

CROSS EXAMINATION BY B. F. McMILLAN, JR.

- Q. Is \$1500.00 a fair valuation for the land itself?
- A. Yes, sir.
- Q. And improvements?
- A. Yes, sir.
- Q. What is the value of the cattle?
- ∇ A. The cattle is a different proposition to me for I am not familiar with cattle. I don't know the value of that.

RE-DIRECT EXAMINATION BY H. M. HALL

- Q. Mr. Perkins, how long have you known this Titus place?
- A. Probably thirty or thirty-five years. I sold it to this man's father.
- Q. Describe that land -- just the general nature of the land.
- A. For farming purposes it is of very little value. Very little of it is cultivatable. It has what is known as a slough running down one side of it -- it is what we call "craw-fish" land -- of very little value for farming, but good grazing land.
- Q. About how much of it could be cultivated?
- A. I don't suppose over twelve acres, if that much.
- Q. And the balance you might say is worthless except for grazing purposes?
- A. Yes, sir.

DEPOSITION OF J. H. TITUS
Witness for Respondents.
 EXAMINATION BY H. M. HALL
 SOLICITOR FOR THE RESPONDENTS

- Q. This is J. H. Titus?
- A. Yes, sir.
- Q. You live here in Fairhope, Mr. Titus?
- A. Yes, sir.
- Q. You are acquainted with Dr. Claude G. Godard?
- A. Yes, sir.
- Q. And also with Mr. E. C. Wolcott?
- A. Yes, sir.
- Q. Mr. Titus, did you at one time own a farm described as the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 21, T. 6 S. R. 2 E., near Fairhope?
- A. It was left me by my father.
- Q. You inherited it -- it belonged to you?
- A. Yes, sir.
- Q. Did you own that place on August 15, 1934?
- A. Yes, sir.
- Q. At that time did you do anything with it?
- A. It was sold.
- Q. To whom did you sell it?
- A. To Dr. Godard.
- Q. Is that the deed from you to Dr. Godard? (Hands him the deed.)
- A. Yes, sir.
- Q. When was this deed executed, Mr. Titus?
- A. August 15, 1934.
- Q. On the date it bears date?
- A. Yes, sir.
- Q. When was it delivered, Mr. Titus?
- A. Right at that time.
- Q. What was the consideration for this conveyance?
- A. \$1800.00.
- Q. How much of that, if any, was paid in actual cash?
- A. \$250.00.
- Q. At the time of the signing and delivery of the deed?
- A. Yes, sir.

Q. How was the balance paid or secured?

A. There were five notes that I owed Dr. Godard which amounted to \$1000.00.

Q. Were you given credit for those notes -- were those notes marked paid?

A. They were given back to me.

Q. What did you do with them?

A. I don't know -- destroyed them, I suppose.

Q. But the account due on those notes was paid?

A. Yes, sir.

Q. The balance of the purchase price -- how was it paid, Mr. Titus?

A. It amounted to a doctor bill I owed Dr. Godard.

Q. How much?

A. \$50.00.

Q. Was that account due and unpaid?

A. Yes, sir.

Q. Was that account marked paid?

A. Yes, sir.

Q. That leaves \$500.00. How was that taken care of?

A. I owed a note to Mr. Alexander for \$500.00, and I explained to Doc that that note was secured by the cattle.

Q. Were those cattle securing that note the cattle included in this conveyance?

A. Yes, sir.

Q. He assumed that \$500.00 note?

A. He agreed to take care of it.

Q. Did you at that time advise Mr. Alexander that this had been done?

A. Yes, sir.

Q. Do you know whether or not that note has been paid?

A. There is some balance due on it.

Q. But Dr. Godard is paying it?

✓A. Yes, sir.

Q. At the time of this conveyance of you to Dr. Godard, were any rights reserved to repurchase this property?

A. No, sir.

Q. Mr. Titus, at the time of the conveyance, how long had you known this property?

A. Twenty years.

Q. Did you know at that time or did you make inquiry and determine what was a fair and reasonable market value for that land?

