

3255

STATE OF ALABAMA | IN THE CIRCUIT COURT OF BALDWIN COUNTY,  
BALDWIN COUNTY | ALABAMA. IN EQUITY.  
No. 3255.

GLADYS M. TOTTY,

Complainant,

vs

MARY C. HARDEN, and  
HOWARD HARDEN,

Respondents.

Now comes Mary C. Harden, respondent in the above styled cause and for answer to the interrogatories propounded by the complainant to her in the above styled cause sets down and assigns the following separate and several answers:

1. For answer to interrogatory 1, she objects thereto on the ground that it is incompetent, illegal, irrelevant and immaterial; calls for evidence which would invade her privacy; calls for evidence which would have no probative value upon any issue involved in this suit in equity.

2. For answer to interrogatory 2, she objects thereto upon each separate and several ground assigned as ground of objection to interrogatory 1.

3. For answer to interrogatory 3, she objects thereto upon each separate and several ground assigned as ground of objection to interrogatories 1 and 2.

4. For answer to interrogatory 4, she objects thereto upon each separate and several ground assigned as ground of objection to interrogatories 1, 2, and 3.

5. For answer to interrogatory 5, this respondent attaches hereto marked Exhibit "A" full and complete copy of agreement, marked for purposes of identification Exhibit "A", and attached hereto and made a part of the answer thereto as fully and completely as though herein set out; and this respondent further attaches hereto copy of letter written by

the complainant to this respondent marked Exhibit "B" for purposes of identification and incorporated the same as though herein set out, and made a part of her answer to this interrogatory.

6. For answer to interrogatory 6, this respondent objects thereto upon each separate and several ground assigned as ground of objection to interrogatories 1, 2, 3, and 4.

And your respondent, Mary C. Harden for further answer says that she submits herself to the jurisdiction of the court and will observe the instructions and orders of the court with regard to whether or not she shall answer the above and foregoing interrogatories to which objections have been assigned and invokes a ruling upon her separate and several objections to said interrogatories before being required to answer thereto.

Mary C. Harden

STATE OF ALABAMA |  
BALDWIN COUNTY |

Before me, the undersigned authority, in and for said County in said State, personally appeared Mary C. Harden, who being by me first duly sworn says that the answers to the above and foregoing interrogatories are true and correct as therein stated.

Mary C. Harden

Sworn to and subscribed before

me on this the 30 day of July, 1954.

Arthur C. Epperson  
Notary Public,  
Baldwin County, Alabama.

*objection to a bill*

GLADYS M. TOTTY            )  
                  Complainant)  
VS.                            )  
                              )  
MARY C. HARDEN and        )  
HOWARD HARDEN            ))  
                  RESPONDENTS

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
IN EQUITY

Now comes the respondents, Mary C. Harden and Howard Harden, in the above styled cause and specially and specifically object to the interrogatories and each interrogatory propounded to the said respondents and assigns as grounds for said objections to each of said interrogatories, individually and separately, the following to-wit:

1. Said interrogatories call for immaterial and irrelevant testimony.
2. There is no equity in the bill of complaint.
3. The bill of complaint is vague, indefinite and uncertain.
4. Each aspect of the bill of complaint is vague, uncertain, and indefinite.
5. There is no aspect in any part of the bill of complaint that contains equity.
6. The testimony called for is of a highly personal and private nature and should not be required to be given unless and until it is positively shown without doubt that it is material and essential to the complainants cause.

  
\_\_\_\_\_  
SOLICITOR FOR RESPONDENTS

3255

TO: [illegible]  
FROM: [illegible]  
SUBJECT: [illegible]

TO: [illegible]  
FROM: [illegible]  
SUBJECT: [illegible]

[illegible text]

- 1. [illegible]
- 2. [illegible]
- 3. [illegible]
- 4. [illegible]
- 5. [illegible]
- 6. [illegible]

FILED  
JUN 17 1954  
WICK, Register

[illegible text]

[illegible text]

Respondents.

