

MELTON H. LANG,	§	IN THE CIRCUIT COURT OF
COMPLAINANT	§	BALDWIN COUNTY, ALABAMA
VS	§	AT LAW.
GUS STEVENS,	§	
RESPONDENT	§	

TO THE HONORABLE H. M. HALL, JUDGE OF THE 28TH JUDICIAL CIRCUIT OF BALDWIN COUNTY, ALABAMA.

Comes your Petitioner, Melton H. Lang, and complains unto this Honorable Court and shows as follows:

1.

That your petitioner is over the age of 21 years, and is a resident of Baldwin County, Alabama, that the Respondent is over the age of 21 years and is a non-resident of the State of Alabama, being a resident of the State of Mississippi, and may be found in Mississippi City, Mississippi, his Attorneys of Record being Hon. James R. Owens of Bay Minette and James Hendrix of Robertsdale.

2.

T That on or about May 1, 1951, the parties to this cause entered into an agreement that your petitioner would plant the crops, the Respondent's money against the labor of your petitioner, and that the parties to this cause would split the profits fifty-fifty; and that the animals that were there, and the increase thereof, or animals purchased and placed on the property in Baldwin County, would be jointly owned by the parties to this cause.

3.

That the Respondent, Gus Stevens, and your petitioner would purchase a pick-up truck, with the provision that your petitioner would trade in the pick-up truck he owned and the respondent herein, Gus Stevens, would pay the difference on a down payment, said truck being purchased to belong jointly to the parties to this action.

4.

That your petitioner, in 1951, moved to the property owned by the said Respondent, said property being situate in Baldwin County, and resided there continuously, carrying out the terms of the agreement until evicted by the said Respondent.

5.

That during the period of occupation and the life of said agreement, livestock were bought and sold in the name of the partnership, and your petitioner looked after the increase of both livestock and poultry.

6.

That there has been no settlement or accounting of this partnership agreement for the period beginning May, 1951, until to date, and there has been no audit made, nor any division of profits, nor any division of the increase from said partnership venture, in accordance with the terms of said partnership agreement.

7.

That the said Gus Stevens has been continuously in possession of all books and records pertaining to said joint venture, and your petitioner has been in possession of said livestock and poultry bought or derived as increase from the original holding thereof, Your Petitioner is also in possession of the said automobile truck, acquisition of which was made by the use of your petitioner's own pick-up truck as a trade-in.

8.

Your petitioner was forced to move all of these items of personal property to another farm nearby upon the enforcement of the eviction judgment rendered in the Circuit Court of Baldwin County.

9.

That your petitioner has been unable to ascertain the amounts due him by the said Gus Stevens under the terms of the partnership agreement and joint venture.

10.

That the Complainant has been unable to ascertain the amounts due him by the Respondent under the terms of the partnership agreement and joint ventures.

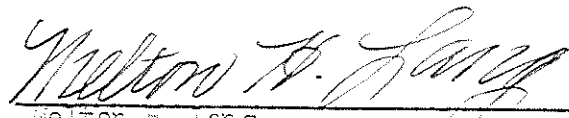
PRAYER FOR RELIEF

The premises considered, the Complainant prays that a master or a register be appointed to take charge of all the joint venture books and accounts aforesaid and to hold a reference and make an accounting of these joint ventures

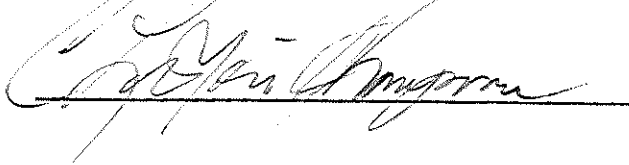
entered into by the Complainant and Respondent, reporting its findings to this Court.

And for such other and further relief as the nature of the case may require and to this Honorable Court may seem proper.

And the Complainant submits himself to the jurisdiction of the Court, and offers to do whatever the Court may consider necessary to be done on his part toward making the decree which he seeks just and equitable with regard to the other parties to the suit.


Melton H. Lang

ATTORNEY FOR THE COMPLAINANT



no 3126

MELTON H. LANG,

COMPLAINANT

VS

RECORDED

GUS STEVENS,

RESPONDENT

3126

Transferred from
Civ. no 2020

From the Law Offices of
C. LeNoir Thompson
Attorney At Law
Bay Minette, Alabama

FILED

OCT 26 1953

ALICE J. DUCK, Register

3127

GUS STEVENS,
Complainant,
VS.
MELTON H. LANG,
Respondent.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY NO. 2020

REGISTER'S REPORT OF SALE

WHEREAS, heretofore, a decree was made and entered by
this Court directing the Register to sell the following described
property, to-wit:

8 head of cattle
100 chickens;
38 turkeys;
30 ducks;
1 guinea;
22 hogs;
8 pigs;
1 - 1947 International pick up truck.

