

9877

FREDDIE ELIZABETH HORN,

Complainant,

-vs-

THE FIRST NATIONAL BANK
OF MOBILE, ALABAMA, A
Corporation,

Respondent.

IN THE CIRCUIT COURT-IN EQUITY

STATE OF ALABAMA

BALDWIN COUNTY.

TO THE HON. F. W. HARE, JUDGE OF THE TWENTY-FIRST JUDICIAL CIRCUIT
OF ALABAMA:-

Your Oratrix, Freddie Elizabeth Horn, humbly complain-
ing of the Defendant, the First National Bank of Mobile, Alabama,
in a matter as will hereinafter appear, shows unto your Honor as
follows:-

FIRST:

That she is married and is between eighteen and nine-
teen years of age, and a resident of Bay Minette, Alabama; that
the Defendant is a Corporation with its principal place of busi-
ness in Mobile, Alabama; that the said Defendant in connection
with its Banking business is authorized and empowered by its
Charter to carry on a trust business, such as acting as Admini-
strators, executors and guardians of Estates in the State of Ala-
bama, and said Defendant had been empowered to act in said capa-
cities for quite a while prior to its being appointed guardian
of Complainant, as will hereinafter appear.

SECOND:

Your Oratrix further shows unto your Honor that she is
the daughter and only child of Frederick J. Church, Deceased,
who died intestate in Baldwin County, Alabama, more than eighteen
years ago. That prior to the death of her said father, Frederick
J. Church, Deceased, that his father, Frederick Edwin Church,
a citizen of the State of New York, had died and by his Will had
created a trust in the sum of Fifty Thousand Dollars (\$50,000.00)
in favor of the said Frederick J. Church, by bequeathing to the
Atlantic Trust Company of New York said sum of money for the uses
and purposes mentioned in said Will, which said Will was duly pro-
bated in the Surrogate Court of Columbia County, New York; a copy

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of said Will is hereto attached and made a part of this Bill of Complaint and marked Exhibit "A" to the same. Your Oratrix further shows unto your Honor that the said Atlantic Trust Company of New York City executed and carried on said trust up until the time of the decease of the said Frederick J. Church; that the said Frederick J. Church was a resident citizen of Baldwin County, Alabama, at the time of his death; that some time shortly after the death of Oratrix's father, Frederick J. Church, the First National Bank of Mobile was appointed Guardian of your Oratrix's Estate, which appointment was made by the Probate Court of Baldwin County, Alabama, on to-wit, the 24th day of April, 1917.

THIRD:

Your Oratrix further shows unto your Honor that on, to-wit, the 10th day of November, 1917, the Surrogate Court of Columbia County, New York, entered up a Decree in the matter of the final judicial settlement of the account of the Metropolitan Trust Company of the City of New York, as Trustee of Frederick Joseph Church under the Last Will and Testament of Frederick Edwin Church; a copy of said Decree is hereto attached and marked Exhibit "B" to this Bill of Complaint and is made a part of the same.

Your Oratrix further shows unto your Honor that from said trust as administered by the Metropolitan Trust Company of the City of New York, there had accrued the sum of Fifty-six Thousand One Hundred and 16/100 Dollars (\$56,100.16); that on said settlement there was allowed out of said sum the sum of Sixty-five Hundred Dollars (\$6500.00) to Louis P. Church and Isabel C. Howe, for what reason your Oratrix cannot understand. That the First National Bank of Mobile, Alabama, appears to have been a party to said settlement and without authority of law, and the authority of the Probate Court of Baldwin County, Alabama, appears to have consented and agreed to the allowance of said sum of said Sixty-five Hundred Dollars (\$6500.00) out of moneys belonging to the Estate of your Oratrix; that in addition to this the said First National Bank without authority of law, contrary to the rights of your Oratrix, and without authority from the Court of Probate of Bald-

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win County, Alabama, caused to be paid to the firm of Morgan, Lockwood & Brown the sum of Thirty-six Hundred Fifty-three & 03/100 Dollars (\$3653.03) for the costs, allowances and disbursements of the said Attorneys; that at no time has the First National Bank of Mobile reported that it had paid out of the funds belonging to your Oratrix's Estate the two sums of money heretofore mentioned; that is, to the said Louis P. Church and Isabel C. Howe the sum of Sixty-five Hundred Dollars (\$6500.00) and the said Attorneys, Morgan, Lockwood & Brown, the sum of Thirty-six Hundred Fifty-three & 03/100 Dollars (\$3653.03; that the said First National Bank acted without authority from the Probate Court of Baldwin County, Alabama, and in open defiance to the rights of your Oratrix, and thereby committed a great wrong as against her and her Estate.

✓ Your Oratrix further shows unto your Honor that the First National Bank of Mobile, Alabama, has never made known the fact to the Probate Court of Baldwin County, Alabama, that it agreed that the said Louis P. Church and Isabel C. Howe should have \$6500.00 out of the corpus of her Estate, or that it had paid out of said moneys the sum of Thirty-six Hundred Fifty-three & 03/100 Dollars as Attorneys' fees to Morgan, Lockwood & Brown, a sum all out of proportion as to the rights and matters involved, but contented itself with wrongfully and illegally agreeing to such matters and reported to the Probate Court of Baldwin County, Alabama, that it had only received the sum of Forty-five Thousand, Seventy-one & 88/100 Dollars (\$45,071.88), by charging itself on November 23rd, 1917 with this amount received from the Metropolitan Trust Company of New York, when in truth and fact it had taken a part in the handling by agreement of the sum of Fifty-six Thousand One Hundred & 16/100 Dollars (\$56,100.16), leading the Probate Court to believe, and its representatives, the guardian ad litem and this ward, that the sole sum flowing from the trust as administered by the Metropolitan Trust Company of New York was Forty-five Thousand Seventy-one & 88/100 Dollars (\$45,071.88). Your Oratrix further shows unto your Honor that these facts have become known to her only since the final settlement by said Guardian, the First National Bank of Mobile,

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as will hereinafter be referred to.

FOURTH:

Your Oratrix further shows unto your Honor that as soon as the First National Bank secured said sum of Forty-five Thousand and Seventy-one & 88/100 Dollars (\$45,071.88) it began to administer the trust, and proceeded to loan to one Martin Van Heuval the sum of One Hundred One Thousand Dollars (\$101,000.00) during a period from November 23rd, 1917 to 1920, and that the only security that the said guardian took so far as your Oratrix can ascertain was a Mortgage on 1000 acres of land which the said Martin Van Heuval about that time paid the sum of around Ten Thousand Dollars (\$10,000.00). Your Oratrix further shows unto your Honor that the said Martin Van Heuval now owes the Estate the sum of Thirteen Thousand Four Hundred Twenty-seven & 39/100 Dollars (\$13,427.39) and that the only security taken for the same by the said First National Bank was a mortgage on said lands heretofore mentioned, which have depreciated in value and were not worth over Five Thousand Dollars (\$5000.00) at the time of the final settlement as hereinafter referred to. Your Oratrix further shows unto your Honor that the First National Bank of Mobile, as such guardian, has not shown that prudence and circumspection in the loaning of the moneys belonging to its ward as the law in such cases provides for, as shown by the aforesaid transaction and as will hereinafter appear.

FIFTH:

Your Oratrix further shows unto your Honor that during the administration of said trust by the First National Bank of Mobile, Alabama, its statements filed with the Probate Court of Baldwin County, Alabama, on its several accounts for settlement filed therein, shows that it claimed to have made numerous investments aggregating approximately, to-wit, _____

Sixty Thousand--- Dollars, in stocks and bonds of different corporations throughout the country. That in submitting proof of said investments in said bonds and stocks it contented

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itself by filing what it claimed to be debit vouchers, a copy of which is hereto attached, marked Exhibit " c " and is made a part of this Bill of Complaint. The only showing that the defendant has attempted to make on its several settlements, which total six, including the final settlement, is the said debit vouchers set out in Exhibit " c " of this Bill of Complaint. There was no evidence or receipts or vouchers of any nature showing what amount said defendants paid for the several bonds and shares of stock that it claims to have purchased for the account of your Oratrix, and your Oratrix is unable to ascertain from the Probate Records of Baldwin County, Alabama, as to whether these several debit vouchers truly, honestly and fairly reflect the right amount that was paid for such bonds and shares of stock. However, your Oratrix has ascertained that the defendant wrongfully and fraudulently has charged her account for certain bonds and stocks that they have purchased for a less amount than she was charged on the final settlement of their account with the Probate Court of Baldwin County, Alabama, which was had on the 6th day of October, 1932. The Defendant turned over to your Oratrix the bonds and stock as will hereinafter appear in addition to other bonds and shares of stock:

1 Bond of the Central Funding Corporation, due September 1, 1937, which it claimed in its settlement with the Probate Court of Baldwin County, Alabama, that it paid for said bond the sum of \$100.00, and took credit for that amount in its settlement, when in truth and fact it only paid the sum of \$63.50 for said Bond.

