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S. W. HAMM,

Complainant,

vs.

SOUTHERN PLANTATION DEVELOPMENT COMPANY, a corporation, C. N. SOUTHER, P. G. BAKER, FLOYD R. PERKINS and FLOYD R. PERKINS, TRUSTEE,

Respondents.

IN THE CIRCUIT COURT-EQUITY SIDE.

STATE OF ALABAMA.

BALDWIN COUNTY.

TO THE HONORABLE CIRCUIT COURT, EQUITY SIDE, STATE OF ALABAMA, BALDWIN COUNTY, AND THE HON. F. W. HARE, JUDGE THEREOF, SITTING IN EQUITY:

Comes your Complainant, S. W. Hamm, and exhibits this his Bill of Complaint against Southern Plantation Development Company, a corporation, C. N. Souther, P. G. Baker, Floyd R. Perkins and Floyd R. Perkins, Trustee, respondents, and shows unto this Honorable Court and unto your Honor as follows:

FIRST.

That your Complainant is over the age of twenty-one (21) years and is a resident of the State of Illinois, his address being 7 West Madison Street, Chicago; that he is a stockholder in and of the Southern Plantation Development Company, the respondent corporation, owning and holding in his own name and right four hundred two (402) shares of the capital stock thereof.

SECOND.

That of the respondents, C. N. Souther, P. G. Baker, Floyd R. Perkins and Floyd R. Perkins, Trustee, are each over twenty-one (21) years of age and are non-residents of the State of Alabama, residing in the City of Chicago, State of Illinois, the address of said C. N. Souther and P. G. Baker being Pittsfield Building, and that of Floyd R. Perkins being C/o H. W. Kastor & Sons Advertising Company, Lytton Building, 14 East Jackson Boulevard, in said City. That the other respondent herein named, the Southern Plantation Development Company, is a corporation organized, existing and doing business under the laws of the State of

Alabama, with its principal place of business at Robertsdale, Alabama, and with an office in the City of Chicago, State of Illinois, in the Pittsfield Building.

THIRD.

That the respondent, the Southern Plantation Development Company, was duly organized in Baldwin County, Alabama, as a body corporate under the laws of Alabama on November 13, 1903, and due certificate to that effect was on said date issued by, filed with and now stands recorded in the office of the Judge of Probate of said County; that the primary objects and main purposes of such organization and incorporation were and its powers and authority include the right to carry on a general land company business in Baldwin County, Alabama, through the buying of unimproved lands in acreage tracts and the selling of same in small units to persons, firms or corporations through the usual colonization methods; that from time to time it acquired large bodies of lands consisting of many thousands of acres and sold therefrom in connection with its colonization program, the same continuing from the date of its organization until about ten to fifteen years ago, when it became unprofitable and impracticable to continue such methods, whereupon the respondent corporation abandoned its colonization program and, refraining from the purchase of additional acreage, undertook to dispose of its then remaining assets, consisting almost entirely of cut-over lands in Baldwin County, Alabama, all with the view of gradually liquidating its affairs and reimbursing all of the stockholders for all moneys by them paid into the corporation for shares of the capital stock thereof.

FOURTH.

That the respondents, C. N. Souther and P. G. Baker, are stockholders owning two hundred (200) and twelve (12) shares respectively of the capital stock in and are now and for many years past have been the President and Secretary-Treasurer, respectively, exercising the management, controlling the property and dominating the affairs of the respondent corporation.

FIFTH.

That your complainant, as such stockholder in the respondent corporation, has repeatedly requested and demanded of the said C. N. Souther and P. G. Baker, who have had for many years past and now have the sole and absolute custody and control thereof, the right of access to and of inspection and examination of the books, records and papers of the respondent corporation, but notwithstanding such requests and demand, which were made at reasonable and proper times, the said C. N. Souther and P. G. Baker have consistently and persistently either refused absolutely to permit same or have so hampered your complainant and placed such obstacles in his way that he was by them prevented from securing the facts and information relating to the business and affairs of the respondent corporation to which he, as such stockholder, was and is entitled; that your complainant has, both in connection with and independent of said requests and demands, requested and demanded of the said P. G. Baker, as the Secretary of the respondent corporation, a list of the names and addresses of stockholders of the respondent corporation, and although, after repeated requests and demands, lists were furnished, they were found by your complainant to be and as a matter of fact were incorrect and in error in many respects; that the last such list so obtained by your complainant was on, to-wit, August 2nd, 1923, and since then he has been and is now unable to obtain any later or corrected list, therefore does not and cannot know the names and addresses of and the number of shares owned by the remaining stockholders in the respondent corporation, but your complainant alleges, upon the information contained in said list of August 2, 1923, and upon his knowledge as to the present addresses of and amount of stock owned by certain of the persons named in said list, that the names and addresses of the stockholders in the said respondent corporation, other than complainant and the said C. N. Souther, with the number of shares owned by each, are as follows:

(Here follows list of stockholders of the Corporation)

<u>Name.</u>	<u>Address.</u>	<u>Number of Shares.</u>
P. G. Baker	500 Diversey Parkway, Chicago, Ill.	12
S. G. Hawks,	East Las Vegas, New Mexico.	50
P. C. Dings,	1238 Peoples Gas Building, Chicago, Ill.	52
Joseph Hasman,	La Porte City, Iowa.	10
E. C. Smith,	Winfield, Iowa.	Not known.
A. H. Newman,	Anamosa, Iowa.	50
H. D. Cone,	8-11 Kimball Block, Cedar Rapids, Iowa.	5
Mrs. T. L. Williamson,	Tama, Iowa.	5
F. L. Sanford,	Robertsdale, Alabama.	165
F. W. Browne,	2511 N. Tejon Street, Oak Park, Illinois.	189
Mrs. E. S. Condit,	5334 Woodlawn Ave., Chicago, Illinois.	172
Mrs. L. U. Singer,	328 Locust Street, Davenport, Iowa.	10
F. C. Leeb,	5045 S. Marshfield Ave., Chicago, Ill.	10
D. Frischman,	Catharinenhoff, Trostbriieke, Hamburg, Germany.	2
A. Epstein,	Catharinenhoff, Trostbriieke, Hamburg, Germany.	2
Mrs. L. Frischman,	Catharinenhoff, Trostbriieke, Hamburg, Germany.	Unknown.
H. Epstein,	Catharinenhoff, Trostbriieke, Hamburg, Germany.	Unknown.
Theodore S. Rosdal,	Moltkerstrasse, 19, Hamburg, Germany.	Unknown.
H. T. Beattie,	Malvern, Iowa.	59
E. E. Taylor,	Traer, Iowa.	40
L. A. Hulett,	_____, Alberta, Canada.	10
Mrs. J. D. Jillson,	134 Biddle Street, Milwaukee, Wisconsin,	2
S. H. Hunt,	Palmyra, New York,	80
R. Manrid,	309 N. Menard Ave., Oak Park, Illinois,	21
F. J. Burton,	3124 Fulton St., Chicago, Ill.	65

<u>Name.</u>	<u>Address.</u>	<u>Number of Shares.</u>
P. G. Baker	500 Diversey Parkway, Chicago, Ill.	12
S. G. Hawks,	East Las Vegas, New Mexico.	50
P. C. Dings,	1234 Peoples Gas Building, Chicago, Ill.	52
Joseph Husman,	La Porte City, Iowa.	10
E. C. Smith,	Winfield, Iowa.	Not known.
A. H. Newman,	Anamosa, Iowa.	50
H. D. Cone,	8-11 Kimball Block, Cedar Rapids, Iowa.	5
Mrs. T. L. Williamson,	Tama, Iowa.	5
F. L. Sanford,	Robertsdale, Alabama.	165
F. W. Browne,	2311 N. Tejon Street, Oak Park, Illinois.	189
Mrs. E. S. Condit,	5334 Woodlawn Ave., Chicago, Illinois.	172
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H. Epstein,	Catharinenhoff, Trostbriieke, Hamburg, Germany.	Unknown.
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F. J. Burton,	3124 Fulton St., Chicago, Ill.	65

<u>Name.</u>	<u>Address.</u>	<u>Number of Shares.</u>
Mrs. L. A. Hamm,	Plaza Hotel, Chicago, Illinois.	8
J. M. Lyon,	220 S. Michigan Ave., Chicago, Illinois.	24
A. Kaempfer,	1321 Sunnyside Ave., Chicago, Illinois.	25
A. A. Hecht,	Norwood Park, Illinois.	3
B. Newhall,	10 S. La Salle St., Chicago, Illinois.	15
George T. Olsen,	520 Aldine Avenue, Chicago, Illinois.	40
M. N. Olsen,	453 N. Racine Avenue, Chicago, Illinois.	27
Mrs. Carrie J. Sanford,	Robertsdale, Alabama.	5
Estate E. D. Naven, deceased,	Waterloo, Iowa,	51
Estate M. Higgins, deceased,	1900 Washington Ave., Racine, Wisconsin,	55
Estate W. E. Semple, deceased,	Billings, Montana.	Unknown.
Estate Sarah Semple, deceased,	LaGrosse, Kansas.	4
Estate George W. Scott, deceased,	2437 W. Jackson Blvd., Chicago, Illinois.	10
Estate J. H. Luneman, deceased,	La Porte City, Iowa.	5
Murphy Estate (J.B.Murphy, M.D.)	Chicago, Illinois.	5

and your complainant desires that and hereby calls upon and invites the persons above named, the personal representatives, devisees, heirs at law or next of kin of such of them as may be dead, and all other persons, firms or corporations owning and holding stock in the said respondent corporation, to join in this suit.

SIXTH.

That although over ten (10) years have elapsed since it became the purpose and policy of the respondent corporation to liquidate and pay off its stockholders as above averred, it has wholly failed of its purpose, as well as the other objects of its

incorporation and continuing in business, and complainant alleges and avers that such failure has been caused by and is chargeable to the gross misconduct, fraud, grievous irregularities and mismanagement of the said C. N. Souther and P. G. Baker, who during all of said period have been the President and Secretary respectively, and have absolutely dominated and controlled the business, affairs and the other officers of said corporation, all in furtherance of the fraudulent schemes of the said C. N. Souther and P. G. Baker for selfish ends, in violation of the trust imposed in them and with utter disregard of the rights and authorities of your complainant and the other stockholders; that by reason of such mal-administration of the said C. N. Souther and P. G. Baker, the assets and affairs of the respondent corporation are in such a precarious status that unless your complainant and the other stockholders be afforded the relief herein sought, their rights and their interests in the assets of the corporation will be materially affected or totally destroyed.

SEVENTH.

That during the said period hereinabove referred to other persons, firms and corporations owning like assets in Baldwin County, Alabama, as the respondent corporation, and faced with the same necessity of like liquidation, were able to and did effectuate such liquidations through the sale of their acreage which were substantially the same as those of the respondent corporation with respect to character, amount, location and value; that despite the total failure of the said C. N. Souther and P. G. Baker to liquidate the affairs of the respondent corporation or to repay to the stockholders thereof the moneys invested in said respondent corporation, other than one isolated payment of an inconsequential amount, one-half of one per cent. (1%) on December 10, 1923, the acreage of the lands of the respondent corporation, of which its assets consist of almost entirely, has steadily decreased from year to year as a result of either the fraudulent schemes and manipulations or the gross inefficiency and mismanagement of the said C. N. South-

er and P. G. Baker, so that they and neither of them are fit and qualified to continue in such capacities and should be relieved and removed to prevent further dissipation and loss of assets.

EIGHTH.

That the State and County taxes due the State of Alabama and County of Baldwin on all of the lands of the respondent corporation in Baldwin County, Alabama, were permitted to go unpaid for the tax year 1922, thereby creating a cloud upon the title thereto and requiring the expenditure of additional sums by way of interest and penalties in order to remove the same; that such taxes for the tax year 1928 were allowed to go and now remain wholly unpaid, and as a result thereof all of said lands have been sold for taxes and the title thereto now stands in the State of Alabama, subject to the right of redemption in the respondent corporation, with its incident penalties, interest and cost in a large amount, and although said taxes have been due for more than a year and the current year's taxes are now due and unpaid, said lands remain unredeemed and unless redeemed within the statutory period will be lost to your complainant, the other stockholders and the respondent corporation; that your complainant is advised by the office of the Judge of Probate of Baldwin County, Alabama, that the amount necessary to effect such redemption of such lands is now in the neighborhood of Thirty-six Hundred Dollars (\$3600.00) and is steadily increasing through the accretion of interest under the high rate of 15% prescribed as a penalty; that by reason of said lands constituting practically all of the assets of the respondent corporation to which your complainant and the other stockholders must look, your complainant and such other stockholders stand in danger of losing such assets or of being put to the necessity of instituting and prosecuting expensive litigation to recover same.

NINTH.

That during all of said period the said C. N. Souther and P. G. Baker have continued in office as such President and Sec-

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retary respectively and, insofar as your complainant knows or has been able to learn through his many efforts to inspect the books, without re-election at any time; that not since, to-wit, the year 1921 have the stockholders been called into regular or annual meetings despite repeated requests and demands, both oral and in writing, by your complainant and other stockholders that such meetings be called and held, all in direct violation of the statutes of the State of Alabama under which the respondent corporation stands organized and the By-Laws of the respondent corporation and in furtherance of policies of the said C. N. Souther and P. G. Baker to disregard and ignore the rights of such stockholders; that the Board of Directors have not held its meetings regularly, but as to the number and dates for the meetings thereof as have been held your complainant does not and can not know; however, upon making repeated requests and demands of the said P. G. Baker, as such Secretary, for the minute books of the meetings of the Board of Directors, your complainant was informed by the said P. G. Baker that she as such Secretary had not written up the minutes of all of the meetings, and further that the books of the corporation, the inspection of which your complainant likewise demanded, had not been by her brought up to date; that such requests and demands for the calling and holding of the regular meetings of the stockholders for the election of Directors and other purposes have been made by your complainant to the said C. N. Souther and P. G. Baker both orally and in writing, but all to no avail; that no meeting of the stockholders, general or special, has been held since August 1st, 1923, on which date a special meeting of the stockholders was called and attempted to be held for the special purpose of considering and taking action upon an alleged contract between the respondent corporation and the said C. N. Souther hereinafter more particularly referred to; that said meeting was originally called to be held on July 2nd, 1923, at which time an adjournment was taken until August 1st, 1923. On August 1st, 1923, your complainant, as a stockholder present and in attendance on said meeting, representing himself and the four hundred and two (402) shares of stock

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owned by him in his own right, offered a certain resolution, together with his reasons therefor, all in writing, and moved for the adoption of such resolution; that a copy of said resolution, together with your complainant's reasons therefor, all as so offered and presented at said meeting, is hereto attached, marked Exhibit "A" and made a part hereof, with leave of reference thereto as often as may be necessary; that said motion of your complainant was duly seconded; that on account of certain questions arising as to a quorum being present, said meeting was, on motion duly made, seconded and regularly adopted, by the stockholders present adjourned to reconvene upon September 5th, 1923, and the Secretary was ordered to give notice to all of the stockholders of such adjourned meeting, said notice to be accompanied by a copy of the proposed resolution as offered by your complainant; that the said Secretary, the respondent P. G. Baker, notwithstanding such action by the said stockholders at said special meeting, but in disregard of their rights and of the resolution adopted by them, refused to so notify all of the stockholders of said adjourned meeting for September 5, 1923, but in lieu thereof and in furtherance of her and the said C. N. Souther's fixed plan and determination to prevent meetings of all of the stockholders, usurped her power and violated her duties as such Secretary by and through a notice from her attempting to nullify said meeting and without calling the meeting for September 5, 1923, and thereby prevented same from being held.

TEMP H.

