

RECEIVED
June 27 1935

HILA A. BLAIR and J. T.
BLAIR,

Complainants,

vs.

J. F. LANGHAM and MRS.
E. A. LANGHAM,
Defendants.

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

BILL OF COMPLAINT.

Filed June 27 1935

Robert S. Webb
Register.

Rec. in office

June 9th 1936

R. S. McWhorter

Chief

TO THE HONORABLE F. W. HARE, JUDGE OF THE CIRCUIT COURT
OF BALDWIN COUNTY, ALABAMA, IN EQUITY SITTING:

Comes LULA A. BLAIR and J. T. BLAIR and humbly complain-
ing against J. E. LANGHAM and MRS. E. A. LANGHAM, respectfully show
unto your Honor as follows:

FIRST:

That your complainants, J. T. Blair and Lula A. Blair
are husband and wife, are each over the age of twenty-one years
and reside near Loxley, in Baldwin County, Alabama; that J. E.
Langham and Mrs. E. A. Langham are husband and wife, are each over
the age of twenty-one years, and reside near Loxley, in Baldwin
County, Alabama.

SECOND:

Complainants further show unto your Honor that on, to-wit,
September 29, 1933, your complainants were the owners of the North-
east quarter of the Northeast quarter of Section 17, Township 5
South, Range 4 East, in Baldwin County, Alabama, and on said date
sold the said property to the said J. E. Langham and Mrs. E. A.
Langham, the said J. E. Langham acting for himself and as agent
and on behalf of his wife, E. A. Langham; that the consideration
to be paid by the said J. E. Langham and Mrs. E. A. Langham to
your complainants as the purchase price of the said property was
the assumption by the said J. E. Langham and Mrs. E. A. Langham
of a mortgage on the said property to the Federal Land Bank of
New Orleans and the payment of the taxes then due on said property,
and in addition thereto the sum of Five Hundred Dollars (\$500.00)
to be paid to your complainants in cash upon delivery of the deed;
that your complainants delivered the said deed to the said J. E.
Langham, with the agreement that and upon his representation that
he would use the said deed and raise the money to pay your com-
plainants the said sum of Five Hundred Dollars (\$500.00), the cash
consideration to be paid to your complainants, and upon the condi-
tion that the said cash consideration would be paid before the said

deed should be fully and completely delivered; that in violation of the said agreement and of the said condition of delivery, he placed the said deed on record on September 30, 1933, and thereafter on, to-wit, November 6, 1933, after the said deed had been placed of record, paid to your complainants the sum of One Hundred Dollars (\$100.00) and gave to your complainants four notes, each in the sum of One Hundred Dollars (\$100.00), dated November 6, 1933, a copy of each of which said notes is hereto attached, marked Exhibits "A-1", "A-2", "A-3" and "A-4" respectively; that at the time he delivered the said notes to these complainants he represented to these complainants that the said notes were secured by a lien on the said property, which your complainants believed to be a mortgage lien evidenced by a written instrument, but that your complainants have on this day learned that the said notes are not secured by a written mortgage. That your complainants are illiterate and of advanced age and believed and relied upon his said representations and suffered him to keep the said deed believing that they were amply protected.

Your complainants further allege that the said notes and each of them was given to your complainants as evidence of balance due on the purchase money due from the said defendants to your complainants for the purchase of the aforesaid property, and your complainants further allege that there is owing to them from the said defendants the sum of Four Hundred Dollars (\$400.00) due as specified in the aforesaid notes hereto attached as aforesaid, and by reference made a part of this bill of complaint.

Your complainants further allege that under the laws of the State of Alabama they have and do now claim a lien on the aforesaid property for the payment of the said unpaid purchase money; that two of the said notes are past due, one becoming due on July 20th, 1934, and one due on November 1st, 1934.

Complainants further allege that by virtue of the aforesaid deed executed by them and placed of record by the said J. E.

Langham, the said J. E. Langham and Mrs. E. A. Langham have it within their power to sell or otherwise dispose of the said property to the great damage and injury of your complainants; that the said J. E. Langham and Mrs. E. A. Langham have failed and refused to pay either of the said notes, or any part of the said purchase money, and that there is due thereon the sum of Two Hundred Dollars (\$200.00), with interest from the due date of the said notes, and they are insolvent and the said balance of purchase money is uncollectible except through the lien upon the same.