A. Well, no -- just what I would consider it worth.

Q. What did you consider it worth?

A. Just what it was turned over as -- the \$1800.00.

Q. Was that the land, or the land and the cattle?

A. It included it all.

Q. You sold out, lock, stock, and barrel?

A. Yes, sir.

Q. At that time what was the condition of these cattle, Mr. Titus?

A. They were in pretty fair condition.

Q. Were those registered, or just a common herd of cattle?

A. At that time I was trying to build up a registered herd.

Q. How many registered cattle, if you know, did you have?

A. I don't know -- six or seven.

Q. What was the average amount of milk the cattle gave?

A. I don't know -- we just took what they gave.

Q. These farming tools -- were they new or old?

A. They were all bought second-hand.

Q. Were they of very material value?

A. No great value.

Q. You mentioned some work stock. What was that, Mr. Titus?

A. I think at that time there were two horses and a mule.

The mule was about played out, and it was an ordinary team of horses.

Q. What was a fair price for those horses and cattle aside from the other stock at that time?

A. I don't know -- if you went to sell them separate and tried to find a buyer, you might get \$500.00.

Q. At the time of the execution of this conveyance did you advise Dr. Godard anything about owing Mr. Wolcott some money?

A. No.

Q. Did you advise him about owing anybody else any money?

A. Only Alexander.

Q. And that was the debt secured by the stock which Dr. Godard assumed?

A. Yes, sir. The understanding was the farm was to pay that off.

Q. But you were not to be there?

A. No.

Q. Do you know who Dr. Godard put in charge of the place?

A. Yes, sir. Bonnell.

Q. I mean in August 1934.

A. I ran it for a while.

Q. How long did you run it?

A. As agent. I ran it until a suitable tenant was secured.

Q. Was any effort made to secure a tenant?

A. Yes, sir.

Q. Who made it?

A. I did under Dr. Godard's direction. That was our agreement.

Q. Did you later locate a tenant?

A. Yes, sir.

Q. Was a lease entered into?

A. Yes, sir.

Q. Did you sign that lease?

A. Yes, sir.

Q. As agent?

A. Yes, sir.

Q. At that time did you advise Bonnell to whom the place belonged?

A. No, sir.

Q. Was that mentioned?

A. Not that I know of.

Q. Who collected the rent from Mr. Bonnell?

A. I collected it for a while and turned it over to Dr. Godard.

Q. All your connection with the place was strictly as agent for Dr. Godard, was it?

A. Yes, sir.

Q. And not for yourself?

A. No, sir.

Q. In August 1934 when you conveyed the place to Dr. Godard was it made known that Dr. Godard had purchased the place?

A. I don't know.

Q. Do you know who filed the deed of record from you to Dr. Godard?

A. I don't know.

Q. Was there any effort on your part or any idea in your mind to fraudulently convey this property in August 1934, to avoid the payment of your debts?

A. Absolutely not. It was to take care of my indebtedness to Doc that had been hanging over so long.

Q. And part of the money was actually paid in cash?

A. Yes.

Q. Was there any idea on your part to secure Dr. Godard in preference to any other of your creditors at that time which prompted this sale to Dr. Godard?

A. No, sir.

Q. This price that you figured for conveying these properties was \$1800.00. Was that a fair and reasonable price for this property at that time?

A. I thought it was.

Q. Was that conveyance made in good faith?

A. Yes, sir.

Q. And the deed was actually delivered and the consideration that you have mentioned paid or surrendered and assumed on the date that the deed bears date: August 15, 1934?

A. Yes, sir.

Q. It is not a fact that that deed was not executed until the latter part of October 1934?

A. No, sir.

CROSS EXAMINATION BY B. F. McMILLAN, JR.

Q. Mr. Titus, you say that you wanted to pay Dr. Godard \$1000.00 that had been hanging over so long. How long had that been?