IN THE

CIRCUIT COURT OF BALDWIN COUNTY,

ALABAMA. IN EQUITY

NO. 3255

This cause coming on to be heard is submitted upon the demurrers of the Respondent to the Complainant's bill of complaint, and the Court, after considering the same, is of the opinion that the demurrers are well taken, and should be sustained.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the demurrers on behalf of the Respondents to the Complainant's original bill of complaint be, and the same are hereby sustained; the Complainant is granted 30 days in which to file additional pleadings.

This 3rd day of September, 1954.

Hubert M. Isaac  
Judge of the 28th Judicial Circuit  
of Alabama.

GLADYS M. TOTTY, )  
Complainant, ) IN THE CIRCUIT COURT OF  
VS. ) BALDWIN COUNTY, ALABAMA  
MARY C. HARDEN, ) IN EQUITY NO. 3255  
Respondent. )

AMENDED BILL OF COMPLAINT

Now comes the complainant and amends the Bill of Complaint heretofore filed in this cause as follows:

1. By striking Howard Harden as a party respondent.
2. As so amended, complainant refiles the original Bill of Complaint as her amended Bill of Complaint in this cause.

J. B. Blackburn  
Solicitor for complainant.

AMENDED BILL OF COMPLAINT

GLADYS M. TOTTY,

Complainant,

VS.

MARY C. HARDEN,

Respondent.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
IN EQUITY NO. 3255

FILED

OCT 4 1954

ALICE J. DICK, Register

AMENDED BILL OF COMPLAINT

GLADYS M. TOTTY

Complainant

VS.

MARY C. HARDEN

Respondent

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY NO. 3255

FILED

OCT 4 1954

ALICE J. DICK, Register

FILED

OCT 4 1954

ALICE J. DICK, Register

29  
23,200

STATE OF ALABAMA )  
BALDWIN COUNTY ) IN THE CIRCUIT COURT OF BALDWIN COUNTY,  
ALABAMA, IN EQUITY. NO. 3255.

GLADYS M. TOTTY,  
COMPLAINANT,

VS.

MARY C. HARDEN and  
HOWARD HARDEN,

RESPONDENTS.

TO THE HONORABLE JUDGES OF THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, IN EQUITY:

Now come Mary C. Harden and Howard Harden, separately and severally, in the above styled cause and make known to the Court that they are the respondents in the above styled cause; that they were each served with subpoena on May 17, 1954; that they separately and severally by their Solicitor of Record entered general appearance by filing demurrers on June 17, 1954, which said demurrers was deposited in the U. S. Post Office at Foley, Alabama, addressed to Mrs. Alice M. Duck, as Clerk and Register, at Bay Minette, Ala., with first-class postage prepaid by sufficient postage stamps affixed thereto, and in due course of mails should have been received by the addressee on June 16, 1954; the records of this Court indicate that said demurrer was filed in office on June 17, 1954; and that on June 17, 1954, Solicitor for complainant made application for Decree Pro Confesso on June 17, 1954; your complainants, by their Solicitor of Record, appeared in open Court on July 20, 1954, to settle pleading, and he the Solicitor of Record was surprised to learn that said cause, which fact, until that time, was unknown to complainants or their Attorney; and each of them, separately and severally, makes known to the Court that there is a good and meritorious defence to said cause of action in that the original bill of complaint is without equity; that it is multifarious; that there is misjoinder of parties respondent; and that the subject matter of said bill of complaint is not a matter of equitable jurisdiction; and that proper demurrers please to said bill of complaint are incorporated in an answer to said bill which is being separately and severally filed by each of the separate and several respondents to this cause; and that a full and complete answer to said bill of complaint incorporating said demurrers and pleas is being filed contemporaneously with the filing of this motion pursuant to the provisions of Rule 34, Equity Rules of Procedure, Title 7, page 1079 of the Code of

*Decree Pro Confesso entered June 17th 1954  
Howard and Mary C. Harden  
Register*



Alabama; and they separately and severally offer to pay such costs of the Court as this Court in equity and good conscience shall prescribe as a condition to the setting aside of said Decree Pro Confesso, and pursuant to the provisions of the aforesaid Equity Rule of Procedure No. 34, they separately move this Court for an order, judgment or decree of the Court setting aside each and every Decree Pro Confesso heretofore entered against either of them and for an order of this Court authorizing them to come in and defend in the above captioned suit.