Now therefore, in obedience to said decree, I beg leave
to report that I caused notice of said sale to be advertised in the
Baldwin Times, a newspaper published in Baldwin County, Alabama,
on the 7th day of January, 1954, in accordance with the terms of said
decree.

That on the 18th day of January, 1954, which was the day
set for said sale in said notice, I proceeded to sell the herein-
above described property at public outcry during the legal hours of
sale at the places specified in the said notice to the highest and
best bidder.

That at said sale, Gus Stevens was the highest and best
bidder and became the purchaser of the cattle named in said notice
for and at the sum of \$408.00; and that Gus Stevens was the highest
and best bidder and became the purchaser of the fowls for and at
the sum of \$25.00; and J. M. Berga was the highest and best bidder
and became the purchaser of the hogs and pigs for and at the sum
of \$550.00; and that J. M. Berga was the highest and best bidder
and became the purchaser of the International pick up truck for and
at the sum of \$105.00.

Respectfully submitted,

Deicef - reuck

Register.

REGISTER'S REPORT OF SALE

RECORDED

GUS STEVENS,

Complainant,

VS.

MELTON H. LANG,

Respondent.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY

NO. 2020

GUS STEVENS,
Plaintiff,
VS.
MELTON H. LANG,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY NO. 3126

REGISTER'S REPORT ON REFERENCE


By virtue of a decree rendered in the above styled cause on the 31st day of December, 1953, I have proceeded to hold a reference to ascertain, determine and fix the reasonable amount for the feeding and caring for the properties in this suit and beg leave to report that the amounts due and the persons to whom said amounts are due are as follows:

Hobson Childress	\$ 60.00
Alex Lazzari	134.00
J. M. Berga	<u>374.00</u>
Total	\$568.00

I further report that the total amount of the court costs in this suit, taking into consideration this report and the final decree to be rendered in this cause, is \$64.58.

DATED this the 16th day of February, 1954.

Respectfully submitted,



Register

REGISTER'S REPORT ON REFERENCE

RECORDED

GUS STEVENS,

Plaintiff,

VS.

MELTON H. LANG,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY

NO. 3126

FILED

16 1954

FILED IN DOCK, Register

MELTON W. LANG,

0

Complainant,

1

IN THE CIRCUIT COURT OF

vs.

1

DADEHAY COUNTY, ALABAMA

GUS STEWART,

1

IN EQUITY NO. 3126

Respondent.

1

ANSWER TO CROSS-BILL

Now comes the complainant and cross-respondent and for answer to the said cross-bill filed in said cause by the respondent and cross-complainant shows unto this Honorable Court as follows:

1.

As to Paragraph 11 as shown in the amended answer thereof, your complainant and cross-respondent admits that he was to furnish all the labor and the respondent and cross-complainant was to furnish all the money for the operation of the farm and raising of livestock, but nothing was said in the agreement as to poultry. Your complainant and cross-respondent admits that the parties to this cause were to divide equally any profits from said farming operation, but states that he was to share equally in the livestock then on hand and also in the livestock purchased by the respondent and cross-complainant.

2.

Your complainant and cross-respondent neither admits nor denies the amounts alleged in the second paragraph of numbered Paragraph 11, as he has no knowledge of the exact figures thereof.

3.

Your complainant and cross-respondent expressly denies the amounts set forth in the third paragraph of numbered Paragraph 11.

4.

Your complainant and cross-respondent expressly denies that he gave to the respondent and cross-complainant herein the pick-up truck, as alleged in the fourth paragraph of numbered Paragraph 11.

5.

Your complainant and cross-respondent expressly denies that the monies set forth in paragraph 5 of numbered Paragraph 11 were spent on the said farming operations with the knowledge of your complainant and cross-respondent.

6.