WHEREFORE, your complainants pray this Honorable Court will take jurisdiction of the cause made by this bill of complaint, and by appropriate process make the said J. E. Langham and Mrs. E. A. Langham parties defendant to this bill of complaint, requiring them to plead, answer or demur to the same within the time and under the pains and penalties prescribed by law and the practice of this Honorable Court.

Your complainants further pray that upon a final hearing of this cause your Honor will ascertain and make and enter an order or decree that your complainants have a lien on the aforesaid property to secure and to satisfy the unpaid purchase money as aforesaid owing by the said J. E. Langham and Mrs. E. A. Langham to your complainants, and that this Honorable Court will cause a reference to be held to ascertain the amount owing by the said defendants to your complainants as the balance due on the purchase price of the said property, and will order and decree that they pay the same within such time as this Honorable Court shall prescribe, and that upon their failing to pay the same, this Honorable Court will order the said property sold and the proceeds thereof paid over to your complainants on the indebtedness aforesaid. And your complainants offer to do and perform whatsoever this court shall require of them in equity and good conscience, and your complainants pray for such other, further or different relief as in equity

and good conscience they shall be entitled to receive.

Beebe & Hall
Solicitors for Complainants.

FOOT NOTE:

Defendants are required to answer every allegation of the foregoing bill of complaint, Paragraphs FIRST to THIRD inclusive, but not under oath, oath being hereby expressly waived.

Beebe & Hall
Solicitors for Complainants.

EXHIBIT "A-1"

Loxley, Alabama, November 6, 1933.

On July 20th 1934 I promise to pay to the order of J. T. Blair and Lula Blair, his wife, One Hundred Dollars \$100.00 without interest as part of purchase price of forty acre farm sold me by them.

Balance due \$300.00

J. E. Langham

Witnesses E. G. Rickarby
E. G. Rickarby Jr.

EXHIBIT "A-2"

Loxley, Alabama, November 6, 1933

On November 1st, 1934 I promise to pay to the order of J. T. Blair and Lula Blair, his wife, One Hundred \$100.00 Dollars without interest as part of purchase price of forty acre farm sold me by them.

Balance due \$200.00

J. E. Langham

Witnesses E. G. Rickarby
E. G. Rickarby Jr.

EXHIBIT "A-3"

Loxley, Alabama, November 6, 1933

On November 1, 1935 I promise to pay to the order of J. T. Blair and Lula Blair, his wife, One Hundred Dollars \$100.00 without interest as part of purchase of forty acre farm sold me by them.

Payment in full.

J. E. Langham

Witnesses E. G. Rickarby
E. G. Rickarby Jr.

EXHIBIT "A-4"

Loxley, Alabama, November 6, 1933

On July 20th, 1935 I promise to pay to the order of J. T. Blair and Lula Blair, his wife, One Hundred Dollars \$100.00 without interest as part of purchase of forty acre farm sold me by them.

Balance due \$100.00

J. E. Langham

Witnesses E. G. Rickarby
E. G. Rickarby Jr.

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 J. E. Langham
and Mrs. E. A. Langham,

of Baldwin County, to be and appear before the Judge of the Circuit Court of Baldwin County, exercising Chancery jurisdiction, within thirty days after the service of Summons, and there to answer, plead or demur, without oath, to a Bill of Complaint lately exhibited by

Lula A. Blair and J. T. Blair,

against said J. E. Langham, and Mrs. E. A. Langham,

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, Robert S. Duck, Register of said Circuit Court, this 28th day
of June 1935

Robert S. Duck Register

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

CHANCERY EXECUTION
BILL OF COSTS

No. 139

Lula Blair and J. T. Blair
Vs.

