

property: Southwest Quarter of the Northeast Quarter, Section 4, Township 6 South, Range 4 East, Baldwin County, Alabama, in his own right and fee simple; that no other person, firm or corporation has any interest, right or title, lien or encumbrance on said land. Liens or encumbrances on said land held by anyone other than the Complainant are hereby and herein declared null and void, and are decreed to be a cloud upon the title of Complainant and removed as such.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Register of the Circuit Court of Baldwin County, Alabama, in Chancery, shall file a certified copy of this decree in the Probate Office of Baldwin County, Alabama, to be recorded therein, and that it is to be indexed upon the records in the Office of the said Judge of Probate in the name of Ira Crapo, and in the reverse index in the name of Harry Duggor, and title stands in his name on the record.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Respondent pay the costs in this proceeding.

Dated this 26th day of December, 1941.

F. W. Hare
Judge of the 21st Judicial Circuit of Alabama

I, R. S. Duck, Register of the Circuit Court of Baldwin County, Alabama, do hereby certify that the foregoing is a correct copy of the original decree rendered by the Judge of the Circuit Court in the above stated cause, which said decree is on file and enrolled in my office.

Witness my hand and seal this the 26th day of December, 1941.


Register of Circuit Court, in Equity

property: Southwest Quarter of the Northeast Quarter, Section 4, Township 8 South, Range 4 East, Baldwin County, Alabama, in his own right and fee simple; that no other person, firm or corporation has any interest, right or title, lien or encumbrance on said land. Liens or encumbrances on said land held by anyone other than the Complainant are hereby and herein declared null and void, and are decreed to be a cloud upon the title of Complainant and removed as such.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Register of the Circuit Court of Baldwin County, Alabama, in Chancery, shall file a certified copy of this decree in the Probate Office of Baldwin County, Alabama, to be recorded therein, and that it is to be indexed upon the records in the Office of the said Judge of Probate in the name of Ira Crapo, and in the reverse index in the name of Harry Dugger, and title stands in his name on the record.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Respondent pay the costs in this proceeding.

Dated this 26th day of December, 1941.

J. W. Hare
Judge of the 21st Judicial Circuit of Alabama

DECREE

HARRY DUGGER,)	
)	
Complainant.	)	IN THE CIRCUIT COURT OF
)	
vs.	)	BALDWIN COUNTY, ALABAMA
)	
IRA CRAPO,	)	IN EQUITY.
)	
Respondent.)	

This cause is submitted on the original Bill of Complaint, notice by personal service, Motion for Decree Pro Confesso and Decree Pro Confesso against the Respondent named in said Bill and the testimony of Harry Dugger, Laura Donaldson and J. P. Carroll. The pleadings and evidence in this case show that the lands described as the Southwest Quarter of the Northeast Quarter of Section 4, Township 8 South, Range 4 East, in Baldwin County, Alabama, which said lands have been assessed by and the taxes paid by Laura Donaldson since 1935, and the two years previous to this, this land was assessed by and the taxes paid by J. P. Carroll; and that the said Harry Dugger received title to this property by Warranty Deed from Laura Donaldson, which said Warranty Deed is dated February 19, 1941, and is held in Escrow by Orvis M. Brown, Attorney at Law, until the balance of purchase price is paid in full. That the property described in this deed to Harry Dugger is the Southwest Quarter of the Northeast Quarter, Section 4, Township 8 South, Range 4 East, Baldwin County, Alabama, containing forty acres, more or less. That Laura Donaldson received title to this property from Warranty Deed dated October 13, 1934, which said deed is recorded in Deed Book 56 N. S., page 234, of the Probate Records of Baldwin County, Alabama, from J. P. Carroll and Fannie Carroll, husband and wife; that J. P. Carroll received title to this property from Francis Crapo and Martha Crapo by Warranty Deed dated February 2, 1932, which said deed is recorded in Deed Book 52 N. S., page 226, of the Probate Records of Baldwin County, Alabama; that at the time Francis Crapo and Martha Crapo executed this deed to J. P. Carroll, there was of record an Agreement between Francis Crapo, Martha Crapo, and Ira Crapo, which said Agreement was recorded in Deed Book 49 N. S., page 321, of the Probate Records of Baldwin County, Alabama.

By the terms of the said Agreement it provided "It is further agreed and understood that the parties of the first part shall have complete control of their property wherever located, during their natural lives, and shall have complete jurisdiction of the same until their deaths, excepting that first parties only reserve ten acres of ground out of the land he or they may have for his own use, and the balance is to be controlled by second party as to kind of crops to be raised on the same. Parties of the first part are to have possession of their property until their deaths with the party of the second part." The evidence shows that this instrument or agreement does not refer to, in any manner, the lands now under consideration. That was an Agreement of care and support entered into by the father, mother and son, specifying that ten acres of land was to be used for the sole purpose and desire of the father and mother, but with complete control to be vested in the son upon their death. The evidence shows that at the time the father and mother, Francis Crapo and Martha Crapo, sold this land to J. P. Carroll, in February, 1932, that the same son, Ira Crapo, was present and made all arrangements for the closing of the sale of this land and that the sale was made with his full knowledge and as arranged by him. The evidence shows that, at the time, Ira Crapo did not claim any right, title or interest in this property.

J. P. Carroll conveyed this property to Laura Donaldson as shown by the evidence, and Laura Donaldson at this time, conveyed the property to Harry Dugger and, at this time, Ira Crapo is claiming some right, title or interest in or cloud upon the title to this property by reasons of the instrument or agreement above referred to. The evidence shows that Ira Crapo has not, at any time, paid taxes or assessed or been in possession of this property, and further that no suit is pending to test Complainant's title to, interest in, or right of possession of said land, that said property stands in the name of Harry Dugger, the property being described as the Southwest Quarter of the Northeast Quarter, Section 4, Township 8 South, Range 4 East, containing forty acres, more or less.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the said Complainant, Harry Dugger, is the absolute owner of the following described

DECREE

HARRY DUGGER,

Complainant.

vs.

IRA CRAPO,

Respondent.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY.

This cause is submitted on the original Bill of Complaint, notice by personal service, Motion for Decree Pro Confesso and Decree Pro Confesso against the Respondent named in said Bill and the testimony of Harry Dugger, Laura Donaldson and J. P. Carroll. The pleadings and evidence in this case show that the lands described as the Southwest Quarter of the Northeast Quarter of Section 4, Township 8 South, Range 4 East, in Baldwin County, Alabama, which said lands have been assessed by and the taxes paid by Laura Donaldson since 1935, and the two years previous to this, this land was assessed by and the taxes paid by J. P. Carroll; and that the said Harry Dugger received title to this property by Warranty Deed from Laura Donaldson, which said Warranty Deed is dated February 19, 1941, and is held in escrow by Crvis M. Brown, Attorney at law, until the balance of purchase price is paid in full. That the property described in this deed to Harry Dugger is the Southwest Quarter of the Northeast Quarter, Section 4, Township 8 South, Range 4 East, Baldwin County, Alabama, containing forty acres, more or less. That Laura Donaldson received title to this property from Warranty Deed dated October 15, 1934, which said deed is recorded in Deed Book 56 N. S., page 234, of the Probate Records of Baldwin County, Alabama, from J. P. Carroll and Fannie Carroll, husband and wife; that J. P. Carroll received title to this property from Francis Crapo and Martha Crapo by Warranty Deed dated February 2, 1932, which said deed is recorded in Deed Book 52 N. S., page 226, of the Probate Records of Baldwin County, Alabama; that at the time Francis Crapo and Martha Crapo executed this deed to J. P. Carroll, there was of record an Agreement between Francis Crapo, Martha Crapo, and Ira Crapo, which said Agreement was recorded in Deed Book 49 N. S., page 321, of the Probate Records of Baldwin County, Alabama.

By the terms of the said Agreement it provided "It is further agreed and understood that the parties of the first part shall have complete control of their property wherever located, during their natural lives, and shall have complete jurisdiction of the same until their deaths, excepting that first parties only reserve ten acres of ground out of the land he or they may have for his own use, and the balance is to be controlled by second party as to kind of crops to be raised on the same. Parties of the first part are to have possession of their property until their deaths with the party of the second part." The evidence shows that this instrument or agreement does not refer to, in any manner, the lands now under consideration. That was an Agreement of care and support entered into by the father, mother and son, specifying that ten acres of land was to be used for the sole purpose and desire of the father and mother, but with complete control to be vested in the son upon their death. The evidence shows that at the time the father and mother, Francis Crapo and Martha Crapo, sold this land to J. P. Carroll, in February, 1952, that the same son, Ira Crapo, was present and made all arrangements for the closing of the sale of this land and that the sale was made with his full knowledge and as arranged by him. The evidence shows that, at the time, Ira Crapo did not claim any right, title or interest in this property.

J. P. Carroll conveyed this property to Laura Donaldson as shown by the evidence, and Laura Donaldson at this time, conveyed the property to Harry Dugger and, at this time, Ira Crapo is claiming some right, title or interest in or cloud upon the title to this property by reasons of the instrument or agreement above referred to. The evidence shows that Ira Crapo has not, at any time, paid taxes or assessed or been in possession of this property, and further that no suit is pending to test Complainant's title to, interest in, or right of possession of said land, that said property stands in the name of Harry Dugger, the property being described as the Southwest Quarter of the Northeast Quarter, Section 4, Township 8 South, Range 4 East, containing forty acres, more or less.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the said Complainant, Harry Dugger, is the absolute owner of the following described

THE STATE OF ALABAMA,
Baldwin County

CIRCUIT COURT

TO Mina Lee Whitley

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

Harry Dugger, Laura Donaldson and J. P. Carroll

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

Harry Dugger

Complainant

and Ira Crapo

Defendant,

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

Witness the 16th day of December, 19 41.