Your complainant and cross-respondent admits that he is in possession of part of the items set forth in paragraph 6 of numbered paragraph 11, but

states that he has delivered part of those items, as shown by his testimony, to Honorable James A. Hendrix as attorney for the respondent and cross-complainant, to-wit, certain chickens, turkeys, ducks, guineas, Farrall tractor complete with implements, and two lengths of water hose, and your complainant and cross-respondent further states unto this Honorable Court that he is a one-half owner, in accordance with the agreement testified to in this cause, of all livestock and of all poultry other than the chickens, and that he is the owner, absolute, of the chickens.

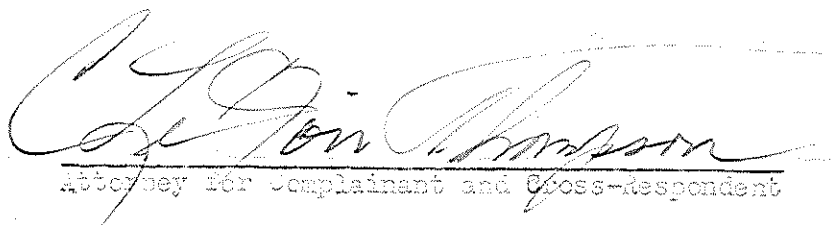
7.

Wherefore, your complainant and cross-respondent prays that the Court will make and enter a proper decree adjudging him the one-half owner of all livestock and poultry other than the chickens, and will adjudge him the absolute owner thereof; and further that this Honorable Court will decree the equity which your complainant and cross-respondent contributed to purchase of the International pick-up truck and will order same to be paid.

And further, that this Honorable Court will order all of the property of joint ownership sold and order that the money be divided in accordance with the decree of this Honorable Court, whereby your petitioner may recover the results of his labor therefrom.

Complainant and cross-respondent further prays for such other, further and general relief as he may be equitably entitled to, the premises considered.

The complainant and cross-respondent submits himself to the jurisdiction of the Court and offers to do whatever the Court may consider necessary to be done on his part to make the decree just and equitable to the other party to this suit.


Attorney for Complainant and Cross-Respondent

WELTON H. LANG,

Complainant,

VS.
RECORDED
GUS STEVENS,

Respondent.

ANSWER TO CROSS-BILL.

From the Law Office of
C. LeNoir Thompson
Attorney at Law


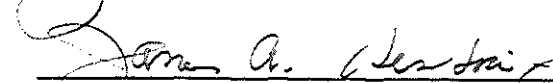
MELTON H. LANG,
Complainant,
VS.
GUS STEVENS,
Respondent.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 3126

ANSWER

Comes the Respondent in the above styled cause and for answer to the Bill of Complaint heretofore filed in this cause says:

1. He denies each and every paragraph of the said Bill of Complaint and demands strict proof thereof.



Attorneys for Respondent.

ANSWER
RECORDED

MELTON H. LANG,
Complainant,

VS.

GUS STEVENS,
Respondent.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 3126

MELTON H. LANG,
Complainant,
VS.
GUS STEVENS,
Respondent.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

STIPULATION

It is hereby stipulated by the Solicitors of record in the above styled cause that in order to eliminate the use of further witnesses on behalf of the Complainant as to the agreement between the Complainant and the Respondent, that if the following witnesses, to-wit: Henry E. Lang, Mrs. Lora

Lang, Francis Eilene Lang, and Gordy Lee

Lang were present in Court that they would testify that the agreement under which the parties to this cause operated from about May 1, 1951 until sometime in December, 1952, was as stated by the Complainant as follows:

"Gus Stevens and I had an oral agreement beginning around May 1st, 1951, that he would furnish all of the money and I would furnish all of the labor, and I would work his place in Baldwin County according to his directions.

"Under this agreement, I was to raise crops, livestock and poultry, and I was to have an equal share of the profits from what was sold. I was supposed to take care of the pecan orchard, that is, trim the diseased limbs off the trees and haul these limbs out and burn them, and do whatever work Mr. Stevens thought was necessary for the trees and to gather the nuts. We were to divide the nuts.

"He was supposed to furnish the house, lights, butane gas, a truck and tractor and gasoline to run the truck and tractor with. The agreement when I moved on this farm was that I would move from Missouri to Baldwin County and live on his farm. Since he did not have much in the way of livestock on the farm, I was to have a half interest in what was already there and what would be raised or bought while I worked under that agreement. The agreement as to the chickens was that he would buy a good grade of chick-

"I was to furnish all necessary labor to maintain the fences, and Gus Stevens was to furnish all wire, staples and posts needed. I was to be paid for all other labor which was put in on the place, outside of the fence maintenance."