It also at said time turned over another bond of the Central Funding Corporation which it claimed to have purchased for the account of this trust for the sum of \$1000.00, and which was allowed by the Probate Judge out of the money belonging to your Oratrix, when in truth and fact said defendant only paid the sum of \$585.00 for said bond.

At the same time on said final settlement said defendant turned over to your Oratrix one Trinity Parrish, 6% gold note, which it claimed to have purchased for the account of your Oratrix in connection with said trust, and which it claimed in its said settlement, and which amount was allowed by the Probate Court of Baldwin County, Alabama, the sum of \$500.00, when in truth and fact said notes were bought by said bank at and for the sum of \$375.00.

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That at the same time said Defendant turned over to your Oratrix Fidelia Club of Mobile, 5%, first Mortgage bonds that it claims to have purchased for said trust and at and for the sum of \$915.00 as shown by its said statement filed in said Probate Court, and for which it was allowed, at its request, the sum of \$915.00, as being the amount paid for said Fidelia Club bonds, when in truth and fact said defendant purchased said bonds at and for the sum of \$750.00.

That at the same time said defendant turned over to your Oratrix first mortgage bonds of Athlestan Club of Mobile, which it claims that it purchased for said trust at and for the sum of \$270.00, when in truth and fact said defendant only paid the sum of \$210.00 for said bonds.

At the same time said defendant turned over to your Oratrix bond of Mortgage Security Corporation, which it claims to have purchased for the sum of \$1000.00, and which it was allowed credit for on said settlement, when in truth and fact it only paid the sum of \$600.00.

Your Oratrix further shows unto your Honor that she was not conscious of the facts alleged in this paragraph of this Bill of Complaint at the time of said final settlement, and only recently has she discovered the wrong and fraud that has been perpetrated upon her by her said guardian, and that as heretofore stated she is not advised and has no way of ascertaining the truth as to the cost of the other bonds and shares of stock purchased by the defendant in and by its said trust, other than with the aid of this Honorable Court by way of using its process and jurisdiction and authority to bring about a discovery as to these several transactions so that a settlement can be made of said trust fairly and squarely, openly and aboveboard.

SIXTH:

Your Oratrix further shows unto your Honor that on the 22nd day of March, 1928, that the Defendant petitioned the Probate Court of Baldwin County, Alabama, for the authority to purchase a home for her in the Town of Bay Minette, Alabama, not exceeding in cost the sum of Nine Thousand Dollars (\$9,000.00). That the defendant, without authority of law, and instead of purchasing a home as contemplated by said petition, proceeded to enter into a contract with William D. Stapleton of Bay Minette, Alabama, to purchase a lot and to build a home and then to convey the same to the defendant in trust for your Oratrix. That its agent, the

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said William D. Stapleton, proceeded to purchase said lot and construct a dwelling house thereon, and eventually conveyed said house and lot to the defendant for the sum of Nine Thousand Dollars (\$9,000.00). That said Defendant's agent, in and about the construction of said home and the purchase of said lot, did not spend over the sum of \$6602.00, and that by said arrangement made by said defendant contrary to the orders of the Probate Court and its authority, she has been defrauded out of the sum of \$2398.00, for in this: That said property so acquired was not worth more than the cost of the lot and the cost of the construction. That the order of the court was to purchase a house, not to build a house, but if the house was built under the plan and arrangement as entered into by and between the defendant and its agent, William D. Stapleton, then it was palpably wrong, and palpably a fraud upon your Oratrix's rights.

SEVENTH:

Your Oratrix further shows unto your Honor that in the final settlement of said estate, a copy of which is hereto attached and marked Exhibit "D", that the Defendant turned over to your Oratrix mortgages and notes, bonds and shares of stock aggregating \$55,811.90. That on said settlement for the purpose of collecting the cost and fees for itself and its attorney, it listed said mortgages, stocks and bonds at their par value, when in truth and fact said mortgages, stocks and bonds had depreciated in value and were not worth fifty percent thereof. That by such unusual manipulation of figures, which were unknown to your Oratrix, that on said settlement she was wronged out of considerable moneys, as a hearing and reference in this proceeding will clearly show.

Your Oratrix further shows unto your Honor that in many instances as heretofore detailed the defendant has not complied with the law in such cases made and provided for; that there has never been a real and true accounting with her; that she is entitled to have a discovery made, certainly as to the purchase prices paid for the stocks and bonds and mortgages that were hand-

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led by said defendant during its said administration. That all of the facts alleged in this bill of complaint as to the wrongs that have been committed against Oratrix by said defendant she was wholly unaware of at the time of said final settlement. That she believed and was lead to believe by said defendant that the stocks, bonds and mortgages turned over to her were worth the face value of the same; that is, the par value of the same; the value that they were listed at by the defendant in ascertaining the fee that was to be paid it for its services in the premises. That within a reasonable time since she has discovered said frauds that have been perpetrated upon her by said defendant, she is now filing her Bill of Complaint in this cause.

PRAYER FOR PROCESS.

To the end that equity may be had in the premises, your Oratrix prays that the usual writ of process issue to the said The First National Bank of Mobile, Alabama, requiring it to plead, answer or demur to this Bill of Complaint within the time as required by law.

PRAYER FOR RELIEF.

THE PREMISES CONSIDERED, your Oratrix prays that on a final hearing of this cause that your Honor will reopen said final settlement as made in the Probate Court of Baldwin County, Alabama, by the defendant and that your Honor will take charge of this estate for a final settlement; that your Honor will decree that she have and recover of the defendant moneys that she has been wrongfully defrauded out of; that your Honor will require the defendant to make and state a true account of its guardianship of said estate and that it be required to file lawful vouchers of its expenditures and be required to establish its credits claimed in and about the handling of said moneys belonging to said trust by full proof. And that your Honor will order a reference to ascertain all sums and amounts due your Oratrix and that your Honor will grant her a decree for the same. That your Honor will set aside the decree of final settlement in the Probate Court and hold the same for naught.

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Your Oratrix prays for such other, further and different relief as in equity may seem just and mete and your Oratrix will ever pray, etc.



Solicitors for Complainant.

FOOTNOTE:

Defendant is required to answer paragraphs one to seven, inclusive, of the foregoing Bill of Complaint, but answer under oath is hereby expressly waived.



Solicitors for Complainant.

"EXHIBIT "A".

I, FREDERIC EDWIN CHURCH, of the Town of Greenport, County of Columbia, and State of New York, do hereby make, publish and declare the following as and for my LAST WILL AND TESTAMENT hereby revoking all former wills by me at any time made, viz:

FIRST: I hereby direct my executors hereinafter named to pay as soon after my decease as possible, all my just debts and my funeral and testamentary expenses.

SECOND: I give, devise and bequeath to my son Louis P. Church, should he survive me, absolutely, for his own use, all of my real estate and chattels real situated in the Town of Greenport aforesaid, comprising and contained in my homestead called "Olana," together with all buildings erected thereon, vehicles, horses, livestock, farm products, harness, farm implements, utensils and machinery, and all carpets, rugs, household utensils and furniture, books, bric-a-brac, statuary, and all works of art not executed by me contained in my said homestead, and also the following paintings painted by me, viz, "Temple at Petra" "Togue Lake," "View from the top of my hill," "Iceberg," large "Autumn Scene" now in my sitting room, and "Cassisuak."

THIRD: I give and bequeath to The Atlantic Trust Company of New York City the sum of Fifty Thousand Dollars, in trust, nevertheless, for the following uses and purposes, that is to say, to hold, manage, invest and reinvest the same and the proceeds thereof; to collect the income arising therefrom and to pay the amount of such income after deducting the necessary expenses for the care and management of said principal sum to my son Frederic Joseph Church, for and during the term of his natural life, and upon his decease to pay over and deliver the same to his lawful issue, if any he shall leave him surviving; and upon the further trust, if ~~any he shall leave~~ my said son Frederic J. shall leave no lawful issue him surviving, to divide the said principal sum into three equal parts and to pay over and deliver one of such parts to each of my children, viz. Isabel C. Black, Theodore W. Church and Louis P. Church, and in the event of the decease of any of my ^{said three} children during the lifetime of my said son Frederic J. to pay over and deliver the share of such deceased child as follows, viz. to the lawful issue of such deceased child surviving at the time of the decease of my said son Frederic J., if any there shall be, and if none, then to the survivors and survivor of my said three children in equal parts.