A. Five years.

Q. When were these notes due?

A. In the spring of the year every year.

Q. What was the date of the last note?

A. 1933.

Q. That was \$1000.00?

A. No -- \$200.00.

Q. How many notes did you have?

A. Five.

Q. Five notes aggregating \$1000.00?

A. Yes, sir.

Q. Now those five notes -- what was the amount of each?

A. \$200.00.

Q. And what was the date of each?

A. It was in the spring of each year, along about February.

Q. You renewed the debt by giving him five \$200.00 notes?

A. No, a new note was made out each time. I had in August 1934 five \$200.00 notes.

Q. Now what was the date of those notes?

A. As I say, they were made in the spring of each year.

Q. All of them?

A. Yes, sir.

Q. How long had you been giving these notes?

A. Each year before that.

Q. When was the first one given?

A. Five years prior to 1933.

Q. Then in the spring of 1933 that debt was five years old?

A. Yes, sir.

Q. You couldn't pay anything on them?

A. No, sir. I had been going behind -- just slipping along.

Q. For about how long?

A. Several years.

- Q. About how many years?
- A. Seven or eight -- as far as the dairy was concerned.
- Q. \$1000.00 of this was for an antecedent debt, wasn't it?
- A. Yes, sir.
- Q. He gave you \$250.00 in cash?
- A. Yes, sir.
- Q. On the date the deed was dated?
- A. Yes, sir.
- Q. Did he have the cash in his office, or did he go to the bank and get it?
- A. He gave it to me that night or later in the day.
- Q. You don't know whether he went to the bank and got it?
- A. No, sir.
- Q. Did you put that \$250.00 in the bank?
- A. No, sir.
- Q. Kept it in currency on your person?
- A. Yes, sir.
- Q. What bank did you use?
- A. The Bank of Fairhope.
- Q. Did you ever use any other bank?
- A. No, sir.
- Q. The Bank of Fairhope was your only bank?
- A. Yes, sir, and has been for many years.
- Q. Did you owe the bank anything?
- A. I believe I did -- I don't know whether I did or not at that time. I don't now.
- Q. You gave the bank the bonds you had acquired from your father's estate in payment of the debt you owed the bank, didn't you?
- A. I don't remember whether I did or not.
- Q. Do you remember how long you owed the bank?
- A. I paid off something each month.
- Q. How much did you owe the bank?
- A. I have owed them up as high as \$400 or \$500, I guess.
- Q. In 1934 how much did you owe the bank?
- A. About \$400.00 or \$500.00. I really don't remember.
- Q. Now, you say that he assumed this money you owed Mr. Alexander.

How much money did you owe Mr. Alexander?

A. \$500.00.

Q. When did you borrow this money from Mr. Alexander?

A. Early in February 1934.

Q. That was when you made your race for sheriff, wasn't it?

A. Yes, sir.

Q. Had you paid him \$25.00 a month ever since you borrowed that money -- had you made any payment before you made your deal with Dr. Godard?

A. Not that I remember of. I am pretty sure I didn't.

Q. You say it was agreed between you that the rent from this place would be paid to Mr. Alexander until his debt was paid -- that was what you mean by his assuming the debt?

A. Yes, sir.

Q. He was to give notice of that, was he not, to Mr. Alexander?

A. Not until the payments on the rent were stopped.

Q. By garnishment?

A. Yes, sir.

Q. After the garnishment then you gave him notice of that fact and thereafter instead of the rents being paid to you, and you would transfer them to Alexander, they were paid to Godard and Godard would turn them back to you and you would pay them to Alexander?

A. Yes, sir.

Q. Did you owe Dr. Godard anything else except that \$50.00 note?

A. Doctor bill.

Q. How much was that?

A. \$50.00.

Q. Then you paid him \$1050.00 out of the purchase price of that place?

A. Yes, sir.

Q. And that was an antecedent debt, wasn't it?

A. Yes, sir.

Q. Now at the time you made this transfer to Dr. Godard you had no other property except that, did you?

A. No, sir.

Q. You hadn't accumulated property, and there was no property standing in your name, was there?

A. No, sir.

Q. There was no writing evidencing Dr. Godard's assumption of this debt to Alexander, was there?

A. No, sir.

Q. You say that there was nothing said about any re-purchase? Was there no understanding between you and Dr. Godard that you would have a right to re-purchase?

