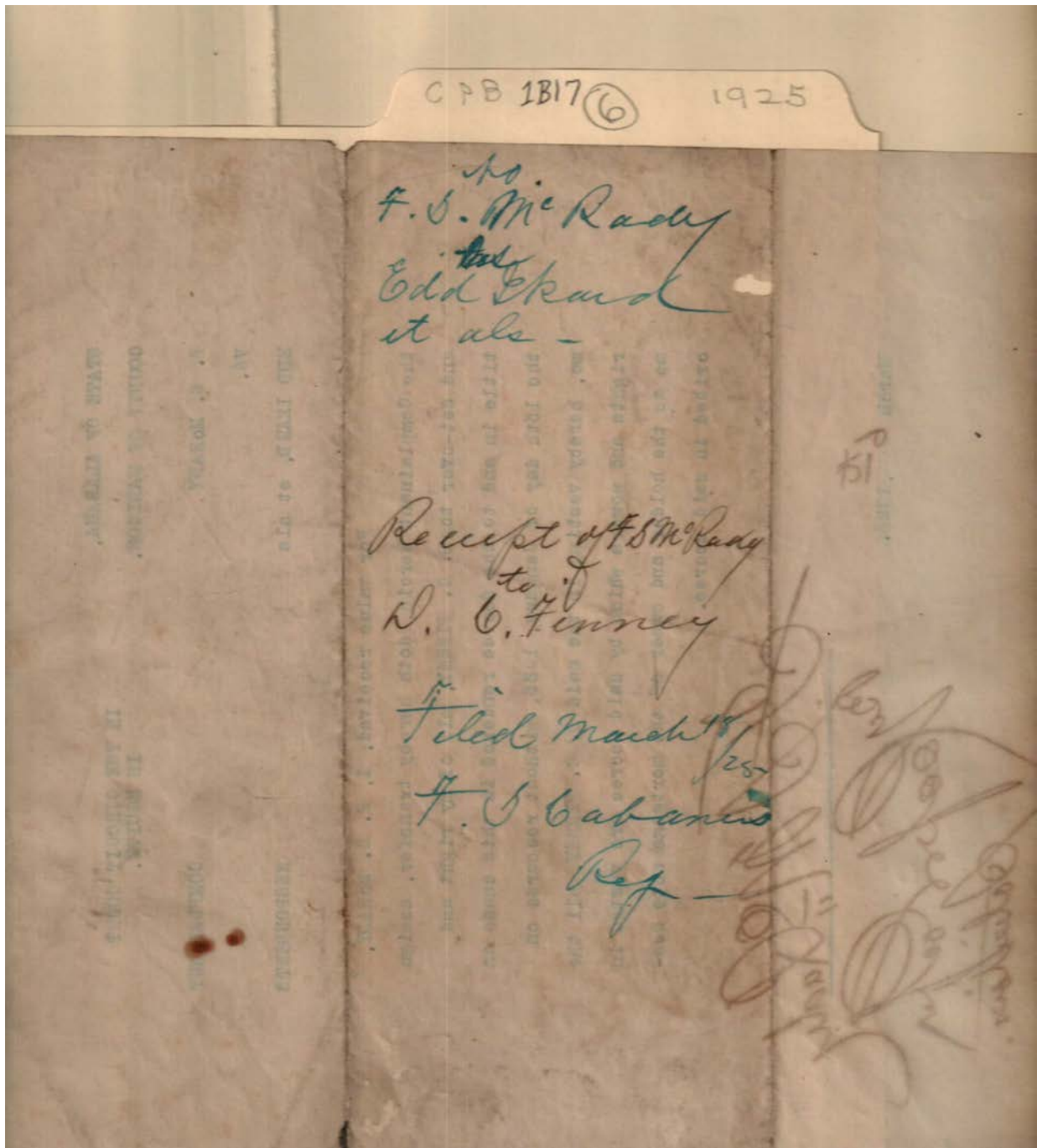
Madison Co., AL

Types:

account

Dates:

Oct 2, 1925



Names:

Fenney, D. C.

Ikard, Edd

McRady, F. S.

Places:

Madison Co., AL

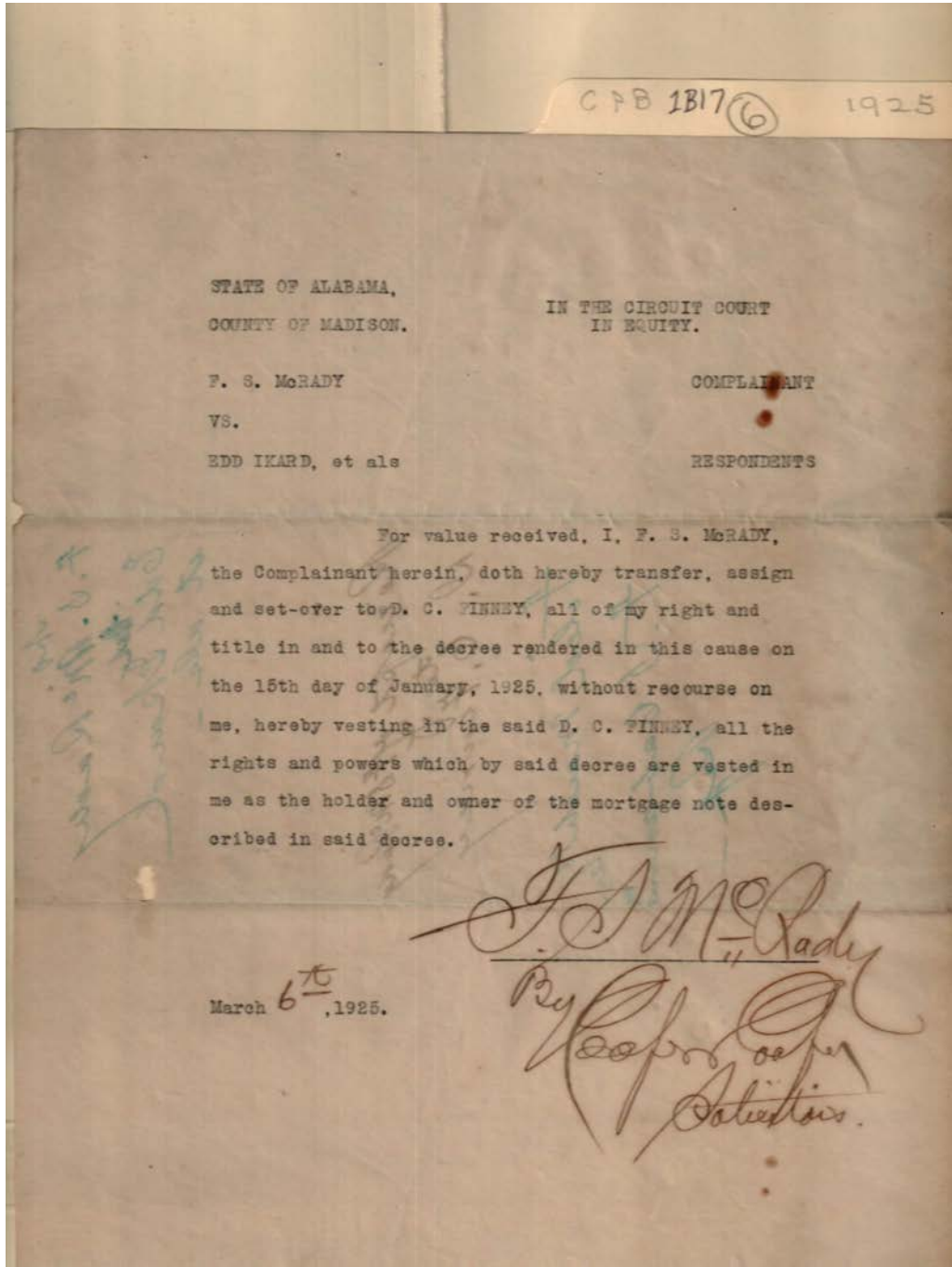
Types:

circuit court in equity

receipt

Dates:

Mar 18, 1925



Names:

Fenney, D. C.

Ikard, Edd

McRady, F. S.

Places:

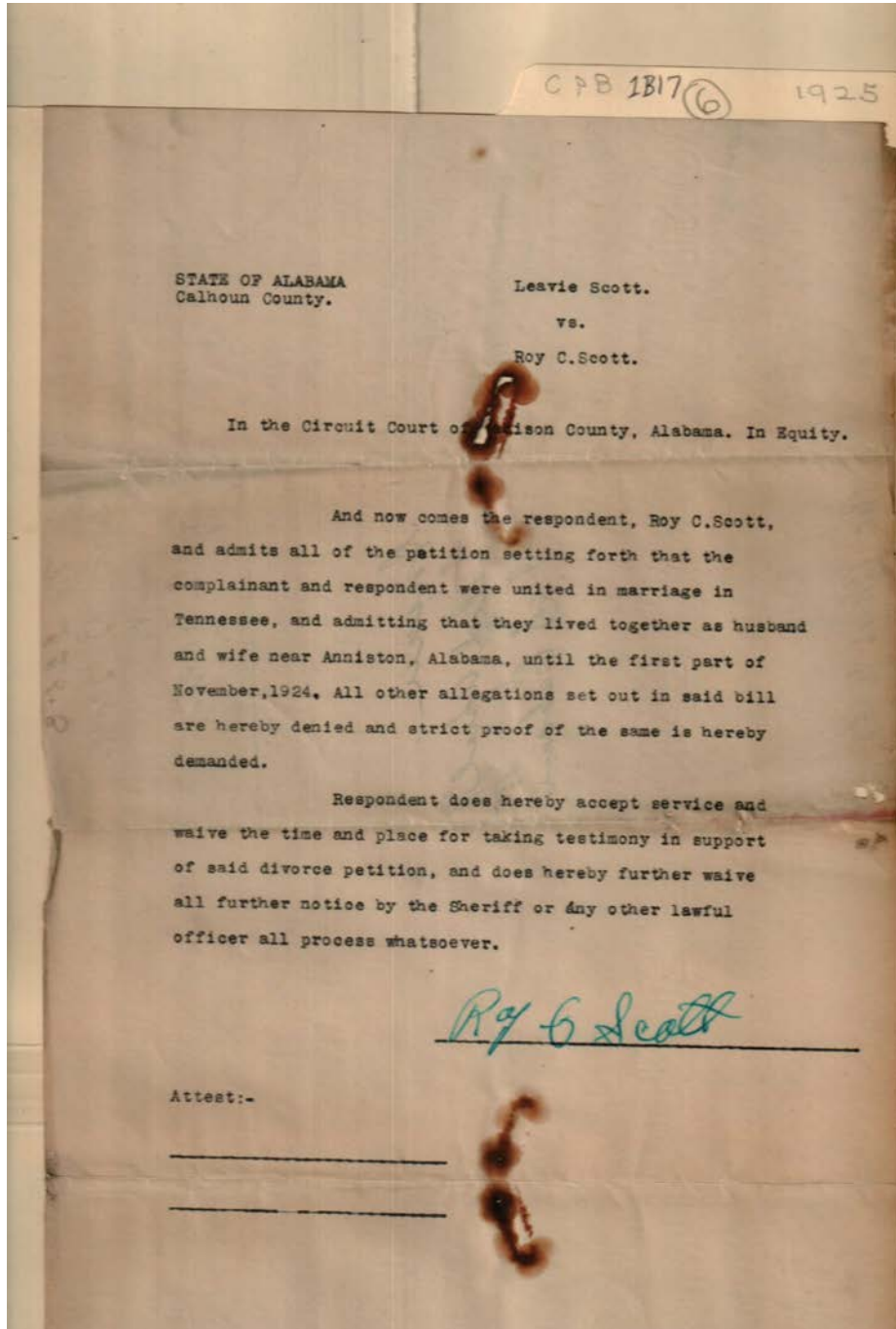
Madison Co., AL

Types:

circuit court in equity

Dates:

Mar 6, 1925



Names:

Scott, Leavie

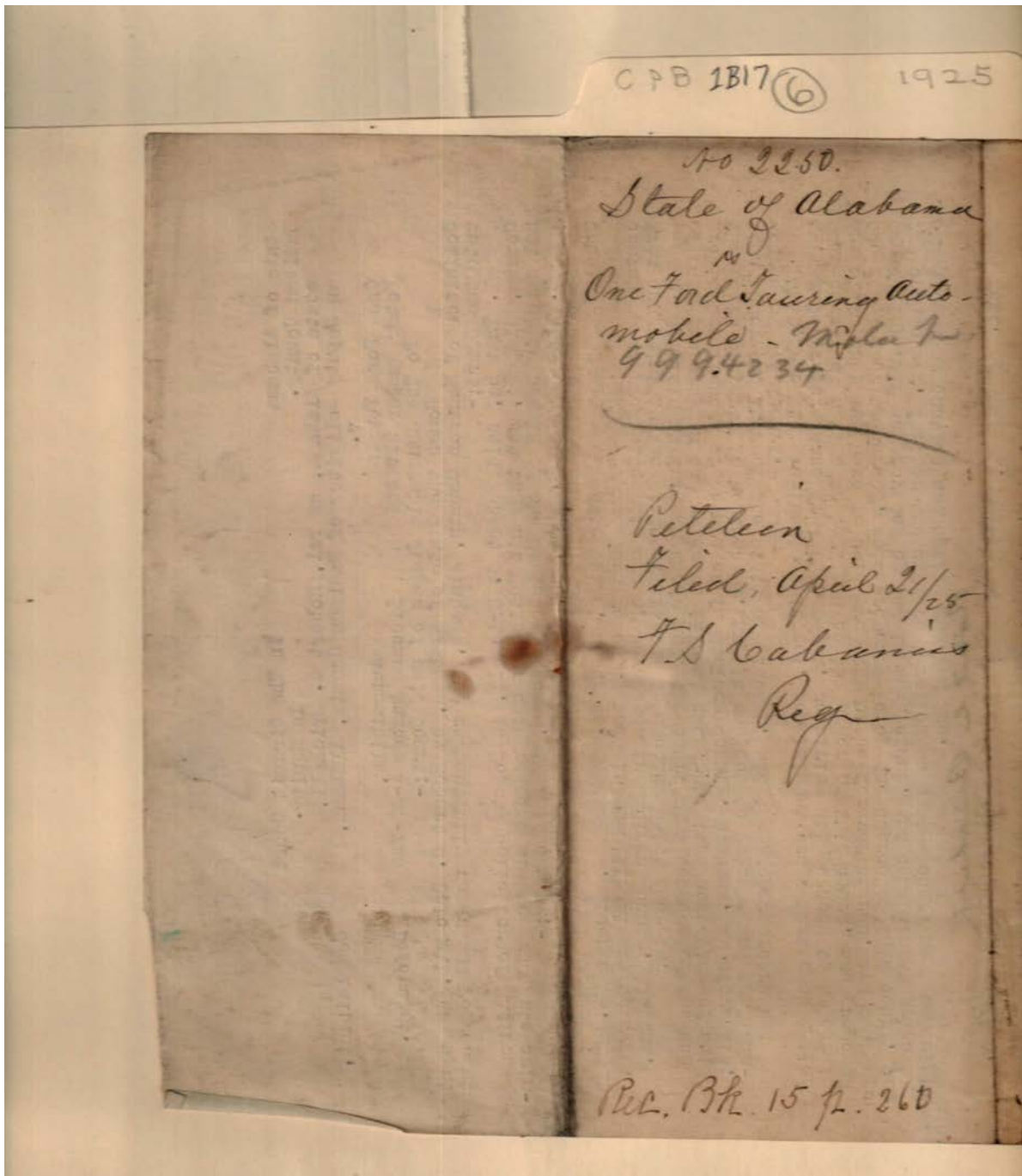
Scott, Roy C.