That as a part of the scheme of and conspiracy between the said Souther and Baker to absolutely dictate the affairs and operations of the respondent corporation, and to the end that your complainant and the other stockholders be kept in the dark as to the things done and authorized to be done by the Board of Directors from time to time, there being no pretext at holding any stockholders' meeting since August 1st, 1923, the said Souther and Baker although informed of the legal necessity therefor and often requested so to do, have wholly failed and refused to deposit with

its agent at the principal office in this State copies of the proceedings of the stockholders and directors' meetings held without this state, and to keep at its principal office in this state, in the hands of some officer, agent or other person designated for that purpose, a true statement or book showing who are the holders of such stock in the respondent corporation and all transfers and hypothecations thereof.

ELEVENTH.

That J. A. Ertzinger of Bay Minette, Alabama, is the designated agent of the respondent corporation in Alabama, according to statement to that effect on file in the office of the Judge of Probate of Baldwin County, Alabama, he being the last person so designated as such agent, and upon inquiries being made by the counsel of complainant at the office of the said J. A. Ertzinger, he was informed that the said J. A. Ertzinger was such agent of the respondent corporation.

TWELFTH.

Complainant further alleges that the Directors of the respondent corporation other than the said C. N. Souther and P. G. Baker are B. Newhall, F. J. Burton and Mrs. E. S. Condit; that of such other Directors none of them, other than the said Mrs. E. S. Condit, own any appreciable amount of stock or have any material interest in the respondent corporation or the assets thereof; that the members of said Board, either through ignorance of the affairs and needs of the respondent corporation or by reason of the domination of the said C. N. Souther and P. G. Baker, have in all things assisted and aided the said C. N. Souther in the furtherance of his fraudulent plans, the said Mrs. E. S. Condit admitting to your complainant that she knew nothing of the affairs of the company but did as directed by C. N. Souther; that by reason of the failure of such Directors to acquaint themselves with the affairs and needs of the respondent corporation, and to direct the same in a manner in keeping therewith and consistent with the rights of the stockholders, they are thwarting the very purposes of continuing the

existence of such corporation and materially lessening, with the likelihood of totally destroying, the remaining assets thereof.

THIRTEENTH.

That said C. N. Souther and P. G. Baker have received and handled in all respects all funds coming into the hands of the respondent corporation, but no part of the same have been paid over to your complainant and the other stockholders by way of dividend or in liquidation, with the single exception of the one dividend above set out; that during such period large sums of money have been received and handled by them, the amounts being, insofar as your complainant knows or is able to know, substantially as set out in Exhibit "A" hereto attached and hereinabove referred to; that your complainant had, in connection with the receipts and handling of such money, no information other than as has been contained in annual balance sheets which were furnished to him as a stockholder by the said P. G. Baker up to a few years ago; such statements consisted only of balance sheets, contained no detailed statement as to the sources from which the moneys were received or where and for what purposes expended, and by reason of the indefiniteness and uncertainties connected with said statements and the fact that the stockholders had received no dividend, in the face of the gradual lessening of the acreage owned by the respondent corporation, your complainant, as above set out, has repeatedly requested and demanded access to and the right to inspect the books and records to ascertain such matters, but despite and notwithstanding such requests, all of which were made at reasonable times, he has either been refused or hampered as hereinabove set out, so that he can not know with respect thereto, and alleges and avers that, to the end that the stockholders be protected and their rights preserved, a full accounting between the respondent corporation and the officers thereof should be had; that such accounting can not be had except through a court of chancery and the assuming by it of the custody and control of the books and records of the respondent corporation.

FOURTEENTH.

Your complainant further alleges that on, heretofore, to-wit, May 1st, 1921, the said C. N. Souther procured an alleged "SALES CONTRACT" with the respondent corporation, a copy thereof being hereto attached, marked Exhibit "B" and made a part hereof, with leave of reference thereto as often as may be necessary; that said contract purports to be under authority of a resolution adopted by the Board of Directors on April 20, 1921; that as a part of said contract and the resolution of the said Board of Directors purporting to authorize the same, the respondent corporation, through the said P. G. Baker and B. Newhall, the Vice President and a member of said Board of Directors, undertook to convey to the said C. N. Souther certain town lots and factory sites, together with all the gas, oil and mineral rights under all of said lands, in Baldwin County, Alabama, as a gratuity or bonus, but wholly without any consideration and in violation of the rights of the stockholders; that although said contract purported to and did cover substantially the entire property of the respondent corporation, it has at no time been by the stockholders thereof ratified or approved, complainant alleging and averring that knowledge of the true terms and effect of said contract was by the said C. N. Souther and P. G. Baker purposely withheld from the stockholders, and that the same was not known until the special meeting of the stockholders held on July 2, 1923, at which the stockholders were asked to ratify the same, with said meeting terminating as hereinabove set out; that prior to such meeting your complainant learned of the existence of the contract, but was not informed and was by the said Souther and Baker refused any information as to its terms and provisions until said meeting of July 2, 1923, although your complainant repeatedly requested and demanded a copy thereof or the right to inspect the original. That pursuant to the provisions of said contract with respect to the gratuity in favor of C. N. Souther, the respondent corporation, through the said B. Newhall, as Vice President, and the said P. G. Baker, as Secretary, undertook to assign or convey to C. N. Souther all of the oil, gas

and mineral rights in and to the lands of the respondent corporation in Baldwin County, Alabama, by instruments of date September 29, and December 7, 1923, of record in the office of the Judge of Probate of Baldwin County, Alabama, in Deed Book 33 N.S., pages 569-70, and 34 N.S., pages 167-8, respectively, copies thereof being hereto attached, marked Exhibits "C" and "D" respectively and made a part hereof, with leave of reference thereto as often as may be necessary. Your complainant alleges that said conveyances of such mineral rights were wholly without consideration or justification and were authorized and given and now stand in fraud of the rights of your complainant and the other stockholders; that although the value of such rights may be and are problematical, the existence thereof in the said C. N. Souther, a person other than the owner of the fee simple title, constitutes such an outstanding interest and an objection to the title of the respondent corporation that it will be thereby prevented from selling said lands in furtherance of its liquidation program; further, that by reason of the apparent authority recited in said instruments as the same appear of record, the said C. N. Souther is permitted to sell, transfer and assign the same, either in whole or in part, to persons, firms or corporations not having knowledge or notice of the true facts relating thereto, so that your complainant and the other stockholders, as well as the respondent corporation, would either lose such rights, and be faced with this outstanding right as a permanent objection, or would be put to expensive, long drawn out and doubtful litigation in removing such objection.

FIFTEENTH.

That under the said alleged Sales Contract of May 1st, 1921, the said C. N. Souther expended moneys and incurred expenses under the pretext of selling the lands of the respondent corporation, all of which your complainant is informed and believes and alleges upon such information and belief, were borne or paid by the respondent corporation in detriment to and in disregard of the rights of the stockholders thereof, and that on, to-wit, June 25, 1925, the said respondent corporation, through the said Souther

and Baker and the said Board of Directors, undertook to cancel the said Sales Contract of May 1st, 1921, with C. N. Souther, and to release and relieve the said C. N. Souther from any and all obligation thereunder by reason of such expenses so created and incurred by him and which had been paid by the respondent corporation, and your complainant alleges that as to all amounts paid by the respondent corporation to or for the said C. N. Souther under or in connection with said alleged contract of May 1st, 1921, the said C. N. Souther stands and remains indebted to the respondent corporation.

SIXTEENTH.

That under date of January 15, 1929, the said C. N. Souther and P. G. Baker undertook to enter into, for and on behalf of the respondent corporation, a contract with the respondent, Floyd R. Perkins, Trustee; that your complainant does not have a copy of said contract, but from an examination thereof and memoranda taken therefrom by him alleges and avers that said alleged contract provides in substance as follows:- The respondent corporation agrees to sell to the respondent, Floyd R. Perkins, Trustee, and the respondent, Floyd R. Perkins, Trustee, agrees to purchase from the respondent corporation all of its real estate in Baldwin County, Alabama, recited as consisting of approximately 9,000 acres, at and for the purchase price of Sixty-three Thousand Dollars (\$63,000.00), payable:- (A) \$1,250.00 in cash, for which 125 acres of land is to be released; (B) \$2,500.00 on or before January 1st, 1930; (C) \$2,500.00 on or before January 1st, 1931; (D) \$5,000.00 on or before January 1st, 1932; (E) \$5,000.00 on or before January 1st, 1933; (F) \$10,000.00 on or before January 1st, 1934; (G) \$36,750.00 on or before January 1st, 1935; (B), (C), (D), (E) and (F) one-half cash and one-half guaranteed notes, 6% interest; (G) in cash or notes secured on land sold as above; Commencing with (B) and upon all payments of \$1,250.00 125 acres of land is to be released, no interest on deferred payments until due; Perkins to pay all taxes; if not, the company to pay and add to price of the lands; provision made for forfeiture in event of default;

oil, gas and mineral rights reserved and not covered by the contract; time recited as being of the essence thereof. Said contract further provides that if recorded by either party, it would become void. That although said contract purports to and does cover substantially the entire properties of the respondent corporation, it has at no time been submitted to or ratified and confirmed by the stockholders thereof, and is therefore void and inoperative; that said alleged contract does not disclose for whom or in what respect the said Floyd R. Perkins stands or is acting as Trustee, and complainant alleges and avers that this method is a cloak used by the said Souther, Baker and Perkins to conceal the real parties in interest and to relieve the said Perkins from any personal liability thereunder, thereby preventing the respondent corporation or its stockholders from doing other than forfeiting the contract in event of default; that said contract is in fraud of the rights of the stockholders of the respondent corporation and was made and now stands without their sanction or approval; that the said Souther and Baker, and the said Perkins, as Trustee, under the apparent authority granted under said contract to the said Perkins and the apparent authority held by the said Souther and Baker, as President and Secretary respectively of the respondent corporation, are at this time carrying on negotiations with Naval Stores operators for the sale to them of turpentine and timber rights on said lands or portions thereof; that in connection with similar contracts heretofore existing between the respondent corporation and other parties the said Souther and Baker have either negotiated or consented to the sales from time to time of valuable turpentine and timber interests in and on said lands, executing and delivering conveyances therefor in the name of the respondent corporation, but permitting the party holding the contract to use the proceeds from such sales in payment of various commissions to outside parties and to secure the release of lands from and by the respondent corporation, so that the assets of the respondent corporation with respect to such timber and turpentine

rights have been gradually and materially depleted, with no consequent advantage to the respondent corporation or its stockholders, and your complainant believes and alleges upon such belief that in view of the said contract with Perkins, the nature of the negotiations now being carried on and of the methods followed by the said Souther and Baker in the past with respect to such matters, that it is in furtherance of the plans and schemes of the said Souther and Baker to further deplete the resources and assets of the respondent corporation, with no consequent advantage to it; that a sale of such timber or turpentine rights is immediate and pending, and your complainant alleges and avers that in event the same be consummated by the said Perkins under his contract and through conveyances executed by the said Souther and Baker under their apparent authority, that the assets of the respondent corporation will be materially decreased and that the existence of any such turpentine lease or timber deed would, if made upon the customary terms, constitute a serious if not insurmountable objection to the sale under the liquidation program.

SEVENTEENTH.

That your complainant appeals to this Court for his own and the other stockholders' protection only as a last resort after having, in the manner and at the time hereinabove set out, made every reasonable effort and pursued every reasonable course to secure redress and the prevention of further mischief, but all to no avail, and your complainant alleges and avers that by reason of the matters and facts herein alleged, and of the fixed determination of the said Souther and Baker to pursue their policy of disregarding and ignoring the stockholders, and of the consistent inability or lack of desire to act on the part of the Board of Directors, further application or appeals to them would be a futile and fruitless performance.

EIGHTEENTH.

Your complainant alleges and avers that the assets of the respondent corporation and the rights of the stockholders

thereof are in eminent peril of being materially lessened or totally destroyed by reason of the outstanding unredeemed tax sale, the outstanding alleged contract with the respondent, Floyd R. Perkins, Trustee, and the apparent authority given him thereunder and held by the said Souther and Baker to dispose of the turpentine and timber rights in said lands, the apparent title held by the respondent, C. N. Souther, in and to the oil, gas and mineral rights, and by reason of the fixed purpose and determination of the said Souther and Baker to continue to manipulate the affairs of the respondent corporation in connection with the Perkins contract, the same as in connection with the contracts heretofore had with other parties; that your complainant and the other stockholders have no adequate remedy at law to protect and further prevent the dissipation of said assets on account of the matters and conditions hereinabove alleged; that in order that the rights of such stockholders be saved from material injury, that the ends of justice be promoted and that the rights of all parties in interest be protected, the said Souther and Baker should be relieved from office and removed from their apparent authority, a full accounting should be had as to all of the matters and things done or sought to be done by them, and the said alleged contract with Floyd R. Perkins, Trustee, and the attempted conveyance from the respondent corporation to the said C. N. Souther should be cancelled; that the control of all of the assets, business, property and affairs of the respondent corporation should be forthwith assumed by this Court, and preserved, handled and directed through a Receiver appointed by and acting under the orders of the Court.

PRAYER FOR PROCESS AND RELIEF.

THE PREMISES CONSIDERED, your complainant respectfully prays:

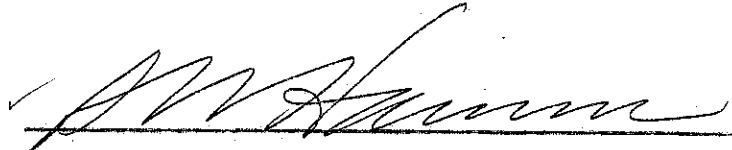
That the said Southern Plantation Development Company, a corporation, C. N. Souther, P. G. Baker, Floyd R. Perkins and Floyd R. Perkins, Trustee, be made parties respondent to this cause by the usual process of this Honorable Court, requiring

STATE OF ILLINOIS.

COUNTY OF COOK.

Before me, the undersigned authority in and for said County in said State, personally appeared S. W. HAMM, who is known to me and who, after being by me first duly and legally sworn, deposes and says under oath as follows:

That his name is S. W. Hamm; that he is the same person whose name is signed to the foregoing and annexed Bill of Complaint as Complainant; that he has read over and is fully acquainted with all of the matters and facts therein alleged, and that the same are true, except where alleged upon information and belief, and as to such matters so alleged he was and is informed and verily believes the same to be true.



Subscribed and sworn to before me, a Notary Public whose seal is hereto affixed, on this the 6th day of November, 1929.


Notary Public, Cook County, Illinois.

My Commission expires February 7, 1931.

(affix seal)

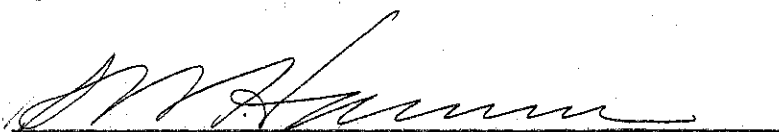
them to appear and plead, answer or demur to this Bill of Complaint within the time and under the pains and penalties of this Honorable Court, or that the same be forever confessed.