~~Born~~ R. C. Carr
1st Born A. I. Carr x
Belgian Wappon

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STIPULATION

RECORDED

MELTON H. LANG,
Complainant,
VS.
GUS STEVENS,
Respondent.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

FILED
NOV 17 1953
ALICE L. BAKER, Register

MELTON H. LANG,)	
Complainant,)	IN THE CIRCUIT COURT OF
VS.)	BALDWIN COUNTY, ALABAMA
GUS STEVENS,)	IN EQUITY NO. 3126
Respondent.)	

AMENDED ANSWER

Now comes the Respondent and amends the last answer filed by him in this cause so that, when amended, the said answer will read as follows:

1. Respondent admits the allegations of Paragraph One of the Bill of Complaint.
2. Respondent denies each and all of the allegations of Paragraph Two of the Bill of Complaint except that he admits that the parties to this cause entered into an agreement on or about May 1, 1951, that the Complainant would plant the crops and furnish the labor and that the parties to this cause would divide the profits from this joint venture equally between them.
3. Respondent denies each and all of the allegations of Paragraph Three of the Bill of Complaint.
4. Respondent denies each and all of the allegations of Paragraph Four of the Bill of Complaint.
5. Respondent denies each and all of the allegations of Paragraph Five of the Bill of Complaint.
6. Respondent denies each and all of the allegations of Paragraph Six of the Bill of Complaint.
7. Respondent denies each and all of the allegations of Paragraph Seven of the Bill of Complaint.
8. Respondent denies each and all of the allegations of Paragraph Eight of the Bill of Complaint.
9. Respondent denies each and all of the allegations of Paragraph Nine of the Bill of Complaint.
10. Respondent denies each and all of the allegations of Paragraph Ten of the Bill of Complaint.

11. For further answer to the said Bill of Complaint, the Respondent says that he made and entered into an oral agreement with the Complainant whereby the Complainant was to furnish all labor and the Respondent to furnish all money for the operation of a farm and the raising of livestock and poultry on property belonging to the Respondent in Baldwin County, Alabama. The profits derived from the said farming operation and the raising of livestock and poultry were to be divided equally between the Complainant and the Respondent. The profits were to be figured on the sale of the increase of livestock and not from livestock already owned by the Respondent and later purchased by him.

During the period that the Complainant lived on the farm of the Respondent, to-wit, June, 1951 to December, 1952, under the oral agreement above referred to, the Respondent purchased livestock and poultry in the amount of Eight Hundred Fourteen and 21/100 Dollars (\$814.21). The Complainant and the Respondent sold livestock during the existence of this agreement in the amount of One Thousand Seven Hundred Eighty Seven and No/100 Dollars (\$1,787.00). There were no profits other than those from the sale of the livestock referred to above.

During the time of the existence of the agreement referred to above, the Respondent paid to the Complainant or loaned him money in the amount of One Thousand Three Hundred Eighty Five and 70/100 Dollars (\$1,385.70).

The Respondent loaned the Complainant other sums of money not listed above for the purpose to enable the Complainant to move his family from the state of Missouri to Baldwin County, and the Complainant gave the Respondent the pick-up truck owned by the Complainant for the payment of this loan or loans.

During the time of the existence of the agreement referred to above, the Respondent expended the sum of One Thousand Seven Hundred Twenty Five and 26/100 Dollars (\$1,725.26) for seeds, feeds, and fertilizers; the sum of Six Hundred Fifty Three and 63/100 Dollars (\$653.63) for general operating expenses; the sum of One Hundred Forty One and 93/100 Dollars (\$141.93) for veterinary services; and the sum of One Hundred Forty and 95/100 Dollars (\$140.95) for utilities which included electric light services and butane

gas which amounts total the sum of Two Thousand Six Hundred Sixty One and 77/100 Dollars (\$2,661.77).

Respondent alleges that he purchased, or owned at the time of entering into the agreement referred to above, the following described property, to-wit:

- 23 hogs
- 8 pigs
- 1 milk cow
- 4 heifers
- 2 Jersey Bulls
- 100 chickens
- 38 turkeys
- 30 ducks
- 2 guineas
- 1 Farm-All Tractor - complete with implements
- 1 1947 International pickup truck
- 2 lengths water hose

Respondent alleges that he is the absolute owner of the above described property and that the Complainant is in possession of all or part of the said property.