A. No, sir.

Q. I believe you say you didn't notify Mr. Bonnell anything about Dr. Godard's having purchased this until you were notified of this suit?

A. No, sir.

Q. And at the same time you were notified of the attachment of this property, weren't you?

A. I don't know.

Q. When the sheriff served one of the notices he would serve both of them, wouldn't he?

A. I don't know. I believe that it was the first Bonnell knew of it when the papers were served.

Q. You advertised this place as yours, didn't you?

A. No, sir.

Q. Where did you advertise?

A. In The Progressive Farmer. I advertised it as the Titus Farm -- J. H. Titus.

Q. What were the dates of those advertisements, do you remember?

A. I don't remember.

Q. Did you advertise it for sale or for rent?

A. Yes, sir.

Q. You put one of those advertisements in the last time in November or December 1934?

A. Just about in there.

Q. That was after you had sold to Dr. Godard?

A. Yes, sir.

Q.. What arrangements did you have with Dr. Godard about re-selling the place?

A. Those notes I owed Dr. Godard-- didn't seem like I was getting anywhere, so it was my suggestion that he take it over, and at that time I told about owing \$500.00 to Alexander. Our understanding was that he would take it over and I would run the place as I had been doing until I could get a tenant or buyer. My understanding was that this money was to go to pay the note and I was to take care of it until the note to Alexander was paid.

Q. If you could get a tenant or purchaser for the place you would sell?

A. Yes, sir. And he would get his money out of it, and he could sell it for more than he put into it, and he would get the surplus.

Q. Dr. Godard would get the surplus? Was that discussed between you?

A. As to the sale? No, sir. The thought of selling, I believe, was secondary. I thought at the time it couldn't be sold and no price was put.

Q. After you transferred the place to Dr. Godard there was no evidence of any physical change of possession, was there, on the premises?

A. I don't know whether there was or not.

Q. You continued to run the place just as always?

A. Our agreement was that I was to take care of it until the Alexander note was paid off.

Q. And you continued to run it as you always had -- run it as a dairy?

A. Yes, sir.

Q. Did you pay him any of the profits?

A. Who -- Dr. Godard? He got it all -- yes.

Q. How did you pay that money to him -- in cash or by check?

A. What do you mean -- the rent?

Q. No, I mean the dairy profits. You were selling the dairy products, were you not?

A. There wasn't any profits. It was losing money.

Q. Who bore that loss?

A. We just rocked along until we could get a tenant.

Q. Who handled the profits?

A. I did.

Q. Dr. Godard never handled any of them -- between August and January?

A. No, sir.

Q. But you continued to operate the place just as always except in so far as any evidence on the place was concerned?

A. I run it just as I always had as per our agreement.

Q. What was your father's name?

A. E. H. Titus.

Q. When did he die?

A. Two years ago -- in March.

Q. His estate was administered in this county, wasn't it?

A. Yes, sir.

Q. In making a lease to Bonnell, when you signed that lease as agent, did you, or not, tell Mr. Bonnell that you were putting the words "as agent" there because it was your father's estate, and until the estate was wound up you had to act as agent?

A. I don't know.

Q. You did not mention Dr. Godard's name at all?

A. No, sir.

Q. Never mentioned Dr. Godard's name to anybody in the negotiations for the sale or rent of the place?

A. Not that I can remember of.

Q. Mr. Titus, what was the consideration for these five \$200.00 notes?

A. \$200.00.

Q. What consideration passed from him to you for these notes?

A. \$200.00 for each of them.

Q. In cash?

A. Yes, sir.

Q. You don't recall the dates of those \$200.00 notes?

A. They were early in the spring of each year -- around in February.

RE-DIRECT EXAMINATION BY H. M. HALL

Q. Mr. Titus, Mr. Wolcott has mentioned this \$1400.00 indebtedness here. Did that property at that time belong to you?

A. It never was in my name. That was known as the Rockwell property.

Q. And the title was in Mr. Wolcott's name as the lease or whatever it was?

A. Yes, sir.

Q. You took the lease?

A. I never did have the lease.

Q. When you paid that \$1400.00 he would lease or surrender the property to you, and you never got title to any of it?

A. No, sir.

Q. You never conveyed the property?

A. No, sir.

Q. Who foreclosed the lien -- do you recall -- E. C. Wolcott?

A. I don't know -- I wasn't living there.

Q. This \$400.00: this money was for you and Mr. Ward B. Martin?

A. Yes, sir.

Q. At the time Mr. Martin had property here on Colony land?

A. Yes, sir.

CROSS EXAMINATION BY B. F. McMILLAN, JR.