Arthur C. Epperson  
ARTHUR C. EPPERSON,  
FOLEY, ALABAMA,

BEDDOW AND JONES,  
BIRMINGHAM, ALABAMA.

BY G. Ernest Jones  
G. ERNEST JONES.  
SOLICITORS FOR EACH SEPARATE  
AND SEVERAL OF THE ABOVE NAMED  
RESPONDENTS.

I, the undersigned solicitor for each separate and several above named respondents, do hereby certify that I have served a copy of the above and foregoing motion upon the Honorable J. B. Blackburn, solicitor of record for the complainant in the above styled cause on this the 30th day of July, 1954, by leaving a copy thereof at his office.

U This the 30th day of July, 1954.

Arthur C. Epperson  
Of Counsel for Each Separate  
and Several Respondent.

STATE OF ALABAMA  
BALDWIN COUNTY.

Personally appeared before the undersigned authority in and for said County in said State, Mary C. Harden and Howard Harden, each of whom is personally known to the undersigned authority, and each of whom being duly sworn, separately and severally say that they have read the allegations of the above and foregoing motion and that the same are true as therein recited, and interlined.

Mary C. Harden  
Howard B. Harden

separately and severally sworn to  
and subscribed before me this the  
30th day of July, 1954.

Arthur C. Epperson  
Notary Public, Baldwin County, Ala.

3255

GLADYS M. TOTTY,  
COMPLAINANT

VS.

MARY C. HARDEN and  
HOWARD HARDEN,  
RESPONDENTS.

\* \* \* \* \*

MOTION TO SET ASIDE DECREE  
PRO CONFESSO

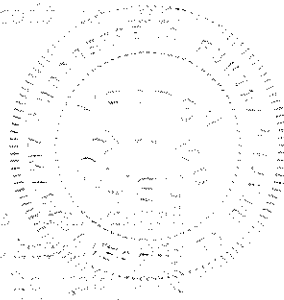
\* \* \* \* \*

ARTHUR C. EPPERSON,  
Tolley, Alabama

BEDDOW AND JONES,  
BIRMINGHAM, ALABAMA

SOLICITORS FOR RESPONDENTS.

**FILED**  
JUL 30 1954  
ALICE L. OWEN, Register



GLADYS M. TOTTY,

Complainant,

VS.

MARY C. HARDEN AND  
HOWARD HARDEN,

Respondents.

IN THE

CIRCUIT COURT OF BALDWIN COUNTY,

ALABAMA. IN EQUITY.

NO. 3255

This cause coming on to be heard is submitted upon the motion of the Respondents to set aside a decree pro confesso heretofore issued by this Court, and to reinstate this cause on the trial docket.

The Court, after considering the matter, is of the opinion that the Respondents are entitled to the relief prayed for, and that the motion should be granted.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the decree pro confesso heretofore granted in this cause be, and the same is hereby set aside and held for naught, and that this cause be reinstated upon the docket.

This 3rd day of September, 1954.

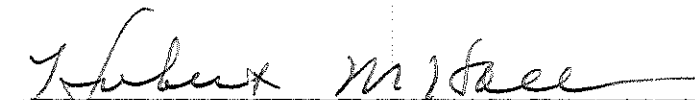
  
Judge of the 28th Judicial Circuit  
of Alabama.

Figure 1 is a line graph showing the percentage of total catch versus the number of hauls for three species: *P. setiferus*, *P. setiferus* + *P. setiferus* + *P. setiferus*, and *P. setiferus* + *P. setiferus* + *P. setiferus*. The x-axis represents the number of hauls (1 to 10), and the y-axis represents the percentage of total catch (0 to 100). The data shows that *P. setiferus* + *P. setiferus* + *P. setiferus* has the highest percentage of total catch, followed by *P. setiferus*, and *P. setiferus* + *P. setiferus* + *P. setiferus* has the lowest percentage of total catch.