R. Dugger

REGISTER

Commissioner's Fee \$ 7.50

Witness' Fees. \$ _____

in the Probate Records, Volume 52 of Deed Books, page 226. At the time of the execution of this deed, my son, Ira Crapo, was present and knew all about it and agreed at the time to the agreement referred to, recorded in Deed Book 49 N. S., page 321, of the Probate Records of Baldwin County, Alabama, bearing date of August 27, 1930, was set aside by us and we all agreed to and did move from Baldwin County, Alabama. We returned to reside in Missouri and later my son, Ira Crapo, located at Fayette, Alabama, in Fayette County, Alabama, and from that date hence has contributed nothing whatsoever to my support, and the agreement which we had as to support was cancelled between us and was of no further force and effect.

While we resided in Baldwin County, Alabama, my son, Ira J. Crapo, did reside with us, but affiant supported himself and the mutual work of all the parties went to the support of the family, but my son, Ira J. Crapo, did not support me and my wife as he recited in the affidavit which he obtained my signature to under a mistake of facts, which affidavit is dated May 21st, 1941.

Frank Crapo
Francis Crapo

Sworn to and subscribed to before me, this 31st day of October,
1941.

S E A L

J. L. Bess
Notary Public
My Commission Expires: Jan. 12, 1943

"EXHIBIT A"

THE STATE OF MISSOURI)
) SS.
COUNTY OF HOWELL.)

Before me, Judge and Ex-Officio Clerk of the Probate Court, a Notary Public, in and for said County, in said State, personally appeared, Francis Crapo, who is known to me, who being by me, first duly sworn, on oath deposes and says that his name is Francis Crapo, that he now resides in the City of West Plains in the County of Howell and State of Missouri, where he has lived for the past several years; that one Ira J. Crapo, who residing in Fayette County, Alabama, is his son; that prior to and on the 25th day of June, 1929, affiant owned and was in the possession of certain farm lands located in Howell County, Missouri and that at that date and prior thereto, affiant and his son, Ira J. Crapo, both resided in said last named County.

Affiant further deposes and says that on the 25th day of June, 1929, affiant and his wife, Martha Crapo, executed to his son, in the presence of O. P. A. Heinrich and L. M. Hyder, as witnesses, a certain instrument in writing agreeing to and conveying unto said son, the lands owned and possessed by affiant in said Howell County, in consideration of said son caring for, attending and supporting him and his wife, said Martha Crapo, which said contract or conveyance is now in the custody of said Ira Crapo; that said son did care for him and his wife in an entirely satisfactory and agreeable manner under this agreement until affiant later traded his farm in Howell County, Missouri, for a forty acre tract of land in Baldwin County, Alabama, described as follows, viz:

The SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 4, Township 8 South, Range 4 East, situated, lying and being in Baldwin County, Alabama, and containing 40 acres, more or less.

After said trade above mentioned was made, and at the same time, or in anticipation thereof, that affiant and his wife executed a deed to the man who got his land in Missouri and received one from him to the lands above described, lying in said Baldwin County, affiant and his wife executed a similar instrument to his said son, under date of August 27, 1930, and containing practically the same stipulations and purpose of my wife and I executing the second instrument to my son being that it was made for application to the recently acquired lands in the State of Alabama.

Affiant further deposes and says that he, his wife, and his said son, Ira J. Crapo, and his wife, in September of the said year, 1930, moved to said Baldwin County, Alabama, and resided on this parcel of land above described; that his said son, Ira J. Crapo, cared for, attended to and supported affiant and his wife as long as they remained on the above described land, in a manner completely satisfactory to affiant and his wife, both,

(Signed) Francis Crapo

Sworn to and subscribed
before me, this 21st day of May,
1941.
My Commission expires December 31st,
1942.

G. J. Farrell, Judge and Ex Office
Clerk of the Probate Court.

Filed: May 26th, 1941.
Recorded:
Seal:

"EXHIBIT B"

STATE OF MISSOURI,)
 ;
COUNTY OF HOWELL.)

Before me, Notary Public in and for said County in said State, personally appeared Frank Crapo, who is known to me and who being by me first duly sworn, on oath deposes and says that his name is Frank Crapo; that he now resides in the City of West Plains, in the County of Howell and State of Missouri, where he has lived for the past several years.

Affiant further deposes and says that on the 21st day of May, 1941, he signed an affidavit which was prepared by his son, Ira J. Crapo, who resides at Fayette, in Fayette County, Alabama, and which affidavit was mailed to the affiant for his signature, and the affiant believing that his son, Ira Crapo, had the affidavit prepared true and correct, signed and executed the affidavit through a misapprehension of the true facts and that it has now come to the affiant's attention that the affidavit was not correctly drawn to state the true facts and further, that your affiant did, by letter dated July 1st, 1941, addressed to Ira Crapo, Fayette, Alabama, request that Ira Crapo see an attorney at once and straighten out the title to the land hereinafter described, in which letter affiant recited that Ira Crapo well knew that he had not contributed anything to the support of the affiant since he lived in Alabama, which date was around February, 1932; and, in which letter the affiant refreshed the memory of Ira Crapo that Ira Crapo had surrendered the contract which was executed August 27, 1930 and, at the same time, returned to your affiant the deed to the land hereinafter referred to. In my letter to Ira Crapo, Fayette, Alabama, dated July 1st, 1941, I called my son's attention to the fact that he had obtained my signature to the affidavit to the effect that he was still supporting or contributing to my support, which statement I did not understand and which facts are not true as my son, Ira Crapo, has not contributed to my support since I left Baldwin County, Alabama, in the Spring of 1932.

In the affidavit which I signed for my son, Ira J. Crapo, on May 31st, 1941, the facts recited in the second paragraph thereof to the effect that my son, Ira Crapo, performed satisfactorily under this agreement, are not true in their entirety. He did live with me but only partially supported me and when we moved to Missouri, this agreement between us was cancelled and still remains cancelled as of this date.

The land now in consideration, about which this affidavit pertains, is a certain forty acre tract of land in Baldwin County, Alabama, described as follows, to-wit:

The Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ of NE $\frac{1}{4}$),
Section Four, Township Eight South of Range Four East, con-
taining 40 acres, more or less, in Baldwin County, Alabama.

On August 27, 1930, my wife and I being of the impression that my son, Ira Crapo and his wife would reside with us and take care of us for the balance of our lives, entered into an agreement which said agreement is of record in Baldwin County, Alabama, in Deed Book 49 N. S., page 321, and in which agreement, we recited that in consideration of the love and affection of my son, Ira Crapo, and care, attention and support to be given by Ira Crapo to us, that both personal and real property was to be under the control of Ira Crapo after our natural lives had expired but this agreement specifically provided in the fourth paragraph thereof that we should have complete control of our property regardless of wherever located and complete jurisdiction thereof, but that our son, Ira Crapo, could have the use of ten acres of ground to plant whatever kind of crops that he desired to raise. Later on it proved out that we could not make a success of farming in Baldwin County, Alabama, and on February 2, 1932, affiant and my wife, Martha Crapo, conveyed by warranty deed the property above referred to to one J. P. Carroll, which deed is recorded

The State Of Alabama }
Baldwin County }

Circuit Court of Baldwin County, In Equity.

To Any Sheriff of the State of Alabama—GREETINGS:

WE COMMAND YOU, That you summon

IRA CRAPO

Route One, Fayette, Alabama
of $\frac{1}{2}$ miles West of Bluff County, to be and appear before the Judge of the Circuit
Court of Baldwin County, exercising Chancery jurisdiction, within thirty days after the service of
Summons, and there to answer, plead or demur, without oath, to a Bill of Complaint lately exhibited
by

HARRY DUGGER,

against said IRA CRAPO

and further to do and perform what said Judge shall order and direct in that behalf. And this the
said Defendant shall in no wise omit, under penalty, etc. And we further command that you return
this writ with your endorsement thereon, to our said Court immediately upon the execution thereof.

WITNESS, R. S. Duck, Register of said Circuit Court, this 4th day of
September, 194 1.

R. S. Duck, Register

N. B.—Any party defendant is entitled to a copy of the bill upon application to the Register.

BILL OF COMPLAINT

HARRY DUGGER,)	
)	
Complainant	)	IN THE CIRCUIT COURT OF
)	
vs	)	BALDWIN COUNTY, ALABAMA
)	
IRA CRAPO,	)	IN EQUITY:
)	
Defendant.)	

Comes your Complainant and shows this his Bill of Complaint against Ira Crapo Respondent who claims same title, right, interest or lien or incumbrance upon the lands described as

The Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Four (4), Township Eight (8) South, Range Four (4) East in Baldwin County, Alabama.

And Complainant further respectfully shows unto your Honor as follows:

ONE

That he is in the actual peaceful possession of the said tract of land heretofore mentioned and has been for the past seven (7) months, claiming to own the same in his own right and fee simple for seven (7) months and that he has been in the actual peaceful possession under the former owner for the past two (2) years.

TWO

That no suit is pending to test title to, interest in or right to possession of said land.

THREE

Complainant further shows that he claims the entire fee simple title in and to the said lands having acquired the same as per attached copy of Deed which is marked and made exhibit "A" and made a part of the same;

FOUR

Complainant further shows unto your Honor that the title of said land at this time stands in the name of Harry Dugger which said Deed is marked exhibit "A" and is held in escrow by Orvis M. Brown, Attorney, Robertsdale, Alabama on behalf of your Complainant and that the title of the said lands stands on the record of the Probate Court of Baldwin County, Alabama in the name of Laura Donaldson who conveyed to your Complainant. Your Complainant further shows unto your Honor that previous to Laura Donaldson this property was owned by J. P. Carroll and Fannie Carroll who conveyed by Warranty Deed

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to Laura Donaldson on October 15th, 1934, an abstract sheet of such deed is hereto attached and marked exhibit "B" and made a part hereof. Your Complainant further shows unto your Honor that J. P. Carroll was the previous owner of this property and purchased the same by Warranty Deed from Frances Crapo and Martha Crapo by Warranty Deed dated February 2nd, 1932, an abstract sheet of which is hereto attached and marked exhibit "C" and made a part hereof. Your Complainant further shows unto your Honor that during the time Frances Crapo and Martha Crapo owned this property they executed an agreement in writing, a copy of which agreement is hereto attached and marked exhibit "D" and is made a part hereof of this Complaint. Under the terms of said agreement between Frances Crapo and Martha Crapo and Ira Crapo, Respondent, Ira Crapo is reputed to claim some right, title or interest or incumbrance upon the said land of your Complainant. And your Complainant respectfully calls upon the said Ira Crapo, Respondent to set forth and specify his right, title, claim, interest or incumbrance upon the said land above described and how and by what instrument the same was derived and created;

FIVE

Complainant further shows unto your Honor that the above named individual, Ira Crapo, Respondent has not assessed or paid taxes upon the aforesaid land during the past ten (10) years and during the past ten (10) years taxes were paid and assessed on this property in the name of Frances, Crapo, J. P. Carroll and Laura Donaldson and since 1935 this land has been assessed by Laura Donaldson and the taxes paid on this property in the name of Laura Donaldson and no one else. And your Complainant shows further that during the past ten (10) years no one has been in the actual possession of this land aforesaid under any claim or title from or in the name of the Respondent to this Bill of Complaint and that your Complainant has been in the actual peaceful possession of the same and those under whom he claims for the past ten (10) years.