FOURTH: All the rest, residue and remainder of my estate both real and personal, not hereinbefore effectually disposed of, which I now own or may hereafter require, and wheresoever situated, whether in the State of New York or elsewhere, I direct my executors hereinafter named to divide into three equal parts:

1st. One of such equal parts I give, devise and bequeath to my daughter Isabel C. Black. In the event of her dying before me leaving issue, then and in that event I give such part to her issue her surviving. In the event of her dying before me leaving no issue, then and in that event I give said equal part to my sons Theodore W. and Louis P. Church share and share alike; or, in the event of the decease of either of my said two children to pay over and deliver the share of such deceased child as follows, viz. to the lawful issue of such child surviving at the time of the decease of my said daughter Isabel, if any there shall be, and if none, then to the survivor of my said two children.

2nd. The second of such equal parts I give, devise and bequeath to my son Theodore W. Church. In the event of his dying before me leaving issue, then and in that event I give such second part to his issue him surviving. In the event of his dying before me leaving no issue, then and in that event I give said equal part to my daughter Isabel C. Black and my son Louis P. Church, share and share alike; or, in the event of the decease of either of my said two children, to pay over and deliver the share of such deceased child as follows, viz. to the lawful issue of such child sur-

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viving at the time of the decease of my said son Theodore W., if any there shall be, and if none, then to the survivor of my said two children.

3rd. The third of such equal parts I give, devise and bequeath to my son Louis P. Church. In the event of his dying before me leaving issue, then and in that event I give such third part to his issue him surviving. In the event of his dying before me leaving no issue, then and in that event I give said equal part to my daughter Isabel C. Black and my son Theodore W. Church, share and share alike, or, in the event of the decease of either of my said two children, to pay over and deliver the share of such deceased child as follows, viz. to the lawful issue of such child surviving at the time of the decease of my said son Louis P., if any there shall be, and if none, then to the survivor of my said two children.

FIFTH: I hereby authorize and empower my executors hereinafter named to sell and dispose of any or all of my real estate wheresoever situated whether in the State of New York or elsewhere, and of my personal estate, or any part thereof, either for the purpose of paying debts, making distribution, or for any other reason whatsoever, at public or private sale and at such times and on such terms as in their judgment may be proper and good and sufficient instruments of transfer to make, execute and deliver therefor; to lease and mortgage my real estate or any part thereof; to retain and to continue to hold the same or any part thereof in the manner and in the specific securities in which it is now or may be at the time of my decease invested; to change such investments if in their judgment it shall seem advisable, and to make such reinvestments as they may deem proper and judicious, without respect to and free from the limitations prescribed for the investments of executors and trustees; to fully appraise my said real and personal estate, and to divide the same as hereinbefore provided, in such manner as they may deem just and equitable and to make such division either in cash payments or by setting apart certain real estate and specific securities at their market value at the time of such division; to pay taxes, assessments and water rates; and to retain and pay for such clerical force as in their judgment is necessary to assist them in the care of my estate.

SIXTH: I further direct that any and every valuation and division of real or personal property made by my said executors as well as all other acts of my said executors shall be final and conclusive upon all parties. I direct my executors hereinafter named to retain and to allow to each other and to other parties all necessary expenses incurred in the administration of my estate and I hereby release my said executors from all liability and responsibility for the acts and defaults of each other and from all losses accruing from any acts whatsoever except from their own wilful fault or neglect. And I hereby direct that my said executors shall not, nor shall any of them, be required to give bonds on account of their being now residents of the State of New York, or for any other reason whatsoever.

SEVENTH: I hereby nominate and appoint my friends Miles W. Graves of the City of Hartford, State of Connecticut, William Church Osborn of the Town of Phillipstown, State of New York, and my son Louis P. Church, Executors of this my last Will and Testament.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 22d day of July eighteen hundred and ninety-nine.

Frederic E. Church L. S.

Signed, sealed, published and declared by the above named testator Frederic Edwin Church as and for his last Will and Testament in the presence of us, who at his request and in his presence, and in the presence of each other, have hereunto subscribed our names as wit-

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nesses the day and year last above written.

Chas. Dudley Warner, Hartford, Conn.

Susan Lee Warner, " "

Jno. E. Gillette, Catskill Station, N. Y.

SURROGATE'S COURT

EXHIBIT "B"

COLUMBIA COUNTY

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In the Matter of the Final Judicial
Settlement of the account of the
Metropolitan Trust Company of the City
of New York as trustee for Frederick
Joseph Church under the Last Will and
Testament

-of-

FREDERICK EDWIN CHURCH,

Deceased.

The Metropolitan Trust Company of the City of New York, Trustee of Frederick Joseph Church, having heretofore filed an account and petition, verified on the 17th day of November, 1916, in which application was made to the Surrogate of the County of Columbia for a judicial settlement of its account as such trustee, and a citation having been thereupon issued, pursuant to statute, directed to Louis P. Church, Isabel C. Howe (formerly Isabel C. Black), Minnie Isaacson Church, Freddie Elizabeth Church, First National Bank of Mobile, as Ancillary Guardian of Freddie Elizabeth Church, "Mary" Church (the name Mary being fictitious, Louis P. Church as Administrator of the Estate of Frederick Joseph Church, Cris Church and Esther Church, and a supplemental citation having been issued directed to Isabel Church, citing them to show cause before the said Surrogate, at his office in the County of Columbia, on the 7th day of September, 1917, at two-thirty o'clock in the afternoon of that day, why the account of said Metropolitan Trust Company of the City of New York, Trustee, should not be judicially settled, and said citation having been returned with proof of the due service thereof on all of the above named persons except "Mary" Church, Service on whom was dispensed with, and the accounting Trustee having appeared by William Church Osborn, Esq., its attorney, and Louis P. Church and Isabel C. Howe, having appeared by Samuel B. Coffin, Esq., their attorney and Minnie Isaacson Church and First National Bank of Mobile, Alabama, as Ancillary Guardian of Freddie Elizabeth Church, having appeared by Morgan, Lockwood & Brown, Esqs., their attorneys, and Wendover Neefus, Esq., Special Guardian for Esther Church, et al, having appeared in person, and said hearing having been adjourned to September 24th, 1917, at the same time and place, and on said adjourned date the hearing having been had, and the said Ancillary Guardian having presented to the Court for its approval an agreement whereby \$3500.00 was to be paid to said Louis P. Church and Isabel C. Howe, sole next of kin of Frederick Edwin Church, deceased, in full settlement of any claim against said fund, and the said Surrogate having approved said agreement, and the said Morgan, Lockwood & Brown, counsel in the State of New York for the said Ancillary Guardian, having presented to the Court their agreement with the said Ancillary Guardian, wherein and whereby \$3500.00 plus disbursements, was to be paid to the said Morgan, Lockwood & Brown by the said accounting Trustee, in full for the costs, disbursements and allowances of the said Morgan, Lockwood & Brown, the said agreement being evidenced and directed by writing specifically embodied in a direction dated September 28th, 1917, and duly acknowledged on the 4th day of October, 1917, filed herein and the said Wendover Neefus as said Special Guardian having reported to the Court that the infants whom he represented had no interest in said fund, and the said Trustee having rendered its account under oath, before the said Surrogate, and the account having been filed, and the same matter having been duly adjourned to this day, the Surrogate, after having examined the said account, now here finds the state and condition of the said account to be as stated and set forth in the

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following summary statement thereof, to wit: A Summary Statement of the account of proceedings of the Metropolitan Trust Company of the City of New York, Trustee of Frederick Joseph Church, made by the Surrogate as judicially settled and allowed.

Principal

The said Trustee is charged as follows:
All property received by the Trustee under
the last Will and Testament of Frederick
Edwin Church, as per Schedule A,

\$50,000.

Increase in \$200. New York City 5 $\frac{1}{2}$ % bonds
account purchased at 197 and carried on
books at 200,

5.
\$50,005

The said Trustee is credited with all amounts
disbursed as per Schedule A1,
Leaving a balance in the Trustee's hands of

600.
\$49,405.

Income

The said Trustee is charged with Amount of
Income collected, as per Schedule B,

\$38,034.55

The said Trustee is credited with amount of
Income disbursed as per Schedule
Leaving a balance in hand of

35,188.61
\$ 4,845.94

And it appearing from the affidavit of James F. McManara
Third Vice President of the Metropolitan Trust Company of the City
of New York that subsequent to the date of the account herewith,
said Trustee has received and disbursed certain moneys, as per
affidavit filed herein on September 25th, 1917, it is ordered
that the Trustee be charged and credited as follows:

Principal.