[illegible][illegible][illegible]

LED

954

FILED  
SEP 4 1954  
WILLIAM J. BUCK, Register

GLADYS M. TOTTY,

Complainant,

VS.

MARY C. HARDEN and  
HOWARD HARDEN,

Respondents.

IN THE

CIRCUIT COURT OF BALDWIN COUNTY,

ALABAMA. IN EQUITY

NO. 3255

This cause coming on to be heard is submitted upon the motion of the Complainant to require the Respondents to answer fully interrogatories heretofore filed in this cause.

The Court is of the opinion that the Respondents should answer the Complainant's interrogatories number FOUR AND SIX, and they are ordered to fully answer the same within 20 days from the date hereof.

IT IS FURTHER ORDERED THAT the Complainant's motion to have Respondents answer interrogatories ONE, TWO, THREE AND FIVE, is denied.

This 3rd day of September, 1954.

Hubert M. Hester  
Judge of the 28th Judicial Circuit  
of Alabama.

FILED

SEP 24 1954

ALICE J. DUCK, Register

STATE OF ALABAMA )  
\*  
BALDWIN COUNTY )

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon MARY C. HARDEN and HOWARD HARDEN to appear within thirty days from the service of this writ in the Circuit Court to be held for said county at the place of holding same, then and there to answer the Bill of Complaint filed against them by GLADYS M. TOTTY.

WITNESS my hand this 14<sup>th</sup> day of May, 1954.

Desig. Clerk  
Register

## BILL OF COMPLAINT

TO THE HONORABLE HUBERT M. HALL, JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, SITTING IN EQUITY:

Gladys M. Totty, as complainant, presents this Bill of Complaint against Mary C. Harden and Howard Harden, and complains and shows unto the court and your Honor as follows:

1. The complainant is over twenty-one years of age and a resident of Memphis, Tennessee. The respondents are each over twenty-one years of age and residents of Baldwin County, Alabama.

2. On or about the last part of March or the early part of April in 1953, the complainant had received a check from the United States of America in the sum of Ten Thousand Dollars (\$10,000), which was the proceeds of a National Service Life Insurance Policy on the life of Robert A. Totty, the deceased husband of the complainant.

At about the said time the respondent, Mary C. Harden, who owns the following described real property situated in Baldwin County, Alabama, to-wit:

Lots One (1), Two (2) and Three (3) in Block One (1) in the subdivision known as Southport Unit of Gulf Shores, according to the official map or plat thereof, which is recorded in Map Book 1 at page 151, Baldwin County, Alabama Records,

talked with the complainant and told her, in substance, that she was erecting a cocktail lounge on the above described property, and that if the complainant would deliver the said check to her that it would be used in erecting a cocktail lounge on the said property within a stipulated period of time, which cocktail lounge was to be modern and properly air conditioned. The complainant, relying on the representations of the said respondent, Mary C. Harden, endorsed and delivered to her the said check for Ten Thousand Dollars (\$10,000), which was used in paying a part of the cost of erecting and air conditioning the said cocktail lounge which is situated on the above described property and is a part of the improvements situated thereon. As a part of the agreement between the complainant and the said Mary C. Harden, the complainant was to receive Two Hundred Dollars (\$200) per month and one-fourth ( $\frac{1}{4}$ ) of



the proceeds or profits from the said cocktail lounge.

3. On or about May 10, 1953, the complainant, at the request of the respondent, Howard Harden, delivered to him Twelve Hundred Dollars (\$1200) in cash and at the time of the said delivery of the said funds the said Howard Harden told complainant that it was to be used to make a payment on the air conditioning system that had been put in the cocktail lounge that was being built on the above described property.

4. The respondents have not at any time repaid to the complainant any part of the said funds so advanced by her, nor have they or either of them made the monthly payments from the income of the said cocktail lounge which they agreed to make at the time the respective payments were made to them.

5. Complainant further alleges that the respondents have failed to convey to her any interest in the above described real property, and further alleges that the said real property cannot be equitably divided without a sale for division.