That an account be stated between the said C. N. Souther and the respondent corporation and the said P. G. Baker and the respondent corporation; that the alleged contract between the respondent corporation and said C. N. Souther of May 1st, 1921, be cancelled and annulled; that the alleged contract between the respondent, Floyd R. Perkins, Trustee, and the respondent corporation be cancelled and annulled; that the purported conveyance of the oil, gas and mineral rights from the said respondent corporation to the said C. N. Souther be set aside and cancelled; that any and all conveyances or purported conveyances from the respondent corporation to the said C. N. Souther, or to any other persons, firms or corporations for his benefit of any properties granted to him under said contract of May 1st, 1921, be cancelled, set aside and annulled; that the said C. N. Souther and P. G. Baker be relieved and removed as President and Secretary respectively of the respondent corporation; that as to all amounts found to be due and owing by the respondents, C. N. Souther and P. G. Baker, or either of them, to the respondent corporation, a judgment be rendered therefor; that a Receiver be by this Court appointed to take and that he be placed in charge and possession of all of the assets and properties of the corporation, to operate its business under the direction of this Court for such time and in the manner as the Court might determine is to the interest of the respondent corporation and the stockholders, after which the management thereof be returned to the stockholders, or, if such return of the management be not deemed proper by the Court, that the respondent corporation be dissolved and its assets properly distributed.

If your complainant is mistaken in the relief herein prayed for, that your Honor will grant unto him such other further, different and general relief as in justice and equity he may be

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entitled to receive under the allegations and proof and, as in duty bound, he will ever pray, etc.



NORBORNE STONE,

Solicitor for Complainant.

FOOT NOTE: The respondents, the Southern Plantation Development Company, a corporation, C. N. Souther, P. G. Baker, Floyd R. Perkins and Floyd R. Perkins, Trustee, and each of them, are required to answer each and every Paragraph of the foregoing Bill of Company from FIRST to EIGHTEENTH inclusive, but answer under oath is hereby expressly waived.



NORBORNE STONE,

Solicitor for Complainant.

(page nineteen)

123
NO. 850

CHARLEY SNOWDEN

Complainant—

VS.

ODESSA SNOWDEN

Respondent—

Request For Decree In Vacation

Filed Aug 11, 1942

R. Smith

Register.

Copy

EXHIBIT "A".

Chicago, Illinois,

August 1st., 1923.

To the President, Board of Directors and Stockholders
of Southern Plantation Development Company.

Gentlemen:

The express purpose of this meeting now assembled of the stockholders of Southern Plantation Development Company, being a proposed ratification by the stockholders of a contract made by the corporation with our President, Mr. Souther, under authorization of the Board of Directors at a meeting in April, 1922, I take this occasion to protest against the ratification of such contract and in explanation of my protest, present to the stockholders the following facts for their consideration:

According to the balance sheet of the company, for December 1914, we then held the notes of buyers of our original land under contracts to the amount of \$22,412.37; we also had cash in bank to the amount of \$2684.98, and we owed at the time, contingent commissions to the amount of \$3669.35.

In addition to the foregoing assets, the company received in settlement of a claim against the Estate of T. P. Hamm, 14,500 Acres of Land, 13 cottages, approximately 500 town lots, 8 factory sites, a large tobacco factory and a hotel at Summerdale and there was transferred to us a land contract from the Southern States Lumber Company for 23,500 additional acres of land (see Secretary's report 2-22-1913). At the time that report was made, we apparently owed nothing but an indebtedness of \$4800 at the Fort Dearborn National Bank.

Examination of the December, 1915 balance sheet discloses the fact that the amount due us on old land contracts - \$22,412.37- had in December 1915 been diminished to \$14,857.00.

The notes held by the Company secured by old land contracts have been diminishing from year to year, until, according to the December 31, 1922 balance sheet, there appears to be left a mere nominal amount of the old assets. If not only do our old assets appear to have been absorbed, but out of the 14,500 acres of land and other assets received in settlement with the Hamm Estate, we now appear to have only 11,335 acres of land (see report of June 21, 1923). I am not able to determine from that report or such data as has been furnished me by the officers, the exact amount of our indebtedness at this time.

From report of the Secretary, dated February 23, 1917, it appears that the company made a blanket turpentine contract, covering all of our lands for which we received \$7500. It would seem that this sum has been absorbed in the conduct of the company's business. It also appears from the report of the Secretary, dated February 8, 1921, that one Asmus paid in on his purchase contract, \$30,000; that after defaulting on his contract, settlement was made with him for the amount paid in and land ceded at the rate of \$8.00 per acre instead of \$6.00 per acre (the contract price) which brought to the company a profit of \$7,266 in addition to the profit on contract lands which were released to him at \$6.00 an acre- the price he agreed to pay. All of these sums seem to have been dissipated in the conduct of the business.

About three years ago, a sale was made of all of the timber on the company's land for a cash consideration of \$10,000. I am not clear as to what became of this money, although I am informed \$5,000 went for commissions and the company retained \$5,000.

Notwithstanding all of the foregoing cash receipts from time to time, the company has not apparently been in sufficient funds to pay its taxes; its lands have been advertised several times for tax sale, thus incurring large penalties. For example, the taxes for 1922 were \$1556 if paid before March 1, 1923; it cost \$1964 including penalties of over \$300 to prevent sale of lands on June 1st (three months later) for delinquent taxes.

Now that the remaining remnants of land belonging to the company have been deprived of all natural resources by turpentine and timber sales and as our contract with the Southern States Lumber Company was cancelled last year, leaving only a small acreage of scattered land, it seems ridiculous to me, the largest individual stockholder of the company, that this company continue to eat up its remaining assets in paying the expense of office salaries and overhead for the benefit of our officers. This is particularly true since the prospect of selling our scattered lands is less favorable than before.

In the secretary's brief report to the stockholders dated April 21, 1921, we were advised that the directors had authorized an exclusive sale contract with G. N. Souther, the

President of this company (and one of its directors) at a price to net not less than \$6.00 per acre. The stockholders were not informed then as to all the details of that contract, nor am I yet fully informed, but I am now informed that this company is paying all salaries, office rent and overhead for Mr. Souther's selling campaign of our own assets, which selling campaign is costing this company more than \$6.00 per acre - the net price we were led to believe the company would receive from its land. It is only a matter of a few months when the entire assets of this company will be dissipated by the continuance of its present operations.

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I have never seen the contract referred to in the secretary's report of April 21, 1921; nor has it ever been exhibited to me, though I have requested the officers to exhibit it; but I am informed that by this contract, Mr. Souther was granted as a bonus \$400 for 500 town lots belonging to this company, and eight Development Company in special meeting this 1st day of August, 1921 nine factory sites, together with all of the oil, gas and mineral rights on the company's lands. I am also informed that the contract was directed to cancel the same, and

I am satisfied that the contract made by the Directors with Mr. Souther as reported to me, was not for the company's benefit but constituted a diversion of the company's assets in favor of its President, and on this occasion when the stockholders are asked to ratify that contract, I protest, and I offer the following

resolution, the adoption of which I move:

"WHEREAS, the stockholders of this company have been asked to ratify a certain contract made by its officers with our President, C. N. Souther, under action of the Board of directors, taken April 20, 1921, and

WHEREAS, it now appears that said contract was improvidently made with the President of the corporation and illegal, and that its execution will result in irreparable damage to the corporation and the interests of the stockholders, and

BE IT FURTHER RESOLVED that the officers of this corporation are hereby instructed to compile and furnish within ten (10) days from this date to the resident agent of this corporation in Alabama for use and examination by all stockholders, a complete list of all of the stockholders of this corporation, together with their addresses and that the President and Secretary of this corporation be and are further instructed to file with the resident agent of this corporation in Alabama such transcript of all the proceedings of the Board of Directors and stockholders as are required to be filed under the laws of the State of Alabama."

I propose the foregoing resolutions because of my conviction that the affairs of this corporation should be speedily wound up and because I have not been able to get either from the officers of this corporation in Chicago or from the resident agent of the corporation in Alabama such data in regard to the affairs

of this corporation as the officers of this corporation are required by law to furnish and I therefore move the adoption of the foregoing resolution.

COPY

EXHIBIT "B".

SALES CONTRACT.

THIS CONTRACT made and entered into this first day of May A. D. 1921 by and between the SOUTHERN PLANTATION DEVELOPMENT COMPANY, a corporation organized under the laws of the State of Alabama, with its principal office in the city of Chicago, Illinois, party of the first part and C. N. SOUTHER of the City of Chicago, County of Cook and State of Illinois, party of the second part, WITNESSETH:

THAT, WHEREAS, the party of the first part owns and controls thirty-one thousand acres of land more or less in Baldwin County, Alabama, all of which land is more specifically described in Schedule A Hereto attached and made a part of this contract, and

WHEREAS, said Southern Plantation Development Company is desirous of selling and disposing of said land and for the purpose of such sales and disposition hereby gives and grants the said C. N. Souther an exclusive agency for the sale of said land, that is to say that said Souther shall have the sole and exclusive right to sell said land or any part thereof in any amount, and to any individual, person or corporation to whom he may see fit, subject to the conditions and agreement hereinafter set forth.

IT IS UNDERSTOOD AND AGREED that said Souther shall use his best and most diligent efforts to sell and dispose of said lands and when so sold, he shall account and pay to the party of the first part for each acre so sold or disposed of the sum of Six Dollars (\$6.00), it being distinctly understood and agreed that all sums received for the sale of said lands over and above the said sum of Six Dollars, per acre, shall be retained by said C. N. Souther as his compensation for the sale and disposition of said lands as aforesaid.

It is further understood and agreed that the town lots and factory sites set forth and described in said Schedule A, together with all gas, oil and mineral rights under all of

said land are to be and hereby are granted to said Souther as a bonus to aid and facilitate the sale of said land or in such other manner as he may think best.

It is further understood and agreed that in addition to the price of Six Dollars per acre so provided, all necessary costs and charges for carrying said land from the date of this contract, including interest on the incumbrances thereon, taxes necessary office expenses, not covered by the interest on sales made from time to time shall be added to the sales price of said land on the first day of May each year during the continuation of this contract.

It is further understood and agreed that said Souther shall have the right to sell said land either in bulk or in separate tracts and upon such terms and conditions as he shall see fit and that said party of the first part shall, whenever called upon to do so by said Souther, make, execute and deliver its warranty deed or deeds, accompanied by an Abstract of Title to said Souther or any person appointed by him, provided only that upon the execution and delivery of such deed or deeds said Souther shall pay to said party of the first part, said sum of Six Dollars per acre in addition to the carrying charge, etc., hereinabove provided for.

It is further understood and agreed that said Souther shall use his best efforts to sell and dispose of said land and shall report his sales to said party of the first part at all reasonable times, but not oftener than once in each month during the continuation of this contract.

It is further understood and agreed that in order to facilitate the sale and disposition of said lands the town lots and factory sites, together with the gas, oil and mineral rights under all of said land, shall be conveyed to said Souther by proper instruments in writing at any time hereafter upon written request by said Souther.

It is further understood and agreed that all rights and benefits accruing under this contract shall extend to the

-page three-

successor or successors of said party of the first part and to the heirs, administrators, executors and assigns of said party of the second part.

IN WITNESS WHEREOF said party of the first part has hereunto caused its name to be subscribed and its seal affixed pursuant to a resolution of its Board of Directors, and said party of the second part has hereunto set his hand and seal

EXHIBIT "C".

ASSIGNMENT OF OIL, GAS AND MINERAL RIGHTS.

This assignment made and entered into the first day of May 1921 by and between the SOUTHERN PLANTATION DEVELOPMENT CO., a corporation of Alabama, party of the first part, and C. N. Souther, of Chicago, Illinois, party of the second part,

Witnesseth: that the said Southern Plantation Development Co. for and in consideration of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, has granted, demised and assigned, and by these presents does grant, demise, and assign unto to the said C. N. Souther for the purpose of facilitating the sale and disposition of the land owned by the Southern Plantation Development Co. described in a certain contract between the Southern Plantation Development Company and said C. N. Souther dated May 1, 1921, and also in a schedule hereto attached and made a part hereof, all the oil, gas and mineral rights on any and all of said lands, and

IT IS FURTHER UNDERSTOOD AND AGREED, that C. N. Souther shall be the sole and lawful owner of all oil, gas and mineral produced on any and all of the tracts of land herein described, owned by the Southern Plantation Development Co., situated in the County of Baldwin, State of Alabama, being Eleven Thousand six hundred ninety (11,690) acres specifically described in said Schedule or Exhibit A. which is attached to and is a part of this assignment.

IT IS FURTHER AGREED, that the assignment shall remain in force for a term of Fifty (50) years from this date and as long thereafter as oil, gas, mineral (or either) is produced from said land.

There is expressly granted to the said C. N. Souther the right at any time to begin drilling wells for oil or gas, and mining for minerals on said land, and the privilege of assigning the whole or any part of the oil, gas and mineral rights is expressly allowed, and the covenants hereof shall extend to his heirs, administrators, or assigns.

In testimony whereof we signed this, the twenty-ninth day of September, 1923.

		Southern Plantation Development Co.
(Corporate Seal)		
B. Lindy.	Benj. Newhall	Vice-Pres.
C. L. Bennett.	<u>Benjamin Newhall</u>	
S. V. Lipschulz.	P. G. Baker.	Sec'y

STATE OF MICH)
COUNTY OF BEZIE) SS

I, At Edward Herren a Notary Public in and for said County in said State hereby certify that Benjamin Newhall, Vice President of the Southern Plantation Development Co. a corporation, whose name is signed to the foregoing conveyance, and who is personally known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he as such officer and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 29th day of Sept. September, 1923.

At. Edward Herren
Notary Public.

In and for _____
My commission expires Dec. 6th 1924.

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, Lillian F. Kinnucan a Notary Public in and for said County in said State hereby certify that P. G. Baker, Secretary of the Southern Plantation Development Co. a corporation,

whose name is signed to the foregoing conveyance, and who is personally known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she as such officer and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 29th day of September, 1923.

(SEAL)

Lillian F. Kinnucan
Notary Public.

In and for Cook County Illinois.
My commission expires Feb. 19 - 1926

"EXHIBIT A"

THE LEGAL DESCRIPTION OF LAND OWNED IN FEE SIMPLE BY THE SOUTHERN
PLANTATION DEVELOPMENT CO., A CORP.
IN BALDWIN COUNTY, ALA.