The said Trustee is charged as follows:

Cash balance as per account,
Receipts as per affidavit,

\$9,503.00
10,725.00

\$20,228.00

The said Trustee is credited as follows:

Disbursements as per affidavit,

537.75

Balance cash,

\$19,690.25

Leaving in the hands of the Trustee

Cash

19,690.25

Bond and mortgage Jennie D. Rice, 81
Irving Place, Due December 17, 1914
Interest 4 $\frac{1}{2}$ % payable June and December
1st,

15,000.00

Bond and mortgage Henry Weber et al.,
454 West 45th Street, due July 2, 1911,
interest 5% payable January and July 1st,

10,000.00

Bond and Mortgage Jane Martley Blyden-
burgh, 153 Decatur Street, Brooklyn,
due March 18, 1920, Interest 4 $\frac{1}{2}$ % payable
May and November 1st,

4,000.00

\$48,690.25

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Income.

The said Trustee is charged as follows:

Balance as per account	4,865.74
Received as per affidavit	<u>2,097.80</u>
Balance,	\$6,963.54

And it further appearing that subsequent to the filing of said affidavit on September 25th, 1917, further transactions were had concerning the principal and income of said trust fund.

It is ordered that the Trustee be credited and charged as follows:

Principal.

Cash balance as per affidavit filed	
September 25th, 1917	\$19,690.25
Receipts as per Affidavit	<u>29,000.00</u>
Balance cash in hands of Trustee,	\$48,690.25

Income.

Balance as per affidavit filed	
September 25th, 1917,	\$6,913.54
Receipts as per affidavit filed	
November , 1917,	<u>446.37</u>
Balance cash in hands of Trustee,	\$7,409.91

And it appearing that the said Trustee has fully accounted for all the money and property of the estate or fund of said infant which have come into its hands as such Trustee, and its account having been adjusted by the said Surrogate, and a summary statement of the same having been made as above and herewith recorded, it is hereby ordered, adjudged and decreed, that the said account be and the same is hereby judicially settled and allowed as filed and adjusted.

IT IS ORDERED, ADJUDGED AND DECREED that the said Trustee pay over and deliver, out of the balance as shown in its hands by the said accounting, the sum of Sixty-five Hundred Dollars, to Louis P. Church and Isabel C. Howe, or their attorney Samuel B. Coffin, Esq., in full settlement of all claims against the said estate which the next of kin of the said Frederick Edwin Church might or could have against the said fund, and in accordance with the agreement hereinbefore referred to, it is

FURTHER ORDERED, ADJUDGED AND DECREED that out of the said balance remaining in its hands, as shown by the said accounting, the said Trustee pay to Morgan, Lockwood & Brown the sum of \$5,653.03, in full for the costs, allowances and disbursements of the said counsel, and in accordance with the terms of the direction and agreement filed herein, and hereinbefore referred to, it is

FURTHER ORDERED, ADJUDGED AND DECREED that the Metropolitan Trust Company of the City of New York retain as its commission as Trustee \$690. on the principal and \$185.25 on \$7,409.91 income; and it is

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FURTHER ORDERED, ADJUDGED AND DECREED that the balance of principal \$37,847.22 and the balance of income \$7,224.66 be paid over and delivered by the said accounting Trustee to the First National Bank of Mobile, Alabama, Guardian of Freddie Elizabeth Church, and it is

FURTHER ORDERED, ADJUDGED AND DECREED that upon complying with the provisions of this decree, the said The Metropolitan Trust Company of the City of New York, As Trustee for Frederick Joseph Church under the last will and testament of Frederick Edwin Church, deceased, be and it is hereby discharged as to all matters embraced in this accounting.

John V. Whitbeck, Jr.,
Surrogate.

Dated Nov. 10, 1917.

We hereby consent to the entry of the above decree.

Morgan, Lockwood & Brown
Attorneys for Minnie Isaacson Church and First
National Bank of Mobile, Ala. as Ancillary
Guardian of Freddie Elizabeth Church.

Sam'l. B. Coffin, Atty for Louis P. Church &
Isabel C. Howe.

Wendover Neefus, Atty. Sp. Gdn. for Winona Church
& Isabel Church.

EXHIBIT "C"

(Voucher No.)

#10	DEBIT Freddie Elizabeth Church	12/29 1917	
	Loan to Martin Van Heuvel.....	28,000.00	
	Trust Dept.	Approved E	Jr. Clerk. E.
#28	DEBIT Freddie E. Church	2/1/1919	
	Martin Van Heuvel note.....	18,000.00	
	Trust Dept.	Approved O'Rourke	Clerk.
#31	DEBIT Freddie Elizabeth Church Gdnship	Apr 7-1919	
	Loan to Martin Van Heuvel.....	30,000.00	
	Trust Department	Approved OR	E.
#50	Trust Department		
	DEBIT Freddie Elizabeth Church Gdnship	5/22 1920	
	Note Martin Van Heuvel due 5/21/21.....	25,000.00	
		Approved O'Rourke	E.
#52	Trust Department		
	DEBIT Freddie Elizabeth Church Gdnship	6/28 1920	
	5 U. S. L. L. Bonds.....	5,209.59	
		Approved O'Rourke.	E.
#6	Trust Department		
	DEBIT Freddie Elizabeth Church Guardianship	Jany. 17th, 1921	
	Commission to First National Bank to Nov. 15th, 1920	258.19	
		Approved O'Rourke.	
#17	Trust Department		
	DEBIT F. E. Church Gdnship Income a/c	Aug. 12, 1921	
	Accrued int. on \$500.00 Bd Central Trust Co.		
	from July 1-1921.....	3.41	
		Approved O'Rourke.	E.
#27	Trust Department		
	DEBIT Freddie E. Church Gdnship Income	2/13/1922	
	Accrued interest on \$1500.00 Town of Woodlawn City of		
	Bham Bank.....	21.87	
		Approved O'Rourke.	E.
#48	Trust Department		
	DEBIT Freddie E. Church Gdnship Income	5/7 1923	
	Accrued interest on 500.00 Fidelia Club Bd		
	from 1/1/23.....	8.75	
		Approved O'Rourke	E.
#2	Trust Department		
	DEBIT Freddie E. Church Gdnship Princp.	10/13/23	
	\$250.00 Battle House Co. Bd @ \$75.00.....	187.50	
		Approved H. A. Pharr	
#3	Trust Department		
	DEBIT Freddie Elizabeth Church Guardianship		
	Bought \$1500.00 Second Converted L/Bd. 1503.60		
		\$100.24	
		Comm	1.00
			1504.60
		Approved H. A. Pharr	
#18	Trust Department		
	DEBIT Freddie Elizabeth Church Guardianship (Income)	5/7 1924	
	Interest on 2nd Conv. L/Bnds. purchased today.....	30.45	
		Approved H. A. Pharr	
#22	Trust Department		
	DEBIT Freddie Eliz Church (Gdnship Income)	8/15 1924	
	Interest on fourth Liberty Loan bond from Apr 15/24.....	6.91	
		Approved H. A. Pharr	

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#4 Trust Department
DEBIT Freddie Elizabeth Church Guardianship (Princp) Aug. 12 1924
Bought Fourth Liberty Bond.....\$513.15
Approved H. A. Pharr

#5-6-7-8 Trust Department
DEBIT Freddie Elizabeth Guardianship (Princp)
Bought Liberty Loan Bonds \$11.50 2nd @ \$101.09 1,162.53
250 4th 102 255.00
100 3rd 101.37 101.37
1,518.90
Interest 5.85
1,524.75
Comm 5.00
1,529.75
Purchased from R. H. Inge
Approved H. A. Pharr

#9 Princp. a/c. #28 Income a/c. Trust Department
DEBIT Freddie Eliz Church Gdnship (princp)
Bought 2 Athlestan Club Bonds #62 & 63 @ \$100.00 ea.....180.00
Interest......44
Cashiers Ck. H. H. Mashmeyer 178.44
Approved H. A. Pharr

#13 Princp. A/c. #39 Income A/c. Trust Department
DEBIT Freddie Elizabeth Church Guardianship. Sept. 3rd 1925.
Bought \$100.00 Mortgage Security Bond due Apr 1 1924.....100.00
Accrued Interest..... 2.53
Approved H. A. Pharr

#14 Trust Department
DEBIT Freddie Elizabeth Church Gdnship Dec. 16 1925
Princp.
Note Frank L. Roche & Lillian Burke \$12 M due 12/10/26 12,000.00
Approved H. A. Pharr

#15 Princp. A/c. #43 Income A/c. Trust Department
DEBIT Freddie Eliz Church Gdnship (Princp) Dec. 28th 1925
Cost of Note of Maschmeyer & Bush to Stapleton.....\$5,000.00
Accrued Int. from Dec. 21st..... 6.80
Approved H. A. Pharr

#16 Princp. A/c. #49 Income A/c. Trust Department
DEBIT Freddie Elizabeth Church Guardianship (Princp) Mar. 26 1926
Dauphin Way Baptist Church Bond due Feb 15th, 1929 #4.....1,000.00
Accrued Interest from Feb. 1st 6.83
Approved H. A. Pharr

#17 Trust Department
DEBIT Freddie Eliz Church Gdnship (Princp) May 5th, 1926
\$3000.00 Mobile Register Inc.....3,000.00
Less Interest to June 1st..... 12.00
Approved H. A. Pharr. 2,988.00

#18 Princp. A/c. Voucher #54 Income A/c.
Trust Department
DEBIT Freddie Eliz Church Bdnship (Princp) June 4th 1926
Mtg. Sec. Corp 6% Bond #C1131..... 500.00
Accrued Int..... 525
Approved H. A. Pharr.