It has been necessary for the complainant to employ J. B. Blackburn of Bay Minette, Alabama, an Attorney at Law and Solicitor in Chancery, practicing in Baldwin County, Alabama, to represent her in this proceeding and further alleges that any fee due to him for services in securing a sale for division of the above described property should be a common charge on the interest of all parties to this proceeding.

6. The complainant claims of the respondent, Mary C. Harden, the sum of Ten Thousand Dollars (\$10,000) for money on, to-wit, the 1st day of April, 1953, received by the respondent to the use of the complainant, which sum of money with the interest thereon is still unpaid and is the property of the complainant.

7. The complainant claims of the respondent, Howard Harden, the sum of Twelve Hundred Dollars (\$1200) for money on, to-wit, the 10th day of May, 1953, received by the respondent to the use of the complainant, which sum of money with the interest thereon is still unpaid and is the property of the complainant.

8. The complainant claims of the respondents, Mary C. Harden and Howard Harden, the sum of Eleven Thousand Two Hundred Dollars (\$11,200) for money on the 1st day of April, 1953, and the 10th day of May, 1953, received by the respondents to the use of the complainant, which sum of money with the interest thereon is still unpaid and is the property of the complainant.

#### PRAYER FOR PROCESS

Complainant prays that the court will take jurisdiction of this Bill of Complaint and that the usual process of this court be forthwith issued to the respondents, requiring them and each of them to appear and plead to, answer or demur to this Bill of Complaint within the time and under the pains and penalties prescribed by law.

#### PRAYER FOR RELIEF

Complainant prays for the following separate and several relief:

1. That on the final hearing of this case it be Ordered, Adjudged and Decreed that the complainant owns an equitable interest in the above described real property and the improvements thereon in an amount equal to the said advances made by her; that it be Adjudged and Decreed that the relation of the parties to this suit, as set out above, was sufficient to result in a joint adventure and establish a tenancy in common in and to the above described property and the improvements situated thereon between the complainant and the respondent, Mary C. Harden, and that the said property be ordered sold for division between complainant and the said Mary C. Harden.

2. That it be Ordered, Adjudged and Decreed that the sum of Twelve Hundred Dollars (\$1200), which was advanced by the complainant to the respondent, Howard Harden, was in truth and fact an advancement made for the benefit of the said joint adventure, and

that the complainant's interest in the above described property be increased because of the said payment.

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

J. B. Blackburn

The complainant, Gladys M. Totty, being a non-resident of the State of Alabama, I hereby acknowledge myself security for the costs of this proceeding.

J. B. Blackburn

GLADYS M. TOTTY,

VS.

Complainant,

MARY C. HARDEN and  
HOWARD HARDEN,

Respondents.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
IN EQUITY

BOOK 4 PAGE 58

LIS PENDENS

TO WHOM IT MAY CONCERN:

Notice is hereby given that Gladys M. Totty did on this date file in the Circuit Court of Baldwin County, Alabama, in Equity, a Bill of Complaint against Mary C. Harden and Howard Harden, a copy of which is hereto attached. All persons, firms or corporations are hereby cautioned against purchasing or acquiring any interest in the property described in the said Bill of Complaint, except subject to the rights of the complainant in this suit.

Dated this 14<sup>th</sup> day of May, 1954.

J. B. Blackburn  
Solicitor for complainant.

STATE OF ALABAMA, BALDWIN COUNTY  
Filed 5-14-54 9 A.M.  
Recorded Li Pend book 4 page 58-62  
M. B. Stewart  
Judge of Probate

VS.

MARY C. HARDEN and  
HOWARD HARDEN,

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
IN EQUITY

5. Attach to your answers to these interrogatories a true and correct copy of any agreement or other writing signed by the complainant which is in your possession or under your control.

6. Give the name of the person, firm or corporation which sold and installed the air conditioning system that was installed in the Canal Cafe or Cocktail Lounge in 1953.