Places:

Calhoun Co., AL

Types:

circuit court in equity



Names:

Alabama, State of

Ford Touring
Automobile

Places:

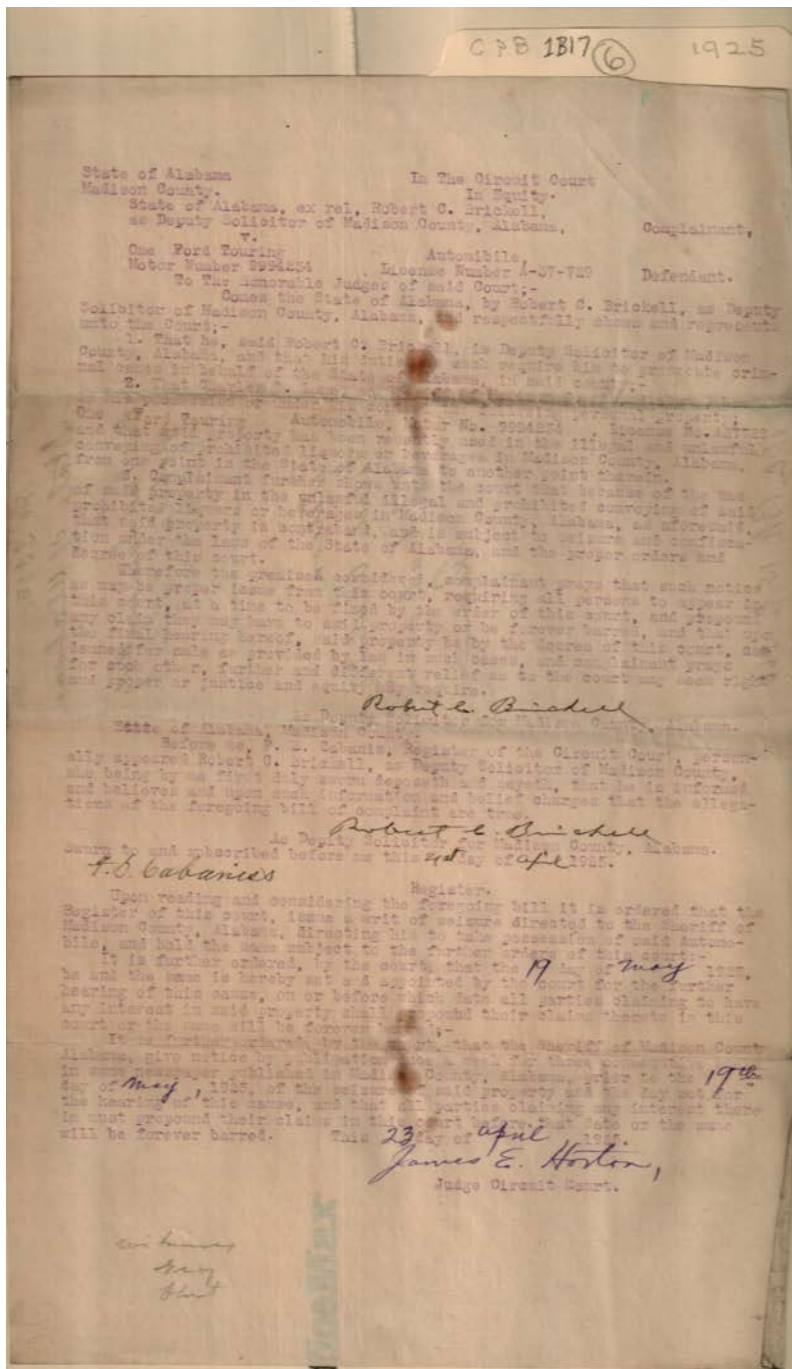
Madison Co., AL

Types:

circuit court in equity

Dates:

Apr 21, 1925



Names:

Alabama, State of
Brickell, Robert C.

Ford Touring
Automobile

Lane, Charles D.

Places:

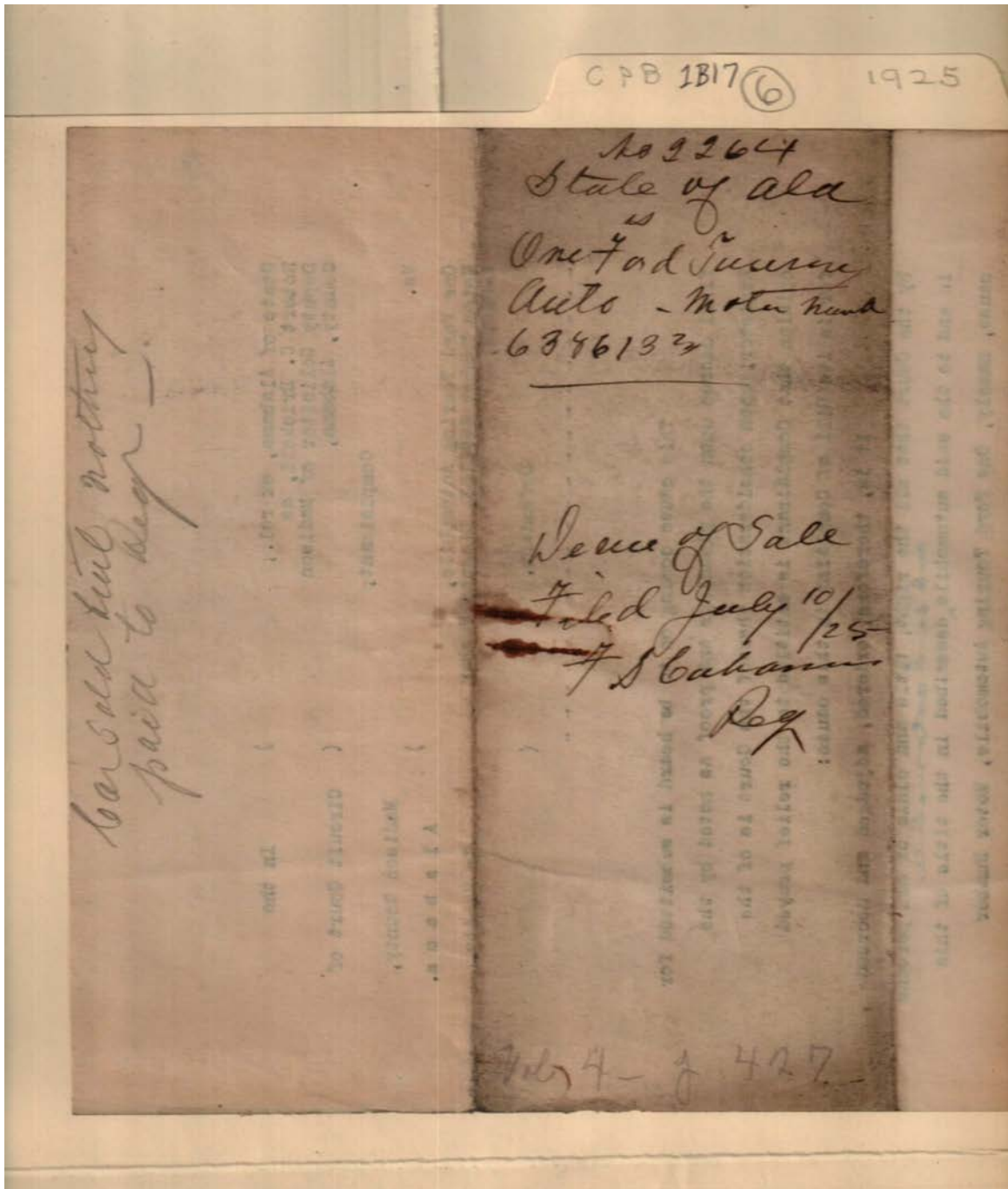
Madison Co., AL

Types:

circuit court in equity

Dates:

Apr 23, 1925



Names:

Alabama, State of

Berry, Demoville &
Co.

Ford Touring
Automobile

Places:

Madison Co., AL

Types:

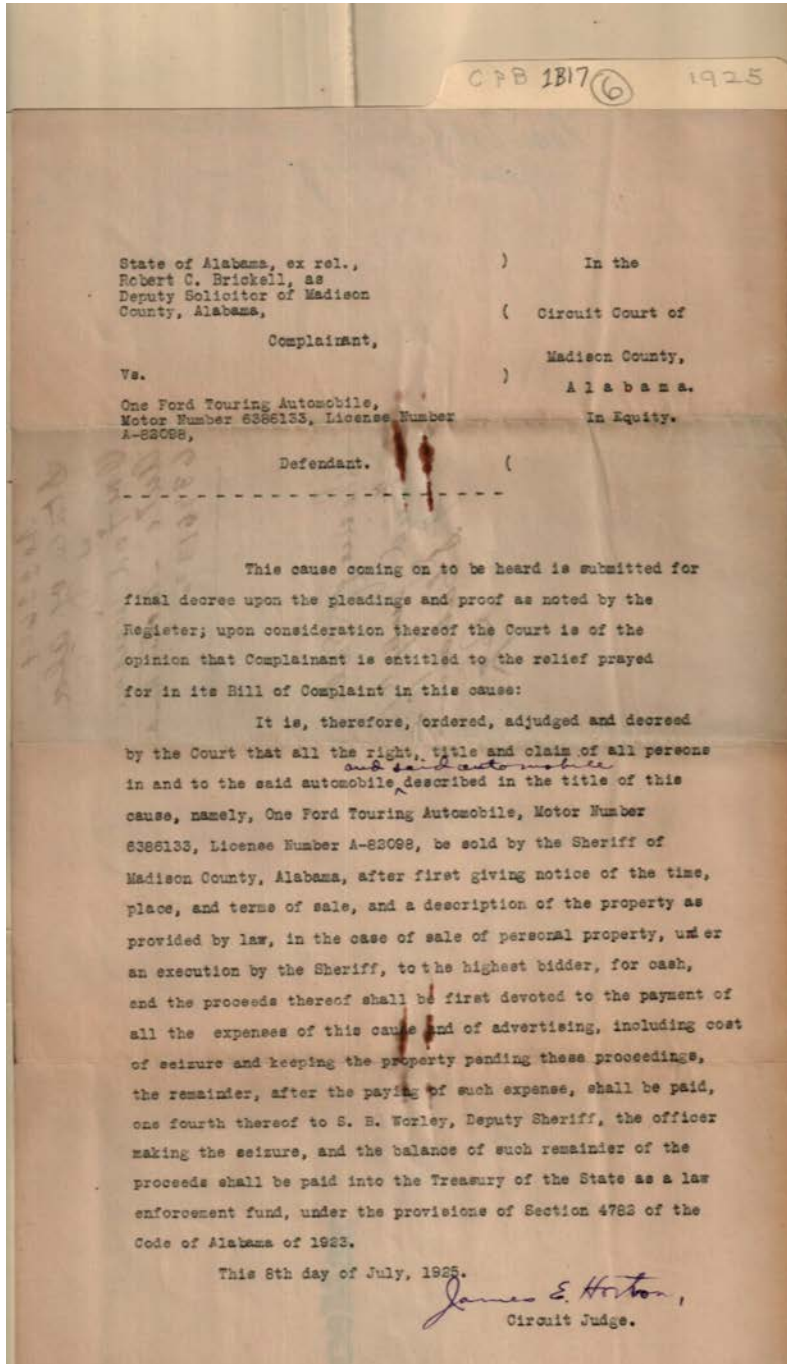
account

circuit court in equity

Dates:

July 10, 1925

Nov 23, 1925



Names:

Alabama, State of
Brickell, Robert C.

Ford Touring
Automobile

Worley, S. B., Deputy
Sheriff

Places:

Madison Co., AL

Types:

circuit court in equity

Dates:

July 8, 1925

CPB 1B17 (6) 1925

F. S. CABANISS
REGISTER
MADISON CIRCUIT COURT
HUNTSVILLE, ALA.

Mrs. Mary Brannen's Share - 759.64
Less Advances - 86.62

\$673.02
4.70

\$669.32

Jan. 10, 1925 -
Filing Petition of Mrs. Brannen - 10
& Brannen - Carpenter - 10
Enter app. - E. D. J. 25
Filing Petition of Brannen - 10
Enter app. - Same - 25
Jan 21st filing testimony Mrs. Ref. 75
May 21st Petition & app. - H. G. L. 35
J. G. L. - Decree & copy 45 -
copy of Ref.
Carpenter's report 2.05
Costs of proceedings \$4.70

Names:

Brannen, Mary, Mrs.