Descr.	Sec.	T.	R	Acres.
NE $\frac{1}{2}$ NW $\frac{1}{2}$	36	5	3	40
E $\frac{1}{2}$ NW $\frac{1}{2}$ NW $\frac{1}{2}$				20
N $\frac{1}{2}$ NE $\frac{1}{2}$ SW $\frac{1}{2}$	2	5	4	20
E $\frac{1}{2}$ SW $\frac{1}{2}$ SW $\frac{1}{2}$				20
N $\frac{1}{2}$ SE $\frac{1}{2}$ SE $\frac{1}{2}$	3	5	4	20
SW $\frac{1}{2}$ SW $\frac{1}{2}$				40
W $\frac{1}{2}$ NE $\frac{1}{2}$ of NE $\frac{1}{2}$ NW $\frac{1}{2}$	12	5	4	80
SE $\frac{1}{2}$ NE $\frac{1}{2}$	13	5	4	40
NE $\frac{1}{2}$ SE $\frac{1}{2}$				40
N $\frac{1}{2}$ & SE $\frac{1}{2}$ & N $\frac{1}{2}$ SW $\frac{1}{2}$ OF SE $\frac{1}{2}$ SE $\frac{1}{2}$				35
E $\frac{1}{2}$ & S $\frac{1}{2}$ NW $\frac{1}{2}$ & SW $\frac{1}{2}$ OF SW $\frac{1}{2}$ SW $\frac{1}{2}$	17	5	4	35
E $\frac{1}{2}$ & SW $\frac{1}{2}$ of NW $\frac{1}{2}$ NE $\frac{1}{2}$	24	5	4	30
S $\frac{1}{2}$ NE $\frac{1}{2}$ of				80
N $\frac{1}{2}$ SE $\frac{1}{2}$ "				80
NE $\frac{1}{2}$ SW $\frac{1}{2}$				40
SW $\frac{1}{2}$ SE $\frac{1}{2}$				40
N $\frac{1}{2}$ NE $\frac{1}{2}$ & NW $\frac{1}{2}$ & N $\frac{1}{2}$ SW $\frac{1}{2}$ OF SW $\frac{1}{2}$ NW $\frac{1}{2}$	25	5	4	20
N $\frac{1}{2}$ NE $\frac{1}{2}$ & NW $\frac{1}{2}$ & N $\frac{1}{2}$ SE $\frac{1}{2}$ OF SE $\frac{1}{2}$ NE $\frac{1}{2}$				20
N $\frac{1}{2}$ NW $\frac{1}{2}$ NE $\frac{1}{2}$	33	5	4	20
N $\frac{1}{2}$ & SW $\frac{1}{2}$ of NE $\frac{1}{2}$ SE $\frac{1}{2}$	34	5	4	30
S $\frac{1}{2}$ SE $\frac{1}{2}$ NE $\frac{1}{2}$ SE $\frac{1}{2}$	35	5	4	5
S $\frac{1}{2}$ SW $\frac{1}{2}$ SE $\frac{1}{2}$ SE $\frac{1}{2}$				5
E $\frac{1}{2}$ & SW $\frac{1}{2}$ of SE $\frac{1}{2}$ NE $\frac{1}{2}$	36	5	4	30
N $\frac{1}{2}$ N $\frac{1}{2}$ & S $\frac{1}{2}$ NW $\frac{1}{2}$ & N $\frac{1}{2}$ SE $\frac{1}{2}$ of NW $\frac{1}{2}$ SW $\frac{1}{2}$				20
Portion occupied by Styx River & lying East)				
NW $\frac{1}{2}$ NW $\frac{1}{2}$	6	5	5	25
NW $\frac{1}{2}$ NE $\frac{1}{2}$	7	5	5	40
E $\frac{1}{2}$ NW $\frac{1}{2}$ of				80
NW $\frac{1}{2}$ & S $\frac{1}{2}$ NE $\frac{1}{2}$ & S $\frac{1}{2}$ of SW $\frac{1}{2}$ NE $\frac{1}{2}$				35
N $\frac{1}{2}$ SE $\frac{1}{2}$ of				80
SW $\frac{1}{2}$ "				160
NW $\frac{1}{2}$ SE $\frac{1}{2}$	8	5	5	40
N $\frac{1}{2}$ SW $\frac{1}{2}$ "				40
S $\frac{1}{2}$ NW $\frac{1}{2}$ & SW $\frac{1}{2}$ & S $\frac{1}{2}$ SE $\frac{1}{2}$ of SE $\frac{1}{2}$ NE $\frac{1}{2}$	9	5	5	20
N $\frac{1}{2}$ & SW $\frac{1}{2}$ of NE $\frac{1}{2}$ NW $\frac{1}{2}$	10	5	5	30
E $\frac{1}{2}$ & N $\frac{1}{2}$ SW $\frac{1}{2}$ & NW $\frac{1}{2}$ of SW $\frac{1}{2}$ NW $\frac{1}{2}$				35
SW $\frac{1}{2}$ of SW $\frac{1}{2}$ NE $\frac{1}{2}$				10
SW $\frac{1}{2}$ NW $\frac{1}{2}$	15	5	5	40
N $\frac{1}{2}$ SW $\frac{1}{2}$ of				80
SW $\frac{1}{2}$ SE $\frac{1}{2}$				40
NE $\frac{1}{2}$ of	16	5	5	160
N $\frac{1}{2}$ NW $\frac{1}{2}$ of				80
NE $\frac{1}{2}$ SE $\frac{1}{2}$ "				40
S $\frac{1}{2}$ SW $\frac{1}{2}$ "				80
SW $\frac{1}{2}$ NW $\frac{1}{2}$ NE $\frac{1}{2}$	1	6	4	10

Descr.	Sec.	T.	R.	Acres.
S $\frac{1}{2}$ of	17	5	5	320
N $\frac{1}{2}$ &SW $\frac{1}{4}$ of NW $\frac{1}{4}$ NE $\frac{1}{4}$	18	5	5	30
NW $\frac{1}{4}$ of				160
N $\frac{1}{2}$ N $\frac{1}{2}$ &S $\frac{1}{2}$ NW $\frac{1}{4}$ &S $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ of				35
S $\frac{1}{2}$ of				320
N $\frac{1}{2}$ "	20	5	5	320
NE $\frac{1}{4}$ SW $\frac{1}{4}$				40
SW $\frac{1}{4}$ SW $\frac{1}{4}$				40
SW $\frac{1}{4}$ SE $\frac{1}{4}$				40
N $\frac{1}{2}$ N $\frac{1}{2}$ of	21	5	5	160
N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$				20
N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$				
W $\frac{1}{2}$ NW $\frac{1}{4}$	22	5	5	80
SE $\frac{1}{4}$ &SW $\frac{1}{4}$ of NE $\frac{1}{4}$ SE $\frac{1}{4}$				
NE $\frac{1}{4}$ &S $\frac{1}{2}$ " NW $\frac{1}{4}$ SE $\frac{1}{4}$	23	5	5	30
N $\frac{1}{2}$ of	25	5	5	320
NW $\frac{1}{4}$ of	24	5	5	160
NE $\frac{1}{4}$ NE $\frac{1}{4}$				40
S $\frac{1}{2}$ NE $\frac{1}{4}$ of				80
N $\frac{1}{2}$ SW $\frac{1}{4}$ &N $\frac{1}{2}$ of NE $\frac{1}{4}$ NE $\frac{1}{4}$	27	5	5	25
NW $\frac{1}{4}$ NE $\frac{1}{4}$				40
NE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$				10
N $\frac{1}{2}$ N $\frac{1}{2}$ &S $\frac{1}{2}$ NW $\frac{1}{4}$ &N $\frac{1}{2}$ SW $\frac{1}{4}$ of NW $\frac{1}{4}$ NE $\frac{1}{4}$	28	5	5	20
N $\frac{1}{2}$ NW $\frac{1}{4}$ &S $\frac{1}{2}$ NE $\frac{1}{4}$ &S $\frac{1}{2}$ of SW $\frac{1}{4}$ NE $\frac{1}{4}$				30
W $\frac{1}{2}$ &SE $\frac{1}{4}$ of SE $\frac{1}{4}$ NE $\frac{1}{4}$				30
N $\frac{1}{2}$ &SE $\frac{1}{4}$ " NE $\frac{1}{4}$ SE $\frac{1}{4}$				30
E $\frac{1}{2}$ " NW $\frac{1}{4}$ SE $\frac{1}{4}$				20
W $\frac{1}{2}$ " SW $\frac{1}{4}$ SE $\frac{1}{4}$				20
E $\frac{1}{2}$ " SE $\frac{1}{4}$ SE $\frac{1}{4}$				20
E $\frac{1}{2}$ NW $\frac{1}{4}$ of	29	5	5	80
W $\frac{1}{2}$ NE $\frac{1}{4}$ "				80
W $\frac{1}{2}$ &N $\frac{1}{2}$ NE $\frac{1}{4}$ &S $\frac{1}{2}$ SE $\frac{1}{4}$ of NE $\frac{1}{4}$ NW $\frac{1}{4}$	30	5	5	30
S $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$				10
SW $\frac{1}{4}$ SE $\frac{1}{4}$				40
W $\frac{1}{2}$ &NE $\frac{1}{4}$ of SW $\frac{1}{4}$ NW $\frac{1}{4}$	31	5	5	30
W $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$				20
SE $\frac{1}{4}$ NE $\frac{1}{4}$	33	5	5	40
NW $\frac{1}{4}$ &N $\frac{1}{2}$ NE $\frac{1}{4}$ &S $\frac{1}{2}$ of NE $\frac{1}{4}$ SE $\frac{1}{4}$	24	6	3	35
SW $\frac{1}{4}$ NW $\frac{1}{4}$	25	6	3	40
S $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$				20
SW $\frac{1}{4}$ NE $\frac{1}{4}$	26	6	3	40
SW $\frac{1}{4}$ NW $\frac{1}{4}$	28	6	3	40
NE $\frac{1}{4}$ NE $\frac{1}{4}$	34	6	3	40
SE $\frac{1}{4}$ NW $\frac{1}{4}$				
W $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$	35	6	3	20
S $\frac{1}{2}$ SE $\frac{1}{4}$ &N $\frac{1}{2}$ of NE $\frac{1}{4}$ NW $\frac{1}{4}$	35	6	4	10
E $\frac{1}{2}$ SE $\frac{1}{4}$ of				80
N $\frac{1}{2}$ SE $\frac{1}{4}$ &N $\frac{1}{2}$ NW $\frac{1}{4}$ &SW $\frac{1}{4}$ &NE $\frac{1}{4}$ of				
NW $\frac{1}{4}$ SE $\frac{1}{4}$	1	6	4	30
SE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$				10
N $\frac{1}{2}$ N $\frac{1}{2}$ &S $\frac{1}{2}$ NE $\frac{1}{4}$ &S $\frac{1}{2}$ of SW $\frac{1}{4}$ SE $\frac{1}{4}$				35
NE $\frac{1}{4}$ NW $\frac{1}{4}$	3	6	4	40
S $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$	4	6	4	20
N $\frac{1}{2}$ N $\frac{1}{2}$ &S $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$	11	6	4	35
NE $\frac{1}{4}$ &S $\frac{1}{2}$ SW $\frac{1}{4}$ of NW $\frac{1}{4}$ SE $\frac{1}{4}$				15
S $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{4}$ of SW $\frac{1}{4}$ SE $\frac{1}{4}$				10
NE $\frac{1}{4}$ NE $\frac{1}{4}$	12	6	4	40
S $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$				20
NW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$				10
N $\frac{1}{2}$ &SE $\frac{1}{4}$ of SE $\frac{1}{4}$ NE $\frac{1}{4}$				30
NE $\frac{1}{4}$ SE $\frac{1}{4}$				40
NW $\frac{1}{4}$ SW $\frac{1}{4}$				40

Desc.	SEC.	T. R	R.	Acres.
N $\frac{1}{2}$ NE $\frac{1}{4}$ & SE $\frac{1}{4}$ of SW $\frac{1}{4}$ NE $\frac{1}{4}$				15
SW $\frac{1}{4}$ NW $\frac{1}{4}$				1140
SE $\frac{1}{4}$ SW $\frac{1}{4}$				40
SW $\frac{1}{4}$ SE $\frac{1}{4}$				40
NW $\frac{1}{4}$ NW $\frac{1}{4}$	36	6	4	40
N $\frac{1}{2}$ NE $\frac{1}{4}$ & NW $\frac{1}{4}$ of SW $\frac{1}{4}$ NW $\frac{1}{4}$				15
N $\frac{1}{2}$ SE $\frac{1}{4}$ of -	1	6	5	80
SW $\frac{1}{4}$ "				160
SW $\frac{1}{4}$ SE $\frac{1}{4}$				40
S $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$	2	6	5	5
S $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$				20
E $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$				20
SW $\frac{1}{4}$ & E $\frac{1}{2}$ of SE $\frac{1}{4}$ SW $\frac{1}{4}$				30
S $\frac{1}{2}$ SE $\frac{1}{4}$ of				80
N $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$	3	6	5	20
NW $\frac{1}{4}$ SE $\frac{1}{4}$	4	6	5	40
SE $\frac{1}{4}$ SW $\frac{1}{4}$				40
NW $\frac{1}{4}$ & SW $\frac{1}{4}$ of NE $\frac{1}{4}$ NW $\frac{1}{4}$	6	6	5	20
E $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$				20
E $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$				20
N $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$				20
N $\frac{1}{2}$ SW $\frac{1}{4}$ & E $\frac{1}{2}$ of NW $\frac{1}{4}$ SW $\frac{1}{4}$				25
S $\frac{1}{2}$ SE $\frac{1}{4}$ & SW $\frac{1}{4}$ of SE $\frac{1}{4}$ SW $\frac{1}{4}$				15
SW $\frac{1}{4}$ & S $\frac{1}{2}$ NW $\frac{1}{4}$ & SE $\frac{1}{4}$ & S $\frac{1}{2}$ NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of SE $\frac{1}{4}$				30
N $\frac{1}{2}$ & N $\frac{1}{2}$ S $\frac{1}{2}$ & S $\frac{1}{2}$ SW $\frac{1}{4}$ of NE $\frac{1}{4}$ NW $\frac{1}{4}$	7	6	5	35
W $\frac{1}{2}$ of NW $\frac{1}{4}$ NW $\frac{1}{4}$				20
W $\frac{1}{2}$ & SE $\frac{1}{4}$ of SW $\frac{1}{4}$ NW $\frac{1}{4}$				30
S $\frac{1}{2}$ SE $\frac{1}{4}$ & W $\frac{1}{2}$ of NW $\frac{1}{4}$ SW $\frac{1}{4}$				25
SE $\frac{1}{4}$ SW $\frac{1}{4}$	8	6	5	40
N $\frac{1}{2}$ NE $\frac{1}{4}$ of	10	6	5	80
N $\frac{1}{2}$ & N $\frac{1}{2}$ S $\frac{1}{2}$ of SW $\frac{1}{4}$ NE $\frac{1}{4}$				30
SE $\frac{1}{4}$ NE $\frac{1}{4}$	11	6	5	40
W $\frac{1}{2}$ NW $\frac{1}{4}$	12	6	5	80
NW $\frac{1}{4}$ SE $\frac{1}{4}$	13	6	5	40
NE $\frac{1}{4}$ SW $\frac{1}{4}$				40
S $\frac{1}{2}$ S $\frac{1}{2}$ of				160
W $\frac{1}{2}$ NE $\frac{1}{4}$	14	6	5	80
E $\frac{1}{2}$ NE $\frac{1}{4}$				80
W $\frac{1}{2}$ SE $\frac{1}{4}$				80
E $\frac{1}{2}$ SW $\frac{1}{4}$				80
W $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$	16	6	5	20
W $\frac{1}{2}$ NW $\frac{1}{4}$ of				80
N $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$				20
SW $\frac{1}{4}$ SW $\frac{1}{4}$				40
W $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$				20
S $\frac{1}{2}$ NE $\frac{1}{4}$ of				30
N $\frac{1}{2}$ N $\frac{1}{2}$ & S $\frac{1}{2}$ NW $\frac{1}{4}$ & SW $\frac{1}{4}$ & S $\frac{1}{2}$ SE $\frac{1}{4}$ of	17	6	5	30
NE $\frac{1}{4}$ NE $\frac{1}{4}$				40
NW $\frac{1}{4}$ NE $\frac{1}{4}$				40
W $\frac{1}{2}$ NW $\frac{1}{4}$	18	6		80
SE $\frac{1}{4}$ NW $\frac{1}{4}$				40
SE $\frac{1}{4}$ NE $\frac{1}{4}$				40
S $\frac{1}{2}$ of				320
N $\frac{1}{2}$ N $\frac{1}{2}$	19	6	5	160
N $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$				20
S $\frac{1}{2}$ NE $\frac{1}{4}$ of				80
S $\frac{1}{2}$ SE $\frac{1}{4}$ W $\frac{1}{2}$ of SE $\frac{1}{4}$ SE $\frac{1}{4}$				25
S $\frac{1}{2}$ NW $\frac{1}{4}$ & NE $\frac{1}{4}$ & N $\frac{1}{2}$ SW $\frac{1}{4}$ of NE $\frac{1}{4}$ SE $\frac{1}{4}$	33	6	5	20
N $\frac{1}{2}$ & N $\frac{1}{2}$ S $\frac{1}{2}$ of NW $\frac{1}{4}$ NW $\frac{1}{4}$	36	6	5	30
N $\frac{1}{2}$ NE $\frac{1}{4}$ of	18	6	6	80
W $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$				20
SW $\frac{1}{4}$ SW $\frac{1}{4}$	19	6	6	40
SW $\frac{1}{4}$ SW $\frac{1}{4}$	20	6	6	40
N $\frac{1}{2}$ & N $\frac{1}{2}$ of N $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$	21	6	6	30