J. B. Blackburn  
Solicitor for complainant.

STATE OF ALABAMA )  
\*  
BALDWIN COUNTY )

Before me, the undersigned authority, within and for said County in said State, personally appeared J. B. Blackburn, who, after being by me first duly and legally sworn, deposes and says: That he is solicitor for the complainant in the above styled cause; that the answers to the foregoing interrogatories, if truthfully made, will be material evidence for the complainant in the trial of the said cause.

J. B. Blackburn

Sworn to and subscribed before me on  
this the 14<sup>th</sup> day of May, 1954.

Samuel R. Dean  
Notary Public, Baldwin County, Alabama.

BEDDOW AND JONES

ATTORNEYS AT LAW

204-211 MASSEY BUILDING

BIRMINGHAM 3, ALA.

RODERICK BEDDOW  
G. ERNEST JONES

ROBERT W. OWIN  
RODERICK M. MACLEOD  
G. ERNEST JONES, JR.  
RODERICK BEDDOW, JR.

August 12, 1954.

Mrs. Alice J. Duck,  
Register in Chancery,  
Circuit Court of Baldwin County,  
Bay Minette, Alabama.

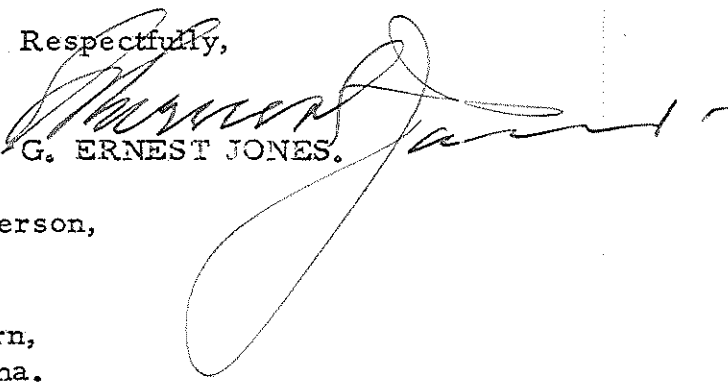
Re: Gladys M. Totty v. Mary C. Harden and  
Howard Harden, Circuit Court of Baldwin  
County, In Equity, No. 3255

---

Dear Mrs. Duck:

Enclosed herewith find original of interrogatories to be filed  
in your office in the above captioned matter together with our certificate  
of service. Please acknowledge receipt.

Respectfully,

  
G. ERNEST JONES.

GEJ/ml

CC: Hon. Arthur C. Epperson,  
Foley, Alabama.

CC: Hon. J. B. Blackburn,  
Bay Minette, Alabama.

STATE OF ALABAMA | IN THE CIRCUIT COURT OF BALDWIN COUNTY,  
BALDWIN COUNTY | ALABAMA. IN EQUITY. NO. 3255

GLADYS M. TOTTY,

COMPLAINANT,

VS.

MARY C. HARDEN and  
HOWARD HARDEN,

RESPONDENTS.

INTERROGATORIES TO COMPLAINANT.

Now comes Mary C. Harden and Howard Harden, defendants in the above styled cause, separately and severally, and pursuant to the provisions of Equity Rule 39 (a), wish to examine the plaintiff touching the subject matter of the bill, or the separate and several defenses of the separate and several defendants, separately and severally, and propounds the following separate and several interrogatories to the plaintiff; and separately and severally exhibits said interrogatories to Gladys M. Totty, plaintiff, to be answered by said plaintiff within thirty days after service of said interrogatories upon the attorney of record for said plaintiff, said interrogatories to be known and numbered as follows, to-wit:

1. Are you plaintiff in the above captioned cause.

(a) If so, state your full name, your age and your address.

2. State each and every name by which you have been known or called during the last past ten years.

3. State the house number, name of the street, name of the town or other detailed information specifying each and every address at which you have resided during the last past ten years.

(a) With reference to each such place at which you have resided, state the date when you began your residence at each such place.

(b) The date when you terminated your residence at each such place.

(c) The name by which you were known or called while you resided at each such place.

(d) Whether or not you were married during your residence at each such place.

(e) If so whether you resided with your husband at each such place stating the full name of each of your said husbands.