Places:

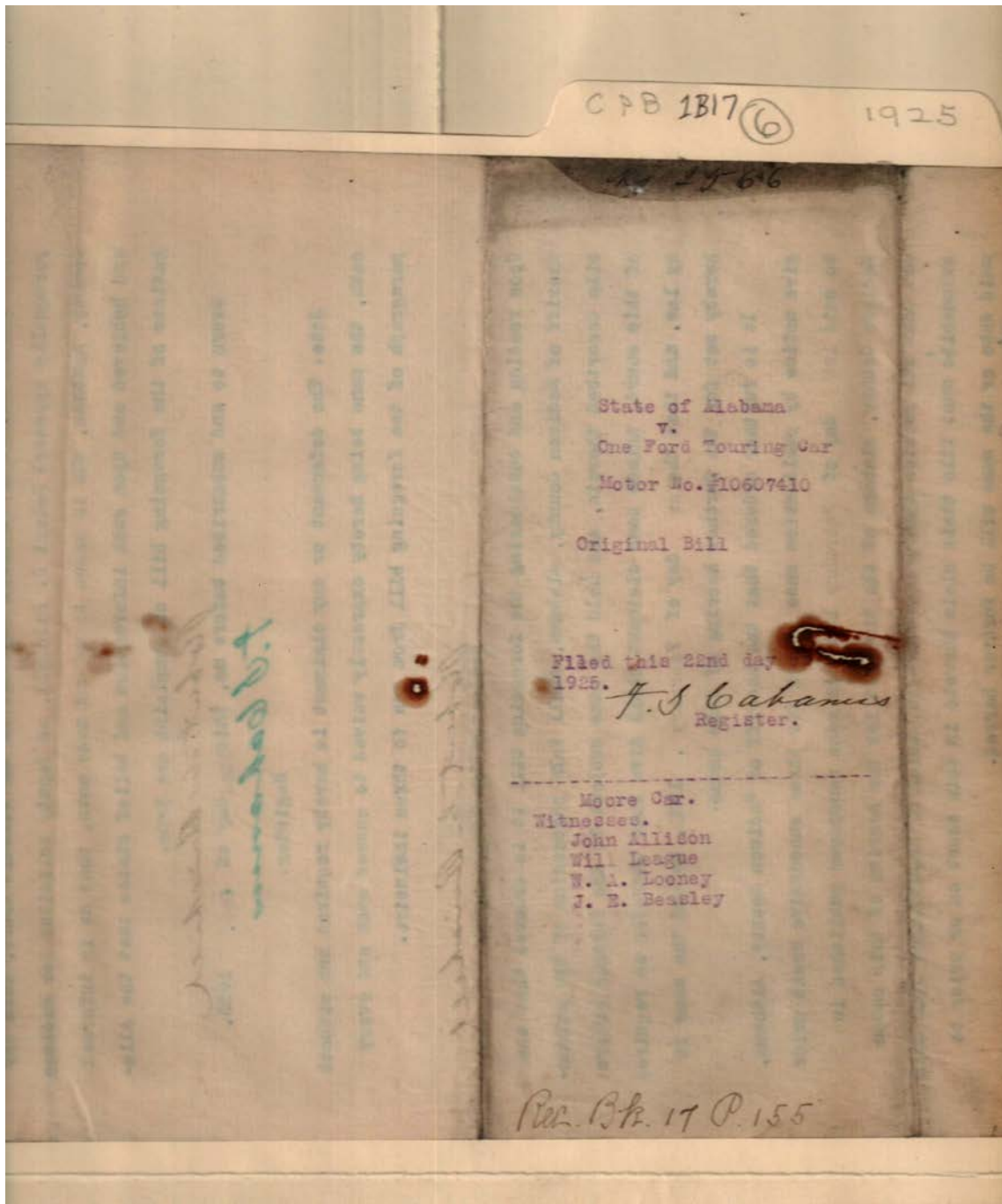
Madison Co., AL

Types:

court costs

Dates:

Jan 10, 1925



Names:

Alabama, State of
Allison, John
Beasley, J. E.

Ford Touring
Automobile
League, Will

Looney, W. A.
Moore,

Places:

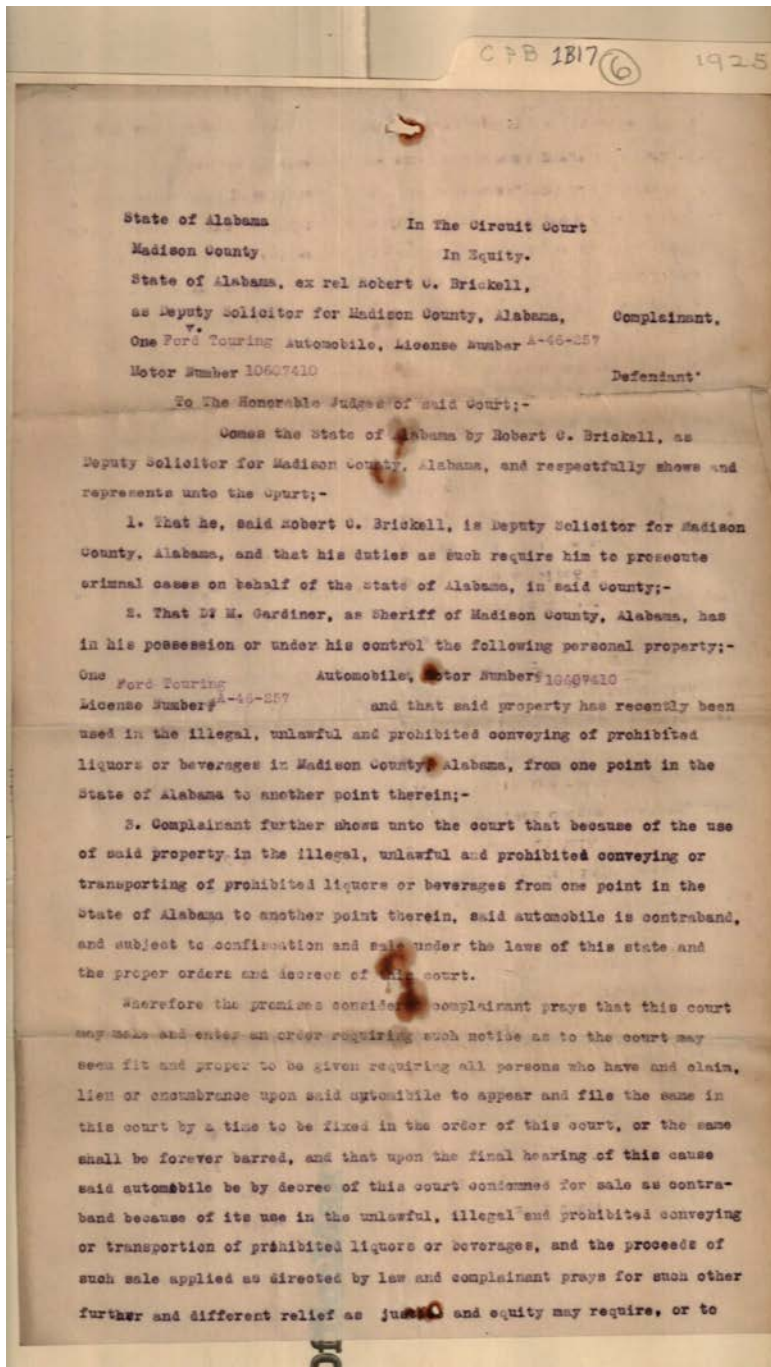
Madison Co., AL

Types:

circuit court in equity

Dates:

Dec 22, 1925



Names:

Alabama, State of
Brickell, Robert C.

Ford Touring
Automobile

Places:

Madison Co., AL

Types:

circuit court in equity

Dates:

Dec 22, 1925

CPB 1B17 (6) 1925

the court may seem meet and proper.

Robert C. Brickell
Solicitor for Complainant.

State of Alabama
Madison County.

Before me, F. S. Cabanis, Register of the Circuit Court, this day personally appeared Robert C. Brickell, as Deputy Solicitor for Madison County, Alabama, who is known to me and made oath, that he is informed and believes and upon such information and belief states that the allegations of the foregoing bill of complaint are true.

Robert C. Brickell
Sworn to and subscribed before me, this 22nd day of Dec. 1925.
F. S. Cabanis
Register.

Note. The defendant or any claimant is hereby required but without oath, the same being hereby expressly waived to answer each and every paragraph of the foregoing bill from one to three inclusive.

Robert C. Brickell
Solicitor for Complainant.

Upon reading and considering the foregoing bill it is ordered that the Sheriff of Madison County, Alabama, shall take possession of the automobile described therein, and hold the same subject to the further orders of this court, unless some claimant shall give bond therefor as required by law, and that the 1st day of February, 1926, be and the same is hereby set for the further hearing of this cause.

It is further ordered that the sheriff of Madison County, Alabama, give notice by publication once a week for three successive weeks prior to said 1st day of February 1926 in some newspaper published in Madison County, Alabama of the time set for the hearing of this cause and that all parties having any claim to, lien or encumbrance upon said automobile must file their claim thereto in this court on or prior to said date or the same will be forever barred.

This 4th day of January, 1926.
James E. Horton
Circuit Judge.

Names:

Brickell, Robert C.

Places:

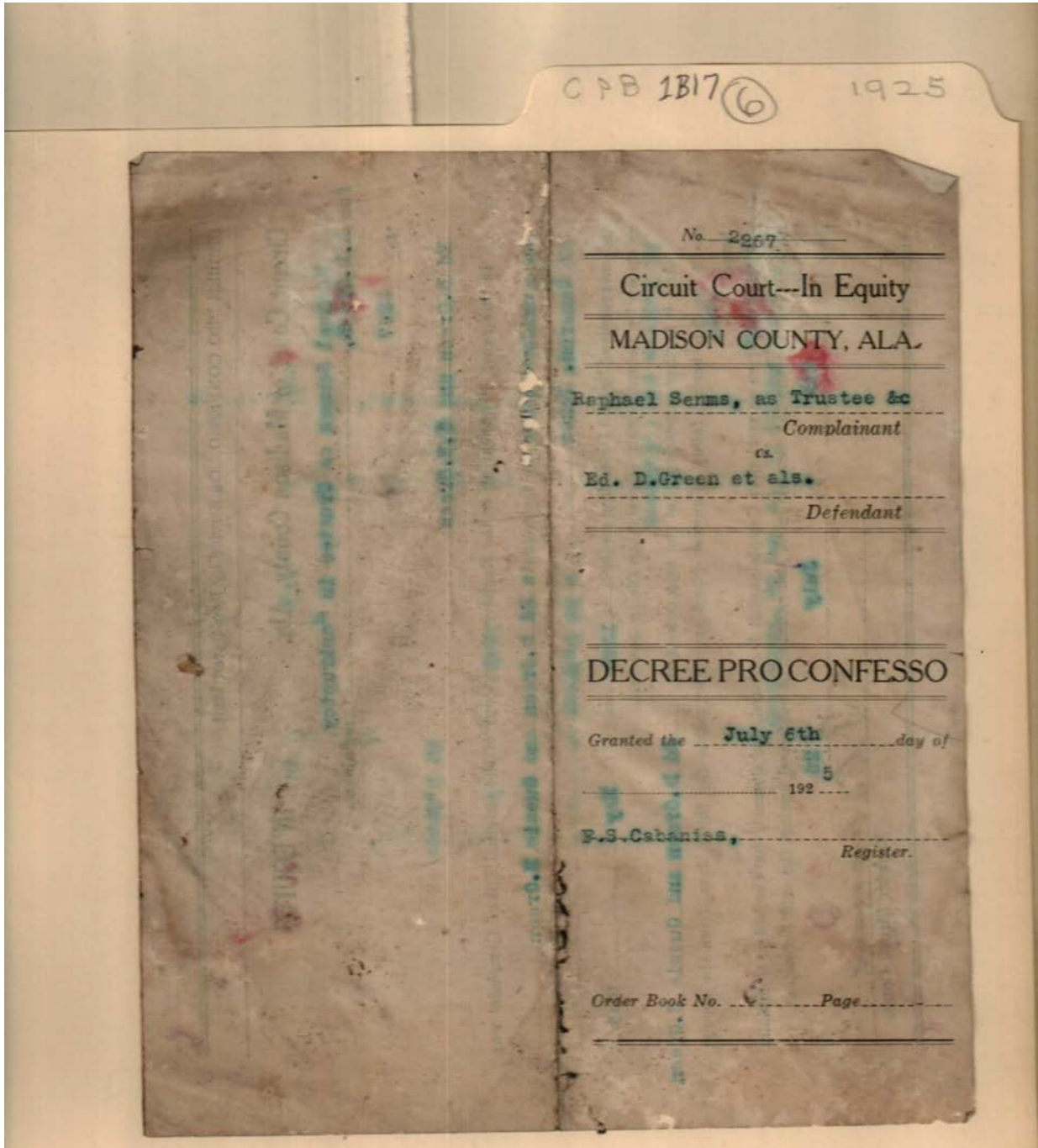
Madison Co., AL

Types:

circuit court in equity

Dates:

Dec 22, 1925



Names:

Green, Ed D.

Semms, Raphael

Places:

Madison Co., AL

Types:

circuit court in equity

Dates:

July 6, 1925

C P B 1B17 (6) 1925

DECREE PRO CONFESSO, On Service by Registered Mail

Circuit Court of Madison County, Ala.

IN EQUITY

Raphael Semmes as Trustee in Bankruptcy
for E.D.Green, ----- Complainant.