DESC.	Sec.	T.	R.	Acres.
S $\frac{1}{2}$ SW $\frac{1}{2}$ of				80
NE $\frac{1}{2}$ NE $\frac{1}{2}$	13	65	4	40
S $\frac{1}{2}$ NE $\frac{1}{2}$ & W $\frac{1}{2}$ & SE $\frac{1}{2}$ of NW $\frac{1}{2}$ NE $\frac{1}{2}$				35
S $\frac{1}{2}$ NE $\frac{1}{2}$ of				80
SE $\frac{1}{2}$ of				160
N $\frac{1}{2}$ SW $\frac{1}{2}$ of				80
SE $\frac{1}{2}$ SW $\frac{1}{2}$				40
SE $\frac{1}{2}$ SW $\frac{1}{2}$ NW $\frac{1}{2}$	14	6	4	10
N $\frac{1}{2}$ & SE $\frac{1}{2}$ of SE $\frac{1}{2}$ NW $\frac{1}{2}$				30
SW $\frac{1}{2}$ NE $\frac{1}{2}$ of				40
N $\frac{1}{2}$ & N $\frac{1}{2}$ S $\frac{1}{2}$ of SE $\frac{1}{2}$ NE $\frac{1}{2}$				30
N $\frac{1}{2}$ NW $\frac{1}{2}$ SE $\frac{1}{2}$				20
W $\frac{1}{2}$ NE $\frac{1}{2}$ SW $\frac{1}{2}$	15	6	4	20
S $\frac{1}{2}$ SE $\frac{1}{2}$ of NE $\frac{1}{2}$ SW $\frac{1}{2}$	22	6	4	5
S $\frac{1}{2}$ SW $\frac{1}{2}$ " SE $\frac{1}{2}$ SW $\frac{1}{2}$				5
NE $\frac{1}{2}$ NE $\frac{1}{2}$	24	6	4	40
NE $\frac{1}{2}$ & S $\frac{1}{2}$ NW $\frac{1}{2}$ of NW $\frac{1}{2}$ NW $\frac{1}{2}$	25	6	4	15
SE $\frac{1}{2}$ of SW $\frac{1}{2}$ NE $\frac{1}{2}$				30
N $\frac{1}{2}$ & S $\frac{1}{2}$ SE $\frac{1}{2}$ & S $\frac{1}{2}$ SE $\frac{1}{2}$ SE $\frac{1}{2}$ NE $\frac{1}{2}$				25
E $\frac{1}{2}$ & SW $\frac{1}{2}$ of NW $\frac{1}{2}$ SE $\frac{1}{2}$				30
S $\frac{1}{2}$ of SW $\frac{1}{2}$ SW $\frac{1}{2}$				20
SE $\frac{1}{2}$ SW $\frac{1}{2}$				40
SE $\frac{1}{2}$ SW $\frac{1}{2}$	26	6	4	40
E $\frac{1}{2}$ SE $\frac{1}{2}$ of	27	6	4	80
SW $\frac{1}{2}$ & NW $\frac{1}{2}$ of NE $\frac{1}{2}$ SW $\frac{1}{2}$	28	6	4	20
SW $\frac{1}{2}$ SE $\frac{1}{2}$ SE $\frac{1}{2}$				10
S $\frac{1}{2}$ NE $\frac{1}{2}$ & S $\frac{1}{2}$ SW $\frac{1}{2}$ & N $\frac{1}{2}$ S $\frac{1}{2}$ of NW $\frac{1}{2}$				20
SE $\frac{1}{2}$	29	6	4	20
SW $\frac{1}{2}$ SW $\frac{1}{2}$	32	6	4	40
NE $\frac{1}{2}$ & N $\frac{1}{2}$ SE $\frac{1}{2}$ of NE $\frac{1}{2}$ NE $\frac{1}{2}$	33	6	4	15
S $\frac{1}{2}$ NE $\frac{1}{2}$ & W $\frac{1}{2}$ of SE $\frac{1}{2}$ NE $\frac{1}{2}$				25
NW $\frac{1}{2}$ SE $\frac{1}{2}$				40
SE $\frac{1}{2}$ NE $\frac{1}{2}$ SW $\frac{1}{2}$				10
NE $\frac{1}{2}$ NE $\frac{1}{2}$	34	6	4	40
NW $\frac{1}{2}$ NW $\frac{1}{2}$				40
N $\frac{1}{2}$ & N $\frac{1}{2}$ SE $\frac{1}{2}$ of SW $\frac{1}{2}$ NW $\frac{1}{2}$				25
SE $\frac{1}{2}$ NW $\frac{1}{2}$	19	6	5	40
N $\frac{1}{2}$ & SW $\frac{1}{2}$ of NE $\frac{1}{2}$ SE $\frac{1}{2}$				30
N $\frac{1}{2}$ SW $\frac{1}{2}$ SW $\frac{1}{2}$				20
S $\frac{1}{2}$ NW $\frac{1}{2}$ & SW $\frac{1}{2}$ & S $\frac{1}{2}$ SE $\frac{1}{2}$ of SE $\frac{1}{2}$ SW $\frac{1}{2}$				20
N $\frac{1}{2}$ NE $\frac{1}{2}$ & SW $\frac{1}{2}$ & S $\frac{1}{2}$ SE $\frac{1}{2}$ " SE $\frac{1}{2}$ SE $\frac{1}{2}$				20
N $\frac{1}{2}$ SE $\frac{1}{2}$ of	20	6	5	80
SW $\frac{1}{2}$ SE $\frac{1}{2}$				40
E $\frac{1}{2}$ & S $\frac{1}{2}$ SW $\frac{1}{2}$ of SE $\frac{1}{2}$ SE $\frac{1}{2}$				25
N $\frac{1}{2}$ & N $\frac{1}{2}$ & N $\frac{1}{2}$ SW $\frac{1}{2}$ of NE $\frac{1}{2}$ SW $\frac{1}{2}$	21	6	5	15
N $\frac{1}{2}$ & N $\frac{1}{2}$ & S $\frac{1}{2}$ NE $\frac{1}{2}$ " NW $\frac{1}{2}$ SW $\frac{1}{2}$				15
N $\frac{1}{2}$ SE $\frac{1}{2}$ & S $\frac{1}{2}$ S $\frac{1}{2}$ of SW $\frac{1}{2}$ SW $\frac{1}{2}$				15
S $\frac{1}{2}$ NE $\frac{1}{2}$ SE $\frac{1}{2}$ SW $\frac{1}{2}$				5
N $\frac{1}{2}$ SE $\frac{1}{2}$ of	22	6	5	30
NE $\frac{1}{2}$ of	24	6	5	160
SW $\frac{1}{2}$ "	24	6	5	160
SE $\frac{1}{2}$ SW $\frac{1}{2}$	25	6	5	40
W $\frac{1}{2}$ SW $\frac{1}{2}$ SE $\frac{1}{2}$				20
S $\frac{1}{2}$ NE $\frac{1}{2}$ of	26	6	5	80
S $\frac{1}{2}$ "				320
NW $\frac{1}{2}$ of	27	6	5	160
E $\frac{1}{2}$ NW $\frac{1}{2}$ NE $\frac{1}{2}$	28	6	5	20
NE $\frac{1}{2}$ & N $\frac{1}{2}$ SW $\frac{1}{2}$ of NW $\frac{1}{2}$ SW $\frac{1}{2}$				15
E $\frac{1}{2}$ SE $\frac{1}{2}$ SW $\frac{1}{2}$				20
SE $\frac{1}{2}$ NW $\frac{1}{2}$ SE $\frac{1}{2}$	29	6	5	10
S $\frac{1}{2}$ SE $\frac{1}{2}$ & SW $\frac{1}{2}$ of SE $\frac{1}{2}$ SW $\frac{1}{2}$				15
NE $\frac{1}{2}$ & S $\frac{1}{2}$ of NE $\frac{1}{2}$ NE $\frac{1}{2}$	30	6	5	30
S $\frac{1}{2}$ NE $\frac{1}{2}$ & N $\frac{1}{2}$ SW $\frac{1}{2}$ of NW $\frac{1}{2}$ NE $\frac{1}{2}$				10
N $\frac{1}{2}$ SW $\frac{1}{2}$ NE $\frac{1}{2}$ NW $\frac{1}{2}$				5

Desc.	Sec.	T.	R.	Acres.
$\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$				20
SE $\frac{1}{4}$ & S $\frac{1}{2}$ NE $\frac{1}{4}$ of SW $\frac{1}{4}$ SE $\frac{1}{4}$				15
W $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$	29	6	6	20
W $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$				20
E $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$	30	6	6	20
NW $\frac{1}{4}$ NE $\frac{1}{4}$	31	6	6	40
W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$				20
E $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$				20
E $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$				20
E $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$	1	7	3	20

Filed for record October 5th 1923 at 8 A. M.
 Recorded October 5th 1923.

C. L. Lambert, Judge of Probate.

EXHIBIT "D".

ASSIGNMENT OF OIL, GAS AND MINERAL RIGHTS.

This assignment made and entered into the First day of May, 1921 by and between the Southern Plantation Development Co. a Corporation of Alabama, party of the first part, and C. N. Souther of Chicago, Illinois, party of the second part.

WITNESSETH: That the said Southern Plantation Development Co. for and in consideration of One Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, has granted, demised, and assigned, and by these presents does grant, demise, and assign unto the said C. N. Souther for the purpose of facilitating the sale and disposition of the lands owned by the Southern Plantation Development Co. described in a certain contract between the Southern Plantation Development Co. and said C. N. Souther dated May 1, 1921, and also in a schedule here-to attached and made a part hereof, all the Oil, Gas and Mineral Rights on any and all of said lands, and

IT IS FURTHER UNDERSTOOD AND AGREED, that C. N. Souther shall be the sole and lawful owner of all Oil, Gas and Mineral produced or any and all of the tracts of land herein described, owned by the Southern Plantation Development Co., situated in the County of Baldwin, State of Alabama, being Six Hundred Ninety (690) acres specifically described in said Schedule or Exhibit A. which is attached to and is a part of this assignment.

IT IS FURTHER AGREED, that this assignment shall remain in force for a term of Fifty (50) years from this date and as long thereafter as oil, gas, mineral (or either) is produced on said land

There is expressly granted to the said C. N. Souther the right at any time to begin drilling wells for oil or gas, and mining for minerals on said land, and the privilege of assigning the whole or any part of the oil, gas and mineral rights is expressly allowed, and the covenants hereof shall extend to his heirs, administrators, or assigns.

In testimony hereof we signed this, the 7th day of December, 1923.

(Corporate Seal)
Witness:
S. V. Lipschultz
Daisy A. Baker.

SOUTHERN PLANTATION DEVELOPMENT CO.
Benjamin Newhall Vice-Pres.
P. G. Baker Sec'y

(50¢ U S I R Stamp attached.)

STATE OF ILLINOIS,) ss
COUNTY OF COOK)

I, P. G. Baker, a Notary Public in and for said County in said State hereby certify that Benjamin Newhall, Vice President of the Southern Plantation Development Co. a corporation, whose name is signed to the foregoing conveyance, and who is personally known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he as such officer and with full authority executed the same voluntarily for and as act of said corporation.

Given under my hand and seal this 7th day of December, 1923

(SEAL) P. G. Baker
Notary Public,
In and for Cook County, Illinois.
My commission expires April 14, 1924.

STATE OF ILLINOIS.) ss
COUNTY OF COOK.)

I, Lillian F. Kunnucan a Notary Public in and for said County in said State hereby certify that P. G. Baker, Secretary of the Southern Plantation Development Company, a corporation,

whose name is signed to the foregoing conveyance, and who is personally known to me, acknowledged before me on this day that being informed of the contents of the conveyance she as such officer and with full authority executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal this 7th day of December, 1923.

(SEAL)

Lillian F. Kinnucan
Notary Public

In and for Cook County, Illinois.
My commission expires Feb. 19, 1926.

"EXHIBIT A"

THE LEGAL DESCRIPTION OF LAND OWNED IN FEE SIMPLE BY THE SOUTHERN PLANTATION DEVELOPMENT CO., A CORP. IN BALDWIN COUNTY, ALA.

Desc.	Sec.	T.	R.	Acres.
N $\frac{1}{2}$ NW $\frac{1}{4}$ of NE $\frac{1}{4}$ NW $\frac{1}{4}$	2	5	4	5
NE $\frac{1}{4}$ " NW $\frac{1}{4}$ NE $\frac{1}{4}$				10
S $\frac{1}{2}$ NW $\frac{1}{4}$ " NE $\frac{1}{4}$ SW $\frac{1}{4}$				5
S $\frac{1}{2}$ S $\frac{1}{2}$ " NE $\frac{1}{4}$ SW $\frac{1}{4}$				10
N $\frac{1}{2}$ &SW $\frac{1}{4}$ &N $\frac{1}{2}$ SE $\frac{1}{4}$ of SW $\frac{1}{4}$ SW $\frac{1}{4}$	9	5	4	35
N $\frac{1}{2}$ of NW $\frac{1}{4}$ SE $\frac{1}{4}$	25	5	4	20
E $\frac{1}{2}$ " NE $\frac{1}{4}$ NE $\frac{1}{4}$	35	5	4	20
S $\frac{1}{2}$ NW $\frac{1}{4}$ of SE $\frac{1}{4}$ NW $\frac{1}{4}$	14	5	5	35
N $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ of NW $\frac{1}{4}$				5
SW $\frac{1}{4}$ SW $\frac{1}{4}$	15	5	5	40
SE $\frac{1}{4}$ SW $\frac{1}{4}$				40
S $\frac{1}{2}$ &S $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$	4	6	4	30
N $\frac{1}{2}$ &SE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$	5	6	4	30
W $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$	12	6	4	20
SE $\frac{1}{4}$ SE $\frac{1}{4}$				40
S $\frac{1}{2}$ &NE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$				30
NW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$				10
S $\frac{1}{2}$ N $\frac{1}{2}$ &N $\frac{1}{2}$ SE $\frac{1}{4}$ of SW $\frac{1}{4}$ SE $\frac{1}{4}$	18	6	4	15
N $\frac{1}{2}$ of NE $\frac{1}{4}$ NE $\frac{1}{4}$				20
N $\frac{1}{2}$ S $\frac{1}{2}$ of NW $\frac{1}{4}$ SE $\frac{1}{4}$				10
E $\frac{1}{2}$ SW $\frac{1}{4}$ "SW $\frac{1}{4}$ SW $\frac{1}{4}$	24	6	4	5
N $\frac{1}{2}$ SE $\frac{1}{4}$ "SW $\frac{1}{4}$ SW $\frac{1}{4}$				5
N $\frac{1}{2}$ SE $\frac{1}{4}$ "SW $\frac{1}{4}$ NW $\frac{1}{4}$	36	6	4	5
N $\frac{1}{2}$ SW $\frac{1}{4}$ "SW $\frac{1}{4}$ NW $\frac{1}{4}$				5
N $\frac{1}{2}$ NW $\frac{1}{4}$ "SW $\frac{1}{4}$ SW $\frac{1}{4}$	2	6	5	5
N $\frac{1}{2}$ SE $\frac{1}{4}$ " NE $\frac{1}{4}$ SE $\frac{1}{4}$	2	6	5	5
S $\frac{1}{2}$ NE $\frac{1}{4}$ " NE $\frac{1}{4}$ NW $\frac{1}{4}$	6	6	5	5
N $\frac{1}{2}$ SE $\frac{1}{4}$ "NE $\frac{1}{4}$ NW $\frac{1}{4}$	6	6	5	5
N $\frac{1}{2}$ NE $\frac{1}{4}$ "NE $\frac{1}{4}$ NW $\frac{1}{4}$				5
NW $\frac{1}{4}$ NE $\frac{1}{4}$	18	6	5	40
SW $\frac{1}{4}$ NE $\frac{1}{4}$				40
NE $\frac{1}{4}$ NW $\frac{1}{4}$				40
NE $\frac{1}{4}$ NW $\frac{1}{4}$	31	6	5	40
N $\frac{1}{2}$ NE $\frac{1}{4}$ of SW $\frac{1}{4}$, NE $\frac{1}{4}$	36	6	5	5
S $\frac{1}{2}$ NW $\frac{1}{4}$ &N $\frac{1}{2}$ SW $\frac{1}{4}$ of NE $\frac{1}{4}$ NW $\frac{1}{4}$	20	6	6	10
NW $\frac{1}{4}$ & N $\frac{1}{2}$ SW $\frac{1}{4}$ " NW $\frac{1}{4}$ NE $\frac{1}{4}$				15
E $\frac{1}{2}$ of SW $\frac{1}{4}$ NW $\frac{1}{4}$	21	6	6	20
N $\frac{1}{2}$ NW $\frac{1}{4}$ of SW $\frac{1}{4}$ SE $\frac{1}{4}$				5
S $\frac{1}{2}$ SE $\frac{1}{4}$ " NE $\frac{1}{4}$ SW $\frac{1}{4}$				5
S $\frac{1}{2}$ NE $\frac{1}{4}$ " SE $\frac{1}{4}$ NW $\frac{1}{4}$	30	6	6	5
N $\frac{1}{2}$ " NE $\frac{1}{4}$ SW $\frac{1}{4}$				20
				<u>690</u>

Filed for record December 20th 1923 at 8 A. M.
Recorded January 5th 1924.