Respondent prays that this answer be taken and treated in all respects as a Cross Bill and respectfully prays for the following separate and several relief:

1. That the Court will make and enter a proper decree adjudging the Respondent the owner of the above described property and order that the Complainant deliver up the said property to the Respondent.

2. That the Court will ascertain what amounts, if any, the Complainant owes the Respondent and order that this amount be paid to the Respondent.

3. Respondent and Cross Complainant further prays for such other, further and general relief as he may be equitably entitled to, the premises considered.

The Respondent and Cross Complainant submits himself to the jurisdiction of the Court and offers to do whatever the Court may consider necessary to be done on his part to make the decree just and equitable to the other party to this suit.

Respectfully submitted,

15/ James A. Hendrix

James R. Owen

Attorneys for Respondent and Cross Complainant.

JIMMY FAULKNER
PUBLISHER

THE BALDWIN TIMES

BALDWIN COUNTY

Alabama's Best County's Best Newspaper

BAY MINETTE, ALABAMA

NOTICE OF SALE

MELTON H. LANG, Complainant,
Vs.

GUS STEVENS, Respondent.

In The Circuit Court of Baldwin County,
Alabama, In Equity, No. 3126

Under and by virtue of a decree rendered in the above styled cause on the 31st day of December, 1953, by the Circuit Court of Baldwin County, Alabama, I, Alice J. Duck, Register of the Circuit Court of Baldwin County, Alabama, by Equity, will sell at public outcry, for cash, to the highest bidder, within the legal hours of sale, at the farm of A. V. Lazzari, in said County and State, on the 18th day of January, 1954, the following described property, to-wit:

8 head of cattle,
100 chickens
38 turkeys
20 ducks
1 guinea

and at the farm of J. M. Berga, in said County and State, on the 18th day of January, 1954, the following described property, to-wit:

22 hogs
8 pigs
1 - 1947 International pick-up truck.

ALICE J. DUCK
Register.

51-ltc.

AFFIDAVIT OF PUBLICATION

STATE OF ALABAMA,
BALDWIN COUNTY.

E. R. Morrisette Jr., 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

Melton H. Lang vs.

Gus Stevens

COST STATEMENT

WORDS @ _____ cents _____ \$ 3.96

I hereby certify this it correct, due and unpaid (paid).

E. R. Morrisette Jr.
Editor Publisher.

was published in said newspaper for 1 consecutive weeks in the following issues:

Date of 1st publication Jan 7, 1954 Vol. 64 No. 57

Date of 2nd publication _____, 195____ Vol. _____ No. _____

Date of 3rd publication _____, 195____ Vol. _____ No. _____

Date of 4th publication _____, 195____ Vol. _____ No. _____

Subscribed and sworn before the undersigned this 8 day of Jan, 1954.

Dorothy Martin
Notary Public, Baldwin County.

E. R. Morrisette Jr.
Editor Publisher.

Lang
vs
Stevens -



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MELTON H. LANG,

Complainant,

vs.

GUS STEVENS,

Respondent.

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IN THE CIRCUIT COURT OF

DADE COUNTY, ALABAMA

IN EQUITY NO. 3126

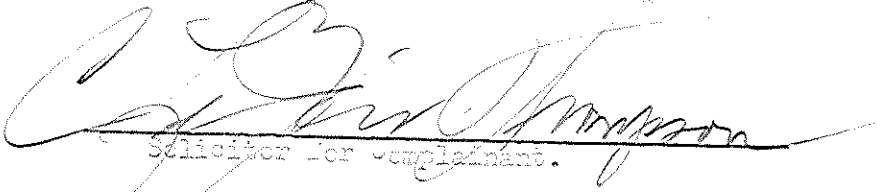
NOTE OF TESTIMONY

This cause is submitted for a final decree on behalf of the Complainant upon the following:

1. Complaint.
2. Answer to cross-bill.
3. Testimony of Melton H. Lang taken in open Court.
4. Plaintiff's Exhibit One, Statement from Robertsdale Livestock Auction Company, which was introduced in evidence in connection with the Complainant's testimony in said case, and as a part of the testimony taken in this cause in open Court on the said date.
5. Plaintiff's Exhibit Two, bill from J. M. Darga for feeding hogs, which was introduced in evidence in connection with the Complainant's testimony in said case, and as a part of the testimony taken in this cause in open Court on the said date.
6. Plaintiff's Exhibit Three, bill from Mr. Hobson Childress for feeding chickens, which was introduced in evidence in connection with the Complainant's testimony in said case, and as a part of the testimony taken in this cause in open Court on the said date.
7. Plaintiff's Exhibit Four, bill from A. V. Lazzari for feeding eight head of cattle, which was introduced in evidence in connection with the Complainant's testimony in said case, and as a part of the testimony taken in this cause in open Court on the said date.