No. 2267 ----- VS. -----

Ed D.Green and G.B.Green -----

In this cause, it appearing to the Register that a copy of the Original Bill of Complaint was sent by registered mail to the Defendant Ed D.Green and Gussie B.Green -----
at Cameron, Texas -----

and was received by said Defendant on the 18th day of May ----- 1925
as shown by Return registry Receipt, on file in said cause,

And it further appearing that the said defendant, Ed D.Green and Gussie B.Green
has to the date hereof, failed to answer, plead or demur within the thirty days, from the receipt thereof;

Now therefore on motion of Complainant it is ordered, and decreed that the bill of Complaint in this cause, be and the same is in all things taken as confessed against the said defendant.

Done this 6th day of July 1925

F. J. Cabaniss

Register Circuit Court.

Names:

Green, Ed D.

Green, G. B.

Semms, Raphael

Places:

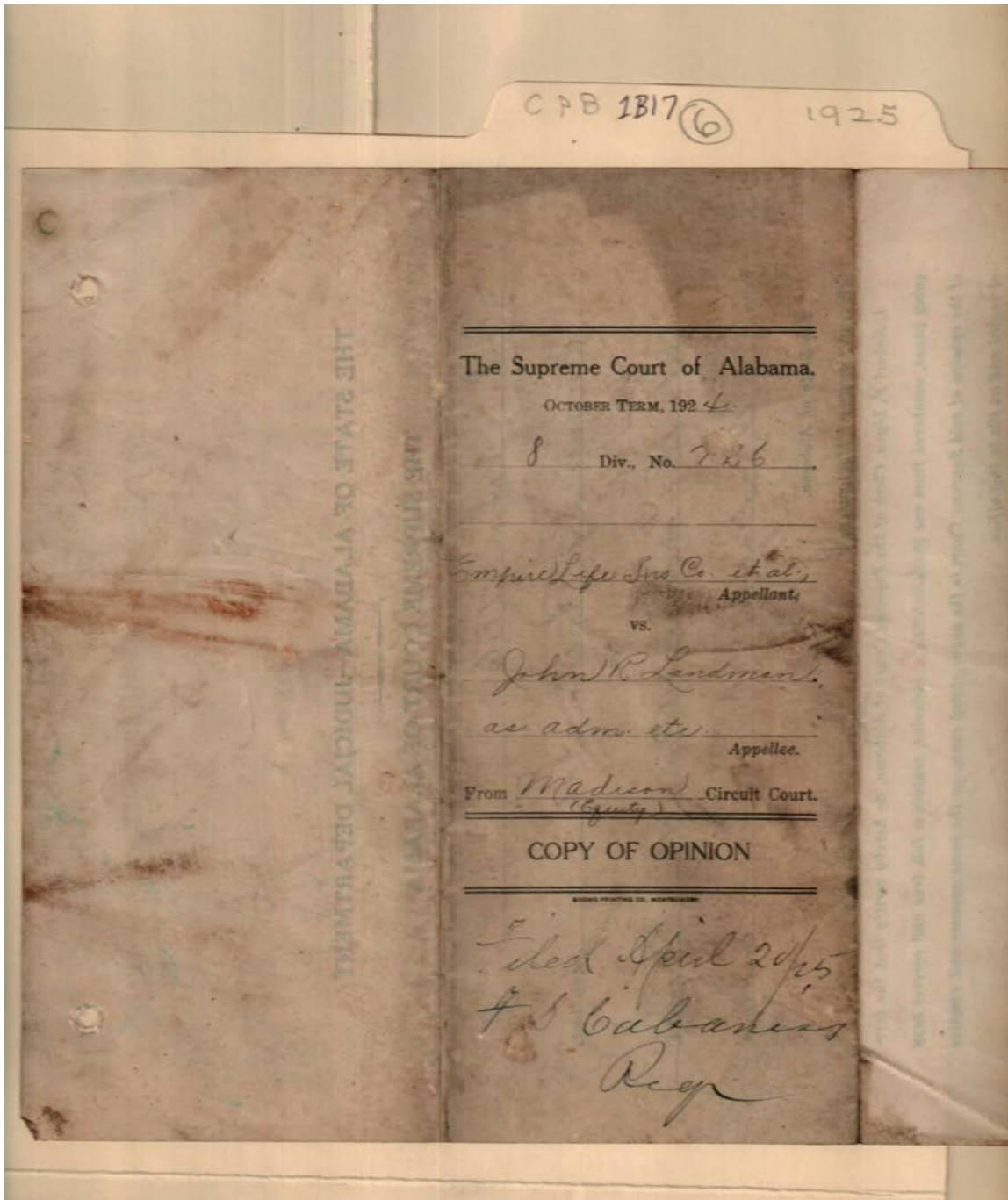
Madison Co., AL

Types:

circuit court in equity

Dates:

July 6, 1925



Names:

Empire Life
Insurance Co.

Landman, John R.

Types:

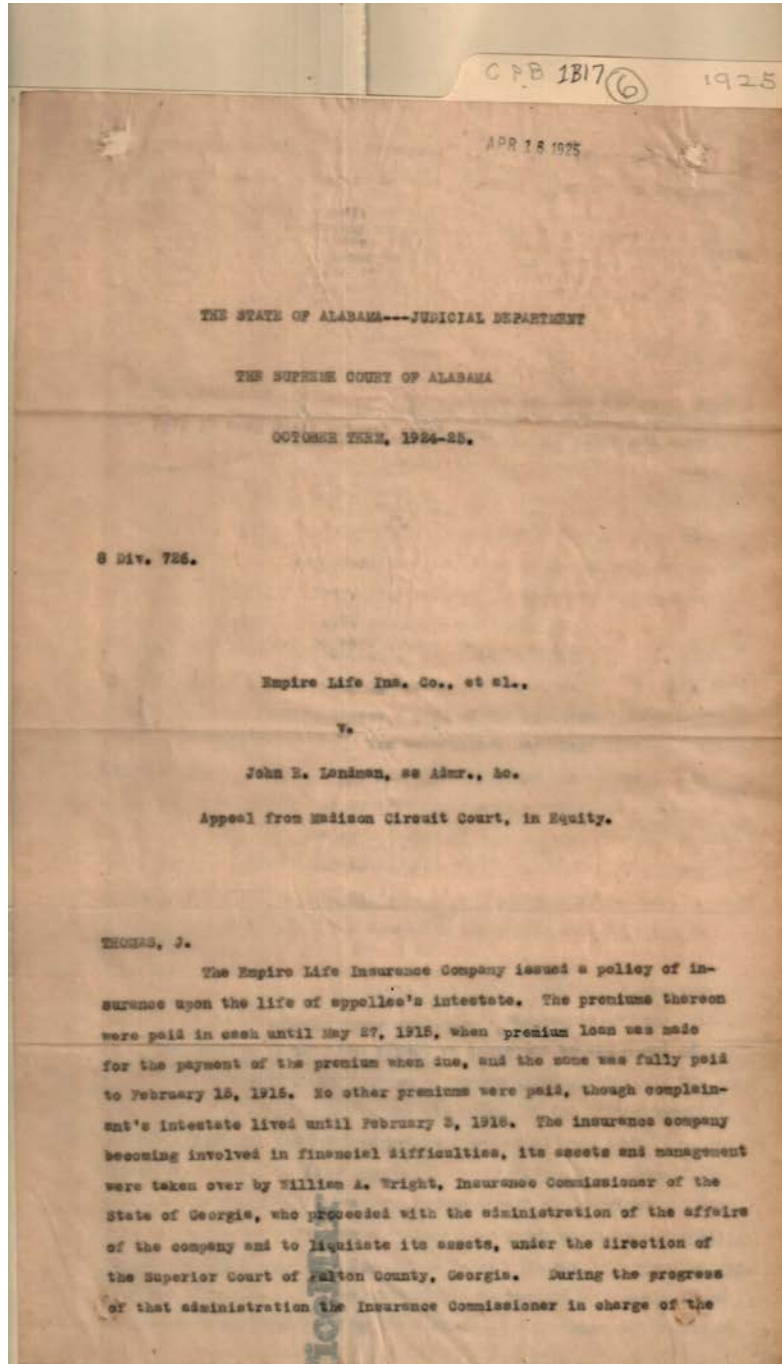
supreme court of
Alabama

Dates:

Apr 20, 1925

Frances Cabaniss Roberts Collection: Series 1, Subseries B, Box 17, Folder 6
Legal and court documents, 1925

Image 92 r01b17-06-000-0092 [Contents](#) [Index](#) [About](#)



Names:

Empire Life
Insurance Co.

Landman, John R.
Thomas, J.

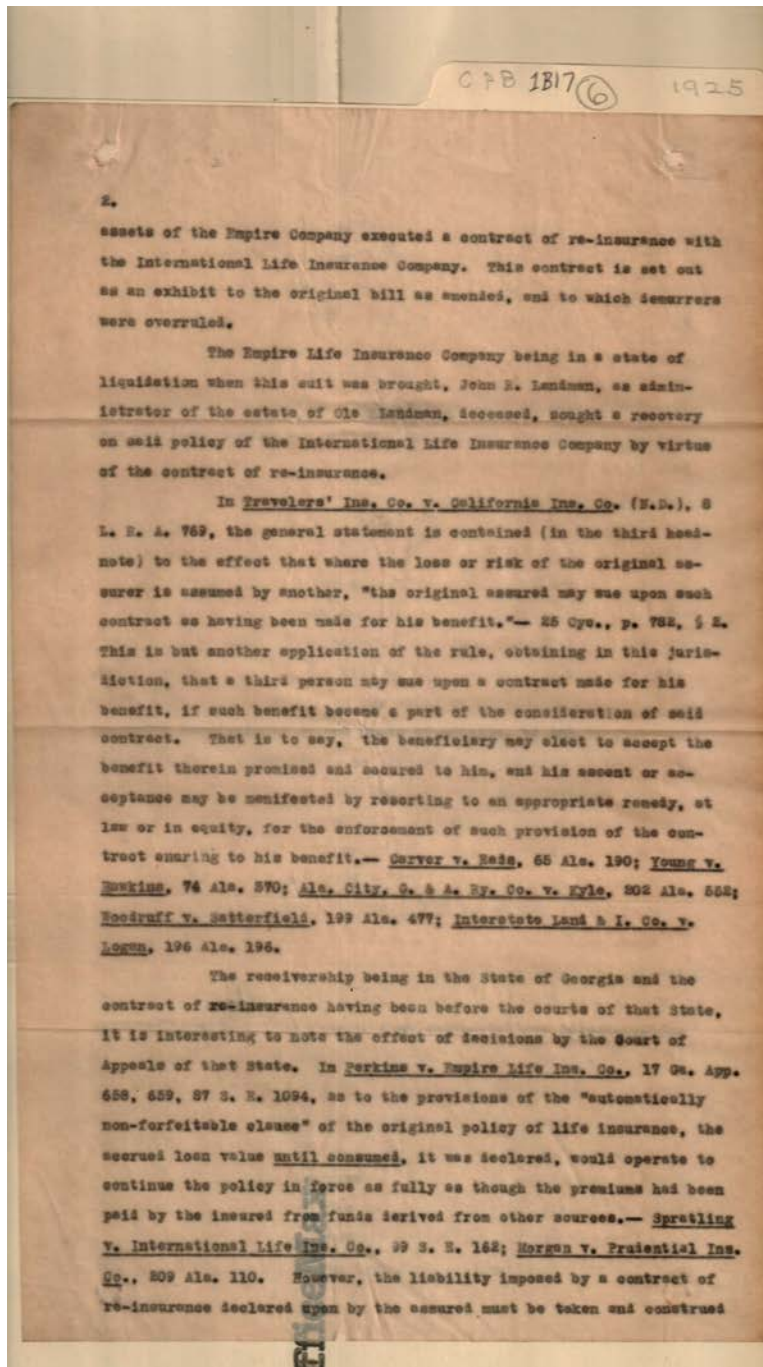
Wright, William A.

Types:

supreme court of
Alabama

Dates:

Apr 16, 1925



Names:

Empire Life
Insurance Co.

International Life
Insurance Co.

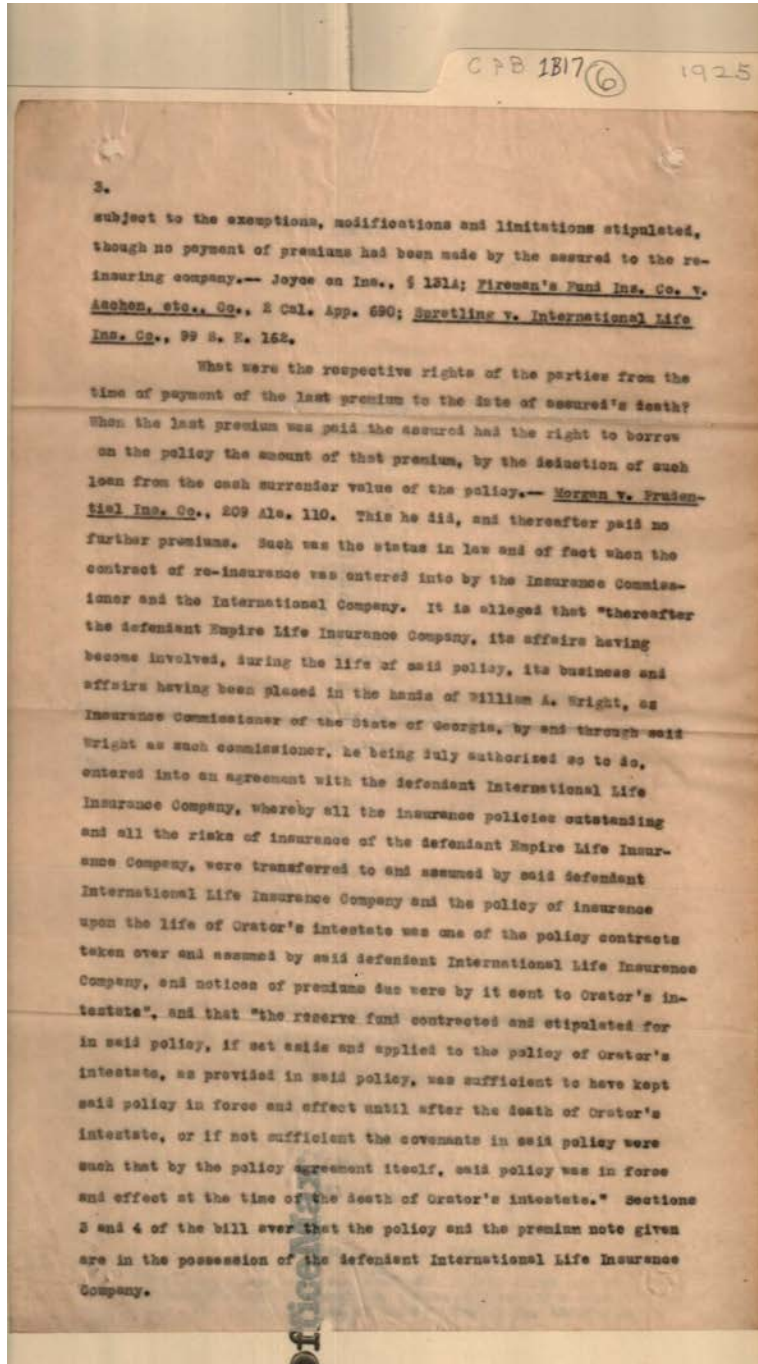
Landman, John R.
Landman, Ola

Types:

supreme court of
Alabama

Dates:

Apr 16, 1925



Names:

Empire Life
Insurance Co.