SIX

Complainant further shows unto your Honor that he knows of no one other than himself who has been in actual possession of said land and that no one is known to your Complainant to claim this land or any part thereof or any interest therein except the Complainant and the Respondent in this proceeding and your Complainant calls upon the Respondent herein to set forth

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and specify his title, claim, interest or incumbrance upon the said land and how and by what instrument the same is derived and created. That Complainant has made a dilligent inquiry and investigation and has made a complete Abstract of Title to the said real estate on the Record of Baldwin County, Alabama and that he has made a dilligent inquiry in the neighborhood of said land as to the ownership and possession of same and whereabouts of any and all persons who are interest in said land or may be interest in the same or claim any interest therein. That in making said inquiry in the neighborhood of said land he has inquired of old settlers and people who are acquainted with the history of the community and the residence so far as your Complainant has learned of Ira Crapo is Fayette, Alabama, Route One, One and One Half (1½) miles west of Bluff, which is a small rural community.

SEVEN

Complainant further shows unto your Honor that he received title to the above described property by Warranty Deed dated February 19th, 1941 and executed by Laura Donaldson and her husband David Donaldson, a copy of which is hereto attached and marked exhibit "A". That Laura Donaldson received title to this property from J. P. Carroll and Fannie Carroll under Warranty Deed dated October 13th, 1934, a copy of which is hereto attached and marked exhibit "B" and that J. P. Carroll received title to this property by Warranty Deed dated February 2nd, 1932 from Frances Crapo and Martha Crapo, a copy of which deed is hereto attached and marked exhibit "C". There appears of record an agreement filed October 6th, 1930 between Frances Crapo and Martha Crapo and Ira Crapo, a copy of which is hereto attached and marked exhibit "D" and which said agreement constitutes a cloud upon the title of the above described lands and that it is necessary that this action be taken in order to clear the title of the above described property from this shadow on the title and other incumbrance which may be against the title to the above described land.

PRAYER FOR PROCESS

To the end therefore that equity may be had in the premises, Complainant prays that your Honor will cause the usual writ of process to issue to the above name Respondent in the usual form and according to the practice of this Honorable Court require him to plead, answer or demur to the same within the time required by law and the practice of this Honorable Court

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make him a party to this Bill of Complaint requiring him to plead, answer or demur to the same within the time required by law.

PRAYER FOR RELIEF

And complainant prays further that upon the hearing of this cause your Honor will be pleased to establish complete right of title to and will decree that Complainant is the owner in fee simple of said lands above described and that no other person has any title to or interest in or lien or incumbrance upon said land or any part thereof and in the said decree your Honor will cause a certified copy of the decree to be filed in the Probate Office of Baldwin County Alabama and to be recorded therein and that the said decree will direct in whose name it shall be indexed in the Direct Index and in whose name it shall be indexed in the Indirect Index in the records therein in the said Probate Office of Baldwin County, Alabama and Complainant prays further that such other, further or different and general relief be given him as in equity may seem just and meet and Complainant will ever pray. And Complainant prays further that the cost in this procedure including a reasonable solicitor's fee be taxed upon the Respondent.


Solicitor for Complainant

FOOT NOTE: All persons claiming any title to, interest in lien or incumbrance upon the property described in the foregoing Bill of Complaint or any part thereof will be requested to answer from paragraph One to Seven, inclusive, but answer under oath is hereby expressly waived.

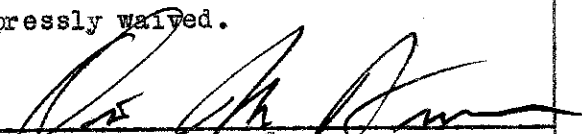

Solicitor for Complainant

EXHIBIT "A"

WARRANTY DEED

STATE OF ALABAMA)
COUNTY OF BALDWIN)

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, cash in hand paid to the undersigned by Harry Dugger, the receipt of which is hereby acknowledged, we the undersigned grantors, Laura Donaldson and her husband David Donaldson, have this day bargained and sold, and by these presents do hereby grant, bargain, sell and convey unto Harry Dugger, the following described tract or parcel of land, lying and being in Baldwin County, Alabama, and more particularly bounded and described as follows:

The Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Four (4), Township Eight (8) South, Range Four (4) East, containing forty (40) acres, more or less.

TO HAVE AND TO HOLD the said tract or parcel of land unto the said Harry Dugger, his heirs and assigns, in fee simple forever; and for the consideration aforesaid, we do for ourselves, for our heirs, executors and administrators, successors and assigns, covenant to and with the said Harry Dugger that we are lawfully seized and possessed in fee simple of said tract or parcel of land; that we have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, and that we will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 19th day of February, 1941.

WITNESSES:

Signed) Virginia E. Crenshaw
Signed) Orvis M. Brown.

(Signed) Laura Donaldson, (SEAL)
(Signed) David (X) Donaldson (SEAL)
His mark.

THE STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, Orvis M. Brown, a Notary Public, in and for said County, in said State, hereby certify that Laura Donaldson and her husband David Donaldson, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.
Seal)

And I do further certify that on the 19th day of February, 1941 came before me the within named Laura Donaldson known to me to be the wife of the within named David Donaldson, who, being by me examined separate and apart from the husband touching her signature to the within deed, acknowledged that she signed the same of her own free will and accord, and without fear, constraints or threats on the part of the husband.

Given under my hand and official seal of office this the 19th day of February, 1941.
Seal)

(Signed) Orvis M. Brown, Baldwin County
Notary Public, Ala. by Comm. Expires Apr. 21, 1943.

EXHIBIT "B"

J. P. CARRELL and FANNIE CARRELL,
Husband and wife,

-To-

LAURA DONALDSON

WARRANTY DEED

DATED: October 13th & 15th, 1934

ACKNOWLEDGED by J. P. Carrell
15th day of October, 1934 before
Lloyd An Magney, Notary Public,
Baldwin County, Alabama. Seal

ACKNOWLEDGED by Fannie Carrell
on October 13th, 1934 before
Mabel Kirkpatrick, Notary Pub-
lic, Howell County, Missouri.
Seal. Homestead acknowledgment
by wife.

FILED: November 10th, 1934

RECORDED IN DEED BOOK 56 NS

PAGE 234

CONSIDERATION: \$800.00

Conveys;-

" all of the following described real estate
in Baldwin County, Alabama, to-wit:

The Southwest Quarter (SW $\frac{1}{4}$) of the North-
east Quarter (NE $\frac{1}{4}$) of Section Four (4)
Township Eight (8) South, Range Four (4)
East, containing Forty (40) acres, more
or less"

EXHIBIT "C"

FRANCIS CRAPO and MARTHA CRAPO,
his wife,

To

J. P. CARROLL.

WARRANTY DEED

DATED: February 2nd, 1932

ACKNOWLEDGED SAME DAY

BEFORE NOTARY PUBLIC, BALDWIN
COUNTY, ALABAMA

GRANTOR MARRIED: YES

JOINT AND SEPARATE ACKNOWLEDG-
MENT

FILED: April 12th, 1932

RECORDED: 52 NS. Page 226

ALL SIGNORS NAME IN BODY OF
CONVEYANCE. YES

CONSIDERATION: \$1.00 Paid

WITNESSES: Two

CONVEYS:

In Baldwin County, Alabama, to-wit:

The Southwest Quarter (SW $\frac{1}{4}$) of the Northeast
Quarter (NE $\frac{1}{4}$) of Section Four (4), Township
Eight (8) South, Range Four (4) East, and
containing forty (40) acres, more or less.

EXHIBIT "D"

AGREEMENT

BOOK 49 NS, Page 321

FILED: October 6th, 1930.

STATE OF MISSISSIPPI
COUNTY OF HOWELL.

Francis Crapo and Martha Crapo, his wife, parties of the first part and Ira Crapo, party of the second part hereby enter into the following agreement in this the 27th day of August, 1930.

For and in consideration of the love and affections they have toward the party of the second part and for the care and attention and support to be given by the party of the second part during their death, both personal and real, wishing however, that their two sons Arthur and Charles Crapo shall have the sum of \$1.00 each out of said estate.

For this consideration the party of the second part agrees to take good care of his father and mother, the parties of the first part and to give them good support both as to clothing, food and shelter and that he will furnish them a good place to stay.

It is further agreed and understood that the parties of the first part shall have complete control of their property wherever located during their natural lives and shall have complete jurisdiction of same until their deaths, excepting that first parties only reserve 10 acres of ground out of the land he or they may have for his own use and the balance is to be controlled by second party as to kinds of crops to be raised on same.

Parties of the first part are to have possession of their property until their deaths, with the party of the second part.

One Witness:

Francis Crapo
Martha Crapo
Ira Crapo

Note: The above instrument is inserted hereas information only for examining attorneys.