- Q. You say that that \$400.00 was for you and Martin?
- A. He didn't get any of the money.
- Q. Now the title to this place was taken in Wolcott's name for the security for the money he loaned you on the \$1400.00 note?
- A. No -- he didn't loan -- he just took the mortgage over -- in other words, he wrote out a check for \$1400.00 to Rockwell; Rockwell gave him the lease to the place... He didn't loan me the money; he just paid Rockwell the \$1400.00.
- Q. How did he pay it?
- A. By check.
- Q. That was for your benefit and at your request?
- A. I don't remember about it.
- Q. Why did you give a note for it then?
- Q. Because my note was to assume the obligation and pay off the indebtedness against the place.
- Q. It was your home and you lived there?
- A. Yes, sir.
- Q. You wanted to continue to live there?
- A. Yes, sir.
- Q. You got Wolcott to pay this \$1400.00 and it was paid at your request and for your use and your benefit, and the title was taken in his name as security?
- A. He took the lease from Mr. Rockwell.
- Q. The title to the land was in the Fairhope Single Tax Corporation?
- A. The personal property was in the name of Rockwell -- the land itself was Colony land.
- Q. You were talking about Mr. E. C. Wolcott's foreclosing. That was foreclosed for rent, wasn't it?
- A. I don't know. I know he still has the property.
- Q. You agreed to pay the rent?
- A. I did pay some of it.
- Q. There was \$390.00 that you didn't pay-- that you owed to the Single Tax Corporation -- that they foreclosed for, wasn't there?

A. I don't know -- I didn't pay any attention to it.

Q. You didn't pay any attention to it?

A. I wanted him to foreclose on it and take the place and relieve me of the note.

Q. You wanted him to take over the place for the satisfaction of the note, and he was unwilling to do it?

A. Yes, sir.

MR. McMILLAN: I exhibit deed from J. H. Titus to Claude G. Godard, dated August 15, 1934, and of record in the office of the Probate Judge of Baldwin County, Alabama, in Deed Book 56NS at page 173, and ask that it be marked Exhibit 1 and attached to the testimony of the witness, J. H. Titus.

DEPOSITION OF DR. CLAUDE G. GODARD

Witness for the Respondents

EXAMINATION BY H. M. HALL

SOLICITOR FOR RESPONDENTS

Q. This is Dr. C. G. Godard?

A. Yes, sir.

Q. You live here in Fairhope?

A. Yes, sir.

Q. You know J. H. Titus?

A. I do.

Q. Do you know the land that is known as the Titus dairy out near Fairhope?

A. Yes.

Q. Did you at some time buy that from Mr. Titus?

A. I did.

Q. When was that?

A. August 15, 1934.

Q. Is that the date the deal was closed?

A. Yes, sir.

Q. Was the deed executed on that date?

A. Yes, sir.

Q. Was the deed delivered to you on that date?

A. It was.

Q. Is this deed which I show you and which is attached to the testimony of J. H. Titus as Exhibit 1, the original deed from J. H. Titus to you?

A. Yes.

Q. And you say the deed was actually delivered to you on the date the deed bears date?

A. It was.

Q. It is not a fact that that deed was executed in October 1934?

A. No.

Q. What was the consideration that you paid to Mr. Titus for this property?

A. \$1800.00.

Q. How was that paid?

A. In five notes of \$200.00 each, making \$1000.00, and a \$500.00 note to Alexander which I assumed, \$250.00 in cash, and a \$50.00 doctor bill.