International Life
Insurance Co.

Types:

supreme court of
Alabama

Dates:

Apr 16, 1925

CPB 1817 (6) 1925

4.

In response to grounds of demurrer the bill as amended exhibits the contract of re-insurance, prefacing the same by the avowment of fact "that at the time said contract was entered into the policy of insurance of Orator's intestate above referred to was an outstanding policy of life insurance of the Defendant Empire Life Insurance Company as provided in section 1 of said contract and was one of the policy contracts so assumed by Defendant International Life Insurance Company, and said policy was in force and effect at the time of the death of Orator's intestate." And Section 1 of that contract is as follows:

"The International hereby assumes and re-insures all of the outstanding policies or contracts of life insurance of the Empire and agrees, subject to the exceptions, modifications and limitations hereinafter stated, to carry out the terms and conditions thereof and to pay all liability arising thereon as fully and completely as the Empire would have been bound to do but for this contract. The International assumes no liability whatever except on the outstanding policies or contracts of life insurance of the Empire as limited and modified herein."

It is further stipulated that the reserve value of the policies shall be ascertained by an actuary and as provided for. The true intent of the contracting parties is declared as establishing "the foregoing described basis as a basis of reserves and net premiums on which policies of the Empire shall be valued in any audit or valuation contemplated under this contract and to establish such reserve basis as the basis of surrender values of such policies of the said Empire re-insured hereunder by the International as provided by their terms for a surrender value in cash or valuable consideration greater than provided by the above basis of valuation, less the surrender charges hereinafter provided, and the foregoing basis is by the execution of this contract established and made conclusive upon policyholders of the Empire except that in no instance shall the values originally provided be hereby increased. The reserve value on every policy shall be ascertained, which reserve, together with future net premiums, shall be sufficient to purchase all the benefits guaranteed by such policies on the basis described above. The reserve for disability benefits, if any, shall be valued on Millers' Tables of Total Disability Benefits."

It is further stipulated as follows:

"Cash loans and cash surrender values shall not be available to the policyholders of the Empire for a period of one year from the date of this contract, nor thereafter

Names:

Empire Life
Insurance Co.

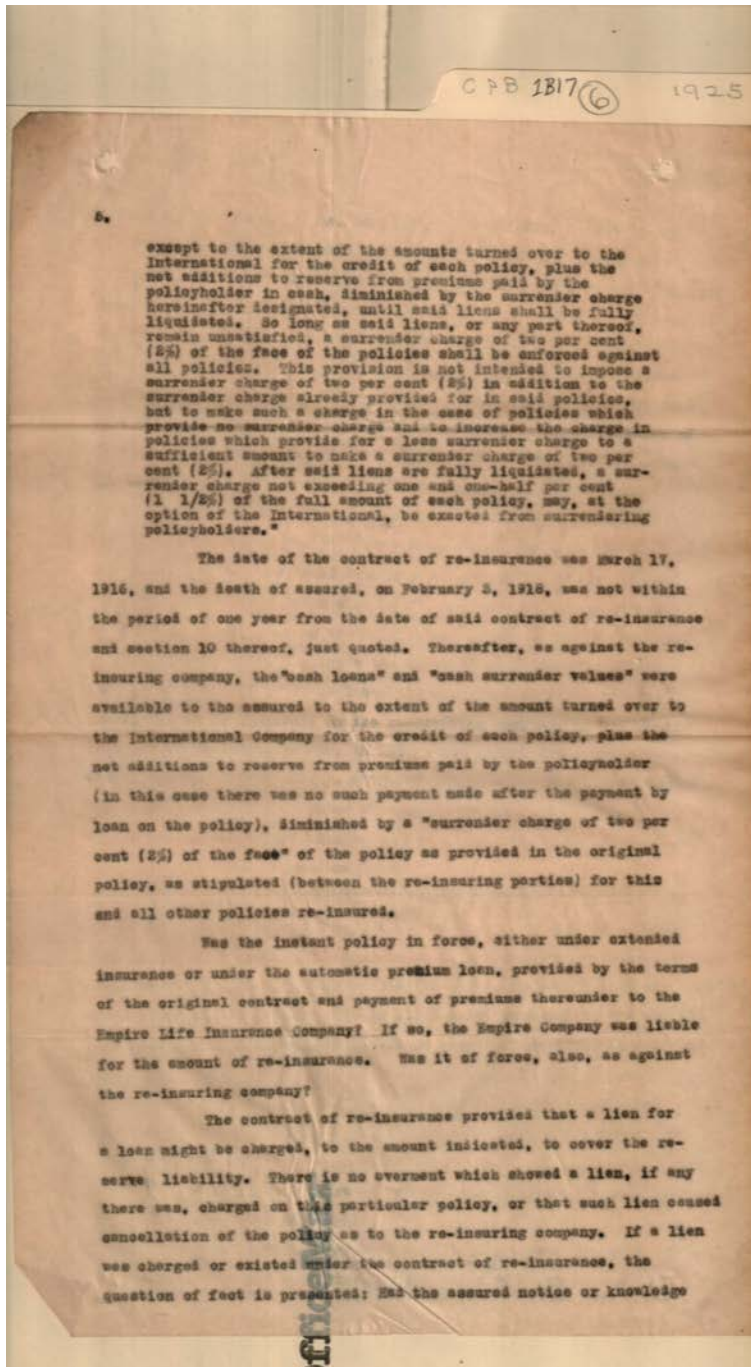
International Life
Insurance Co.

Types:

supreme court of
Alabama

Dates:

Apr 16, 1925



Names:

Empire Life
Insurance Co.

Types:

supreme court of
Alabama

Dates:

Apr 16, 1925

C & B 1817 (6) 1925

6.

whereof, and, if so, did he, expressly or impliedly, assent to this charge? Thus we are brought to the inquiry: Had the Empire Life Insurance Company, or its representative in the contract, the authority to make such a contract with another company, without the knowledge or consent of assured, which abrogated the rights of the policyholder as against the liability of the Empire Company? To this we answer in the negative, since under the original contract it is not averred that the policyholder did any act that amounted to a ratification of or agreement to the contract of re-insurance -- which vitally changed the terms of his contract with the original insuring company.

On the other hand, the Insurance Commissioner liquidating the affairs of the Empire Life Insurance Company had the right of contract with the International Company, and, under the re-insurance contract exhibited, to make changes in the terms of the original policies as merely binding the contracting parties. Where, as here, the beneficiary by suit accepts the contract of re-insurance made for his benefit, it is to be liberally construed in favor of the assured, and it is incumbent on the re-insuring company, by its pleadings and as a defensive matter, to set up its calculations and allowances, on the instant policy, which established the fact that assured had forfeited his rights under the policy and that, as to it, the policy had lapsed before assured's death, or that it was not embraced within the contract of re-insurance.

It may be inquired: If the policy involved in this case was not one of the outstanding policies assumed by the International Company and as to which it agreed to carry out the terms and conditions stipulated, consistent with its contract of re-insurance, then why were the policy and the premium note in its averred possession, and why did said re-insuring company send notice of premium thereafter to assured? Do not all these averred facts of the International Life Insurance Company show that it regarded the policy as one assumed by it and the terms and conditions of which it was bound to fulfill under its contract of re-insurance?

The Supreme Court of Indiana, in Federal Life Ins. Co. v. Arnold, 90 N. E. 438, 439, said:

"The third paragraph of appellant's answer set up a stipulation in the contract of insurance entered into between the two companies, by the terms of which it was provided that any policy of the Model Insurance Company,

Names:

Empire Life
Insurance Co.

Types:

supreme court of
Alabama

Dates:

Apr 16, 1925

CPB 1B17(6) 1925

7.

re-insured by the Federal, on which premiums were not paid when due, or within 30 days thereafter, should become ipso facto null and void, and all premiums and assessments theretofore paid forfeited to appellant. The rights of the assured, Alfred E. Arnold, to insure for 5 years, and 602 days, under and by virtue of his policy issued to him by the Hotel Insurance Company, Inc., when this contract of reinsurance was entered into between the two companies, become fixed, and the Hotel Company had the funds presumably in its hands to meet its liability under this contract. [Italics supplied]. These funds the Federal Life took into its possession under the contract of insurance, and, while holding these funds, it will not be heard to say that it is not liable to answer the demand the fund was created to meet, and any inconsistency between the terms of its contract with the Hotel and the contract of the Hotel under the policy, with the assured, is not binding upon the assured" — unless, we say all, assent thereto be averred and shown.

In the case at bar the policy upon the life of appellee's intestate had, by reason of the "automatically non-forfeitable clause", sufficient time to run to cover the period to the death of appellee's intestate, as is the policy in the Arnold Case, supra, as effecting Empire Life Insurance Company.

What are the facts defeating or affecting the re-insurance contract? If such there were, they should have been pleaded by defendant International Life Insurance Company. The allegations of the bill are sufficient to provoke a trial on the facts — to call for a statement of the account, for the purpose of determining the amount of the reserve fund which should be credited to the policy of appellee's intestate and the re-insurance feature thereof asserted to by the suit against the re-insurer, that it may be determined if such reserve was sufficient to have maintained the policy as a liability according to its terms and those of the re-insurance. Such is the state of the policy, even if on final hearing it should be determined that such liability does not exist by reason of the "automatically non-forfeitable clause" of the policy set forth in the exhibit and the terms of the re-insurance contract.— Jordan v. Franklin Life Ins. Co., 106 Fed. 238.

The demurrer admits the allegations of the bill to be true, and its only office is to test the sufficiency of the averments of the bill to state a case against defendants, not to negative defenses which the defendants are supposed or required to rely upon under the re-insurance contract, to which appellee's intestate was not a party, but which is asserted to by the bringing of this suit.

The decree of the circuit court, in equity, is affirmed.

Affirmed.

Anderson, C. J., Somerville and Boulton, JJ., concur.

Names:

Anderson, C., J.

Empire Life
Insurance Co.

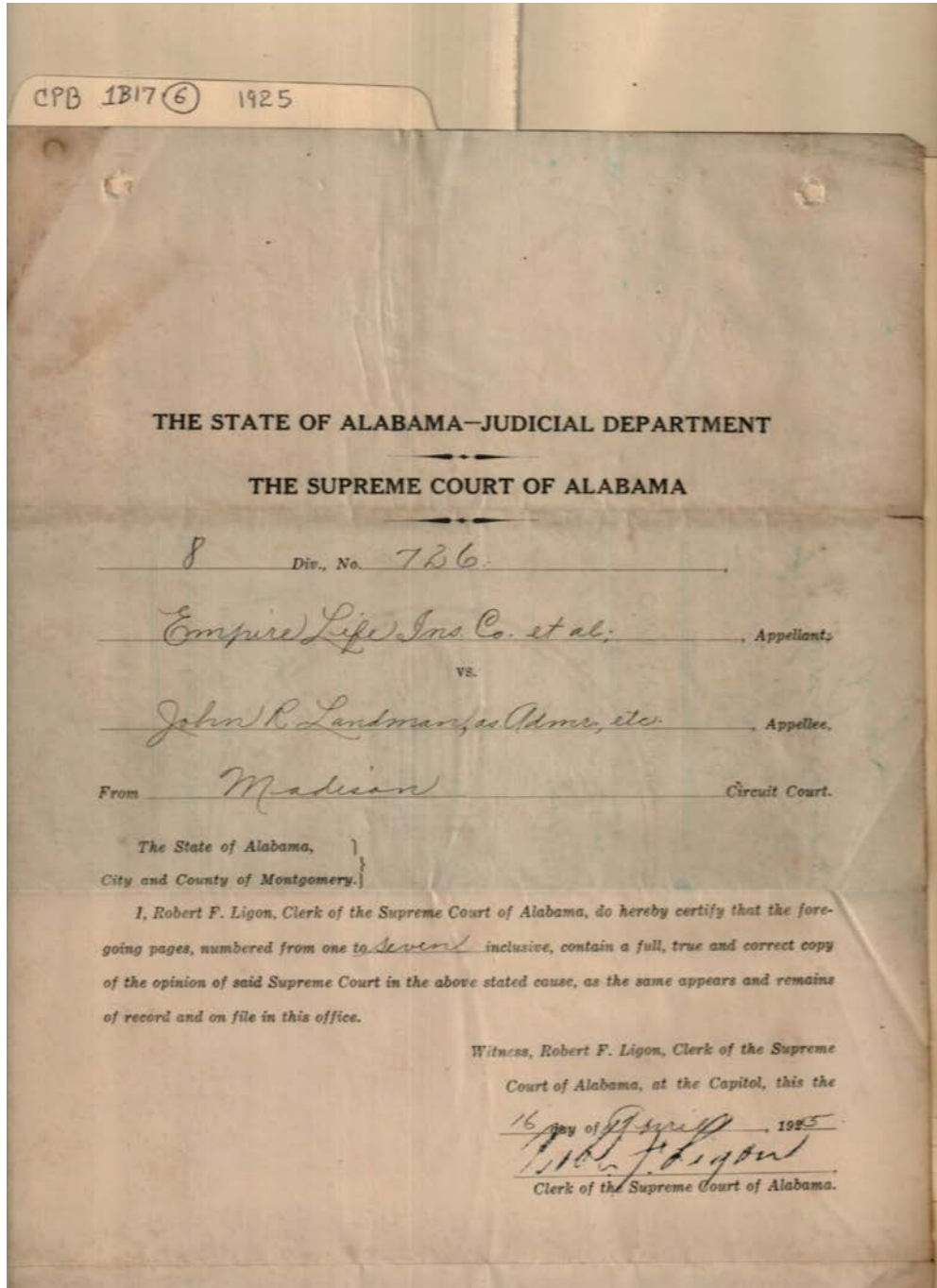
International Life
Insurance Co.