T A X E S

SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of 4 - 8 - 4

1936: Marked Paid, Assessed Mrs. Laura Donaldson #2, Beat 14, Page 198
1937: Marked Paid, Assessed Mrs. Laura Donaldson, #2, Beat 14, Page 223
1938: Marked Paid, Assessed Mrs. Laura Donaldson #2, Beat 14, Page 219
1939: Marked Paid, Assessed Mrs. Laura Donaldson #2, Beat 14, Page 233
1940: Paid Assessed Mrs. Laura Donaldson #2, Beat 14, Page 247
12/31/40

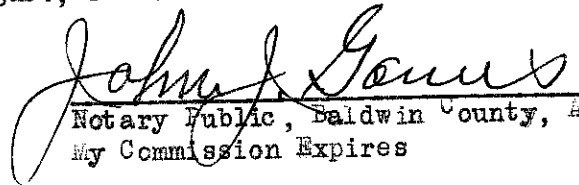
AFFIDAVIT

STATE OF ALABAMA)
COUNTY OF BALDWIN)

Personally appeared before me, John J. Ganus, a Notary Public in and for said state and county, Orvis M. Brown who, upon oath deposes and says; that he is the solicitor or agent for Harry Dugger, Complainant in the above styled cause and is therefore duly authorized to make this oath; that the facts stated in the foregoing Bill of Complaint upon his knowledge are true; that he is informed upon the facts stated upon information and belief as therein stated and verily believes and so states that the same are true.



Sworn to and subscribed before me, a Notary Public whose seal is hereto affixed this ^{4th} day of ^{September} August, 1941.


Notary Public, Baldwin County, Alabama
My Commission Expires

property: Southwest Quarter of the Northeast Quarter, Section 4, Township 3 South, Range 4 East, Baldwin County, Alabama, in his own right and fee simple; that no other person, firm or corporation has any interest, right or title, lien or encumbrance on said land. Liens or encumbrances on said land held by anyone other than the Complainant are hereby and herein declared null and void, and are decreed to be a cloud upon the title of Complainant and removed as such.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Register of the Circuit Court of Baldwin County, Alabama, in Chancery, shall file a certified copy of this decree in the Probate Office of Baldwin County, Alabama, to be recorded therein, and that it is to be indexed upon the records in the Office of the said Judge of Probate in the name of Ira Crapo, and in the reverse index in the name of Harry Dagger, and title stands in his name on the record.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Respondent pay the costs in this proceeding.

Dated this 26th day of December, 1941.

E. W. Hare
Judge of the 21st Judicial Circuit of Alabama

I, R. S. Duck, Register of the Circuit Court of Baldwin County, Alabama, do hereby certify that the foregoing is a correct copy of the original decree rendered by the Judge of the Circuit Court in the above stated cause, which said decree is on file and enrolled in my office.

Witness my hand and seal this the 26th day of December, 1941.


Register of Circuit Court, in Equity

property: Southwest Quarter of the Northeast Quarter, Section 4, Township 8 South, Range 4 East, Baldwin County, Alabama, in his own right and fee simple; that no other person, firm or corporation has any interest, right or title, lien or encumbrance on said land. Liens or encumbrances on said land held by anyone other than the Complainant are hereby and herein declared null and void, and are decreed to be a cloud upon the title of Complainant and removed as such.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Register of the Circuit Court of Baldwin County, Alabama, in Chancery, shall file a certified copy of this decree in the Probate Office of Baldwin County, Alabama, to be recorded therein, and that it is to be indexed upon the records in the Office of the said Judge of Probate in the name of Ira Crapo, and in the reverse index in the name of Harry Dugger, and title stands in his name on the record.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Respondent pay the costs in this proceeding.

Dated this 26th day of December, 1941.

J. W. Hare
Judge of the 21st Judicial Circuit of Alabama

DECREE

HARRY DUGGER,)	
)	
Complainant.	)	IN THE CIRCUIT COURT OF
)	
vs.	)	BALDWIN COUNTY, ALABAMA
)	
IRA CRAPO,	)	IN EQUITY.
)	
Respondent.)	

This cause is submitted on the original Bill of Complaint, notice by personal service, Motion for Decree Pro Confesso and Decree Pro Confesso against the Respondent named in said Bill and the testimony of Harry Dugger, Laura Donaldson and J. P. Carroll. The pleadings and evidence in this case show that the lands described as the Southwest Quarter of the Northeast Quarter of Section 4, Township 8 South, Range 4 East, in Baldwin County, Alabama, which said lands have been assessed by and the taxes paid by Laura Donaldson since 1935, and the two years previous to this, this land was assessed by and the taxes paid by J. P. Carroll; and that the said Harry Dugger received title to this property by Warranty Deed from Laura Donaldson, which said Warranty Deed is dated February 19, 1941, and is held in Escrow by Orvis M. Brown, Attorney at Law, until the balance of purchase price is paid in full. That the property described in this deed to Harry Dugger is the Southwest Quarter of the Northeast Quarter, Section 4, Township 8 South, Range 4 East, Baldwin County, Alabama, containing forty acres, more or less. That Laura Donaldson received title to this property from Warranty Deed dated October 13, 1934, which said deed is recorded in Deed Book 56 N. S., page 234, of the Probate Records of Baldwin County, Alabama, from J. P. Carroll and Fannie Carroll, husband and wife; that J. P. Carroll received title to this property from Francis Crapo and Martha Crapo by Warranty Deed dated February 2, 1932, which said deed is recorded in Deed Book 52 N. S., page 226, of the Probate Records of Baldwin County, Alabama; that at the time Francis Crapo and Martha Crapo executed this deed to J. P. Carroll, there was of record an Agreement between Francis Crapo, Martha Crapo, and Ira Crapo, which said Agreement was recorded in Deed Book 49 N. S., page 321, of the Probate Records of Baldwin County, Alabama.

By the terms of the said Agreement it provided "It is further agreed and understood that the parties of the first part shall have complete control of their property wherever located, during their natural lives, and shall have complete jurisdiction of the same until their deaths, excepting that first parties only reserve ten acres of ground out of the land he or they may have for his own use, and the balance is to be controlled by second party as to kind of crops to be raised on the same. Parties of the first part are to have possession of their property until their deaths with the party of the second part." The evidence shows that this instrument or agreement does not refer to, in any manner, the lands now under consideration. That was an Agreement of care and support entered into by the father, mother and son, specifying that ten acres of land was to be used for the sole purpose and desire of the father and mother, but with complete control to be vested in the son upon their death. The evidence shows that at the time the father and mother, Francis Crapo and Martha Crapo, sold this land to J. P. Carroll, in February, 1932, that the same son, Ira Crapo, was present and made all arrangements for the closing of the sale of this land and that the sale was made with his full knowledge and as arranged by him. The evidence shows that, at the time, Ira Crapo did not claim any right, title or interest in this property.

J. P. Carroll conveyed this property to Laura Donaldson as shown by the evidence, and Laura Donaldson at this time, conveyed the property to Harry Dugger and, at this time, Ira Crapo is claiming some right, title or interest in or cloud upon the title to this property by reasons of the instrument or agreement above referred to. The evidence shows that Ira Crapo has not, at any time, paid taxes or assessed or been in possession of this property, and further that no suit is pending to test Complainant's title to, interest in, or right of possession of said land, that said property stands in the name of Harry Dugger, the property being described as the Southwest Quarter of the Northeast Quarter, Section 4, Township 8 South, Range 4 East, containing forty acres, more or less.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the said Complainant, Harry Dugger, is the absolute owner of the following described

DECREE

HARRY DUGGER,

Complainant.

vs.

IRA CRAPO,

Respondent.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY.

This cause is submitted on the original Bill of Complaint, notice by personal service, Motion for Decree Pro Confesso and Decree Pro Confesso against the Respondent named in said Bill and the testimony of Harry Dugger, Laura Donaldson and J. P. Carroll. The pleadings and evidence in this case show that the lands described as the Southwest Quarter of the Northeast Quarter of Section 4, Township 8 South, Range 4 East, in Baldwin County, Alabama, which said lands have been assessed by and the taxes paid by Laura Donaldson since 1935, and the two years previous to this, this land was assessed by and the taxes paid by J. P. Carroll; and that the said Harry Dugger received title to this property by Warranty Deed from Laura Donaldson, which said Warranty Deed is dated February 19, 1941, and is held in Escrow by Orvis M. Brown, Attorney at Law, until the balance of purchase price is paid in full. That the property described in this deed to Harry Dugger is the Southwest Quarter of the Northeast Quarter, Section 4, Township 8 South, Range 4 East, Baldwin County, Alabama, containing forty acres, more or less. That Laura Donaldson received title to this property from Warranty Deed dated October 13, 1934, which said deed is recorded in Deed Book 56 N. S., page 234, of the Probate Records of Baldwin County, Alabama, from J. P. Carroll and Fannie Carroll, husband and wife; that J. P. Carroll received title to this property from Francis Crapo and Martha Crapo by Warranty Deed dated February 2, 1932, which said deed is recorded in Deed Book 52 N. S., page 225, of the Probate Records of Baldwin County, Alabama; that at the time Francis Crapo and Martha Crapo executed this deed to J. P. Carroll, there was of record an Agreement between Francis Crapo, Martha Crapo, and Ira Crapo, which said Agreement was recorded in Deed Book 49 N. S., page 321, of the Probate Records of Baldwin County, Alabama.

By the terms of the said Agreement it provided "It is further agreed and understood that the parties of the first part shall have complete control of their property wherever located, during their natural lives, and shall have complete jurisdiction of the same until their deaths, excepting that first parties only reserve ten acres of ground out of the land he or they may have for his own use, and the balance is to be controlled by second party as to kind of crops to be raised on the same. Parties of the first part are to have possession of their property until their deaths with the party of the second part." The evidence shows that this instrument or agreement does not refer to, in any manner, the lands now under consideration. That was an Agreement of care and support entered into by the father, mother and son, specifying that ten acres of land was to be used for the sole purpose and desire of the father and mother, but with complete control to be vested in the son upon their death. The evidence shows that at the time the father and mother, Francis Crape and Martha Crape, sold this land to J. P. Carroll, in February, 1932, that the same son, Ira Crape, was present and made all arrangements for the closing of the sale of this land and that the sale was made with his full knowledge and as arranged by him. The evidence shows that, at the time, Ira Crape did not claim any right, title or interest in this property.