G. L. Lambert, Judge of Probate

I, G. L. Lambert, Judge of Probate, for said County, hereby certify that the following privilege tax has been paid on the within instrument as required by Acts 1923 and 1903. viz:- \$ -.50 cts.

G. L. LAMBERT,

Judge of Probate.

W. R. HAWKINS

Clerk.

S. W. HAMM,

Complainant,

-vs-

SOUTHERN PLANTATION DEVELOPMENT COMPANY, A Corporation,
ET AL,

Respondents.

IN THE CIRCUIT COURT-EQUITY SIDE

STATE OF ALABAMA

BALDWIN COUNTY.

No. 851.

DECREE PRO CONFESSO ON SERVICE BY REGISTERED MAIL.

In this cause it appearing that a copy of the Bill of Complaint as filed in this cause, together with a Summons to answer such Bill of Complaint within thirty days from the date of service thereof, was issued by the Register and by him sent to the Respondents, C. N. Souther, P. G. Baker, Floyd R. Perkins and Floyd R. Perkins, as Trustee, by registered mail, postage prepaid, addressed to each of such Defendants at the addresses shown in the Bill of Complaint and marked "For Delivery Only to The Person to Whom addressed" and return receipt demanded addressed to "T. W. Richerson, as Register of the Circuit Court, Equity Side, Baldwin County, Alabama"; that said Summons was issued on February 11th, 1930 and, together with said copy of the Bill of Complaint, was so mailed on February 11th, 1930; that such registry return receipts were received back by the Register from each of said Respondents on February 17, 1930 and by him filed in this cause on the day of the receipt thereof; and it now further appearing that the Respondents, C. N. Souther, P. G. Baker, Floyd R. Perkins and Floyd R. Perkins, as Trustee, have to the date hereof failed to appear and plead, answer or demur to the Original Bill of Complaint in this cause, and without the time for answering or pleading having been extended.

It is, therefore, on motion of the Complainant ordered and decreed by the Register that the said Original Bill of Complaint be and it hereby is in all things taken as confessed against the said C. N. Souther, P. G. Baker, Floyd R. Perkins and Floyd R. Perkins, as Trustee.

IN WITNESS WHEREOF, I hereunto set my hand as Register and affix the seal of the Circuit Court of Baldwin County, Alabama, on this the 1st day of Sept, 1930.

T. W. Richerson
Register.

S. W. HAMM,
Complainant,

-vs-

SOUTHERN PLANTATION DEVELOP-
MENT COMPANY, A Corporation,
ET AL,
Respondents.

IN THE CIRCUIT COURT-EQUITY SIDE

STATE OF ALABAMA

BALDWIN COUNTY.

No. 851.

MOTION FOR DECREE PRO CONFESSO ON SERVICE BY REGISTERED MAIL.

TO THE HON. T. W. RICHESON, REGISTER:

Comes the Complainant, S. W. Hamm, by Norborne Stone as his Solicitor of record, and moves that a Decree Pro Confesso on Service by Registered Mail be made and entered in this cause against the Respondents, C. N. Souther, P. G. Baker, Floyd R. Perkins and Floyd R. Perkins, as Trustee, and for grounds of this Motion shows that a copy of the Bill of Complaint as filed in this cause, together with a Summons to answer such Bill of Complaint within thirty days from the date of service thereof, was issued by the Register of this Court and by him sent to each of said Respondents by registered mail, postage prepaid, addressed to each of such Respondents at the addresses shown in the Bill of Complaint, and marked "For Delivery Only to the Person To Whom Addressed", and return receipt demanded addressed to "T. W. Richerson, Register of the Circuit Court-Equity Side-Bay Minette, Alabama"; that said Summons was issued on February 11th, 1930 and, together with said copy of the Bill of Complaint, was so mailed on February 11th, 1930; that such registry return receipts were received back by the Register from each of said Respondents on February 17, 1930 and by him filed in this cause on the day of the receipt thereof, and that the said Respondents and each of them have to this date failed to appear and plead, answer or demur to the Bill of Complaint in this cause, and without the time for so answering or pleading having been extended.

WHEREFORE, Complainant moves that a Decree Pro Confesso on Service by Registered Mail be made and entered against the said above named Respondents and each of them.


Solicitor for Complainant.

S. W. HAMM,
Complainant,

vs.

SOUTHERN PLANTATION DEVELOPMENT COMPANY, a corporation, HF AL.,

Respondents.

IN THE CIRCUIT COURT-EQUITY SIDE.

STATE OF ALABAMA.

BALDWIN COUNTY.

NO. 851.

ORDER OF PUBLICATION AS TO NON-RESIDENT DEFENDANTS.

It being shown and made to appear by the Bill of Complaint in this cause, said Bill of Complaint being sworn to, that the defendants, Southern Plantation Development Company, a corporation, C. N. Souther, P. G. Baker, Floyd R. Perkins and Floyd R. Perkins, Trustee, are non-residents of the State of Alabama, residing at and their respective places of residence and post office addresses being as set out in the Bill of Complaint, and that said defendants and each of them are over the age of twenty-one years, except the Southern Plantation Development Company, which is a corporation; it is, therefore,

ORDERED, that the defendants, Southern Plantation Development Company, a corporation, C. N. Souther, P. G. Baker, Floyd R. Perkins and Floyd R. Perkins, Trustee, and each of them, and they and each of them hereby are required to answer or demur to said Bill before the 17th day of March, 1930; it is further,

ORDERED, that this Order of Publication be published in The Baldwin Times, a newspaper published at Bay Minette, Alabama, printed in the English language and of general circulation in Baldwin County, Alabama, the County where published, once a week for four (4) consecutive weeks; that a copy of this Order be posted up at the door of the Court House of Baldwin County, Alabama, and another copy thereof be sent by registered mail with Return Receipt demanded to each of said defendants at their respective addresses as shown by said Bill of Complaint, each of said registered letters to be marked "For Delivery only to the Person to Whom Addressed", which copy shall be so posted up and sent by mail within twenty (20) days from the making of this Order.

IN WITNESS WHEREOF, I, T. W. Richerson, hereunto set my hand as Register and affix the Seal of the Circuit Court of Baldwin County, Alabama, on this the 11th day of February, 1930.


Register.

NORBORNE STONE,

Solicitor for Complainant.

The State of Alabama, }
Baldwin County

Circuit Court of Baldwin County, In Equity

To Any Sheriff of the State of Alabama--GREETING:

WE COMMAND YOU, That you summon Southern Plantation Development
Company, a corporation,

~~of~~ 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 Sum-
mons, and there to answer, plead or demur, without oath, to a Bill of Complaint lately exhibited by
S. W. Hamm

against said Southern Plantation Development Company, a corporation,
and G. N. Souther, P. G. Baker, Floyd R. Perkins and Floyd R.
Perkins, Trustee,

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, T. W. Richerson, Register of said Circuit Court, this 11th day of
February, 1930.

T. W. Richerson Register

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

S. W. HAMM,
Complainant,

-vs-

SOUTHERN PLANTATION DEVELOP-
MENT COMPANY, A Corporation,
ET AL,
Respondents.

) IN THE CIRCUIT COURT-EQUITY SIDE

) STATE OF ALABAMA

) BALDWIN COUNTY.

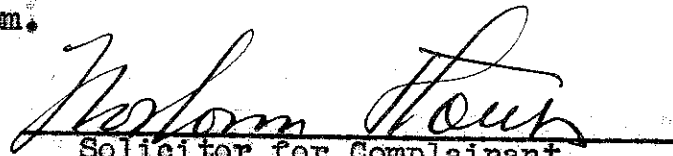
) No. 851

MOTION FOR DECREE PRO CONFESSO ON SERVICE BY PUBLICATION.

TO THE HON. T. W. RICHEYSON, REGISTER:

Comes the Complainant, S. W. Hamm, by Norborne Stone as his Solicitor of record, and moves that a Decree Pro Confesso on Service By Publication be made and entered in this cause against the Respondents, C. N. Souther, P. G. Baker, Floyd R. Perkins and Floyd R. Perkins, as Trustee, and for grounds of this Motion shows that the Order of Publication against said Respondents heretofore made in this cause has been perfected and that more than thirty days have expired after the period specified in the Order of Publication, and that said Respondents and each of them has failed to appear and plead, answer or demur to the original Bill of Complaint in this cause and that the time for so answering or pleading has not been extended.

WHEREFORE, Complainant moves that a Decree Pro Confesso on Service by Publication be made and entered against the said above named Respondents and each of them.


Solicitor for Complainant.

S. W. HAMM,

Complainant,

vs.

SOUTHERN PLANTATION DEVELOPMENT COMPANY, a corporation, ET AL.,

Respondents.

IN THE CIRCUIT COURT-EQUITY SIDE.

STATE OF ALABAMA.

BALDWIN COUNTY.

NO. 851.

CERTIFICATE BY REGISTER AS TO ISSUANCE, PUBLICATION,
POSTING AND MAILING OF ORDER OF PUBLICATION AS TO
NON-RESIDENT DEFENDANTS.

I, T. W. Richerson, as Register of the Circuit Court, Equity Side, of Baldwin County, Alabama, do hereby certify that it having been shown and made to appear by the Bill of Complaint in this cause, said Bill of Complaint being sworn to, that the defendants, Southern Plantation Development Company, a corporation, C. N. Souther, P. G. Baker, Floyd R. Perkins and Floyd R. Perkins, Trustee, were non-residents of the State of Alabama, residing at the places and their respective places of residence and post office addresses being as shown in and by the Bill of Complaint, and that said defendants and each of them were over the age of twenty-one years, except the Southern Plantation Development Company, which is a corporation, I, as such Register, did on the 11th day of February, 1930, make an Order against all of said defendants and each of them, requiring them and each of them to answer or demur to said Bill before the 17th day of March, 1930, the day named in said Order, and being a day not less than thirty (30) days nor more than fifty (50) days from the making thereof; that I had said Order of Publication published in The Baldwin Times, a newspaper published at Bay Minette, Alabama, printed in the English language and of general circulation in Baldwin County, Alabama, the County where published, said publication being made once a week for four (4) consecutive weeks, being made in the issues of February 13th, February 20th, February 27th and March 6th, 1930; that I did post up at the door of the Court House of Baldwin County, Alabama, a copy of said Order and did send by registered mail, with return receipt requested, another copy of said Order to each of said defendants, addressed to each of them at their respective address shown in and by said Bill of Complaint; said registered letters being marked "For Delivery only to the Person to whom Addressed", said notice being by me so posted up and said notices being by me sent by mail on the 11th day of February, 1930, being within twenty (20) days from the making of said Order.

I further certify that such registry return receipts were received back by me as such Register on the following dates, viz.:

Southern Plantation Development Company on the 17 day of Feb, 1930;

C. N. Souther on the 17 day of Feb, 1930;

P. G. Baker on the 17 day of Feb, 1930;

Floyd R. Perkins on the 17 day of Feb, 1930;

Floyd R. Perkins, Trustee, on the 17 day of Feb, 1930;

(page two)

and were by me filed in this cause on the same day as received.

IN WITNESS WHEREOF, I hereunto set my hand as Register
and affix the Seal of said Circuit Court, on this the 27 day
of March, 1930.

D. W. Rice
Register.

(page two)

3 copies
as the defendant's
agent of all Plantation Co.

SERVE ON

Circuit Court of Baldwin County
In Equity

No. 851 **RECORDED**

By SUMMONS

S. W. Hamm,

Complainant,

vs.

Southern Plantation De-
velopment Company, a
corporation, et al.,

Respondents.

Norborne Stone,
Solicitor for Complainant

Recorded in Vol _____ Page _____

THE STATE OF ALABAMA,
BALDWIN COUNTY

Received in office this 11th
day of July 1920

Sheriff

Executed this 11th day of

1920

by leaving a copy of the within Summons with

Defendant.

Sheriff

By _____
Deputy Sheriff

RECORDED

THE BALDWIN TIMES

PUBLISHED IN THE LAND OF THE GOLDEN SATSUMA

SUBSCRIPTION \$2.00 PER YEAR IN ADVANCE
ADVERTISING RATES GIVEN ON APPLICATION

R. B. VAIL
EDITOR AND PROPRIETOR

BAY MINETTE, ALA.

ALFIDAVIT OF PUBLICATION

STATE OF ALABAMA,
BALDWIN COUNTY.

R. B. Vail

being duly sworn, deposes and says that he is the PUBLISHER of THE BALDWIN TIMES, a Weekly Newspaper published at Bay Minette, Baldwin County, Alabama; that the notice hereto attached of _____

J. W. Hamm

vs

Sou. Plant. Dev. Co.

Perkins, Trustee, are non-residents of the State of Alabama, residing at and their respective places of residences and post office addresses being as set out in the Bill of Complaint, and that said defendants and each of them are over the age of twenty-one years, except the Southern Plantation Development Company, which is a corporation; it is, therefore,

ORDERED, that the defendants, Southern Plantation Development Company, a corporation, C. N. Souther, P. G. Baker, Floyd R. Perkins and Floyd R. Perkins, Trustee, and each of them, and they and each of them hereby are required to answer or demur to said Bill before the 17th day of March, 1930; it is further,

ORDERED, that this Order of Publication be published in The Baldwin Times, a newspaper published at Bay Minette, Alabama, printed in the English language and of general circulation in Baldwin County, Alabama, the County where published, once a week for four (4) consecutive weeks; that a copy of this Order be posted up at the door of the Court House of Baldwin County, Alabama, and another copy thereof be sent by registered mail with Return Receipt demanded to each of said defendants at their respective addresses as shown by said Bill of Complaint, each of said registered letters to be marked "For Delivery only to the Person to Whom Addressed," which copy shall be so posted up and sent by mail within (20) days from the making of this Order.