#19 Trust Department
DEBIT Freddie Elizabeth Church Guardianship June 9th, 1926
(princp.)
Bought First Baptist Church of Birmingham 6% Bond No.
59 due 1931.....1,000.00
Approved H. A. Pharr.

#20 Princp. A/c. #56 Income A/c. Trust Department
DEBIT Freddie Eliz. Church Gdnship. July 19th, 1926.
\$1000.00 Battle House Hotel Co. Bond @ par.....1,000.00

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Accrued Int.....3.00
Approved H. A. Pharr.

#1 Princip. A/c. #8 Income A/c. Trust Department.
DEBIT Freddie Eliz Church Gdnship (Princp) Nov. 9th, 1926.
Bought \$500.00 Battle House Bnds Nos 371-372.....500.00
Accrued Int. from 7/1/26.....10.66
Approved H. A. Pharr.

#3 Princip. A/c. #9 Income A/c. Trust Department.
DEBIT Freddie Eliz Church Gdnship Nov. 10th 1926
Mtg. bought from W. G. Horn.....6,000.00
Accrued Int.....133.5
Approved H. A. Pharr.

#10 Income A/c. #3 Princip. A/c. Trust Department.
DEBIT Freddie Eliz Church (Princp) Nov. 12th, 1926.
Ck. James F. Maury covering mtg. of Daisy Akridge and
husband.....2000.00
Accrued Int.....1.33
Approved H. A. Pharr.

#4 Princip. A/c. #11 Income A/c. Trust Department
DEBIT Freddie Eliz Church Gdnship (Princp) Nov 12th 1926
\$3000.00 Battle House Hotel Co. Bnds-Nos. 373/374.....3000.00
Accrued Int. from 7/1/26.....65.49
Approved H. A. Pharr.

#13 Income Account. Trust Department
DEBIT Freddie Elizabeth Church Gdnship (Inc.) 12/7 1926
Int. accrued on Bankers Mtg. Co. 6% Bond #99.....13.00
Approved Terrell

#5 Princip. Account Trust Department
DEBIT Freddie Elizabeth Church Gdnship (Princ.) 12/7/26
500.00 Bankers Mortgage Bond Co Collateral 6% Bond #99.....500.00
Approved Terrell.

#14 Income A/c. #6 Princip. A/c. Trust Department.
DEBIT Freddie Eliz Church Gdnship (Princp) Dec. 15th 1926
Bought Mtg. Sec. Corp. Bnd #1--Series 4299.....500.00
Accrued Int. from Oct. 1-26.....6.16
Approved H. A. Pharr

#15 Income A/c. #7 Princip. A/c. Trust Department.
DEBIT Freddie Eliz Church Gdnship (princp) Dec. 29th 1926
Mtg. Sec. Corp. Bnd. #T. M. 4051--.....1000.00
Accrued Int. from 12/1/26.....4.83
Approved H. A. Pharr.

#18 Income A/c. #8 Princip. A/c. Trust Department.
DEBIT Freddie Elizabeth Church Guardianship Jany. 5th, 1927
(Princp)
Mortgage Security Corp. 6% Bond No. 2-Series 2756 due
Aug. 15th, 1928.....500.00
Accrued Interest.....11.66
Approved H. A. Pharr.

#9 Princip. A/c. #19 Income A/c. Trust Department.
DEBIT Freddie Eliz. Church Gdnship. Princp. Jany. 25 1927.
Franklin Mtg. Bond #M-16 due Dec. 1-1935.....1000.00
Accrued Int. from Dec. 1st.....9.00
Approved H. A. Pharr.

#10 Princip. A/c. #21 Income A/c. Trust Department.
DEBIT Freddie Elizabeth Church Gdnship (Princp) Feby. 11th, 1927
\$5000.00 Mobile Bay Bridge Bonds @ \$82.....4100.00
Accrued Int. from Jan. 1st.....38.85
Approved H. A. Pharr.

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#11 Princip. a/c. Trust Department
DEBIT Freddie Eliz Church Gdnship (Princp) Feby. 15th 1927.
Mtg. of T. C. McKenzie and wife due Feby. 15, 1930.....3650.00
Approved H. A. Pharr.

#12 Princip. A/c. #23 Income A/c. Trust Department.
DEBIT Freddie Eliz Church Gdnship (Princp.) Feby. 21st, 1927
Note of Julius T. Wright.....1000.00
Accrued Int..... 15.91
Approved H. A. Pharr.

#13 Princip. A/c. #22 Income A/c. Trust Department.
DEBIT Freddie Eliz Church Gdnship (Princp.) Feby 23 1927
\$4500.00 First Bap Church of Birmingham Bnds.....4500.00
Accrued Int. from 2/1/27..... 16.47
Nos. 1-43/46 Incl
Approved H. A. Pharr.

#14 Princip. A/c. Trust Department
DEBIT Freddie Eliz Church Gdnship (princp.) Feby 28th 1927
Bt Mtg. Adolph L. Mangold due 2/28/29.....2500.00
Approved H. A. Pharr.

#15 Princip. A/c. Trust Department
DEBIT Freddie Eliz Church Gdnship (Princp.) Apr. 4th 1927
Louise Short Bapt Church Bnds Nos. 237/240--Nos.
146-162-193-194 @ par.....4200.00
Approved H. A. Pharr.

#16 Princip. A/c. Trust Department
DEBIT Freddie Eliz Church Gdnship (Princp.) April 5th 1927
\$3800.00 Louise Short Bapt Church Bnds.....3800.00
Ck. First Natl Bank of Troy 3700.00
Dep to credit of J. M. Kahn 100.00
Approved H. A. Pharr.

#17 Princip. A/c. Trust Department
DEBIT Freddie Elizabeth Church Bdnship (Princp) April 8th, 1927
Mortgage of Gertrude F. Parker dated 4/7/27 due 1 yr.....6000.00
Approved H. A. Pharr.

#18 Princip. A/c. #29 Income A/c. Trust Department
DEBIT Freddie Elizabeth Church Gdnship (Princp) April 20th, 1927
Mortgage Security Corp. 6% Bond No. 3-Series 4893
due Jan. 1st, 1930..... 500.00
Int. from Jan. 1st..... 9.00
Approved H. A. Pharr.

#19 Princip. A/c. #31 Income A/c. Trust Department.
DEBIT Freddie Eliz Church (Princp.) April 29th, 1927
Note Emily C. & G. G. Oswalt.....2000.00
Accrued Int. from 1/25/27..... 31.30
Approved H. A. Pharr.

#20 Princip. A/c. Trust Department
Freddie Eliz. Church Gdnship (Princp) May 10th, 1927
Ck. James F. Maury & Co. increased loan to Daisy Akridge...500.00
Approved H. A. Pharr.

#21 Princip. A/c. #34 Income A/c. Trust Department.
DEBIT Freddie Eliz Church Gdnship (Princp.) June 16th 1927
Note of Mayme Patrick-Evie Dolive & S. A. Brooke
Transferred by W. B. Curran.....1100.00
Accrued Int. from Apr. 18/27..... 14.00
Approved H. A. Pharr.

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#23 & 24 Princp. A/c. #36 & 37 Income A/c.
Trust Department.

DEBIT Freddie Eliz. Church Gdnship (Princp) June 27th, 1927.
Fidelia Club of Mobile 5% Bond No. 20 due 1936.....\$460.00
Accrued Int. from Jan. 1st..... 10.13
First Church of Christ Scientist Bond No. 121 due 9/1/31.. 50.00
Accrued Int..... 1.44
Approved H. A. Pharr.

#26-25-27 Princp. A/c. #38 & 39 Income A/c.
Trust Department.

DEBIT Freddie Elizabeth Church Guardianship June 28th, 1927.
Mortgage Guarantee Corp. 6% Bond No. 837 due 1937.....1000.00
Accrued Int. from May 1st..... 9.50
Athlestan Club Bond No. 190 due 1941..... 90.00
Elks Club Bond No. 19 due 1935..... 50.00
Accrued Int..... 1.47
Approved H. A. Pharr.

#28 Princp. A/c. #41 Income A/c.
Trust Department.