J. P. Carroll conveyed this property to Laura Donaldson as shown by the evidence, and Laura Donaldson at this time, conveyed the property to Harry Dugger and, at this time, Ira Crape is claiming some right, title or interest in or cloud upon the title to this property by reasons of the instrument or agreement above referred to. The evidence shows that Ira Crape has not, at any time, paid taxes or assessed or been in possession of this property, and further that no suit is pending to test Complainant's title to, interest in, or right of possession of said land, that said property stands in the name of Harry Dugger, the property being described as the Southwest Quarter of the Northeast Quarter, Section 4, Township 8 South, Range 4 East, containing forty acres, more or less.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the said Complainant, Harry Dugger, is the absolute owner of the following described

THE STATE OF ALABAMA,
Baldwin County

CIRCUIT COURT

TO Mina Lee Whitley

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

Harry Dugger, Laura Donaldson and J. P. Carroll

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

Harry Dugger

Complainant

and Ira Crapo

Defendant,

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

Witness the 15th day of December, 19 41.

R. Dugger

REGISTER

Commissioner's Fee \$ 7.50

Witness' Fees, \$ _____

in the Probate Records, Volume 52 of Deed Books, page 226. At the time of the execution of this deed, my son, Ira Crapo, was present and knew all about it and agreed at the time to the agreement referred to, recorded in Deed Book 49 N. S., page 321, of the Probate Records of Baldwin County, Alabama, bearing date of August 27, 1930, was set aside by us and we all agreed to and did move from Baldwin County, Alabama. We returned to reside in Missouri and later my son, Ira Crapo, located at Fayette, Alabama, in Fayette County, Alabama, and from that date hence has contributed nothing whatsoever to my support, and the agreement which we had as to support was cancelled between us and was of no further force and effect.

While we resided in Baldwin County, Alabama, my son, Ira J. Crapo, did reside with us, but affiant supported himself and the mutual work of all the parties went to the support of the family, but my son, Ira J. Crapo, did not support me and my wife as he recited in the affidavit which he obtained my signature to under a mistake of facts, which affidavit is dated May 21st, 1941.

Frank Crapo
Francis Crapo

Sworn to and subscribed to before me, this 31st day of October, 1941.

S E A L

J. L. Bess
Notary Public
My Commission Expires: Jan. 12, 1943

"EXHIBIT A"

THE STATE OF MISSOURI)
) SS.
COUNTY OF HOWELL.)

Before me, Judge and Ex-Officio Clerk of the Probate Court, a Notary Public, in and for said County, in said State, personally appeared, Francis Crapo, who is known to me, who being by me, first duly sworn, on oath deposes and says that his name is Francis Crapo, that he now resides in the City of West Plains in the County of Howell and State of Missouri, where he has lived for the past several years; that one Ira J. Crapo, who residing in Fayette County, Alabama, is his son; that prior to and on the 25th day of June, 1929, affiant owned and was in the possession of certain farm lands located in Howell County, Missouri and that at that date and prior thereto, affiant and his son, Ira J. Crapo, both resided in said last named County.

Affiant further deposes and says that on the 25th day of June, 1929, affiant and his wife, Martha Crapo, executed to his son, in the presence of O. P. A. Heinrich and L. M. Hyder, as witnesses, a certain instrument in writing agreeing to and conveying unto said son, the lands owned and possessed by affiant in said Howell County, in consideration of said son caring for, attending and supporting him and his wife, said Martha Crapo, which said contract or conveyance is now in the custody of said Ira Crapo; that said son did care for him and his wife in an entirely satisfactory and agreeable manner under this agreement until affiant later traded his farm in Howell County, Missouri, for a forty acre tract of land in Baldwin County, Alabama, described as follows, viz:

The SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 4, Township 8 South, Range 4 East, situated, lying and being in Baldwin County, Alabama, and containing 40 acres, more or less.

After said trade above mentioned was made, and at the same time, or in anticipation thereof, that affiant and his wife executed a deed to the man who got his land in Missouri and received one from him to the lands above described, lying in said Baldwin County, affiant and his wife executed a similar instrument to his said son, under date of August 27, 1930, and containing practically the same stipulations and purpose of my wife and I executing the second instrument to my son being that it was made for application to the recently acquired lands in the State of Alabama.

Affiant further deposes and says that he, his wife, and his said son, Ira J. Crapo, and his wife, in September of the said year, 1930, moved to said Baldwin County, Alabama, and resided on this parcel of land above described; that his said son, Ira J. Crapo, cared for, attended to and supported affiant and his wife as long as they remained on the above described land, in a manner completely satisfactory to affiant and his wife, both,

(Signed) Francis Crapo

Sworn to and subscribed
before me, this 21st day of May,
1941.
My Commission expires December 31st,
1942.

G. J. Farrell, Judge and Ex Office
Clerk of the Probate Court.

Filed: May 26th, 1941.

Recorded:

Seal:

"EXHIBIT B"

STATE OF MISSOURI,)
 :
COUNTY OF HOWELL.)

Before me, Notary Public in and for said County in said State, personally appeared Frank Crapo, who is known to me and who being by me first duly sworn, on oath deposes and says that his name is Frank Crapo; that he now resides in the City of West Plains, in the County of Howell and State of Missouri, where he has lived for the past several years.

Affiant further deposes and says that on the 21st day of May, 1941, he signed an affidavit which was prepared by his son, Ira J. Crapo, who resides at Fayette, in Fayette County, Alabama, and which affidavit was mailed to the affiant for his signature, and the affiant believing that his son, Ira Crapo, had the affidavit prepared true and correct, signed and executed the affidavit through a misapprehension of the true facts and that it has now come to the affiant's attention that the affidavit was not correctly drawn to state the true facts and further, that your affiant did, by letter dated July 1st, 1941, addressed to Ira Crapo, Fayette, Alabama, request that Ira Crapo see an attorney at once and straighten out the title to the land hereinafter described, in which letter affiant recited that Ira Crapo well knew that he had not contributed anything to the support of the affiant since he lived in Alabama, which date was around February, 1932; and, in which letter the affiant refreshed the memory of Ira Crapo that Ira Crapo had surrendered the contract which was executed August 27, 1930 and, at the same time, returned to your affiant the deed to the land hereinafter referred to. In my letter to Ira Crapo, Fayette, Alabama, dated July 1st, 1941, I called my son's attention to the fact that he had obtained my signature to the affidavit to the effect that he was still supporting or contributing to my support, which statement I did not understand and which facts are not true as my son, Ira Crapo, has not contributed to my support since I left Baldwin County, Alabama, in the Spring of 1932.

In the affidavit which I signed for my son, Ira J. Crapo, on May 31st, 1941, the facts recited in the second paragraph thereof to the effect that my son, Ira Crapo, performed satisfactorily under this agreement, are not true in their entirety. He did live with me but only partially supported me and when we moved to Missouri, this agreement between us was cancelled and still remains cancelled as of this date.

The land now in consideration, about which this affidavit pertains, is a certain forty acre tract of land in Baldwin County, Alabama, described as follows, to-wit:

The Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ of NE $\frac{1}{4}$),
Section Four, Township Eight South of Range Four East, con-
taining 40 acres, more or less, in Baldwin County, Alabama.

On August 27, 1930, my wife and I being of the impression that my son, Ira Crapo and his wife would reside with us and take care of us for the balance of our lives, entered into an agreement which said agreement is of record in Baldwin County, Alabama, in Deed Book 49 N. S., page 321, and in which agreement, we recited that in consideration of the love and affection of my son, Ira Crapo, and care, attention and support to be given by Ira Crapo to us, that both personal and real property was to be under the control of Ira Crapo after our natural lives had expired but this agreement specifically provided in the fourth paragraph thereof that we should have complete control of our property regardless of wherever located and complete jurisdiction thereof, but that our son, Ira Crapo, could have the use of ten acres of ground to plant whatever kind of crops that he desired to raise. Later on it proved out that we could not make a success of farming in Baldwin County, Alabama, and on February 2, 1932, affiant and my wife, Martha Crapo, conveyed by warranty deed the property above referred to to one J. P. Carroll, which deed is recorded

The State Of Alabama
Baldwin County

Circuit Court of Baldwin County, In Equity.

To Any Sheriff of the State of Alabama—GREETINGS:

WE COMMAND YOU, That you summon
IRA CRAPO

of Route One, Fayette, Alabama
1 1/2 miles West of Bluff County, to be and appear before the Judge of the Circuit
Court of Baldwin County, exercising Chancery jurisdiction, within thirty days after the service of
Summons, and there to answer, plead or demur, without oath, to a Bill of Complaint lately exhibited
by

HARRY DUGGER,

against said IRA CRAPO

and further to do and perform what said Judge shall order and direct in that behalf. And this the
said Defendant shall in no wise omit, under penalty, etc. And we further command that you return
this writ with your endorsement thereon, to our said Court immediately upon the execution thereof.

WITNESS, R. S. Duck, Register of said Circuit Court, this 4th day of
September, 194 1.

R. S. Duck, Register

N. B.—Any party defendant is entitled to a copy of the bill upon application to the Register.

BILL OF COMPLAINT

HARRY DUGGER, Complainant)	
	)	IN THE CIRCUIT COURT OF
vs	)	BALDWIN COUNTY, ALABAMA
IRA CRAPO,	)	IN EQUITY:
Defendant.)	

Comes your Complainant and shows this his Bill of Complaint against Ira Crapo Respondent who claims same title, right, interest or lien or incumbrance upon the lands described as

The Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Four (4), Township Eight (8) South, Range Four (4) East in Baldwin County, Alabama.

And Complainant further respectfully shows unto your Honor as follows:

ONE

That he is in the actual peaceful possession of the said tract of land heretofore mentioned and has been for the past seven (7) months, claiming to own the same in his own right and fee simple for seven (7) months and that he has been in the actual peaceful possession under the former owner for the past two (2) years.