Was published in said Newspaper for 4 consecutive weeks in the following

<i>February 12</i>	<i>1930</i>	Vol. <i>41</i>	No. <i>2</i>
<i>February 20</i>	<i>1930</i>	Vol. <i>41</i>	No. <i>3</i>
<i>February 27</i>	<i>1930</i>	Vol. <i>41</i>	No. <i>4</i>
<i>March 6</i>	<i>1930</i>	Vol. <i>41</i>	No. <i>5</i>

before the undersigned this 27 day of

March 1930

R. B. Vail

Publisher.

IN WITNESS WHEREOF, I, T. W. Richerson, hereunto set my hand as Register and affix the Seal of the Circuit Court of Baldwin County, Alabama, on this the 11th day of February, 1930.

(SEAL) T. W. F

NORBORNE STONE,
Solicitor for Complainant

The State of Alabama, }
Baldwin County

Circuit Court of Baldwin County, In Equity

To Any Sheriff of the State of Alabama--GREETING:

WE COMMAND YOU, That you summon Southern Plantation Development
Company, a corporation, C. N. Souther, P. G. Baker, Floyd R.
Perkins and Floyd R. Perkins, Trustee,

~~XX~~ ~~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 Sum-
mons, and there to answer, plead or demur, without oath, to a Bill of Complaint lately exhibited by
S. W. Hamm

against said Southern Plantation Development Company, a corporation,
C. N. Souther, P. G. Baker, Floyd R. Perkins and Floyd R. Perkins,
Trustee,

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, T. W. Richerson, Register of said Circuit Court, this 11th day of
February, 1930.

T. W. Richerson Register

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

S. W. HAMM,

Complainant,

-VS-

SOUTHERN PLANTATION DEVELOPMENT COMPANY, A Corporation,
ET AL,

Respondents.

IN THE CIRCUIT COURT-EQUITY SIDE

STATE OF ALABAMA

BALDWIN COUNTY.

No. 851.

DECREE PRO CONFESSO ON SERVICE BY PUBLICATION.

In this cause it appearing that the Order of Publication heretofore made in this cause on February 11th, 1930 by T. W. Richerson, as Register, against all of the Respondents as non-resident Defendants, was duly published in the Baldwin Times, a newspaper published at Bay Minette, Alabama, printed in the English language and of general circulation in Baldwin County, Alabama, the County where published, said publication being made once a week for four consecutive weeks, being made in the issues of February 13th, February 20th, February 27th and March 6th, 1930; that T. W. Richerson, as Register, did post up at the door of the Court House of Baldwin County, Alabama a copy of said Order and did send by registered mail, with Return Receipt requested, another copy of said Order to each of said Defendants, addressed to each of them at their respective addresses shown in and by said Bill of Complaint, said registered letters being marked "For Delivery Only to the Person To Whom Addressed", said Notice being so posted up and said Notices being so mailed on the 11th day of February, 1930, being within twenty days from the making of said Order, and further that such registry return receipts were received back by the Register from each of the Respondents on February 17, 1930 and were by him filed in this cause on the same day as received, and it now further appearing that of the Respondents, C. N. Souther, P. G. Baker, Floyd R. Perkins and Floyd R. Perkins, as Trustee, have to the date hereof, being more than thirty days after the period specified in the Order of Publication, failed to appear and plead, answer or demur to the Original Bill of Complaint in this cause, and without the time for answering or pleading having been extended.

(page two)

It is therefore on motion of the Complainant ordered and decreed by the Register that the said original Bill of Complaint be and it hereby is in all things taken as confessed against the said C. N. Southern, P. G. Baker, Floyd R. Perkins and Floyd R. Perkins, as Trustee.

IN WITNESS WHEREOF, I hereunto set my hand as Register and affix the seal of the Circuit Court of Baldwin County, Alabama on this the 1st day of Sept, 1930.

T. W. Richardson
Register.

S. W. HAMM,
Complainant.

vs.

SOUTHERN PLANTATION DEVELOP-
MENT COMPANY et al,
Respondent.

NO.

IN EQUITY

IN THE CIRCUIT COURT OF
BALDWIN COUNTY.

Comes THE SOUTHERN PLANTATION DEVELOPMENT COMPANY,
Respondent in the above styled cause and demurs to the bill
of complaint, heretofore filed upon the following grounds:

FIRST: There is no equity in the bill.

SECOND: Because the injuries complained of are a-
gainst the SOUTHERN PLANTATION DEVELOPMENT COMPANY as a whole,
and Complainant is but a minority stock holder therein.

THIRD: Because the bill does not show that any ap-
plication was ever made to the Board of Directors, assembled
as such, to remedy the grievances complained of in the bill.

FOURTH: Because the bill does not show that any prop-
er application was ever made to the meeting of the stock hold-
ers as such to remedy the grievances complained of in the bill.

FIFTH: Because Complainant does not show that he has
made any effort toward calling a meeting of the stock holders,
or that such stock holders or directors had ever refused to
remedy the complaints here presented.

SIXTH: Because Complainant seeks to show that the
Board of Directors is derelict in its duty toward the stock
holders, but does not name all of the members of said Board as
parties defendant.

Respondent further demurs to that portion of the
prayer of the bill which seeks to annul the contract made be-
tween the Corporation and C. N. Souther for the sale of lands
or the conveyance of mineral rights.

SEVENTH: Because it does not show that Complainant
has made any effort to have the Board of Directors of the
stock holders take any steps toward such annulment.

EIGHTH: Because said Souther Contract is not shown

by the bill to be prejudicial to the interests of the Corporation.

NINTH: Because said bill asks to have said contract set aside, but does not offer to do equity to said Souther or to place him in statu quo.

Respondent further demurs to that portion of the bill seeking to annul the contract between the Corporation and Floyd R. Perkins, as Trustee, upon the same grounds as set out to the prayer to annul the Souther contracts by Numbers SEVENTH, EIGHTH and NINTH.

Respondent further demurs to that portion of the prayer of the bill that prays for the removal of the present president and secretary upon the same grounds as are averred to the entire bill.

Respondent further demurs to that portion of the prayer of the bill that asks that a receiver be appointed upon the following grounds.

TENTH: The bill does not show specific charges of fraud, as are essential to the appointment of a receiver.

ELEVENTH: That the bill does not show that the Corporation is insolvent or liable to become insolvent by virtue of the contracts alleged to be in existence.

TWELFTH: Because the bill does not show that the directors, other than Souther, have any interest in the contract or contracts alleged to be fraudulent.

Elliott S. Rintoul
Solicitor for Respondent.

Receipt of a copy of the foregoing is hereby acknowledged, and further notice of the filing thereof waived.

Robert H. Hous
Solicitor for Complainant.

March 17th., 1930.

S. W. HAMM,

Complainant,

-vs-

SOUTHERN PLANTATION DEVELOP-
MENT COMPANY ET AL,

Respondents.

IN THE CIRCUIT COURT-EQUITY SIDE

STATE OF ALABAMA

BALDWIN COUNTY.

NO.

DECREE OVERRULING DEMURRER BY SOUTHERN PLANTATION DEVELOP-
MENT COMPANY TO ORIGINAL BILL OF COMPLAINT.

This cause comes on to be heard this 25th day of September, 1930 on demurrer of Respondent, Southern Plantation Development Company, to the Original Bill of Complaint, and the Court having heard and considered the Bill and the Demurrer is of the opinion that the Demurrer is not well taken;

WHEREFORE, it is ORDERED, ADJUDGED AND DECREED that the demurrer of the Respondent, Southern Plantation Development Company, to the Original Bill of Complaint be and the same hereby is overruled. *This September 26, 1930,*

J. W. Hale
Judge.

Adm. Comm.

P.S.

Southern Bell
Co.

Filed Mar 27

1930

W. H. ...
Regist.

S. W. HAMM,

Complainant,

vs.

SOUTHERN PLANTATION DEVELOPMENT COMPANY, a corporation, ET AL.,

Respondents.

IN THE CIRCUIT COURT-EQUITY SIDE.

STATE OF ALABAMA.

BALDWIN COUNTY.

NO. 851.

CERTIFICATE BY REGISTER AS TO SERVICE BY REGISTERED MAIL.

I, T. W. Richerson, as Register of the Circuit Court, Equity Side, of Baldwin County, Alabama, hereby certify that the Bill of Complaint in this cause having set forth the place of residence and post office address of the non-resident defendants, Southern Plantation Development Company, a corporation, C. N. Souther, P. G. Baker, Floyd R. Perkins and Floyd R. Perkins, Trustee, a copy of the Bill of Complaint as filed in this cause, together with the Summons to answer such Bill of Complaint within thirty (30) days from the date of service thereof, was issued by me as such Register and sent by me to such defendants by registered mail, postage prepaid, addressed to each of such defendants at the addresses shown in the Bill of Complaint, and marked "For Delivery only to the Person to whom Addressed", and Return Receipt demanded addressed to "T. W. Richerson, as Register of the Circuit Court, Equity Side, Bay Minette, Alabama"; that said Summons was issued on February 11th, 1930, and such Summons, together with said copy of the Bill of Complaint, was by me so mailed on February 11th, 1930.

I further certify that such registry return receipts were received back by me as such Register as follows:

Southern Plantation Development Company on the 17 day of July, 1930;

C. N. Souther on the 17 day of July, 1930;

P. G. Baker on the 17 day of July, 1930;

Floyd R. Perkins on the 17 day of July, 1930;

Floyd R. Perkins, Trustee, on the 17 day of July, 1930;

and each receipt was by me filed in this cause on the day of the receipt thereof by me.

Certified to by me as such Register on this the 27 day of March, 1930.


Register.

S. W. HAMM,

Complainant.

VS

SOUTHERN PLANTATION DEVELOPMENT CO.,

Respondent.

IN EQUITY.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

Comes the Respondent and moves the Court to dismiss the bill of complaint filed in this cause for want of prosecution.

Complainant in support of this motion shows that on August 18th, 1931, the Complainant, who was then in default, the cause having been at issue since December 15th 1930, was allowed ninety days in which to take testimony and that said period has expired nearly four months.

Complainant further shows that the pendency of this bill and the lis pendens notice filed therewith have prevented Respondent from doing business of any kind and specifically shows and is prepared to prove, that in December last an advantageous sale of the property was prevented by reason of such suit.

Elliott B. Rinsaby
Solicitor for Respondent.

Acknowledgement is hereby made of the receipt of the foregoing motion and of notice that same will be presented to Judge Hare for hearing and submission at such day of the April term of the Circuit Court as the Judge will appoint.

Hybert Hans Johnson
Solicitor for Complainant.

S. W. HAMM,
Complainant.

vs

SOUTHERN PLANTATION
DEVELOPMENT COMPANY, et al,
Respondents.

NO.

IN EQUITY

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

Comes the SOUTHERN PLANTATION DEVELOPMENT COMPANY
one of the Respondents named in the foregoing Bill, and for answer
thereto says:

FIRST: Respondent admits the allegations of the
First paragraph of the Bill as to the age, name and address of
Complainant, as well as the fact that he is the stock holder
in Respondent Corporation.

SECOND: Respondent admits the allegations of the
second paragraph as to the addresses and residences of the several
parties defendant.

THIRD: Respondent admits the averments of the
Third paragraph as to the purposes of its corporate existence and
attempt to liquidate the assets of the company.

FOURTH: Respondent admits the averments in the
Fourth paragraph that C. N. Souther and P. G. Baker are stock-
holders in Respondent corporation, and that they are now and have
been for a number of years President and Secretary-Treasurer in
management and control of the property, subject to the direction
of the Board of Directors.

FIFTH: In response to the Fifth paragraph, Respondent
denies that Complainant has been at any time refused access or ex-
amination of the books and records of Respondent Corporation, or
that any obstacles have been put in his way in examining same, though
he has been refused permission to take said records from the office
of the company.

Respondent avers that Complainant has been furnished
with a complete and accurate list of the stockholders of the
Company, and that the list, as set out in said paragraph Fifth
of the Bill, is substantially correct.

notes were not paid, and the sale resulted in litigation, conducted in behalf of this corporation by C. N. Souther; that litigation ensued resulted in a loss of \$15,540 to the corporation; that during the period of litigation, the company was unable to make any sales, and did not receive back the fee title to said lands until about the year 1916.

Respondent further avers that in pursuance of the declared policy of the corporation to liquidate its affairs, C. N. Souther and P. G. Baker, president and secretary respectively, have, from time to time, in pursuance of authorization by the board of directors, and authorization of stockholder's meetings, made, including the Perkins contract complained of herein, eight sales; that in each instance, except the Perkins contract, the purchaser had been unable to complete the contract, and the lands reverted to the corporation; that in each instance, said sales have been made for a higher price than the authorized prices fixed either by the stockholders or board of directors.

Respondent further avers, that as more fully appears of the minutes of the meeting of the board of directors held on the 16th day of April, 1918, said C. N. Souther was authorized to sell all the lands owned by the Company, either in fee or under contract, at a net price to the Company of not less than \$5.50 per acre; that at a special meeting of the board of directors held on the 10th day of February, 1919, said Souther was, by resolution duly adopted, authorized to sell all the lands owned in fee simple by the company, at the best possible price and terms he was able to make a sale for, with net returns to the Company, equal, if possible, to the T. P. Hamm note, namely \$60,000; that at a regular meeting of the stockholders of the corporation held on the 11th day of February, 1919, at which meeting the complainant, Hamm, was present, said stockholders, by resolution duly adopted, ratified and endorsed the action of the board of directors during their term in office; that at a regularly convened stockholder's meeting held on the 8th day of February, 1921, on motion made by S. W. Hamm, complainant, C. N. Souther was named manager, at a commission of 5% voted him for services in the sale to S. T. Meservy.

Respondent further avers that the complainant, S. W. Hamm, is the only stockholder who has purchased land at less than prices

sold to others; that between October, 1915, and February, 1919, said complainant, recognizing the right and authority of the president and secretary of the corporation to make sales of the Company's lands, purchased approximately 1,065 acres from the corporation at an average price of \$5.00 per acre.

Respondent further denies that the rights of Complainant and other stockholders have been disregarded or that the affairs of the Corporation are in a precarious state, and on the contrary avers that the only debts owing by said corporation are certain back taxes, the back salary of the Secretary and the payment of certain moneys due to her for cash advanced by her to the Company.

SEVENTH: Respondent denies the allegation in the Seventh paragraph that other like corporations in Baldwin County had successfully effected liquidations through the sales of their acreage, and that only one-half of one per cent had been paid as a dividend. Respondent avers that on the contrary, though the gross and fraudulent mismanagement of the Alabama-Sumatra Tobacco Company, a concern engineered and managed by T. P. Hamm, brother of Complainant, and for whose estate Complainant is Executor, the community in which Respondent's lands were located was practically rendered bankrupt, requiring years to recover therefrom, said concern having fraudulently contracted to buy all tobacco raised in that territory, and on the strength of this agreement, having induced people to purchase land and raise tobacco thereon, and after said land had been sold, then suffering said tobacco concern to go into bankruptcy. Nevertheless, instead of one-half of one per cent dividends, the books of the Company show that \$30,317.00 had been so paid out, and that the President and Secretary have at all times managed the business of the Corporation carefully and conservatively, and that instead of losing assets for the Company, have instituted litigation against T. P. Hamm, at the successful conclusion of which, the said Hamm, of whose estate the Complainant was Executor, was compelled to make an accounting and to turn over to the Respondent \$186,000.00 in notes of the Alabama-Sumatra Tobacco Company, also 14,300 acres of land, a tobacco warehouse, a hotel at Summerdale, several cottages, and a number of lots, but on account of this litigation, Respondent was unable to make any

S. W. HAMM,

Complainant,

vs.