Dated this 8 day of December, 1953.

Register.


Solicitor for Complainant.

M
WILTON H. LANG,

Complainant,

vs.

GUS STEVENS,

Respondent.

NOTE OF TESTIMONY

From the Law Office of
C. Lehoir Thompson
Attorney at Law

Jan 18, 1954
Daphne, Ala

Stevens & Langford Bill

\$104.00	for Pasture
30.00	for feed
<u>\$134.00</u>	

Mr. Alex Leggieri

ROBERTS & Son

I N C O R P O R A T E D

PRINTERS
ENGRAVERS
LITHOGRAPHERS
OFFICE FURNITURE
STATIONERY SUPPLIES

PHONE 3-7121

520-530 SOUTH 19TH STREET

Lang 15- Stevens Birmingham 3, Ala.

Feeding Chickens	6000
" hogs.	374.00
" cattle	134.00
Total	<u>\$568.00</u>

count cost

civil \$15.50

equity 49.08

Total count cost \$64.58

1088
300

788 1/2

300

780.12

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MELTON H. LANG,
Complainant,
VS.
GUS STEVENS,
Respondent.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY NO. 3126

NOTE OF TESTIMONY

This cause is submitted for a final decree on behalf of
the Respondent upon the following:

1. Answer.
2. Amended Answer and Cross Bill.
3. Testimony of Gus Stevens taken in open court on
November 5, 1953.
4. Respondent's Exhibits ONE and TWO
all of which were introduced in evidence in connection with the
Respondent's testimony in said case, and as a part of the testimony
taken in this cause in open court on the said date.

Dated this 20th day of November, 1953.

Alise J. Luck
Register.

13/ James A. Hendrix
James R. Ows
Solicitors for Respondent.

NOTE OF TESTIMONY

MELTON H. LANG,
Complainant,
VS.
GUS STEVENS,
Respondent.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY NO. 3126

Filed 11-20-63
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MELTON H. LANG,

Complainant,

VS.

GUS STEVENS,

Respondent.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY NO. 3126

This cause was submitted for confirmation of the report of the Register, filed on the 16th day of February, 1954, and ordered to lie over for ten days for exceptions, and it now appearing to the Court that no exceptions or objections have been filed thereto,

It is, therefore, ORDERED, ADJUDGED AND DECREED by the Court as follows:

1. That the report of the Register be and it hereby is in all things ratified and confirmed.
2. That after deducting all court costs, namely \$64.58, the Register is authorized and directed to distribute the remainder of the funds in her hands as follows:

Hobson Childress - \$60.00;
Alex Lazzari - \$134.00;
J. M. Berga - \$374.00;
Gus Stevens - \$455.42.

After payment of the above amounts, there will be a balance due from the Complainant, Melton H. Lang, to the Respondent, Gus Stevens, the sum of One Thousand One Hundred Fourteen and 73/100 Dollars (\$1,114.73) for which execution may be issued.

All of the above amounts are ordered paid in pursuance of a decree rendered in this cause by this court on December 31, 1953.

ORDERED, ADJUDGED AND DECREED on this the 27 day of February, 1954.

J. Hubert M. T. Hall

Judge.

M
DECREE

MELTON H. LANG,

Complainant,

VS.

GUS STEVENS,

Respondent.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY NO. 3126

MELTON H. LANG,
Complainant,
VS.
GUS STEVENS,
Respondent.

IN THE
CIRCUIT COURT OF BALDWIN COUNTY,
ALABAMA. IN EQUITY
NO. 3126

This cause coming on to be heard is submitted for final decree upon the original bill of complaint, answer and cross bill and the testimony of the witnesses taken ore tenus, and the Court, after considering all of the pleadings and the evidence, ascertains and finds as follows:

1. That the Complainant and the Respondent were operating the farm on a share-the-profit basis, the complainant to furnish all necessary labor and the respondent to furnish seed, fertilizer and equipment, and the profits from said operation to be divided equally between them.
2. That the live-stock and poultry upon the place at the time the agreement was entered into and subsequently purchased and placed thereon by the Respondent, was to be fed and maintained by the complainant, and all of the increase therefrom, or the profits from the sale thereof, were to be divided equally.
3. That the parties, during the existence of the agreement, sold from the place live-stock totalling \$1969.30, the profits from which were divided between the parties.
4. That the Complainant is indebted to the Respondent as follows: \$500.00 as a loan, \$300.00 from the sale of hogs, \$125.00 advanced for moving, \$100.00 advanced towards the expenses of moving corn, \$181.02 from the sale of soy beans, and \$550.00, part of the purchase price of a truck, making a total of \$1856.02.
5. That the Respondent is indebted to the complainant for services rendered and for which he has not been paid, as follows: \$135.87 and \$150.00 allowance on a truck, making a

total of \$265.87.

6. That the Complainant is now indebted to the Respondent in the sum of \$1570.15.

7. That the Respondent is the owner and entitled to the possession of the Farm-all Tractor complete with equipment and implements described in the pleading and also the two links of water hose.

8. That the Complainant and the Respondent are joint owners of the live stock, chickens, turkeys, ducks and guineas and the truck, being on the place at the termination of the agreement, subject to the court cost and expenses in caring for and feeding said live-stock and poultry.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the Register of this Court immediately proceed to and sell all of the live-stock and poultry and the truck described in the pleading, to the highest bidder, for cash; that said property being of a perishable nature and the cost of caring for and feeding the same being such, said Register is ordered to sell the said property at once on the farms where said property is located, after having first given notice for 10 days thereof, by publication in one issue of any paper published in Baldwin County, Alabama.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that out of the proceeds of the sale of said property the Register of the Court deduct the amount of the court cost, the amount found to be due for feeding and caring for said property, and then pay to the Respondent the sum of \$1570.15, or so much thereof as may remain, and any amount over and above the said Court cost, cost of feeding and caring for said property, and the payment to the Respondent, be divided equally between the Complainant and the Respondent.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED BY THE COURT that the Register of this Court immediately, after the sale of said property, hold a reference to ascertain, determine and fix the reasonable amount for the feeding and caring for said properties.

IT IS FURTHER ORDERED AND DECREED by the Court that the Register of the Court report her actions in this matter for such further decrees as may be necessary.

Dated at Bay Minette, Alabama, this the 31st day of December, 1953.

Hubert M. Hall
JUDGE

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FILED
JUL 21 1950
FBI - NEW YORK

Steven & Lang

Robertsdale, Alabama
Jan. 22, 1954

Dear Mrs. Ruck,

I am sending a statement,
concerning the feeding of the chickens,
of Mr. Melvin Lane

The mash we bought and the
corn and oats of our own, my
husband and I have figured
that it amounted to about
\$60.00.

We will appreciate it very
much if you will collect
this for us. Thank you.

Sincerely yours,

Mrs. Helen Smith

3/27

7 min

1-23-24

Fred Bill on hogs —

From July 2^d = 1953 30 days at \$2.00 a day
 Aug 31 days " " " day
 Sept 30 days at 2.00 a day
 Oct 31 days " " " day
 Nov 19 day at 2.00 a day
141 days at 2.00 a day

Bill for 141 days

\$ 82.00

Nov 19th to 30th = 11 days at \$3.00 a day
 Dec 31 days at 3.00 day
 Jan 1st to 18-1954 18 days at 3.00 day
60 days at 3.00 a day

\$ 182.00

180.00

12.00

\$ 374.00

Hauling and Casturating

Bill

J. M. Berra

GUS STEWART

VS

WILTON H. LAW

IN THE CIRCUIT COURT OF

SALUTE COUNTY ALABAMA

IN CASE NO. 3126

Mr. J. M. Borge

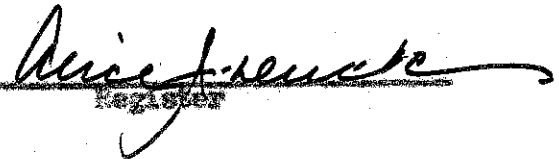
Mr. Robson Childress

Mr. Alex Lazzari

NOTICE

You and each of you are hereby notified that under and by virtue of a decree rendered in this case on the 31st day of December, 1953 I will, on the 15th day of February 1954, at 2 o'clock in the afternoon proceed to hold a reference in my office at the Court House in Bay Minette Alabama to ascertain the amount due each of you by virtue of the decree heretofore rendered in this case.

Dated this 9th day of February, 1954.


Register