TWO

That no suit is pending to test title to, interest in or right to possession of said land.

THREE

Complainant further shows that he claims the entire fee simple title in and to the said lands having acquired the same as per attached copy of Deed which is marked and made exhibit "A" and made a part of the same;

FOUR

Complainant further shows unto your Honor that the title of said land at this time stands in the name of Harry Dugger which said Deed is marked exhibit "A" and is held in escrow by Orvis M. Brown, Attorney, Robertsdale, Alabama on behalf of your Complainant and that the title of the said lands stands on the record of the Probate Court of Baldwin County, Alabama in the name of Laura Donaldson who conveyed to your Complainant. Your Complainant further shows unto your Honor that previous to Laura Donaldson this property was owned by J. P. Carroll and Fannie Carroll who conveyed by Warranty Deed

-page two-

to Laura Donaldson on October 13th, 1934, an abstract sheet of such deed is hereto attached and marked exhibit "B" and made a part hereof. Your Complainant further shows unto your Honor that J. P. Carroll was the previous owner of this property and purchased the same by Warranty Deed from Frances Crapo and Martha Crapo by Warranty Deed dated February 2nd, 1932, an abstract sheet of which is hereto attached and marked exhibit "C" and made a part hereof. Your Complainant further shows unto your Honor that during the time Frances Crapo and Martha Crapo owned this property they executed an agreement in writing, a copy of which agreement is hereto attached and marked exhibit "D" and is made a part hereof of this Complaint. Under the terms of said agreement between Frances Crapo and Martha Crapo and Ira Crapo, Respondent, Ira Crapo is reputed to claim some right, title or interest or incumbrance upon the said land of your Complainant. And your Complainant respectfully calls upon the said Ira Crapo, Respondent to set forth and specify his right, title, claim, interest or incumbrance upon the said land above described and how and by what instrument the same was derived and created;

FIVE

Complainant further shows unto your Honor that the above named individual, Ira Crapo, Respondent has not assessed or paid taxes upon the aforesaid land during the past ten (10) years and during the past ten (10) years taxes were paid and assessed on this property in the name of Frances, Crapo, J. P. Carroll and Laura Donaldson and since 1935 this land has been assessed by Laura Donaldson and the taxes paid on this property in the name of Laura Donaldson and no one else. And your Complainant shows further that during the past ten (10) years no one has been in the actual possession of this land aforesaid under any claim or title from or in the name of the Respondent to this Bill of Complaint and that your Complainant has been in the actual peaceful possession of the same and those under whom he claims for the past ten (10) years.

SIX

Complainant further shows unto your Honor that he knows of no one other than himself who has been in actual possession of said land and that no one is known to your Complainant to claim this land or any part thereof or any interest therein except the Complainant and the Respondent in this proceeding and your Complainant calls upon the Respondent herein to set forth

-page three-

and specify his title, claim, interest or incumbrance upon the said land and how and by what instrument the same is derived and created. That Complainant has made a dilligent inquiry and investigation and has made a complete Abstract of Title to the said real estate on the Record of Baldwin County, Alabama and that he has made a dilligent inquiry in the neighborhood of said land as to the ownership and possession of same and whereabouts of any and all persons who are interest in said land or may be interest in the same or claim any interest therein. That in making said inquiry in the neighborhood of said land he has inquired of old settlers and people who are acquainted with the history of the community and the residence so far as your Complainant has learned of Ira Crapo is Fayette, Alabama, Route One, One and One Half ($1\frac{1}{2}$) miles west of Bluff, which is a small rural community.

SEVEN

Complainant further shows unto your Honor that he received title to the above described property by Warranty Deed dated February 19th, 1941 and executed by Laura Donaldson and her husband David Donaldson, a copy of which is hereto attached and marked exhibit "A". That Laura Donaldson received title to this property from J. P. Carroll and Fannie Carroll under Warranty Deed dated October 13th, 1934, a copy of which is hereto attached and marked exhibit "B" and that J. P. Carroll received title to this property by Warranty Deed dated February 2nd, 1932 from Frances Crapo and Martha Crapo, a copy of which deed is hereto attached and marked exhibit "C". There appears of record an agreement filed October 6th, 1930 between Frances Crapo and Martha Crapo and Ira Crapo, a copy of which is hereto attached and marked exhibit "D" and which said agreement constitutes a cloud upch the title of the above described lands and that it is necessary that this action be taken in order to clear the title of the above described property from this shadow on the title and other incumbrance which may be against the title to the above described land.

PRAYER FOR PROCESS


To the end therefore that equity may be had in the premises, Complainant prays that your Honor will cause the usual writ of process to issue to the above name Respondent in the usual form and according to the practice of this Honorable Court require him to plead, answer or demur to the same within the time required by law and the practice of this Honorable Court

-page four-

make him a party to this Bill of Complaint requiring him to plead, answer or demur to the same within the time required by law.

PRAYER FOR RELIEF

And complainant prays further that upon the hearing of this cause your Honor will be pleased to establish complete right of title to and will decree that Complainant is the owner in fee simple of said lands above described and that no other person has any title to or interest in or lien or incumbrance upon said land or any part thereof and in the said decree your Honor will cause a certified copy of the decree to be filed in the Probate Office of Baldwin County Alabama and to be recorded therein and that the said decree will direct in whose name it shall be indexed in the Direct Index and in whose name it shall be indexed in the Indirect Index in the records therein in the said Probate Office of Baldwin County, Alabama and Complainant prays further that such other, further or different and general relief be given him as in equity may seem just and meet and Complainant will ever pray. And Complainant prays further that the cost in this procedure including a reasonable solicitor's fee be taxed upon the Respondent.


Solicitor for Complainant

FOOT NOTE: All persons claiming any title to, interest in lien or incumbrance upon the property described in the foregoing Bill of Complaint or any part thereof will be requested to answer from paragraph One to Seven, inclusive, but answer under oath is hereby expressly waived.


Solicitor for Complainant

EXHIBIT "A"

WARRANTY DEED

STATE OF ALABAMA)
COUNTY OF BALDWIN)

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, cash in hand paid to the undersigned by Harry Dugger, the receipt of which is hereby acknowledged, we the undersigned grantors, Laura Donaldson and her husband David Donaldson, have this day bargained and sold, and by these presents do hereby grant, bargain, sell and convey unto Harry Dugger, the following described tract or parcel of land, lying and being in Baldwin County, Alabama, and more particularly bounded and described as follows:

The Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section four (4), Township Eight (8) South, Range Four (4) East, containing forty (40) acres, more or less.

TO HAVE AND TO HOLD the said tract or parcel of land unto the said Harry Dugger, his heirs and assigns, in fee simple forever; and for the consideration aforesaid, we do for ourselves, for our heirs, executors and administrators, successors and assigns, covenant to and with the said Harry Dugger that we are lawfully seized and possessed in fee simple of said tract or parcel of land; that we have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, and that we will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 19th day of February, 1941.

WITNESSES:

(Signed) Virginia E. Crenshaw
(Signed) Orvis M. Brown.
(Signed) Laura Donaldson, (SEAL)
(Signed) David (X) Donaldson (SEAL)
His mark.

(THE STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, Orvis M. Brown, a Notary Public, in and for said County, in said State, hereby certify that Laura Donaldson and her husband David Donaldson, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.
(Seal)

And I do further certify that on the 19th day of February, 1941 came before me the within named Laura Donaldson known to me to be the wife of the within named David Donaldson, who, being by me examined separate and apart from the husband touching her signature to the within deed, acknowledged that she signed the same of her own free will and accord, and without fear, constraints or threats on the part of the husband.

Given under my hand and official seal of office this the 19th day of February, 1941.

(Seal)

(Signed) Orvis M. Brown,
Notary Public, Baldwin County
Ala. My Comm. Expires Apr. 2, 1943.

EXHIBIT "B"

J. P. CARRELL and FANNIE CARRELL,
Husband and wife,

-To-

LAURA DONALDSON

WARRANTY DEED

DATED: October 13th & 15th, 1934
ACKNOWLEDGED by J. P. Carrell
15th day of October, 1934 before
Lloyd An Magney, Notary Public,
Baldwin County, Alabama. Seal
ACKNOWLEDGED by Fannie Carrell
on October 13th, 1934 before
Mabel Kirkpatrick, Notary Pub-
lic, Howell County, Missouri.
Seal. Homestead acknowledgment
by wife.

FILED: November 10th, 1934
RECORDED IN DEED BOOK 56 NS
PAGE 234
CONSIDERATION: \$800.00

Conveys:-

" all of the following described real estate
in Baldwin County, Alabama, to-wit:

The Southwest Quarter (SW $\frac{1}{4}$) of the North-
east Quarter (NE $\frac{1}{4}$) of Section Four (4)
Township Eight (8) South, Range Four (4)
East, containing Forty (40) acres, more
or less"

EXHIBIT "C"

FRANCIS CRAPO and MARTHA CRAPO,
his wife,

To

J. P. CARROLL.

WARRANTY DEED

DATED: February 2nd, 1932

ACKNOWLEDGED SAME DAY

BEFORE NOTARY PUBLIC, BALDWIN
COUNTY, ALABAMA

GRANTOR MARRIED? YES

JOINT AND SEPARATE ACKNOWLEDG-
MENT

FILED: April 12th, 1932

RECORDED: 52 NS. Page 226

ALL SIGNORS NAME IN BODY OF
CONVEYANCE. YES

CONSIDERATION: \$1.00 Paid

WITNESSES: Two

CONVEYS:

In Baldwin County, Alabama, to-wit:

The Southwest Quarter (SW $\frac{1}{4}$) of the Northeast
Quarter (NE $\frac{1}{4}$) of Section Four (4), Township
Eight (8) South, Range Four (4) East, and
containing forty (40) acres, more or less.

EXHIBIT "D"

AGREEMENT
BOOK 49 NS, Page 321
FILED: October 6th, 1930.

STATE OF MISSISSIPPI
COUNTY OF HOWELL.

Francis Crapo and Martha Crapo, his wife, parties of the first part and Ira Crapo, party of the second part hereby enter into the following agreement in this the 27th day of August, 1930.