4. If you resided with any person other than your husband, at any of said addresses, state the name of such other person with whom you resided at each such place.

(a) The relation of each such person to you, whether by blood or by marriage.



5. State the name and address of each person, firm or corporation by whom you were employed during the last past ten years.

(a) State the date when you began your employment with each such person, firm or corporation.

(b) The date when you terminated such employment with each such person, firm or corporation.

(c) The wages, commissions or other emoluments paid to you by each such person, firm or corporation for your services.

(d) The character and nature of duties performed by you in connection with each such employment.

6. State whether or not you entered into any written contracts of any kind with either of the defendants in the above captioned cause.

(a) If so, attach hereto marking the same appropriately for purposes of identification as an exhibit to your answer, each such written instrument signed by each of the aforesaid defendants evidencing any contract, promise or agreement made to you by either of said defendants, incorporating the same in your answer as fully and as completely as though set out in your answer.

7. State whether or not you have any written instrument conveying to you or promising to convey to you, any interest of any kind, present or future, lien or encumbrance of any kind with respect to the lands described in paragraph two of the bill of complaint filed by you in this cause.

8. State whether or not Exhibit "A" to the answer of defendant in the above captioned cause is a true and correct copy of the instrument which it purports to be.

9. State whether or not the copy of a written instrument attached to the respondents' answer identified as Exhibit "B" for purposes of identification, is a true and correct copy of the instrument which it purports to copy.

(a) State whether or not you have any other written instruments, letters, documents or memorandum written or signed by either respondent in this cause.

(b) Attach a full and complete copy of each written instrument, document or memorandum which you say was written by or signed by either defendant in this cause to your answer to this interrogatory marking the same appropriately for purposes of identification and incorporating the same in your answer as fully as though set out in your answer.

10. State whether or not Mary C. Harden executed and delivered to you a promissory note evidencing her promise to pay you the sum of Ten Thousand and No/100 Dollars (\$10,000.00) on or after a day certain named in said promissory note.

(a) If your answer is affirmative, attach to your answer, a full and complete copy of said promissory note marking the same appropriately for purposes of identification and incorporating the same in your answer as fully as though set out in your answer.

11. State whether or not it is a fact that the cocktail lounge to which reference is made in your bill of complaint was not completed at the time you executed and delivered the instrument identified as Exhibit "B" to respondents' answer filed in this cause, was executed and delivered to respondents.

12. State whether or not it is a fact that you never worked one day in said cocktail lounge as hostess.

(a) State whether or not it is a fact that said cocktail lounge was not open for operation until after you had resigned and terminated your employment to act as hostess of said cocktail lounge as evidenced by the written instrument

copy of which is attached to defendants' answer, marked Exhibit "B" for purposes of identification.

13. State whether or not you stated as a reason you terminated your contract of employment with Mary C. Harden, was the fact that you wanted to get married.

(a) State the name of the person to whom you intended to marry.

(b) State whether or not you left Baldwin County with such person.

(c) If so, state the place where and length of time during which you lived with said person.

14. State the place where and date when your license to marry was issued.

(a) State the place where and time when the ceremony of marriage under such license to such person was solemnized.

ARTHUR C. EPPERSON,  
Foley, Alabama.

BEDDOW AND JONES,  
Birmingham, Alabama.

BY   
G. ERNEST JONES,  
ATTORNEYS FOR RESPONDENTS.

I, the undersigned attorney of record for the Respondents in the above styled cause, do hereby certify that I have served a copy of the above and foregoing Interrogatories upon the Honorable J. B. Blackburn, Solicitor for Gladys M. Totty, complainant in the above styled cause, by mailing a copy to him at his office in Bay Minette, Alabama.

This the 12th day of August, 1954.

  
G. ERNEST JONES.

CIRCUIT COURT OF BALDWIN  
COUNTY - IN EQUITY.

GLADYS M. TOTTY,

COMPLAINANT,

VS.

MARY C. HARDEN and  
HOWARD HARDEN,

RESPONDENTS.