Q. And, Doctor, this \$50.00 doctor bill -- was that bill on this date due and unpaid from Mr. Titus to you?

A. It was.

Q. And you on that date gave him credit for \$50.00 and marked the account paid?

A. Yes, sir.

Q. These five notes that were for \$200.00 each -- what were those notes for?

A. It was money I loaned to Jack that he said he would put in the crop out on the farm.

Q. Were those notes on the date of the execution of the conveyance here, due and unpaid?

A. They were.

Q. Did you on that date mark paid or surrender these notes to Mr. Titus?

A. I did.

Q. Did you mark the account paid and settled in full?

A. I did.

Q. This cash that you say you paid -- \$250.00. Was that actually paid in cash?

A. Yes, sir.

Q. Now as to this note to Alexander that you say you assumed: that was for \$500.00?

A. Yes.

Q. Did you at that time know whether or not that note was secured?

A. Yes.

Q. As a matter of fact, wasn't that note secured by a part of the property described in the conveyance of the property to you?

A. Yes.

Q. Did you assume and agree to pay that note?

A. I did.

Q. Have you been paying that note?

A. I have.

Q. Whose money did you pay it with?

A. My money.

Q. At the time of the execution of this conveyance, this property was used as a dairy, wasn't it?

A. Yes.

Q. As Mr. Titus's dairy?

A. Yes.

Q. Was there any agreement at that time between you and Mr. Titus as to the operation of the dairy?

A. A verbal agreement - yes.

Q. What was it?

A. That he was to operate the dairy and secure for me either a suitable tenant or a buyer for the place.

Q. The income from the dairy, if any, was to be paid to whom?

A. To me as the owner.

Q. Did he operate the dairy for you?

A. He did, -- without very much success.

Q. As your agent?

A. Yes.

Q. Did he later secure a tenant?

A. Yes.

Q. You were and had been the owner of the property for some time before the tenant went on the place?

A. Yes.

Q. Who collected the money from the tenant, Bonnell?

A. Mr. Titus, for a while, and paid it to me. Bonnell paid the money to Titus and Titus delivered it to me and I then paid Alexander part of it; some of it I paid on the taxes and expenses on the place.

Q. You kept up the expenses of the place out of your own money?

A. Yes.

Q. These payments to Alexander were made through Mr. Titus?

A. Yes.

Q. You collected the rents on the place up to when, Doctor?

A. I don't remember. It's six payments due with this month -- you can figure back.

Q. Do you know what had been done with the payments recently?

A. They are supposed to be turned in to the Circuit Court.

Q. Do you know how much has been actually paid?

A. Should be \$125.00.

Q. Do you know whether any part of that has been actually paid?

A. He showed a receipt for \$50.00 -- that's all I know of. That was paid under the garnishment from the Circuit Court.

Q. Dr. Godard, at the time of the execution of this deed was it agreed that you would assume this \$500.00 indebtedness to Alexander, and you did?

A. Yes.

Q. At the time of the execution of the deed, were any rights reserved by Mr. Titus?

A. None whatever.

Q. Was Mr. Titus given the right by you to repurchase that property at any time?

A. No -- it was not mentioned.

Q. Was anything said about what would happen if that property sold over and above what you had in it?

A. No, we didn't mention that. But I was under the impression that it would be mine. The place belonged to me outright.

Every place I have sold I always get the profit for.

Q. It was a bona fide transaction, was it?

A. It was, absolutely, yes.

Q. And for the consideration you have mentioned?

A. Yes.

Q. At that time did you know anything about Mr. Titus owing Mr. Wolcott any money?

A. No, sir.

Q. Did you know anything about Mr. Titus owing anybody else?

A. No.

Q. So far as you know, had any suit or any proceedings been filed against Mr. Titus?

A. Not that I know of.

Q. Was there anything mentioned between you and Mr. Titus that this conveyance was to be made to defraud Mr. Wolcott or any other creditor out of money that Mr. Titus owed him?

A. No.

Q. You knew of no indebtedness from Titus to anybody, and nothing was mentioned about it?

A. No.

Q. Was there anything mentioned that this property would be given to you for the purpose of securing a preference or priority to you over any other creditor?