For and in consideration of the love and affections they have toward the party of the second party and for the care and attention and support to be given by the party of the second part during their death, both personal and real, wishing however, that their two sons Arthur and Charles Crapo shall have the sum of \$1.00 each out of said estate.

For this consideration the party of the second part agrees to take good care of his father and mother, the parties of the first part and to give them good support both as to clothing, food and shelter and that he will furnish them a good place to stay.

It is further agreed and understood that the parties of the first part shall have complete control of their property wherever located during their natural lives and shall have complete jurisdiction of same until their deaths, excepting that first parties only reserve 10 acres of ground out of the land he or they may have for his own use and the balance is to be controlled by second party as to kinds of crops to be raised on same.

Parties of the first part are to have possession of their property until their deaths, with the party of the second part.

One Witness:

Francis Crapo
Martha Crapo
Ira Crapo

Note: The above instrument is inserted hereas information only for examining attorneys.

T A X E S

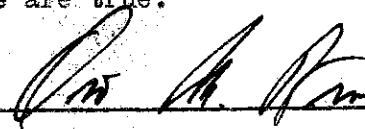
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of 4 - 8 - 4

1936: Marked Paid, Assessed Mrs. Laura Donaldson #2, Beat 14, Page 198
1937: Marked Paid, Assessed Mrs. Laura Donaldson, #2, Beat 14, Page 223
1938: Marked Paid, Assessed Mrs. Laura Donaldson #2, Beat 14, Page 219
1939: Marked Paid, Assessed Mrs. Laura Donaldson #2, B eat 14, Page 233
1940: Paid Assessed Mrs. Laura Donaldson #2, Beat 14, Page 247
12/31/40

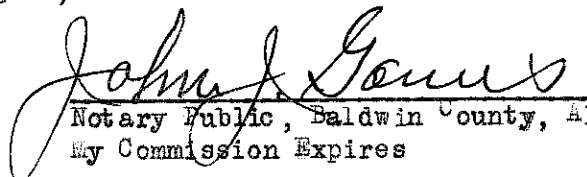
AFFIDAVIT

STATE OF ALABAMA)
COUNTY OF BALDWIN)

Personally appeared before me, John J. Ganus, a Notary Public in and for said state and county, Orvis M. Brown who, upon oath deposes and says; that he is the solicitor or agent for Harry Dugger, Complainant in the above styled cause and is therefore duly authorized to make this oath; that the facts stated in the foregoing Bill of Complaint upon his knowledge are true; that he is informed upon the facts stated upon information and belief as therein stated and verily believes and so states that the same are true.



Sworn to and subscribed before me, a Notary Public whose seal is hereto affixed this 4th day of August, 1941.



Notary Public, Baldwin County, Alabama
My Commission Expires

ORAL EXAMINATION

I, Wina Lee Whitley, as Register and Commissioner hereby certify that the foregoing deposition— on Oral Examination was taken down in writing by me in the words of the witness~~es~~ and read over to them and they signed the same in the presence of myself and Orvis M. Brown

at the time and place herein mentioned; that I have personal knowledge of personal identity of said witness~~es~~ or had proof made before me of the identity of said witness~~es~~; that I am not of counsel or of kin to any of the parties to said cause, or any manner interested in the result thereof.

I enclose the said Oral Examination in an envelope to the Register of said Court.

Given under my hand and seal, this 17th day of December, 19 41.

Wina Lee Whitley (L. S.)

No. _____	Page _____
THE STATE OF ALABAMA	
Baldwin County	
IN CIRCUIT COURT, IN EQUITY	
<u>HARRY DUGGER</u>	Complainant
<u>IRA CRAPO</u>	Vs.
_____	Respondent
ORAL DEPOSITION	
Filed _____	19 _____
_____	Register
RECORDED IN	
_____	Record
Vol. _____	Page _____
_____	Register

THE STATE OF ALABAMA
Baldwin County

Circuit Court of Baldwin County, Alabama,
(In Equity)

HARRY DUGGER

COMPLAINANT

VS.

IRA CRAPO

RESPONDENT

I, Mina Lee Whitley

as Register and Commissioner

have called and caused to come before me Harry Dugger, Laura Donaldson and J. P. Carroll

witnesses named in the Requirement for Oral Examination, on the 17th day of December

1941, at the office of Orvis M. Brown, Attorney at Law

in Robertsdale, Alabama, and having first sworn said witnesses to speak the truth,

the whole truth, and nothing but the truth, the said Harry Dugger, Laura Donaldson and

J. P. Carroll

doth depose and say as follows:

TESTIMONY OF
Harry Dugger

My name is Harry Dugger. I am a resident of Foley, Baldwin County, Alabama and have been residing at this place since 1912. I am the present owner of the land described as the Southwest 1/4 of the Northeast 1/4, Section 4, Township 8 South, Range 4 East, Baldwin County, Alabama. I purchased this property from Laura Donaldson and her husband, David Donaldson, on February 19th, 1941. The deed to this property is held in Escrow by Orvis M. Brown, Attorney at Law, Robertsdale, Alabama. There is still a balance due on the purchase price on the property, therefore, the record title still shows in Laura Donaldson and David Donaldson, but I am in the actual peaceable possession of this property and have been since December 4, 1937, and during the time that I have been in the actual possession of this property no one has, at any time, come on the property or in anyway interfered with my possession thereto. It has at this time come to my knowledge by an Affidavit which was filed by Ira J. Crapo on May 26, 1941 in the Deed Records of Baldwin County, Alabama, that Ira Crapo is claiming some interest in the above described property under a certain instrument between himself and Francis and Martha Crapo, his father and mother, which said instrument of Agreement appears of record in the Probate Records of Baldwin County, Alabama in Book 49 NS, at page 321, which said instrument is set forth in my Complaint as Exhibit "D". At the time this Agreement was made, Francis Crapo, Martha Crapo and their son, Ira Crapo, were residing in Missouri according to this agreement, and owned property in this place and this Agreement was made and pertained to property in the State of Missouri. At a later date, the property in the State of Missouri was sold and land was purchased in Baldwin County, Alabama, which land was purchased on August 22, 1930, and is the land now under consideration. This land was purchased from J. C. Haggard and Sarah F. Haggard, which said deed is recorded in Deed Book 49 NS, page 318, of the Deed Records of Baldwin County, Alabama. Later, during the year 1932, namely, on February 2, 1932, Francis Crapo and Martha Crapo, his wife, conveyed this property by Warranty Deed to J. P. Carroll and, at this time, Ira Crapo was present and knew all the details of the transaction. Later on this deed is set forth in my Bill of Complaint as Exhibit "C". Later on, namely, October 13, 1934, J. P. Carroll and Fannie Carroll conveyed this property by Warranty Deed to Laura Donaldson which said deed is recorded in Deed Book 56 NS, page 234, and is marked Exhibit "B" of my Complaint and Laura Donaldson and her husband conveyed to me by the

deed already referred to which is marked Exhibit "A" in my Complaint and held in Escrow as above set forth. The Affidavit referred to in my Testimony as being recorded on May 26th, 1941, a copy of which is herewith attached to my Testimony and marked Exhibit "A", the purpose of which is to show the contents of the affidavit in full and also to show to the Court a more recent Affidavit which shows that the signature of this Exhibit "A" of my Testimony was obtained by misrepresentation by the son of Francis Crapo, namely, Ira Crapo, for the purpose of making a cloud on my title. A copy of the last Affidavit is hereto attached and marked Exhibit "B" of my Testimony. There is no suit pending to test the title to this property or the right of purchase to this land at this time.

The taxes on this property for the last ten years have been paid by J. P. Carroll and Laura Donaldson and no one else has, at any time, assessed or paid taxes on this property or been in possession of the same.

Harry Dugger

TESTIMONY OF

Laura Donaldson

My name is Laura Donaldson. I am a resident of Foley, Baldwin County, Alabama and have been for the last thirty years. Until February 19, 1941, I was the owner of the land described as the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Section 4, Township 8 South, Range 4 East, Baldwin County, and have been in possession of this property since I purchased the same from J. P. Carroll and Fannie Carroll on October 13th, 1934. A copy of the deed from Carroll to me is shown by Exhibit "B" of Harry Dugger's Complaint and a copy of my deed to Dugger is shown as Exhibit "A" in Harry Dugger's Complaint against Ira Crapo. During the time which I have been in possession of this property no one has, at any time, interfered with my possession and no one has assessed or paid taxes on this property during the time which I have owned the same, but since I have owned this property, in October, 1934, I have continuously assessed and paid taxes thereon as shown by Exhibit "E" to the Complaint of Harry Dugger. I was acquainted with Francis Crapo and Martha Crapo and know of my own personal knowledge that often times Francis Crapo signed his name as Frank Crapo, and I know of my own personal knowledge that Francis and Frank Crapo are one and the same, and the husband of Martha Crapo. I knew the Crapos at the time they resided in Baldwin County, Alabama and at the time they owned this property. I know further that during the time that I owned the property no suit was pending to test my right of possession or the legal title thereto and, at the time, I purchased the property, I obtained a Warranty Deed thereto and, at the time I sold the property to Harry Dugger, I conveyed to him all my rights of possession and I had given him possession of this property three years previously to the time I executed the deed conveying the legal title.