Types:

supreme court of
Alabama

Dates:

Apr 16, 1925



Names:

Empire Life
Insurance Co.

Landman, John R.

Types:

supreme court of
Alabama

Dates:

Apr 16, 1925

CPB 1B17(6) 1925

The State of Alabama, Madison County | Circuit Court of Madison County, IN EQUITY

TO *Miss Viola Taylor*

of the County of Madison, State of Alabama—GREETING:

KNOW YOU, That we, in confidence of your prudence and fidelity, do hereby commission, authorize, and require you to call and cause to come before you at such time and place as you may appoint, *Icey Riggs*

witnesses on the part of the in a cause now pending in Madison County Circuit Court, wherein Complainant and Defendant

and after said witnesses have been duly qualified, examine orally, and their depositions so taken from under your hand and seal send certified to our Circuit Court at the present term thereof, to be read in evidence on the trial of said cause.

Witness, F. S. CABANISS, Register of said Court, at office in Huntsville, this day of, in the year of our Lord one thousand nine hundred and, and of American Independence the year.

Register, Circuit Court

Names:

Riggs, Icey

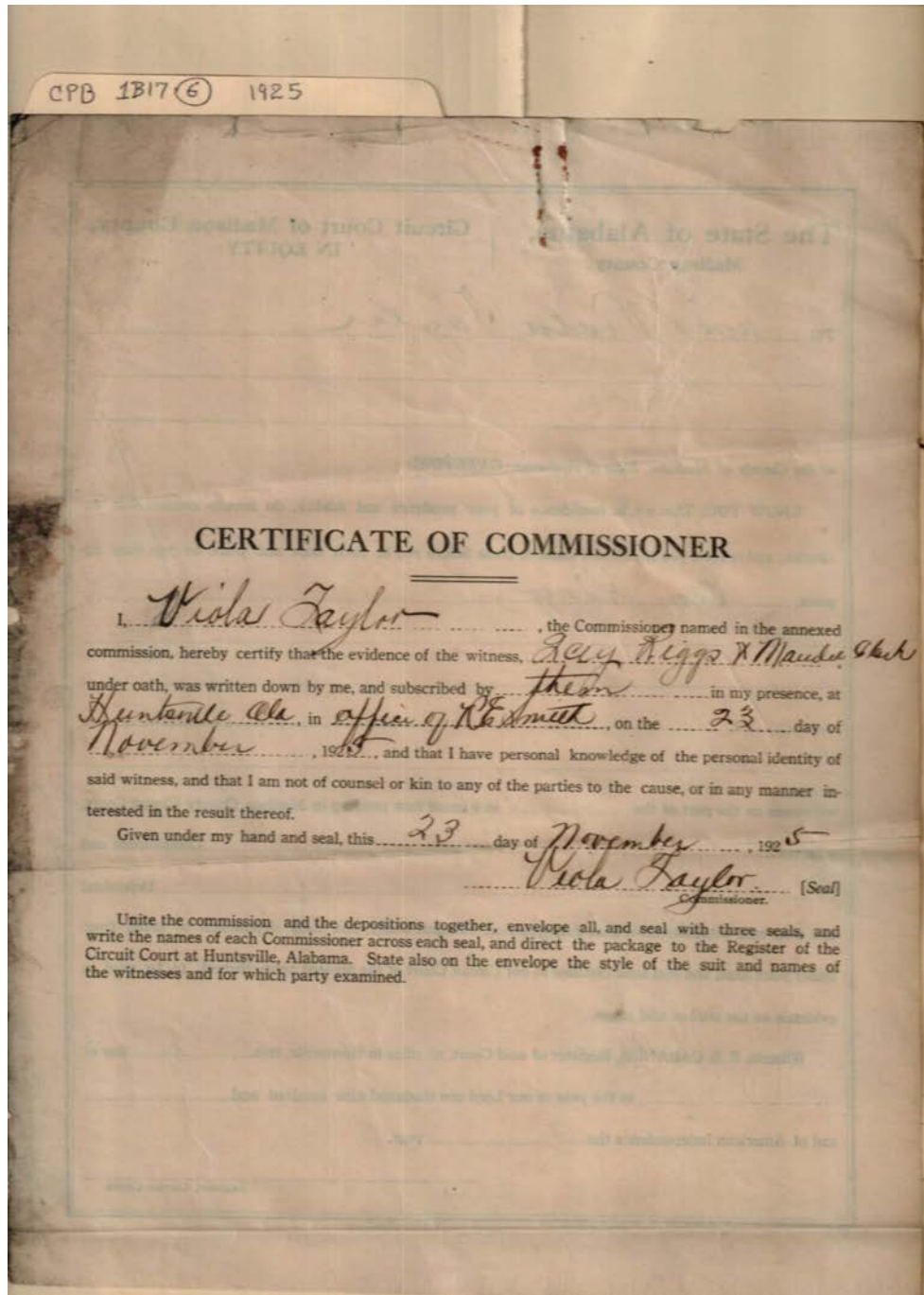
Taylor, Viola

Places:

Madison Co., AL

Types:

circuit court in equity



Names:

Clark, Maudie

Riggs, Icey

Smith, R. E.

Taylor, Viola

Places:

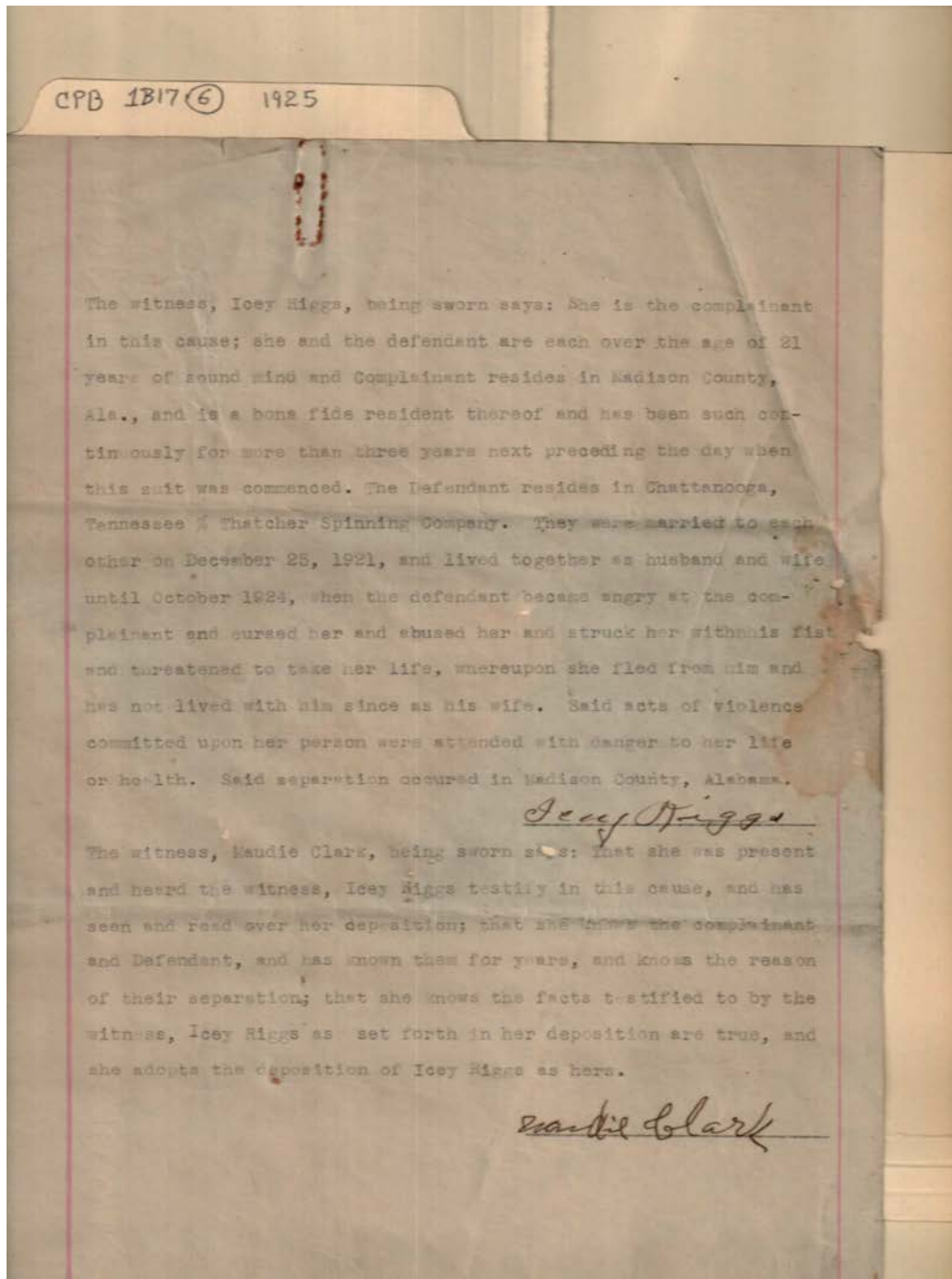
Madison Co., AL

Types:

circuit court in equity

Dates:

Nov 23, 1925



Names:

Clark, Maudie
Riggs, Icey

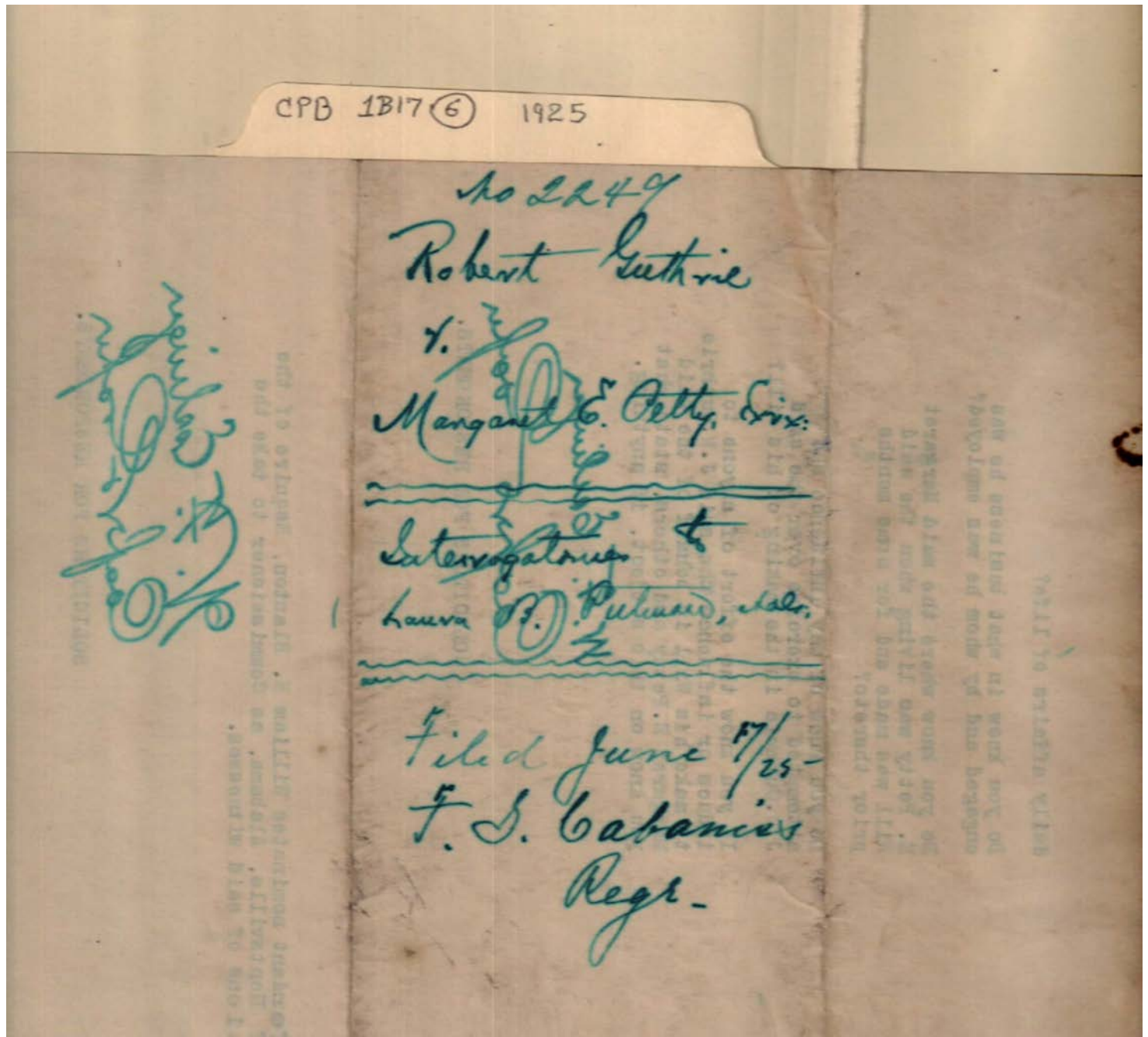
Thatcher Spinning
Co.