A. No.

Q. This conveyance, Dr. Godard, was an outright sale?

A. It was as far as I know.

Q. And for a consideration passing from you to Jack Titus?

A. Yes.

Q. And that was a good and valuable consideration?

A. Yes.

Q. Doctor, at that time how long had you known this Titus property?

A. Oh, approximately sixteen or seventeen years.

Q. Did you know the market value of that property and property in that neighborhood?

A. Approximately.

Q. And of these cattle and tools and work stock?

A. I didn't know all of them.

Q. Was this consideration -- \$1800.00 -- was that a fair and reasonable price for this property?

A. I considered it was.

Q. Have you been over that property?

A. Many times.

Q. How many acres are there in it?

A. Forty.

Q. How many acres are in cultivation?

A. I think six or eight.

Q. Is there any other part of that land that could be cultivated?

A. Not over four or five acres.

Q. It is not cleared?

A. No.

Q. What is the nature of the other land that is not cleared?

A. There is a little ravine runs down from one side to the other. Over towards the east side there is a lake and when it rains there is about an acre of lake there.

Q. These buildings, Dr. Godard -- they call it the dwelling?

A. That's a little house -- just a shack -- not much bigger than one room, a frame building, 12 or 14 feet -- painted.

Q. About how old?

A. About eight years old.

Q. The barns -- what is the condition of them?

A. I don't say they are up-to-date barns. One part is a little addition put on in 1931 when they were trying to get equipment for Grade A milk. And the other is an old barn that's been there for years.

Q. These barns are how old?

A. The silos -- one about seven, the other about five.

Q. The fencing -- what is its condition?

A. Very poor condition. Three-strand barbed wire in very poor shape. In fact, it needs new fencing.

Q. Dr. Godard, as a matter of fact, this conveyance from Titus to you, you say, was absolute, and no rights or benefits were reserved or secured to Titus?

A. That is right.

Q. After the execution of this conveyance, it was your property unqualifiedly?

A. Absolutely.

CROSS EXAMINATION BY B. F. McMILLAN, JR.

Q. Doctor, did you assess this property in 1934?

A. I did.

Q. In your name?

A. No.

Q. Whose name?

A. I left it as it was: J. H. Titus.

Q. And you got this deed, you say, in August 1934, and did not transfer the property to your name on the assessment records until the fall of that year -- you just left it assessed as before, to J. H. Titus?

A. Yes.

Q. You speak of these notes representing money you loaned Mr. Titus. Do you remember when the first loan was made?

A. About 1928. Each year I loaned him additional money.

Q. Took no security except the notes?

A. His word was good enough for me.

Q. You are not regularly engaged in loaning money?

A. No, I don't loan money only to my friends.

Q. Is Jack Titus a pretty good friend of yours?

A. He is.

Q. Did he give you an abstract when that loan was made?

A. No, sir.

Q. Did you examine the title?

A. To some extent. I knew it was his for I knew his father.

Q. As I understand it, you invested \$1800.00 and made no examination as to the title..... You speak of assuming that note. You said nothing to Mr. Alexander about it?

A. No.

Q. You agreed to pay it?

A. I agreed with Mr. Titus.

Q. Those payments were to be made out of the rent of that property by Titus?

A. By me.

Q. You say you said nothing to Alexander?

A. I said nothing to Alexander but I was to pay it and pay it in Titus's name.

Q. Now you made only a verbal agreement with Titus as to renting or selling the property?

A. Yes. There is no written agreement at all.

Q. The only writing that figured in the entire transaction was the execution of the deed?

A. Absolutely. I just figured Titus's note was as good as mine.

Q. Did you or did you not tell Mr. Bonnell words to this effect: That the creditors of your friend Titus were after him about this property and that you made this transaction to help Titus?

A. I did not.

Q. You did not put this deed on record or file it for record until after you filed it two months after it was given to me? And that long after Mr. Wolcott had attached the property?

A. I didn't think about his attaching the property.

Q. Did you not know that Mr. Wolcott had attached this property when you filed the deed for record?

A. I did not.

Question by witness: When did Mr. Wolcott attach this property?