DEBIT Freddie Elizabeth Church Guardianship (Princp) July 15, 1927.
Baptist State Convention 6% Bond No. 55 due June 1934..... 986.00
Accrued Int. from June 15th..... 5.00
Approved H. A. Pharr.

#4 & #5.

DEBIT Freddie Church 12/5 1917
For Central Trust Bonds 10,000.....10256.7
" Govt St M. E. Ch " 5,000..... 5128.3
Trust Dep. Approved E _____ Jr. Clerk

#50

Trust Department

DEBIT Freddie E. Church Guardianship (Princp.) Jany 26th 1928
Mobile Register Bond Nos. 211-259-261-263 @ 102..... 2040.00
Accrued Int. from Dec. 1st..... 18.00
Approved Pharr.

#51

Trust Department

DEBIT Freddie E. Church Guardianship (Princp) Feby 3rd 1928
Bt. Mortgage of Frederick W. Danne from Morrille &
Doyle.....1000.00
Accrued Int. from Dec. 21st 1928..... 8.56
Approved Pharr.

#52

Trust Department

DEBIT Freddie E. Church Guardianship Feby 8th, 1928
Mortgage Security Corp. Bond C-420 due 1946.....1000.00
Accrued Int. from Oct. 1st..... 21.16
Approved Pharr.

#63

Trust Department

DEBIT Freddie Elizabeth Church (Income) August 21 1928
Error in Interest credited on First Baptist Church
of Birmingham Bonds \$16.65 should have been
14.88 difference..... 1.67
Approved _____.

#67

Trust Department

DEBIT Freddie Eliz. Church Guardianship Sept. 28th 1928
Trinity Parish Bonds Nos. 54/73 @ \$25.00 each..... 500.00
Accrued Int. from May 1st..... 12.25
Approved Pharr.

#56

DEBIT Account Freddie Eliz Church, Gdnship Date Aug 19th 1929
Accrued Int on \$1000.00 Battle House Hotel Co.
Bond from July 1st..... 8.00
Approved by _____.

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#55

Trust Department

No. 11506

Date July 26th, 1930

Freddie Elizabeth Church Gdnship (Income)

DEBIT

Accrued Interest on \$5000.00 Deuphin Way Methodist

Church bond purchased.....12.08

Pharr

First National Bank of Mobile

#47

DEBIT Account Freddie Eliz. Church, Gdnship Date May 26, 1931

Cost of cancelling mtg. of Z. H. McKinley..... .25

Approved by _____ First National Bank of Mobile

#50

DEBIT Account Freddie Eliz. Church, Gdnship Date June 29, 1931

Cost of cancelling Bush & Maschmeyer mtg..... .32

Approved by _____ First National Bank of Mobile

#61 & 62

Trust Department

No. 22513

Date Nov. 30th, 1931

DEBIT

Freddie Eliz. Church Gdnship (Income)

Accrued Int. on \$1000.00 City of Fairfield 6% Bond

from Aug. 15th.....17.50

Accrued Int. on \$500.00 City of Selma Bond sold

from Oct. 1st to date..... 9.83

First National Bank of Mobile

EXHIBIT "D".

Estate of
FREDDIE ELIZABETH CHURCH,)
a minor,) Probate Court, Baldwin County,
) Alabama.

To the Honorable G. W. Humphries, Judge of Probate in and for
Baldwin County, Alabama.

Comes the First National Bank in Mobile, Alabama, and respectfully shows unto your Honor that it was heretofore appointed by and qualified in this Honorable Court as the guardian and person of the Estate of Freddie Elizabeth Church, then a minor under fourteen years of age; that since its said appointment it has made four partial settlements of its administration of said estate, the last settlement having been had in this court on to-wit, May 20th 1932.

Your petitioner further states that the said Freddie Elizabeth Church is now over the age of eighteen (18) years, and that since its last settlement in this court, the said Freddie Elizabeth Church on to-wit, September 18th, 1932 intermarried with one L. C. Horn and now resides with her said husband at Bay Minette, Baldwin County, Alabama; that such marriage of said minor has the effect of immediately removing her disabilities of non age, and that pursuant to Section 8274 of the Code of Alabama of 1923, said Freddie Elizabeth Church Horn now has and can exercise the same legal rights and abilities as married women over twenty one years of age;

Your petitioner therefore states that it is no longer necessary to continue said guardianship and it therefore files herewith its account showing the collections and disbursements since May 20, 1932, the date of the last accounting in this court, together with its vouchers in support of such disbursements;

Wherefore petitioner prays that your Honor will set a day for hearing this petition ^{and} ~~for~~ for making final settlement of its guardianship of the above mentioned estate, and that notice of the same may be given to the said Freddie Elizabeth Church Horn, as is required by law; and on the hearing, after this statement and the accounts and vouchers have been duly audited examined and considered, your Honor will be pleased to pass and allow the said account in such form as may then appear just and right, deducting the fees and costs due the officers of this court on account of this final settlement, together with such compensation as your Honor may be pleased to allow to the undersigned for its services as well as for the services of its attorney in making this final settlement.

Your petitioner further states that it has not at any time during the administration of said estate, used the funds of said minor, or any part thereof, for its own use and benefit in any manner whatsoever.

Your petitioner further shows unto your Honor that since the marriage of its said ward, Freddie Elizabeth Church, it has, on to-wit, October 6th 1932, made final settlement with her, delivering to her all of the assets belonging to said estate and to said ward, all as is shown and set out by the receipt of said ward hereto attached and made a part of this report for final settlement;

WHEREFORE your petitioner pray that it may be, together with the sureties on its bond as guardian, released and forever discharged from all further liability, accountability and responsibility in connection with the above mentioned estate; and as in duty bound it will ever pray.

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FIRST NATIONAL BANK OF MOBILE,
as guardian of Freddie Elizabeth
Church (now Horn)
by H. A. Pharr
Trust officer

to
Subscribed and sworn/before me
on this 6th day of October, 1932.
William J. Young
Notary Public, Mobile County, Alabama.

Estate of)
Freddie Elizabeth Church.) Probate Court, Baldwin County, Alabama

WHEREAS, Freddie Elizabeth Church (now Freddie Elizabeth Horn) a minor, became eighteen years of age on September 11, 1932, and thereafter on September 18th, 1932, intermarried with one L. C. Horn, and WHEREAS, under the laws of Alabama said marriage had the effect of immediately relieving the disabilities of minority of said Freddie Elizabeth Horn, formerly Freddie Elizabeth Church, and vested her with all of the rights and abilities of a married woman over the age of twenty one years, and WHEREAS, the First National Bank of Mobile, Alabama, has for some years been the guardian of the estate of said Freddie Elizabeth Church, under appointment by the Probate Court of Baldwin County, Alabama, and WHEREAS, the said Freddie Elizabeth Church, now Freddie Elizabeth Horn desires to have a full complete and final settlement of her estate by said First National Bank of Mobile, Alabama, as her guardian, and has made request for such settlement, and WHEREAS in order to effect said settlement the said First National Bank of Mobile, Alabama, has this day delivered to said Freddie Elizabeth Horn, formerly Freddie Elizabeth Church, the following assets belonging to her estate, as set out in the account of the First National Bank of Mobile Alabama, as guardian, to be filed in the Probate Court of Baldwin County, Alabama, for a final settlement of its guardianship, to-wit:

BONDS:

FIDELIA CLUB OF MOBILE, First Mortgage 5% Bonds, par	\$1000.00
due July 1, 1936, int. due Jan. & July 1st	
BATTLE HOUSE HOTEL COMPANY, First Mortgage 6% bond "	1000.00
due Jan. 1, 1936, Int. due Jan. & July 1st	
MOBILE LODGE #108 B.P. of ELKS, Second Mortgage 6% "	50.00
due July 1, 1935-Int. due Jan. & July 1st	
ATHLESTAN CLUB, 5% First Mortgage Bonds "	300.00
due July 1, 1941; Int. due Jan. & July 1st	
ALABAMA BAPTIST STATE CONVENTION, 6% Serial Gold	
note, due June 15, 1934, Int. due June & Dec. 15	1000.00
BANKERS MORTGAGE BOND CO., First Mortgage Collateral	
Gold Bond 6% due July 1, 1936-Int. due Jan & July 1st	500.00
CITY OF FAIRFIELD, 6% Public Improvement Series 7,	
Bond due Aug. 15, 1935, Int. due Feb. & Aug. 1,	1000.00
CITY OF SELMA, ALA., 6% Public Improvement Series G	
Bond due Sept. 1, 1936-Int. due March & Sept. 1	500.00
MORTGAGE SECURITY CORPORATION OF AMERICA, 6% Guarant-	
eeded First Lien Certificate-due April 1, 1946	
interest due April and October 1st,	1000.00
MORTGAGE GUARANTEE CO. 6% First Mortgage Collateral	
Bond, Series A, due May 1, 1937-Int. due May and Nov. 1st	1000.00
MORTGAGE SECURITY CORPORATION OF AMERICA, 6% Real	
Estate Trust Deed Gold note, due April 1/34 interest	
due April & October 1st, first mortgage	100.00
TRINITY PARISH, 6% Notes due May 1, 1939, Int. due May	
and Nov.	500.00