Laura Donaldson

TESTIMONY OF

J. P. CARROLL

My name is J. P. Carroll. I am a resident of Baldwin County, Alabama and have been for the last ten years, and I reside at Foley, Alabama. I am familiar with the property described as the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Section 4, Township 8 South, Range 4 East, Baldwin County, Alabama, and at one time, owned this property. I purchased this property from Francis Crapo and Martha Crapo by Warranty Deed which is filed in Book 52 NS, page 226 of the Deed Records of Baldwin County, Alabama, which deed was filed for record April 12, 1932. At the time I purchased this property from Francis and Martha Crapo, there was present the son of Francis and Martha Crapo named Ira Crapo. Ira Crapo made all the arrangements for the sale of the property to me as his father's health was not so good and his mother was practically helpless, therefore, Ira Crapo did all the contacting of me and made the definite arrangements for the time at which the deed should be executed and, at this time, nothing was said by Ira Crapo as to his having any claim on this land but, on the contrary, I inquired if the title to this property was good and Ira Crapo informed me that the title was good, free and clear of all encumbrances except the mortgage which was held by J. C. Haggard and Sarah F. Haggard and that said mortgage was cancelled by J. C. Haggard and Sarah F. Haggard on February 26, 1932, which was twenty-four days after I purchased the property. At the time I purchased this property, Ira Crapo told me that it was free from all claims and he did not mention at the time anything about an agreement which he had with his father concerning the

land that his father might own after he died and as to any title that might pass to him after his father's death, but he was present and made all arrangements for the sale of this property and told me that all the rights were being conveyed at this time. I immediately went into possession of this property and paid taxes on the same until I sold it to Laura Donaldson on October 13, 1934, and during the time which I owned the land I had actual possession of this land and at no time did any person claim any right, title or interest therein and my possession was not interfered with at any time. When I conveyed the property Laura Donaldson, I immediately delivered possession to her and I know that she remained in possession of this property until she delivered the actual possession to Harry Dugger and that he has remained in actual possession of this property until this date, peaceably and undisturbed.

J P Donaldson

The State of Alabama,
Baldwin County.

No. _____ CIRCUIT COURT IN EQUITY.

HARRY DUGGER

Complainant

vs.

IRA CRAPO

Defendant

Motion is hereby made for a Decree Pro Confesso against Ira Crapo

Defendant

in the above stated cause, on the ground that more than thirty days have elapsed since service of summons upon said Defendant _____; and that said summons was duly served according to law, and that said Defendant has failed to demur, plead to or answer the Bill of Complaint in this cause to this date.

This 15th day of December 19 41

Solicitor.

STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT, IN EQUITY.

No. _____ Fall Term, 1981

HARRY DUGGER

, Complainant

Vs.

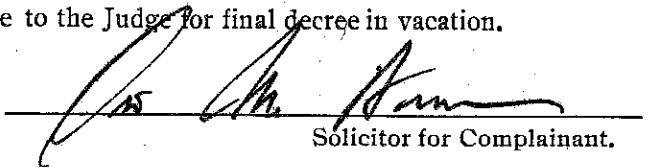
IRA CRAPO

, Defendant

To R. S. DUCK, Register :

In the above stated cause a Decree Pro Confesso having been taken against the Defendant, and evidence having been taken, and the cause being ready for submission for final decree, and no defense having been interposed, the Complainant, by Orvis M. Brown

_____ Solicitors of record, now files with the Register of this Court this written request to deliver the papers in this cause to the Judge for final decree in vacation.


Solicitor for Complainant.

HARRY DUGGER

VS.

IRA CRAPO

THE STATE OF ALABAMA
Baldwin County

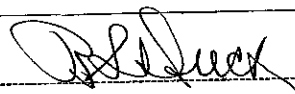
IN EQUITY
Circuit Court of Baldwin County

This cause is submitted in behalf of Complainant upon the original Bill of Complaint,

Decree Pro Confesso on personal service and testimony of

Harry Dugger, Laura Donaldson and J. P. Carroll

and in behalf of Defendant upon



Register.

Bay Minette, Ala.,

12/27

1941

RS check

IN ACCOUNT WITH

G. W. ROBERTSON

JUDGE OF PROBATE, BALDWIN COUNTY

Please Return Bill With Remittance

Recording	from	to	Privilege Tax	Rec. Fee	Total
<i>Deed</i>	<i>Harry Klugger</i>	<i>Ira Crogo</i>			<i>1.75</i>
<i>Paid 12/27/41 HWR</i>					

750

CIRCUIT COURT COMPLAINT

Printed By Baldwin Times, Bay Minette, Ala.

HARRY DUGGER
Complainant,
Vs. IRA CRAPO
Respondent.

In the Circuit Court.
In Equity No. _____.

DECREE PRO CONFESSO ON PERSONAL SERVICE.

In this cause, it appears to the Register, that service was had on the Respondent
Ira Crapo

by the Sheriff of Fayette County, on the _____ day of _____,
194_____.

And it further appears to the Register, that the said Ira Crapo

_____, the Respondent, having to the date hereof,
failed to plead, demur to or answer the Bill of Complaint filed in this cause, it is now, therefore,
on motion of Orvis M. Brown Solicitors
for Complainant, ordered, and decreed by the Register that the Bill of Complaint in this cause be,
and it hereby is, in all things taken as confessed against the said Ira Crapo

This 15th day of December, 194 1

Register
Register.

The State of Alabama,
Baldwin County.

No. CIRCUIT COURT IN EQUITY.

HARRY DUGGER Complainant

vs.

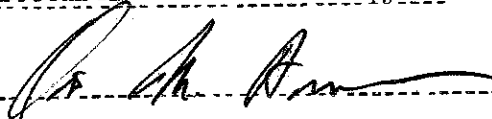
IRA CRAPO Defendant

Motion is hereby made for a Decree Pro Confesso against Ira Crapo

..... Defendant

in the above stated cause, on the ground that more than thirty days have elapsed since service of summons upon said Defendant.....; and that said summons was duly served according to law, and that said Defendant...has failed to demur, plead to or answer the Bill of Complaint in this cause to this date.

This 15th day of December 19 41

 Solicitor.

STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT, IN EQUITY.

No. _____ Fall Term, 1951

HARRY DUGGER

, Complainant

Vs.

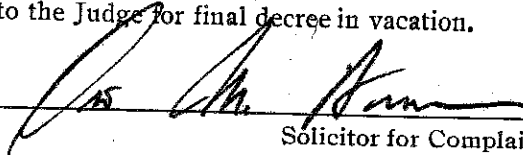
IRA CRAPO

, Defendant

To R. S. DUCK, Register :

In the above stated cause a Decree Pro Confesso having been taken against the Defendant, and evidence having been taken, and the cause being ready for submission for final decree, and no defense having been interposed, the Complainant, by Orvis M. Brown

_____ Solicitors of record, now files with the Register of this Court this written request to deliver the papers in this cause to the Judge for final decree in vacation.


Solicitor for Complainant.

HARRY DUGGER

VS.

IRA CRAPO

THE STATE OF ALABAMA
Baldwin County

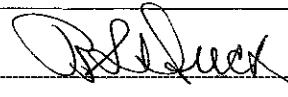
IN EQUITY
Circuit Court of Baldwin County

This cause is submitted in behalf of Complainant upon the original Bill of Complaint,

Decree Pro Confesso on personal service and testimony of

Harry Dugger, Laura Donaldson and J. P. Carroll

and in behalf of Defendant upon



Register.

750

CIRCUIT COURT COMPLAINT

Printed By Baldwin Times, Bay Minette, Ala.

HARRY DUGGER
Complainant,
Vs. IRA CRAPO
Respondent.

In the Circuit Court.
In Equity No. _____.

DECREE PRO CONFESSO ON PERSONAL SERVICE.

In this cause, it appears to the Register, that service was had on the Respondent
Ira Crapo

by the Sheriff of Fayette County, on the _____ day of _____,
194_____.

And it further appears to the Register, that the said Ira Crapo

_____, the Respondent, having to the date hereof,
failed to plead, demur to or answer the Bill of Complaint filed in this cause, it is now, therefore,
on motion of Orvis M. Brown Solicitors
for Complainant, ordered, and decreed by the Register that the Bill of Complaint in this cause be,
and it hereby is, in all things taken as confessed against the said Ira Crapo

This 15th day of December, 194 1

Register

Register.

No. 750

The State of Alabama
BALDWIN COUNTY

IN EQUITY
Circuit Court of Baldwin County

HARRY DUGGER

vs.

IRA CRAPO

NOTE OF TESTIMONY

Filed in Open Court this 24th

day of Dec 1936

R. L. Dugger

REGISTER

No. 750

Page _____

The State of Alabama,
Baldwin County,
CIRCUIT COURT, IN EQUITY

HARRY DUGGER

Vs.

IRA CRAPO

**REQUEST FOR DECREE IN
VACATION**

Filed Dec 24, 1944

R. S. [Signature]

Register.

Recorded in _____ Record

Vol. _____ Page _____

Register.

No. 750

Page _____

The State of Alabama,
Baldwin County.

CIRCUIT COURT, IN EQUITY

HARRY DUGGER

vs.

IRA CRAPO

**MOTION FOR DECREE PRO
CONFESSO ON PERSONAL SERVICE**

Filed

Aug 15 1941
[Signature]

Register.

Recorded in _____ Record,

Vol. _____ Page _____

Register.

No. 75-0

**CIRCUIT COURT OF
BALDWIN COUNTY,
ALABAMA.
IN EQUITY**

HARRY DUGGER

Complainant,


Vs.

IRA CRAPO

Respondent.

**DECREE PRO CONFESSO ON
PERSONAL SERVICE.**

Issued this 5 day of Dec,
1941


Register.

Received in Sheriff's Office
this 7th day of Sept., 1941
W. R. STUANI, Sheriff

I have executed this writ by serving a copy of this
within writ, on IRA CRAPO, Defendant in this case,
this, September, 6th 1941. Se

[Signature]
Sheriff of Fayette County, Alabama.

By..... D.S.

<p><i>Case 6550</i> <i>Issue on Tra Brown</i> <i>1 1/2 miles west of</i> <i>Blount a small rural</i> <i>community, Fayette,</i> <i>Alabama.</i></p>	<p>HARRY DUGGER, Complainant.</p> <p>-vs- IRA CRAPO, Defendant.</p>	<p>BILL OF COMPLAINT</p>	<p>RECEIVED IN OFFICE THIS 10th DAY OF <u>Sept.</u>, 1941. <i>[Signature]</i> D. S.</p> <p><i>Filed September 4, 1941</i> <i>A. S. Smith, Register</i></p> <p>ORVIS W. BROWN ATTORNEY AT LAW Robertsdale, Alabama RECORDED</p>
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