Answer by attorney: About two months before you filed your deed for record.

Answer by witness: It was not!

Question by attorney: How did you know?

A. I have recently looked up the records.

Q. When did you look up the records?

A. That's my business -- when the sheriff notified me of the attachment.

Q. When did the sheriff notify you of the attachment?

A. I wouldn't answer that.

Q. What was the occasion of the sheriff notifying you of the attachment?

A. When Bonnell came in and said that the sheriff notified him that the cows were going to be sold or something to that effect.

Q. Is that the only notice that you have?

A. Yes.

Q. Then the sheriff didn't notify you of the attachment?

A. Mr. Bonnell did.

Q. When you made this deed you paid \$250.00 in cash, didn't you?

A. Yes, sir.

Q. At the same time the deed was delivered?

A. Yes.

Q. Where did you pay that money? Did you have it in your office when Jack delivered the deed to you?

A. In my office or my house, I don't remember which.

Q. Did you go to the bank to get it?

A. No, I had it with me.

Q. Where did you do your banking?

A. In the First National Bank of Mobile, the Bank of Fairhope, and some with the Merchants.

Q. Do you keep that amount of currency in the office or your house ordinarily?

A. Lots of times -- for change and things.

Q. \$250.00? That is rather heavy change, isn't it? Do you frequently have cash to give change for \$250.00?

A. A fellow the other day brought in a check for around \$400.00 that he sold some potatoes for, and I gave him a check of mine and \$100.00 in change.

Q. Do you ordinarily keep that amount for the purpose of making change?

A. No, not all the time.

Q. Is it not very infrequent that you keep that amount for the purpose of making change?

A. Well, you can find quite a sum around my house most of the time.

Q. In August 1934 you were doing a banking business at the First National Bank of Mobile, the Merchants Bank of Mobile, and the Bank of Fairhope?

A. Yes. I am not sure about the Merchants, but I know I had some in the other two banks.

Q. Do you recall when you first heard that this property was attached? I am not talking about the garnishment.

A. As far as I know -- I don't know about the attachment -- I know about the garnishment.

Q. Then you did not look up the record at court to see about the attachment, did you? I mean at that time.

A. I have looked up the records since then.

Q. Did you see about the attachment?

A. No.

Q. Of this \$1800.00, \$1000.00 had been due to you by Titus for years, represented by notes?

A. Well, yes; part of it for five years. All of it for a considerable while -- all of it for about a year and a half maybe. And in addition to that \$50.00 for a doctor's bill for him and his family, that had been due for possibly a year.

Q. Has Alexander ever been paid?

A. Not all of it. He was paid right along until the garnishment went into effect.

Q. Has he been paid anything except out of the rents for that place?

A. No, except one \$50.00 that he got when Titus was running it.

Q. It was back in October, wasn't it -- he was paid \$50.00?

A. In October 1934.

Q. You gave Titus \$50.00 to pay him?

A. Yes.

Q. At the time you made this deal with Titus -- you don't know except what Titus says how much was due Alexander on that note?

A. Only the note was due -- \$500.00.

Q. You don't know what payments have been made? You don't know except what Titus told you?

A. No.

I, Mary Cutter Freer, the Commissioner named in the attached agreement between the parties in Equity Case No. 124 in the Circuit Court of Baldwin County, Alabama, wherein Edwin C. Wolcott is Complainant, and J. H. Titus, et al., Respondents, caused the witnesses above named to appear before me at the office of Elliott G. Rickarby, Esq., in the Town of Fairhope, where, after being first duly sworn, upon examination by counsel for the parties then present, they testified as is hereinbefore set out. The signature of the witnesses to their respective testimony was waived.

I further certify that I am not of counsel or of kin to either of the parties to this complaint or in any wise interested in the result thereof.

IN WITNESS WHEREOF I hereto set my hand and seal as Commissioner this the 6th day of June, 1936.

Mary Cutter Freer
Commissioner

Commissioner's fee for typing:

11,470 words (estimated), with extra carbon \$ 19.45