Plaintiff

J. E. Langham & Mrs. E. A. Langham
Defendant

FEES OF REGISTER		Dollars	Cents	Brought Forward	\$
Filing each bill and other papers	10		20	For Receiving, keeping and paying out or distributing money, etc.; 1st \$1,000, 1%, all over \$1,000, and not over \$5,000, 3-4 of 1%; all over \$5,000 and not exceeding \$10,000, 1-2 of 1%, all over \$10,000 1-4 of 1%.	4 15
Issuing each subpoena	50	1	80	Receiving, keeping and paying out money paid into court, etc., 1-2 of 1% of amount received.	
Issuing each copy thereof	40		40	Each notice sent by mail to creditor	15
Entering each return thereof	15		15	Filing, receipting for and docketing each claim, etc.	25
For each order of publication	1 00			For all entries on subpoena docket, etc.	50
Issuing writ of injunction	1 50			For all entries on commission docket, etc.	50
For each copy thereof	50			Making final record, per 100 words	15
Entering each return thereof	15			Certified copy of decree	1 00
Issuing Writ of Attachment	1 00			Report of divorce to State Health Office (Acts 1915)	50
Entering each return thereof	15			Total Fees of Register	6 15
Docketing each case	1 00	1	00	FEES OF SHERIFF	
Entering each appearance	25			Serving and returning subpoena on deft.	\$ 50
Issuing each decree pro confesso on per. ser.	1 00			Serving and returning subpoena for witness	65
Issuing each decree pro confesso on publica.	1 00			Levying attachment	3 00
Each order appointing guardian	1 00			Entering and returning same	25
Any other order by Register	50		50	Selling property attached	
Issuing commission to take testimony	50			Impaneling Jury	75
Receiving and filing	10			Executing writ of possession	2 50
Endorsing each package	10			Collecting execution for costs	1 50
Entering order submitting cause	50			Serving and returning sci. fa., each	65
Entering any other order of court	25			Serving and returning notice	65
Noting all testimony	50			Serving and returning writ of injunction	1 50
Abstract of cause, etc.	1 00			Serving and returning writ of exeat	1 50
Entering each decree	75			Taking and approving bonds, each	75
For every 100 words over 500	15			Collecting money on execution	
Taking account, etc.	3 00			Making deed	2 50
Taking testimony, etc.	15			Serving and returning application, etc.	1 00
Each report, 500 words or less	2 50			Serving attachment, contempt of court	1 50
For every 100 words over 500	15			Total Fees of Sheriff	4 50
Amount claimed less than \$500, etc.	2 00			RECAPITULATION	
Issuing each subpoena	25			Register's Fees	6 15
Witness certificate, each	25			Sheriff's Fees	4 50
Issuing execution, each	75		75	Commissioner's Fees	
Entering each return	15		15	Solicitor's Fees	
Taking and approving bond, each	1 00			Witness Fees	
Making copy of bill, etc.	15			Guardian Ad Litem	
Each notice not otherwise provided for	50			Printer's Fees	
Each certificate or affidavit, with seal	50			Trial Tax	3 00
Each certificate or affidavit, no seal	25			Recording Decree in Probate Court	
Hearing and passing on application, etc.	3 00			Total	12 15
Each settlement with receiver, etc.	3 00				
Examining each voucher of Receiver, etc.	10				
Examining each answer, etc.	3 00				
Recording resignation, etc.	75				
Entering each certificate to Supreme Court	50				
Taking questions and answers, etc.	25				
For all other ser relating to such proceedings	1 00				
For services in proceeding to relieve minors, etc., same fee as in similar cases.					
Commission on sales, etc: 1st \$100, 2 per ct.; all over \$100 and not exceeding \$1,000, 1 1-2 per ct: all over \$1,000, and not exceeding \$20,000, 1 per ct.; all over \$20,000, 1-4 of 1 per ct.					
Sub Total Carried Forward		4	15		

The State of Alabama, { No. 139
Baldwin County. { Circuit Court, In Equity Aug Term, 1935
To Any Sheriff of the State of Alabama—GREETING:
You are hereby commanded, That of the goods and chattels, lands and tenements of J. E. Langham and Mrs. E. A. Langham Defendant
10/20/35 15 Dollars,
you cause to be made the sum of with costs Lula Blair & J. T. Blair Plaintiff
which them recovered of them on the 20 day of August 1935
by the judgment of our Circuit Court, held for the county of Baldwin, besides the sum of 7 12 1/2 Dollars,
costs of suit, and have the same to render to the said Robert B. Duck
and make return of this Writ and the execution thereof, according to law.
Interest from 193 to date of collection.
Witness my hand, this 23 day of August 1935
Robert B. Duck, Register.

RECORDED
INDEXED

139

Serve on _____

Circuit Court of Baldwin County
IN EQUITY

THE STATE OF ALABAMA,
BALDWIN COUNTY

No. 139

Received in office this _____
day of _____, 193

SUMMONS

SHERIFF

Maile A. Blair, and J. T. Blair

Executed this July 6 1933 day of

193

by leaving a copy of the within Summons with

J. E. Langham, Mrs

J. E. Langham, and Mrs. E. A. Langham,

Defendant

vs.

M. H. Williams

Sheriff

By *Earl Anderson*

Deputy Sheriff

BREBE & HALL

Solicitor for Complainant

Recorded in Vol. _____ Page _____