(Total bonds \$7950 par value)

MORTGAGE NOTES:

Note of CARTER LUSCHER, assumed by W. G. & R. H. Brom-	
berg bearing 7% interest, extended to Oct. 14 1932	6000.00
Note of FLORENCE D'OLIVE SCOTT, bearing 7% due July	
31, 1933	2000.00

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Note of GERTRUDE F. PARKER, bearing 6½% interest, due Oct. 7th 1932	6000.00
" BIG ZION CHURCH, bearing 8% interest due \$1000 Dec. 31, 1941, \$1000.00 due Dec. 31, 1942	2000.00
" HENRY M. CONRAD, bearing 7% interest due as follows: \$500.00 June 9, 1932, \$3000 due June 9/33	3500.00
" DAISY AKRIDGE, assumed by Louisiana Ala. Inv. Co. bearing 8% due May 4th 1934,	2000.00
" HARWELL J. DOYLE, bearing 7% due Sept. 21, 1934	1675.00
" LOULA ADELAIDE DeJONG, bearing 7% int. due June 13, 1934,	600.00
" MARTIN Van HEUVAL, bearing 7% int. due May 21, 1931	12126.99
" ADOLPH L. MANGOLD & wife, bearing 7% int. due Aug. 28, 1932, with insurance and taxes added	2675.01
(Total Mortgages \$38,577.00)	

Brought forward,	46527.00
Deed and other papers relating to house and lot in Bay Minette, Alabama, acquired at cost of	9000.00
Cash on hand as per statement	284.90
Total estate of Freddie E. C. Horn-----	\$55811.90

from which however the costs and expenses incident to final settle-
ment is to be paid by said Freddie E. C. Horn.

I, Freddie Elizabeth Horn (formerly Freddie Elizabeth Church) do hereby acknowledge receipt of all of the foregoing assets from The First National Bank of Mobile, Alabama, my former guardian, and do hereby release and forever discharge my said guardian, The First National Bank of Mobile, Alabama, together with the sureties on its bond as such guardian, from all liability, accountability and/or responsibility, whether past, present or future, growing out of, or in any manner connected with its administration of my said estate; and I do further hereby ratify and confirm all accounts and accountings heretofore made by said guardian and had with the Probate Court of Baldwin County, Alabama, and ratify and confirm all such partial settlements as may have heretofore been made in said Court; hereby expressing my full satisfaction and approval of the manner in which my said estate has been handled by said guardian during my minority.

Freddie Elizabeth Church Horn
formerly Freddie Elizabeth Church.

Executed in presence of
L. C. Horn
Mrs. Minnie Higby

STATEMENT OF FREDDIE ELIZABETH CHURCH GUARDIANSHIP

<u>BONDS:</u>	As per statement attached	Par Value	\$7,950.00
<u>MORTGAGES:</u>	As per statement attached	" "	38,577.00
<u>REAL ESTATE:</u>	As per statement attached		9,000.00
<u>CASH:</u>	As per statement of Income Account		284.90
Total Estate of Minor.....			\$55811.90

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STATEMENT OF SECURITIES HELD PERIOD ENDING SEPT. 28TH 1932
FIRST NATIONAL BANK MOBILE ALABAMA TRUST DEPARTMENT FREDDIE
ELIZABETH CHURCH GUARDIANSHIP

Par Value	Description	Cost
	<u>BONDS:</u>	
\$1000.00	Fidellia Club of Mobile, First Mortgage 5% Bonds due July 1, 1936-Int. due Jan. & July 1st	\$915.00
\$1000.00	Battle House Hotel Company First Mortgage 6% Bonds due Jan. 1, 1936-Int. due Jan. & July 1st	1000.00
50.00	Mobile Lodge No. 108 B.P. of Elks Second Mortgage Bond 6% due July 1, 1935-Int. due Jan. & July 1st	50.00
300.00	Athlestan Club 5% First Mortgage Bonds due July 1, 1941, Int. due Jan. & July 1st	270.00
1000.00	Alabama Baptist State Convention 6% Serial Gold Note due June 15th, 1934-Int. due June & Dec. 15th	986.00
500.00	Bankers Mortgage Bond Co. First Mortgage Collateral Gold Bond 6% due July 1, 1936-Int. due Jan. & July 1st	500.00
1000.00	City of Fairfield 6% Public Improvement Series 7 Bond due Aug. 15th, 1935-Int. due Feby. & Aug. 1st	1000.00
500.00	City of Selma Ala. 6% Public Improvement Series G Bond due Sept. 1, 1936-Int. due March & Sept. 1st	500.00
1000.00	Mortgage Security Corporation of America 6% Guaranteed First Lien Certificate due April 1, 1946-Int. due Apr. and Oct. 1st	1000.00
1000.00	Mortgage Guarantee Co. 6% First Mortgage Collateral Bond Series A due May 1, 1937-Int. due May & Nov. 1st	1000.00
100.00	Mortgage Security Corporation of America 6% Real Estate Trust Deed Gold Note due April, 1934-Int. due Apr. & Oct. 1st	100.00
500.00	Trinity Parish First Mortgage 6% Notes due May 1, 1939-Int. due May & Nov.	500.00
\$7950.00	Total Bonds	
	<u>MORTGAGE NOTES:</u>	
6000.00	Note of Carter Luscher assumed by W. G. & R. H. Bromberg, bearing 7% interest, extended to Oct. 14th, 1932	6000.00
2000.00	Note of Florence D'Olive Scott, bearing 7% due July 31, 1933-	2000.00
6000.00	Note of Gertrude F. Parker, bearing 6½% Interest, due Oct. 7th, 1932	6000.00
2000.00	Big Zion Church bearing 8% interest due \$1000.00 Dec. 31, 1941- \$1000.00 due Dec. 31st, 1942	2000.00
3500.00	Henry M. Conrad, bearing 7% interest due \$500.00 6/9/32 \$3000.00 6/9/33	3500.00
2000.00	Note of Daisy Akridge, assumed by Louisiana-Ala. Inv. Co. bearing 8% due May 4th, 1934	2000.00
1675.00	Harwell J. Doyle, bearing 7% due Sept. 21, 1934	1675.00
600.00	Loula Adelaide DeJong, bearing 7% interest due June 13th, 1934	600.00
12126.99	Martin Van Heuval, bearing 7% Interest due May 21, 1931	12126.99
2500.00	Adolph L. Mangold and wife, bearing 7% due Aug. 28th, 1932-	
	Insurance and taxes added to mortgage:	
31.46	Ck. Norville Bros. Ins. Prem. paid 7/2/32	
132.30	" Probate Court cost of redemption of property 1931 taxes	
11.25	Ck. Norville Bros. Ins. Prem. paid 8/3/32	2675.01
\$38577.00	Total Mortgages	

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STATEMENT OF REAL ESTATE OWNED PERIOD ENDING SEPT. 28TH, 1932
FIRST NATIONAL BANK MOBILE ALABAMA TRUST DEPARTMENT FREDDIE ELIZA-
BETH CHURCH GUARDIANSHIP.

Location and Description	Inventory
House and Lot in Bay Minette Alabama,	\$9000.00

STATEMENT OF PRINCIPAL CASH PERIOD ENDING SEPTEMBER 28TH 1932
FIRST NATIONAL BANK MOBILE ALABAMA TRUST DEPARTMENT FREDDIE ELIZA-
BETH CHURCH GUARDIANSHIP

Date	Detail	Debit	Credit	Balance
	Balance as per _____ of _____ 19 _____.			

RECEIPTS:

5/16/32	Paid by Louisiana Alabama Invest- ment Co. on account of Mortgage		\$500.00	
9/10/32	Transferred from Income Account		275.01	
	Total Receipts		<u>\$775.01</u>	

DISBURSEMENTS:

6/14/32	Bought Mortgage of Adelaide DeJong bearing 7%		\$600.00	
7/2/32	Ck. Norville Bros. covering pre- mium on property covered by mortgage of A. L. Mangold		31.46	
8/1/32	Ck. Probate Court-1931 Taxes and redemption costs Mangold Property		132.30	
8/3/32	Ck. Norville Bros. Ins. Premium on Mangold property		<u>11.25</u>	
	Total Disbursements		<u>\$775.01</u>	

On Hand-Principal Account

-0-

STATEMENT OF INCOME CASH PERIOD ENDING SEPT. 28TH 1932 FIRST NATION-
AL BANK MOBILE ALABAMA TRUST DEPARTMENT FREDDIE ELIZABETH CHURCH
GUARDIANSHIP.