Places:

Madison Co., AL

Types:

circuit court in equity



Names:

Guthrie, Robert

Petty, Margaret E.

Places:

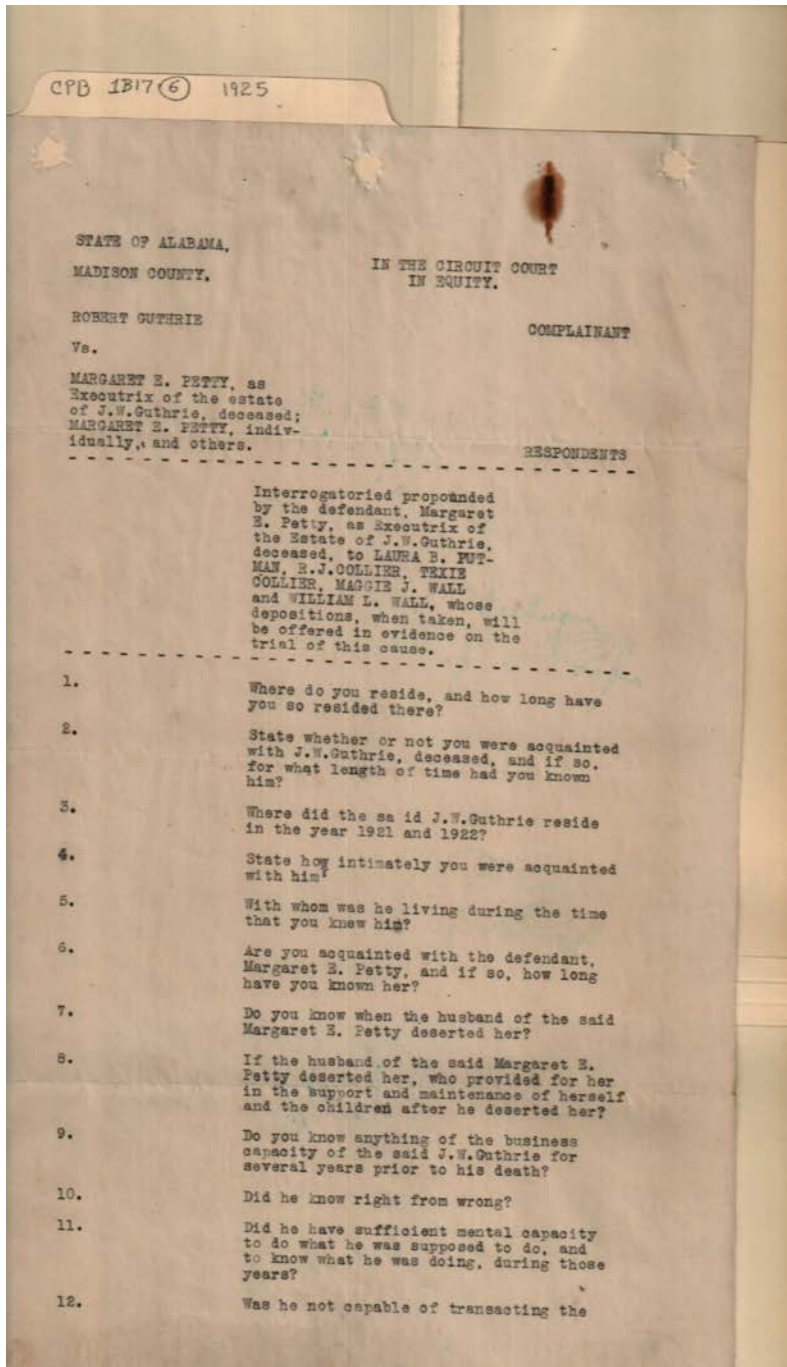
Madison Co., AL

Types:

circuit court in equity

Dates:

June 2, 1925



Names:

Collier, R. J.
Collier, Texie

Guthrie, J. W.
Guthrie, Robert

Petty, Margaret E.
Putman, Laura B.

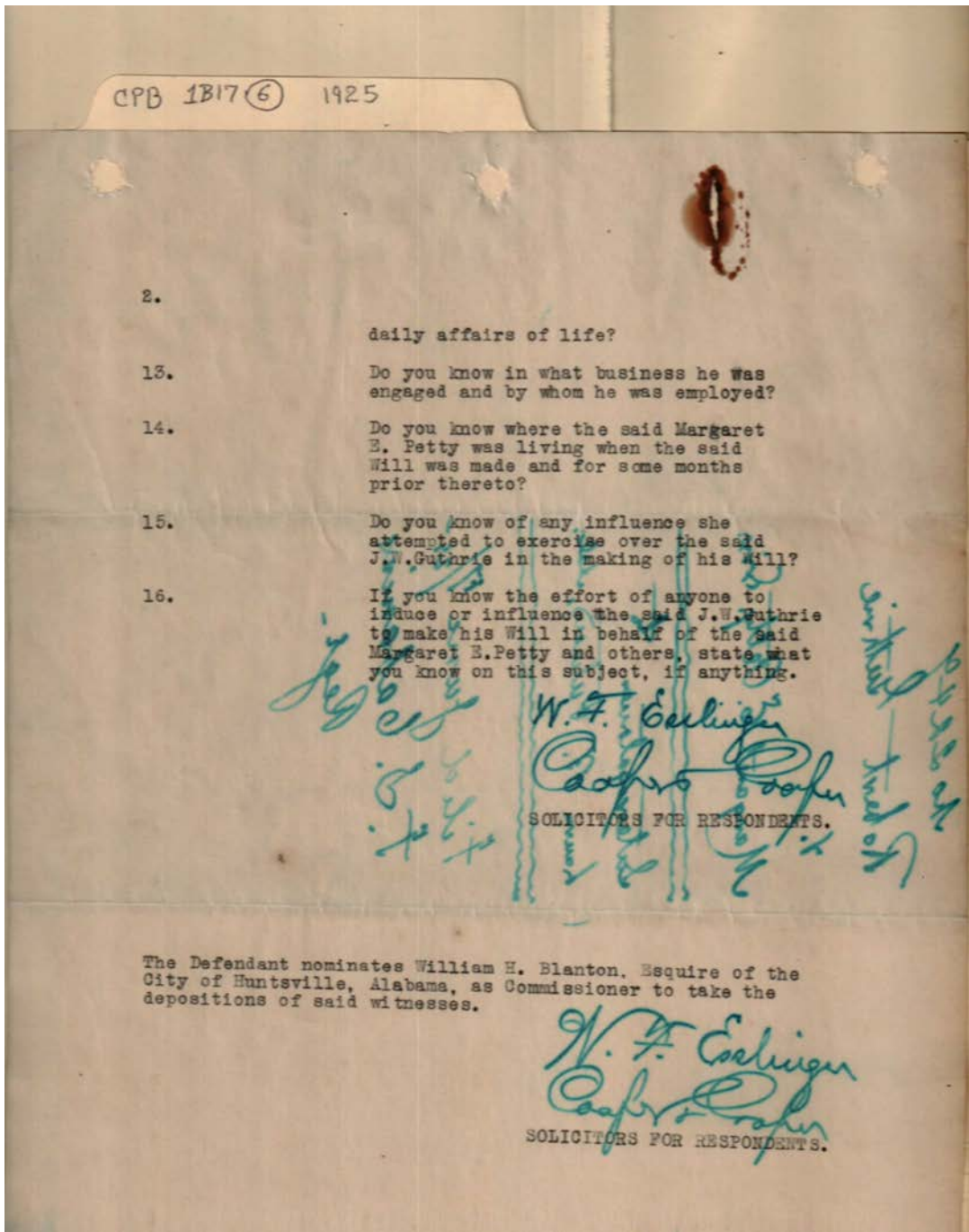
Wall, Maggie J.
Wall, William L.

Places:

Madison Co., AL

Types:

circuit court in equity



Names:

Blanton, William H.
Cooper & Cooper

Esslinger, W. F.
Guthrie, J. W.

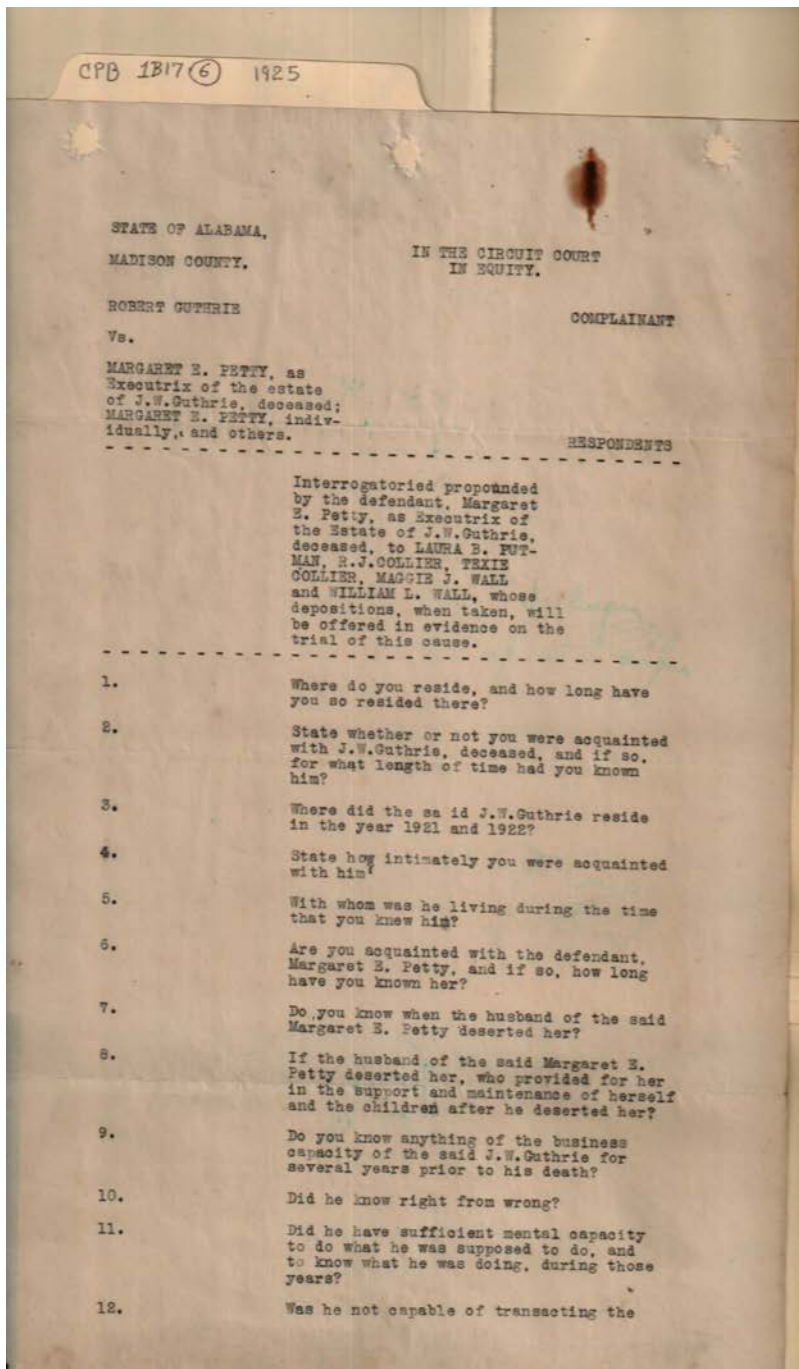
Petty, Margaret E.

Places:

Madison Co., AL

Types:

circuit court in equity



Names:

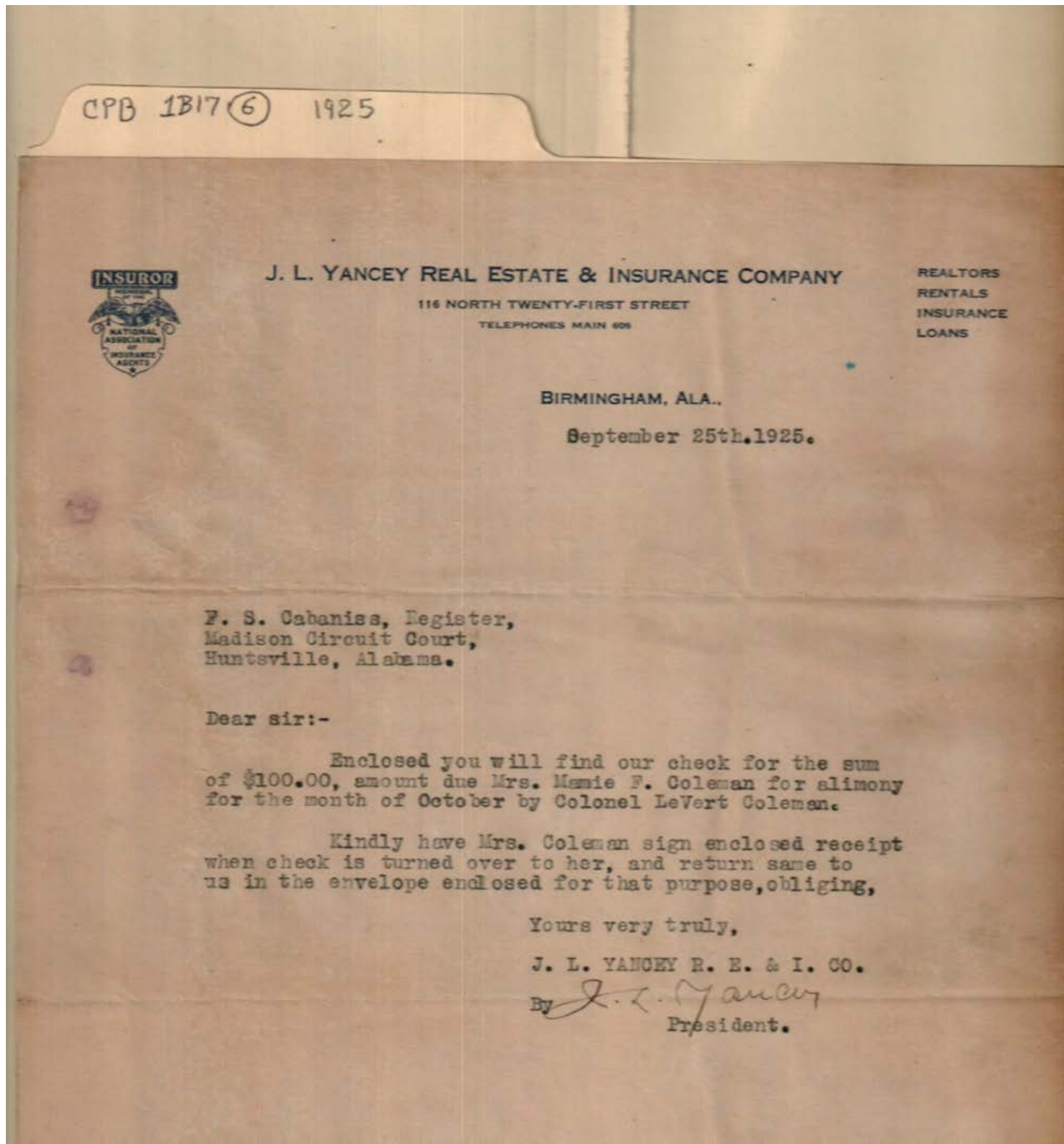
Guthrie, Robert

Places:

Madison Co., AL

Types:

circuit court in equity



Names:

Cabaniss, F. S.
(Register)

Coleman, LeVert,
Col.
Coleman, Mamie F.