SOUTHERN PLANTATION DEVELOPMENT COMPANY, a corporation, ET AL.,

Respondents.

IN THE CIRCUIT COURT-EQUITY SIDE.

STATE OF ALABAMA.

BALDWIN COUNTY.

NO. 851.

CERTIFICATE BY REGISTER AS TO SERVICE BY REGISTERED MAIL.

I, T. W. Richerson, as Register of the Circuit Court, Equity Side, of Baldwin County, Alabama, hereby certify that the Bill of Complaint in this cause having set forth the place of residence and post office address of the non-resident defendants, Southern Plantation Development Company, a corporation, C. N. Souther, P. G. Baker, Floyd R. Perkins and Floyd R. Perkins, Trustee, a copy of the Bill of Complaint as filed in this cause, together with the Summons to answer such Bill of Complaint within thirty (30) days from the date of service thereof, was issued by me as such Register and sent by me to such defendants by registered mail, postage prepaid, addressed to each of such defendants at the addresses shown in the Bill of Complaint, and marked "For Delivery only to the Person to whom Addressed", and Return Receipt demanded addressed to "T. W. Richerson, as Register of the Circuit Court, Equity Side, Bay Minette, Alabama"; that said Summons was issued on February 11th, 1930, and such Summons, together with said copy of the Bill of Complaint, was by me so mailed on February 11th, 1930.

I further certify that such registry return receipts were received back by me as such Register as follows:

Southern Plantation Development Company on the 17 day of July, 1930;

C. N. Souther on the 17 day of July, 1930;

P. G. Baker on the 17 day of July, 1930;

Floyd R. Perkins on the 17 day of July, 1930;

Floyd R. Perkins, Trustee, on the 17 day of July, 1930;

and each receipt was by me filed in this cause on the day of the receipt thereof by me.

Certified to by me as such Register on this the 27 day of March, 1930.


Register.

S. W. HAMM,

Complainant.

VS

SOUTHERN PLANTATION DEVELOPMENT CO.,

Respondent.

IN EQUITY.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

Comes the Respondent and moves the Court to dismiss the bill of complaint filed in this cause for want of prosecution.

Complainant in support of this motion shows that on August 18th, 1931, the Complainant, who was then in default, the cause having been at issue since December 15th 1930, was allowed ninety days in which to take testimony and that said period has expired nearly four months.

Complainant further shows that the pendency of this bill and the lis pendens notice filed therewith have prevented Respondent from doing business of any kind and specifically shows and is prepared to prove, that in December last an advantageous sale of the property was prevented by reason of such suit.

William S. Rinsaby
Solicitor for Respondent.

Acknowledgement is hereby made of the receipt of the foregoing motion and of notice that same will be presented to Judge Hare for hearing and submission at such day of the April term of the Circuit Court as the Judge will appoint.

Hybert Hans Johnson
Solicitor for Complainant.

S. W. HAMM,
Complainant.

VS.

SOUTHERN PLANTATION DEV. CO.
Respondent

MOTION FOR DISMISSAL
OF BILL OF COMPLAINT.

Filed Apr 9/1932
D. W. Rice
Clark

ELLIOTT G. RICKARBY
Solicitor. FOR RESPONDENT.

S. W. HAMM,
Complainant.

vs

SOUTHERN PLANTATION
DEVELOPMENT COMPANY, et al,
Respondents.

NO.

IN EQUITY

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

Comes the SOUTHERN PLANTATION DEVELOPMENT COMPANY
one of the Respondents named in the foregoing Bill, and for answer
thereto says:

FIRST: Respondent admits the allegations of the
First paragraph of the Bill as to the age, name and address of
Complainant, as well as the fact that he is the stock holder
in Respondent Corporation.

SECOND: Respondent admits the allegations of the
second paragraph as to the addresses and residences of the several
parties defendant.

THIRD: Respondent admits the averments of the
Third paragraph as to the purposes of its corporate existence and
attempt to liquidate the assets of the company.

FOURTH: Respondent admits the averments in the
Fourth paragraph that C. N. Souther and P. G. Baker are stock-
holders in Respondent corporation, and that they are now and have
been for a number of years President and Secretary-Treasurer in
management and control of the property, subject to the direction
of the Board of Directors.

FIFTH: In response to the Fifth paragraph, Respondent
denies that Complainant has been at any time refused access or ex-
amination of the books and records of Respondent Corporation, or
that any obstacles have been put in his way in examining same, though
he has been refused permission to take said records from the office
of the company.

Respondent avers that Complainant has been furnished
with a complete and accurate list of the stockholders of the
Company, and that the list, as set out in said paragraph Fifth
of the Bill, is substantially correct.

Sixth:- In answer to the sixth paragraph, respondent denies that its failure to liquidate and pay off all of the stockholders is due to misconduct or mismanagement of its president and secretary, and denies specifically that said officers are chargeable with gross misconduct, fraud, irregularities or mismanagement, and avers that at all times said officers have carried out the orders and directions of the board of directors, and have at all times conducted the business for the best interest of the stockholders.

Respondent further avers that in 1910 the corporation entered upon a policy of liquidation, and at the annual meeting of the stockholders held in that year, on motion of S. W. Hamm, complainant, a resolution was unanimously adopted, "that this Company do now go into liquidation; that for such purpose the Board of Directors of the Company, elected at this meeting of the stockholders, are hereby appointed a liquidating board, and are hereby authorized, empowered and directed to at once proceed to collect all of the assets of this Company, and convert the same into cash"; that action was taken at said stockholder's meeting, authorizing and directing dividends to be declared and paid whenever a sum equal to 5% of the par of the outstanding stock was available for a liquidating dividend; that in pursuance of said declared policy, two dividends of 5% each were declared and paid in the year 1910, and further like dividends were from time to time declared and paid to the stockholders, including the complainant, to a total of 66 2/3% of the par of all of the stock outstanding, the last of said liquidating dividends being paid in 1925.

Respondent further avers that prior to the time that C. N. Souther was elected president in 1913, to-wit, in the year 1910, one T. P. Hamm, brother of S. W. Hamm, complainant, called a special stockholder's meeting of the corporation; that said T. P. Hamm and associates at that time had control of the stock, and procured a resolution to be adopted by said stockholder's meeting, authorizing and directing the sale of all of the lands then held by the corporation in fee simple, as well as other lands held by the corporation under contract, to said T. P. Hamm for \$4.00 per acre; that said sale was not for cash, the consideration being represented by unsecured notes; that said T. P. Hamm sold land to a tobacco company for \$10.00 per acre; that said

fee simple sales between 1912 and 1916.

EIGHTH: In answer to the Eighth paragraph, Respondent admits that a part of the 1929 State and County Taxes upon Respondent's lands are still unpaid, and the balance due amounts to \$1,863.12 and interest, exclusive of the taxes for the current year, not yet in default, but states that said failure to pay taxes is due to depressed condition of real estate sales in Baldwin County, which would not permit Respondent to raise money to pay taxes on notes with personal endorsement; that taxes theretofore had been met by the endorsement of the Company's personal notes by Respondents, Souther and Baker.

Respondent further shows that the sale of lands under the 1929 taxes is to the State of Alabama; that same can be redeemed at any time, and cannot pass into private hands without ample notice being given to the corporation.

NINTH: For answer to the Ninth paragraph, Respondent admits that no meeting of the stockholders has been held since August, 1923, but avers that since that time real estate has been inactive in Baldwin County; that there has been no occasion for such meetings, and that since September, 1925, the Secretary of the Corporation has been without a bookkeeper or clerical help or without any remuneration from the Company, but in spite of this has been devoting all of her time to the interest of the Company, which she has jealously safeguarded.

Respondent further denies that the Complainant has been refused the right to examine the books and records of the Corporation, though an effort on his part to remove the corporate records from the office of the Company was refused permission by the Secretary, Complainant's office is within two blocks of the offices of the Company, and the records have at all times been subject to his examination.

For answer to the further allegations of the paragraph to the effect that the Secretary, Miss P. G. Baker, refused to reconvene the stock holders of the company from the adjourned meeting of August 1, 1923. Respondent avers the facts to be as follows:

A meeting of stock holders was held August 1, 1923, for the purpose of taking action upon the resolution of Complainant, instructing the officers to get the charter of the Company extended and

Respondent further emphatically denies that the members of said board have cooperated with Souther and Baker in any fraudulent plan or that they are under the domination of said Souther and Baker or acting in any way prejudicial to the rights of Respondent corporation.

THIRTEENTH: Respondent emphatically denies the statements of the Thirteenth paragraph of the Bill, that no payments have been made to stock holders or accounts rendered, or that complainant has been denied information as to the assets of the Company. On the contrary, Respondent avers that the books and records have at all times been accessible to any stock holder in the office of the company and still are and that liquidating dividends to the extent of \$30,317.00 have been paid out to the stock holders between 1910 and 1925, a total of 66 $\frac{1}{2}$ % of the amounts invested, and that only because of the depressed times, not only in Baldwin County, but all over the country, aggravated in Baldwin County by the acts of the Alabama-Sumatra Tobacco Company, and through no mismanagement on the part of any of the parties defendant, the entire Company has not been liquidated.

Respondent admits the execution of the instruments copied as Exhibits "B" and "C", but avers that said contracts were executed in behalf of and are to the best interest of the stock holders, and so far from preventing the sale of lands in liquidation, facilitates same.

Respondent further denies that the aid of a court of equity is needed to secure an accounting; that Respondent is at all times ready and willing to furnish all necessary information and account without any legal process whatsoever.

FOURTEENTH. For answer to paragraph fourteen of the bill, respondent says that the contract of May 1, 1921, with C. N. Souther, marked Exhibit "B", is not in any way prejudicial to the rights of the respondent corporation; that on the other hand it is an advantageous one; that at meeting of the board of directors held on the 16th day of February, 1921, the action of the board of directors had

authorized the execution of an option by the Company, giving to one Stillman T. Meservy the right and option to purchase all the lands of the Company, including the lots and factory sites at Summerdale, Alabama, at \$6.00 per acre; that at a special meeting of the stock holders held on the 28th day of April, 1931, the action of the board of directors in giving said option was approved by the stockholders, that at a previous meeting of the stockholders held on the 8th day of April, 1931, on motion made by S. W. Hamm, complainant, C. N. Souther was elected manager, and given a contingent commission of 5% on all monies received from the sale of property under the Meservy option; that at a meeting of the board of directors held on the 20th day of April, 1931, Mr. Souther, as president of the corporation, reported that the contract with Stillman T. Meservy had been cancelled; that this was the third time that he had made a deal for the sale of the land, and that each time it had been defaulted back to the company; that if the Company would give him, Souther, an exclusive sale of the land at a price of \$6.00 per acre, and assign to him the oil, gas, and mineral rights and lots at Summerdale, Alabama, he would devote his time to the sale of the lands; that by resolution adopted by the directors, said proposition was accepted and said contract entered into.

Respondent further says that in order to develop the oil and mineral rights on the properties involved, it was necessary to segregate said mineral rights from the legal title, for the reason that unless said mineral rights were segregated and syndicated in the hands of some individual, no prospector could be induced to put down what is called a wildcat well; that said mineral rights are of no present and but little speculative value; that in order to facilitate the sale of said lands, said Souther has assigned an undivided one-sixteenth (1/16) interest in the said mineral rights to the purchaser; that said rights are similar to other oil contracts existent on thousands of acres of land in Baldwin County, Alabama, and do not constitute a cloud upon the title, but that on the contrary, the said Souther has thereby been enabled to ^{convey to} the purchasers of said land said one-sixteenth interest in the mineral rights as an additional inducement to purchase; that said contract was made pursuant to a resolution

of April 20th, 1931, of which the complainant had notice but made no complaint until August first, 1933, and then, by his own action, prevented any consideration being taken by the stockholders upon his said resolutions.

FIFTEENTH: For the Fifteenth paragraph Respondent admits that C. N. Souther expended money and incurred expenses in the effort to sell the lands of Respondent Corporation, for which he made due accounting, but avers that said expenses were made in the interest of said Corporation, and for its benefit, and that no part thereof is due from said Souther to Respondent.

SIXTEENTH. Respondent admits that on January 15, 1929 the President and Secretary of the Corporation entered into a contract with Respondent, Floyd B. Perkins, as Trustee, by which the said Perkins agreed to purchase all of Respondent's real estate in Baldwin County, of approximately 9,000 acres, at seven dollars per acre, an advantageous price to Respondent Corporation, whose officers had been therefore given the right to sell the land at \$5.50 per acre. That said contract was similar in its character to previous contracts authorized by meetings at which of which complainant was present and approved and as to which he made no objection.

Respondent further avers that Complainant had endeavored to make a deal with said Perkins for the purpose of obtaining some interest in such contract, but was unable to do so, and only after his failure, brings this Bill of Complaint.

Respondent further denies that the contract being made with Perkins, as Trustee, is an effort on the part of Souther, Baker, and Perkins to relieve said Perkins from any personal liability or that same is in any way a fraud upon the rights of Complainant or any other stock holder.

Respondent further shows that it has made a deed to the Southern States Lumber Company for certain turpentine rights, and that the proceeds of said sale, \$7,500.00 were paid directly to the President of said Southern States Lumber Company, together with \$3,500.00 loaned Respondent by said Lumber Company to pay taxes upon the land, and part of which land was sold later to take up this loan.

Respondent denies all other allegations of the Sixteenth

paragraph of the bill.

SEVENTEENTH: Respondent, in answer to the Seventeenth paragraph, denies that Complainant has made proper efforts to secure redress or to present any alleged injury to the Corporation or that he has made any effort to lay his grievances before the Board of Directors, and further avers that had proper complaint been made, said Board of Directors is able and willing upon proper presentation of facts to see that the interests of all stock holders are protected.

EIGHTEENTH: To the Eighteenth paragraph Respondent again denies that the rights of stock holders are being impaired by the unredeemed tax sale, the Perkins contract or the acts of Souther and Baker in selling turpentine rights upon the land or that the transfer to Souther of mineral rights in in prejudice of Complainant's rights.

Respondent further avers that Complainant, having adequate remedy to prevent the continuance of his alleged wrongs, has not availed himself of such remedy by bringing said grievances to the attention of the directors of the Company.

Respondent further avers that Souther and Baker have at all times acted in a proper and careful manner, to the best interest of the stock holders and that during their administration they have made no less than seven sales of the property, all of which, from the hard times and the prejudice of land values incurred by Complainant and his deceased brother, the former President of the Concern, have failed, with the exception of the present sale to F. R. Perkins. Said sales were as follows:

1. R. Green
2. The Minitie Company, Limited.
3. S. Meservy
4. G. Asmus
5. T. Stanton Syndicate
6. W. Parker Syndicate
7. A. G. Gilmour
8. Floyd R. Perkins, Trustee

Respondent reserves the right to file as an additional and amendment to this bill an exhibit showing the dates of said sales and the details of the prices and terms not presently accessible.

Respondent further shows that no facts have been adduced and no charges can be substantiated which will justify the appointment of a receiver.

Having thus fully answered, Respondent prays that this bill be dismissed.

Chester D. Kern

Elliot S. Rintoul

SOLICITORS FOR RESPONDENT.
Southern Plantation Development Co.

BAY MINETTE, ALA.

3/1/30

M J W Richardson

^{etc}
THE BALDWIN TIMES

PUBLISHED IN THE LAND OF THE GOLDEN SATSUMA

SUBSCRIPTION \$2.00 PER YEAR IN ADVANCE
ADVERTISING RATES GIVEN ON APPLICATION

McStone Atty

20 Notes SW Hamm vs Son, Plant. Dev. Co.

Run 2/13-20-27- 2/6- 271 into 4 1/2

1670