Date	Detail	Debit	Credit	Balance
	Balance as per statement May 20th 1932 Filed and passed in the Pro- bate Court of Baldwin County, Ala.		\$855.67	

RECEIPTS:

3/24/32	Interest note of Harwell J. Doyle due 3/21/32		58.63	
3/20/32	Interest on Mortgage Security Corp. Bond due 4/1/32		30.00	
	" " " " " "		3.00	
4/7/32	Interest on Note of Gertrude Parker due 4/7/32		195.00	
4/14/32	Interest on Big Zion Church Note due 6/30/1931		35.53	
4/22/32	To apply on past due interest on M. Van Heuval Mortgage		75.00	
4/25/32	Balance due by Big Zion Church-In- terest on note due 6/30/31		44.47	
5/2/32	Interest on Mortgage Guarantee Co. Bonds due 5/1/32		30.00	
	Interest on Trinity Parish Bonds due 5/1/32		30.00	
5/9/32	To apply on past due interest by M. Van Heuval		125.00	
5/16/32	Interest paid by Louisiana Alabama Inv. Company		100.00	
6/7/32	On A/c Interest on M. Van Heuval Mortgage		100.00	

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Date	Detail	Debit	Credit	Balance
6/14/32	On A/c Interest Alabama Baptist State Convention Bond due 6/15/32		30.00	
	On A/c Fidelia Club Bonds due 7/1/32 interest		25.00	
7/1/32	On A/c Elks Club Bond due 7/1/32		1.50	
	On A/c Fidelia Club Bonds due 7/1/32		25.00	
	On A/c Athlestan Club Bonds due 7/1/32		7.50	
	On A/c interest Battle House Hotel Co. Bond due 7/1/32		30.00	
6/11/32	On A/c interest on Mortgage of Florence D'Clive Scott due 8/1/32		70.00	
8/5/32	On A/c Interest note of W. G. & R. H. Bromberg due 7/14/32		210.00	
	On A/c Interest on M. Van Heuval Mortgage		100.00	
8/15/32	Interest on City of Fairfield Bond due 8/1/32		30.00	
8/31/32	Interest on City of Selma Bond due 9/1/32		15.00	
9/7/32	Paid by Martin Van Heuval on account of past due interest on his mortgage		100.00	
Total Receipts.....			\$2326.30	

DISBURSEMENTS:

3/24/32	Ck. B. F. Adams & Co. Premium on Surety Bond	\$200.00		Vouch
3/31/32	Ck. Mrs. Minnie Church Higby-Allowance	125.00		
4/5/32	Ck. Mrs. Minnie Church Higby- Allowance for F. E. Church Graduation	25.00		
4/25/32	do do	15.00		
4/28/32	Ck. Mrs. Minnie Church Higby-Allowance	125.00		
5/11/32	Ck. J. T. Duggan, covering appraisal of property tendered for exchange of M. Van Heuval property	25.00		
5/24/32	Commission allowed First National Bank in partial settlement, as shown by Decree rendered May 20th, 1932	467.05		7
	Ck. Wm. J. Young, Attorney's Fees- Partial Settlement	175.00		8
	Ck. Probate Court Baldwin County costs	24.20		9
	Ck. J. B. Blackburn, Guardian ad litem	20.00		10
5/28/32	Ck. Mrs. Minnie Church Nelson Higby-Allowance	125.00		11
	Ck. Chas. C. Hand-Insurance Premium	15.00		12
6/30/32	Ck. Mrs. Minnie Church Higby-Allowance	125.00		13
7/28/32	Ck. Mrs. Minnie Church Higby-Allowance	125.00		14
8/31/32	Ck. Mrs. Minnie Church Higby-Allowance	125.00		15
9/10/32	Transferred to Principal Account	275.01		16
9/27/32	Ck. Freddie Elizabeth Church	50.00		17
	Internal Revenue Tax on checks drawn since June 21st, 1932-7@2¢ each	.14		
Total Disbursements.....		\$2041.40		

Recapitulation:

Total Receipts.....	\$2326.30
" Disbursements...	2041.40
9/28/32 Cash on Hand.....	\$284.90

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 ~~The First National Bank of Mobile,~~
Alabama, A Corporation.....

of ~~Mobile~~..... 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
~~Freddie Elizabeth Hern~~.....

against said ~~First National Bank of Mobile, Alabama, A Corporation,~~.....

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, ~~M. A. Stone~~
~~T. W. Richerson~~, Register of said Circuit Court, this 22 day of
September 1933.

M. A. Stone Register

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

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RECORDED

SERVE ON The First National Bank
of Mobile, Ala. a corp.
Circuit Court of Baldwin County
In Equity.

No.

SUMMONS

Freddie Elizabeth Horn

vs.

The First National Bank of
Mobile, Alabama, a corp.

Hybert, Heard & Chason
Solicitor for Complainant

Recorded in Vol. Page

THE STATE OF ALABAMA,
BALDWIN COUNTY

Received in office this 22nd

day of Sept 1933

W. H. Stuart

Sheriff.

Executed this 21 day of

September 1933

by leaving a copy of the within Summons with

C. J. Beecher, not a party

First Natl. Bank

Defendant.

Dr. D. McSwain
Sheriff.

By J. M. McSwain
Deputy Sheriff.

FREDDIE ELIZABETH HORN,	:	
	:	
Complainant,	:	IN THE CIRCUIT COURT OF
-vs-	:	
	:	BALDWIN COUNTY, ALABAMA.
THE FIRST NATIONAL BANK OF	:	
MOBILE, ALABAMA, a corpora-	:	IN EQUITY.
tion,	:	
	:	
Respondent.	:	

1. Comes the respondent, The First National Bank of Mobile, Alabama, a national banking association, and, appearing solely and specially for the purpose of this plea in a batement, and for no other purpose, says that this Court ought not to have or take cognizance of this suit because this respondent is a national banking association organized under the laws of the United States and established and located in the County of Mobile, State of Alabama, in which County said association and its bank and offices are now located and were located at the time of the beginning of this suit and since that time; that said association was not, at the beginning of this suit, nor has it ^{been} since said time, nor is it now, located in the County of Baldwin, State of Alabama, neither has it had, during said times, its offices or bank located or situated in said County; and respondent alleges that, under the statutes of the United States, it is provided by Section 94, Title 12 of the United States Code Annotated, as follows:

"Sec. 94. Venue of suits. Actions and proceedings against any association under this chapter may be had in any district or Territorial court of the United States held within the district in which such association may be established, or in any State, county or municipal court in the county or city in which said association is located having jurisdiction in similar cases. (R. S. Sec. 5198; Feb. 18, 1875, c. 80, Sec. 1, 18 Stat. 320) "

WHEREFORE, this respondent says that this Court ought not to have or take jurisdiction of this suit and prays judgment whether it ought to be required to appear and answer further therein.

2. The respondent, The First National Bank of Mobile,

Alabama, a national banking association, appearing solely and specially for the purpose of this separate and additional plea, and for no other purpose, says that this Court ought not to have or take cognizance of this suit, because this respondent is a national banking association organized under the laws of the United States and established and located in the County of Mobile, State of Alabama, in which County its banking office is located and situated; that said association, its bank and offices, have always been located in the County of Mobile, State of Alabama, and have never been located in the County of Baldwin, State of Alabama. And this respondent alleges that, under the statutes of the United States, it is provided by Section 94, Title 12 of the United States Code, Annotated, as follows:

"Sec. 94. Venue of suits. Actions and proceedings against any association under this chapter may be had in any district or Territorial court of the United States held within the district in which such association may be established, or in any State, county, or municipal court in the county or city in which said association is located having jurisdiction in similar cases. (R.S. Sec. 5198; Feb. 18, 1875, c. 80, Sec. 1, 18 Stat. 320) "

WHEREFORE, this respondent prays that this Court ought not to have or take jurisdiction of this suit and prays judgment whether it ought to be required to appear and answer further therein.

THE FIRST NATIONAL BANK OF
MOBILE, ALABAMA,

By

D. P. Bestor
Its President.

STATE OF ALABAMA,

COUNTY OF MOBILE.

Personally appeared before me, Genevieve G. Green,
a Notary Public in and for said State and County, D. P. Bestor,
who is known to me, and who being duly sworn deposes and says
that he is President of the First National Bank of Mobile,
Alabama, a national banking association; that he has authority
to make this affidavit, and that the facts stated in the fore-
going pleas in abatement are true and correct.

O. A. Best

Subscribed and sworn to before
me this 18th day of October, 1933.

G. Lawrence G. G. G. G.
Notary Public, Mobile County, Alabama.

Wm J. Young
Smith & Johnston
Solicitors for respondent.