Yancey, J. L. Real
Estate & Insurance
Co.

Places:

Birmingham, AL

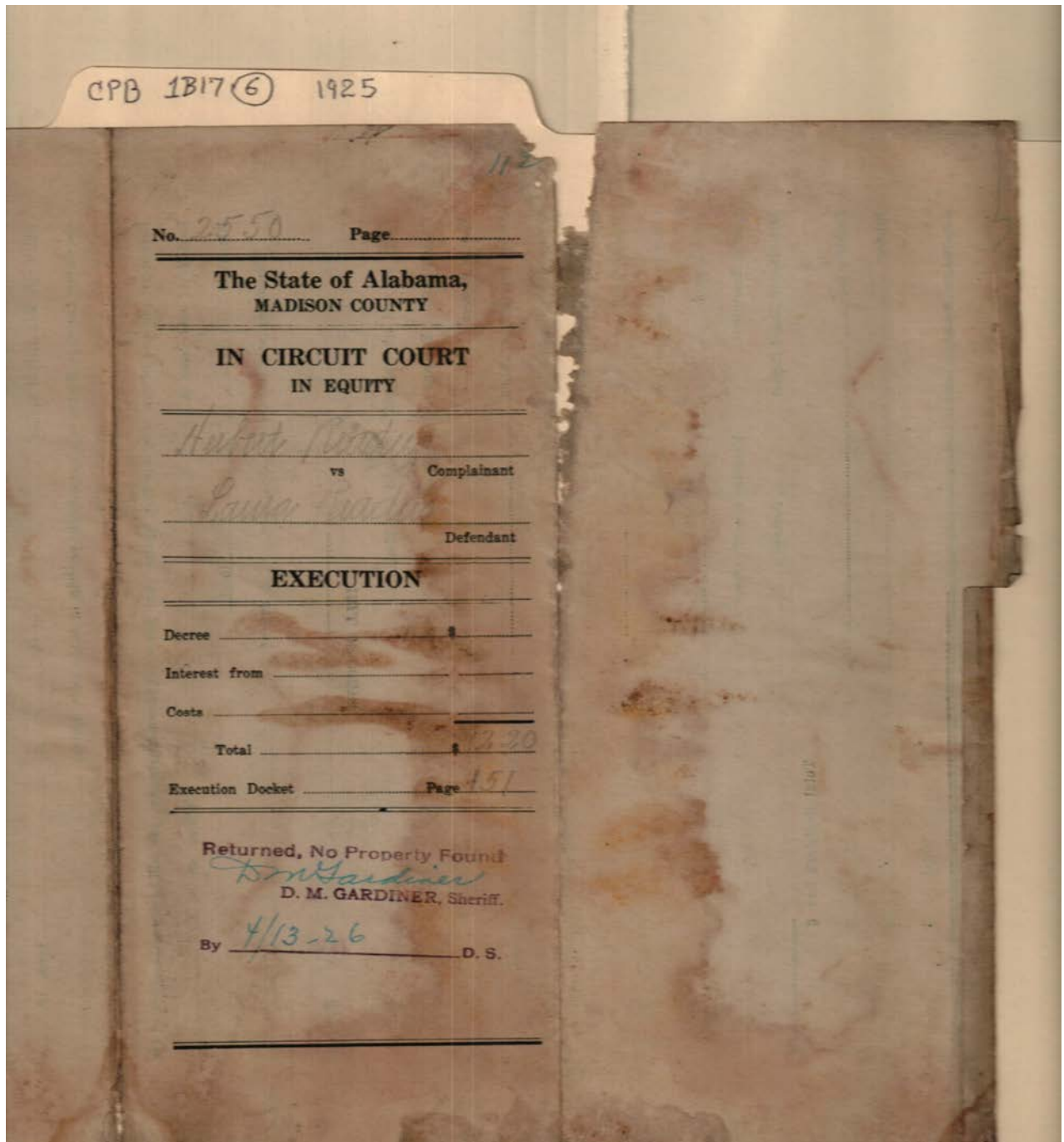
Huntsville, AL

Types:

legal correspondence

Dates:

Sept 25, 1925



Names:

Readus, Herbert

Readus, Laura

Places:

Madison Co., AL

Types:

circuit court in equity

Dates:

Apr 13, 1926

CPB 1B17 (6) 1925

76-2550

EXECUTION

The State of Alabama—Madison County
IN THE CIRCUIT COURT, IN EQUITY

To Any Sheriff of the State of Alabama:
You are hereby commanded, that of the Goods and Chattels, Lands and Tenements of
Laura Readus

you cause to be made the sum of *47.00* Dollars
which sum was decreed against *Herb* at the *July* Term, 19*25*, of
the Circuit Court, in Equity, in a cause lately pending in said Court, wherein *Laura Readus*
vs. Complainant, and *Laura Readus*
Defendant, and said money, with this Writ having your proper endorsement thereon, you will have at the office of the
Register of said Court at *Harveston*, Alabama, on the *10th*
Monday in *Nov*, 19*26*.

Witness my hand this the *23* day of *Nov*, 19*26*.

L. Cabaniss Register.

BILL OF COSTS

Filing Bill and other papers	10	No.	Amt. \$	<i>50</i>
Docket, \$1.00	Entering appearance of Solr.			<i>150</i>
Issuing process				
Decree pro confesso, \$1.00				
Oral testimony orders				<i>50</i>
Examining Commission, &c.				<i>70</i>
Noting testimony				<i>60</i>
Entering decrees and Orders of Court				<i>150</i>
Final Record				<i>150</i>
Issuing Execution	Entering Sheriff's return			<i>100</i>
State Health Board Report	Postage			<i>150</i>
			Total Register's fees \$	<i>920</i>
Sheriff's fee			\$	<i>300</i>
Printer			\$	
			Total	<i>1220</i>

Names:

Readus, Herbert

Readus, Laura

Places:

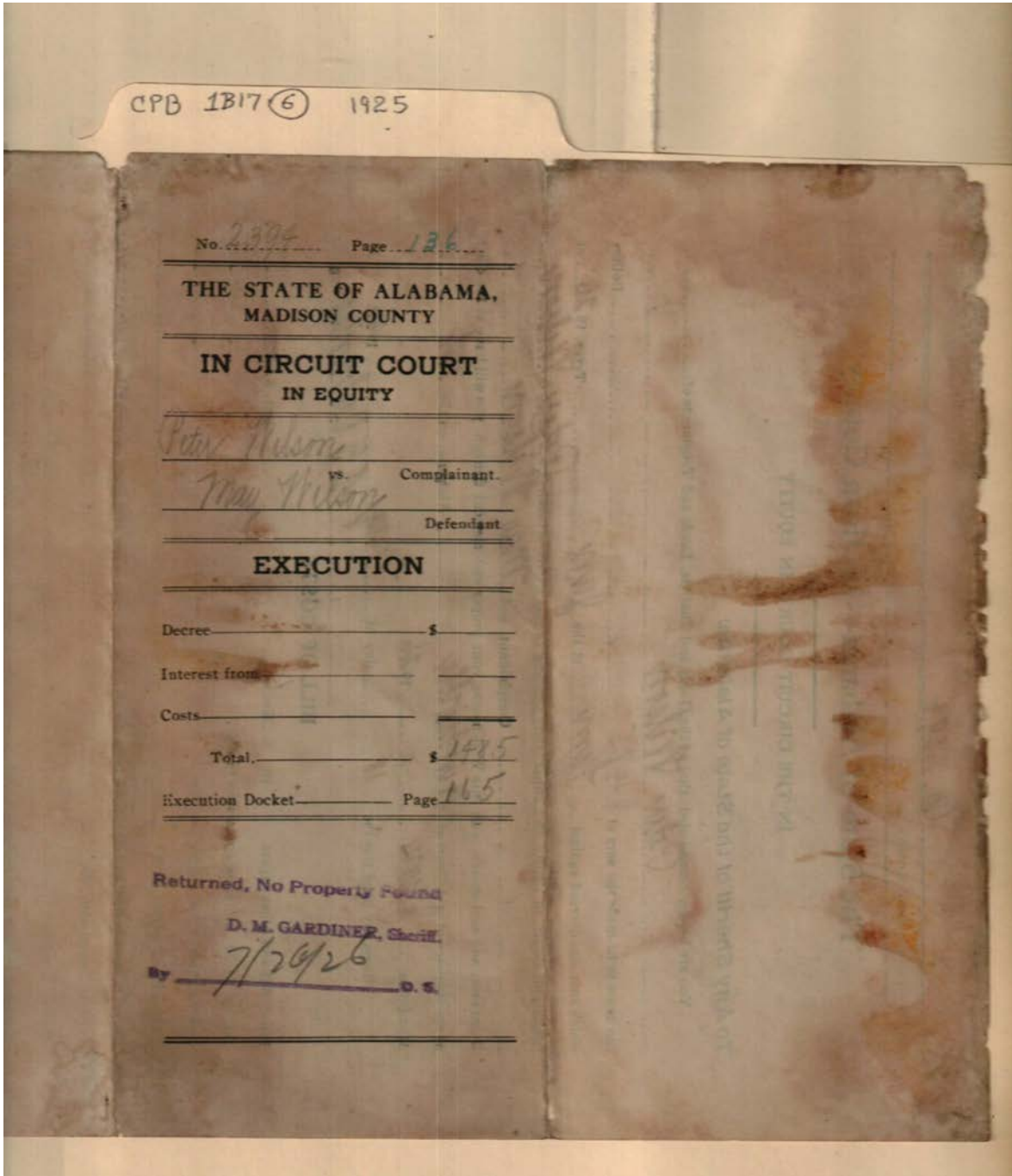
Madison Co., AL

Types:

circuit court in equity

Dates:

Mar 22, 1926



Names:

Wilson, May

Wilson, Peter

Places:

Madison Co., AL

Types:

circuit court in equity

Dates:

Sept 26, 1926

CPB 1817 (6) 1925

No. 2394

EXECUTION—Murray Job Print, Huntsville, Ala.

The State of Alabama---Madison County

IN THE CIRCUIT COURT, IN EQUITY

To Any Sheriff of the State of Alabama:

You are hereby commanded, that of the Goods and Chattels, Lands and Tenements of Peter Wilson

you cause to be made the sum of 314.75 Dollars

which sum was decreed against Summ at the Jan Term, 1925, of

the Circuit Court, in Equity, in a cause lately pending in said Court, wherein Peter Wilson

Complainant, and May Wilson

Defendant, and said money, with this Writ having your proper endorsement thereon, you will have at the office

of the Register of said Court at Huntsville, Alabama, on the 18th

Monday in June, 1926.

Witness my hand this the 18 day of May, 1926.

F. S. Cabaniss Register

BILL OF COSTS

Filing Bill and other papers	.10	No. <u>6</u>	Amt. \$	<u>.60</u>
Docket, \$1.00 Entering appearance of Solr.				<u>1.50</u>
Issuing Process <u>Summ</u>				<u>10.5</u>
Decree Pro Confesso. \$1.00				
Oral Testimony Orders				<u>50</u>
Issuing Commission, &c				<u>70</u>
Noting Testimony				<u>60</u>
Entering Decrees and Orders of Court				<u>1.50</u>
Final Record				<u>1.50</u>
Issuing Execution <u>75</u> Entering Sheriff's Return <u>15</u>				<u>90</u>
State Health Board Report <u>50</u> Postage <u>Dist. copy</u>				<u>1.50</u>
Total Register's Fee \$				<u>103.5</u>
Sheriff's Fee		<u>1.50</u>	\$	<u>1.50</u>
Printer		<u>Inst. tax</u>	\$	<u>3.00</u>
Total			\$	<u>148.5</u>

Names:

Wilson, May

Wilson, Peter

Places:

Madison Co., AL

Types:

court costs

Dates:

May 18, 1926

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Legal and court documents, 1925

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Frances Cabaniss Roberts Collection

Preferred Citation: Frances Cabaniss Roberts Collection, Archives and Special Collections, M. Louis Salmon Library, University of Alabama in Huntsville, Huntsville, AL.

Collection Scope and Content: The Collection of 114 Linear ft. includes a total of 156 Archival Boxes. The Frances Cabaniss Roberts collection covers the historical records of the Cabaniss Roberts family. This collection contains extensive correspondence records of the Cabaniss Roberts family circa 1830 to 1930.

Archives/Special Collections Access Restrictions: None

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