\*\*\*\*\*

RESPONDENTS'  
INTERROGATORIES  
TO  
COMPLAINANT.

\*\*\*\*\*

ARTHUR C. EPPERSON,  
Foley, Alabama.

BEDDOW AND JONES,  
Birmingham, Alabama.

SOLICITORS FOR RESPONDENTS.

FILED  
AUG 13 1954  
ALICE J. DUCK, Clerk

STATE OF ALABAMA | IN THE CIRCUIT COURT OF BALDWIN COUNTY,  
BALDWIN COUNTY | ALABAMA, IN EQUITY. NO. 3255

GLADYS M. TOTTY,

COMPLAINANT,

VS.

MARY C. HARDEN and  
HOWARD HARDEN,

RESPONDENTS.

TO THE HONORABLE JUDGES OF THE CIRCUIT COURT OF BALDWIN COUNTY,  
ALABAMA, IN EQUITY:

Now comes Mary C. Harden and Howard Harden, separately and severally, as respondents in the above captioned cause, and make their separate and several answer to the original bill of complaint in said cause filed and for their separate and several answer to the original bill of complaint in said cause filed, separately and severally say that they avail themselves of the privilege accorded to them by the Statutes of incorporating their separate and several demurrers to the original bill of complaint in their answer, and for their separate and several demurrers, of each separate and several respondent, sets down and assigns the following separate and several grounds:

For their separate and several demurrers to the bill of complaint as a whole, they set down and assign the following separate and several grounds:

1. There is no equity in the bill of complaint.
2. The averrments of the bill of complaint are vague, ambiguous, indefinite and uncertain.
3. There is a misjoinder of parties respondent.
4. There is a misjoinder of equitable causes.
5. No facts are alleged which gives equitable jurisdiction of the matters and things complained of.
6. For that it does not appear that a Court of Equity has jurisdiction of an action for money had and received. (a) The bill of complaint is multifarious. (b) For that it does not appear whether the alleged agreement was oral or written. (c) For aught that appears the alleged agreement is void as violative of the Statute of Frauds.

7. For that it does not appear that this Court has jurisdiction of an action to recover money loaned in the absence of allegations of fraud in the enducement.

8. For that it does not appear that this Court has equitable jurisdiction for an act in assumpsit for money had and received.

9. For aught that appears in said bill of complaint, the money alleged to be owing is not yet due.

10. For aught that appears the date of payment of the alleged money loaned has not yet arrived.

11. For aught that appears there has been no default on the part of this respondent in payment of any alleged claim of the complainant.

12. For that it does not appear that there was any contract or agreement or conveyance by this respondent of any interest in the lands described in paragraph 2 of the original bill of complaint to the complainant.

13. For aught that appears, complainant has no lien upon any interest or any part of the land described in paragraph 2 of the original bill of complaint.

14. For aught that appears the complainant has no title, legal or equitable, to any part or any interest in any part of the lands described in paragraph 2 of the original bill of complaint.

15. For aught that appears this respondent is guilty of no breach of any contract or agreement alleged to have been entered into between complainant and this respondent.

16. For aught that appears, this respondent has fully performed each and every contract or agreement entered into by this respondent and the complainant.

17. For that there is no allegation of any joint contract or agreement by and between the respondents and the complainant.

18. For aught that appears, the alleged delivery of the funds by the complainant to this respondent was a gift.

19. For aught that appears, the alleged delivery of the funds by the complainant to the respondent was a loan to be repaid at a future date which has not yet arrived.

And now having demurred to the bill of complaint as a whole, each respondent in this cause, separately and severally, demurs to that aspect of the bill of complaint seeking to establish an equitable interest in the land described in paragraph 2 of the original bill of complaint and for grounds of the demurrers to that aspect of the bill of complaint, sets down and assigns separately and severally, the following separate and several grounds:

20. This respondent adopts each and every demurrer heretofore assigned to the bill of complaint as a whole and separately and severally assigns the same to this aspect of the bill of complaint.

21. For that it does not appear from any allegation in the bill of complaint that this respondent was guilty of any misrepresentation or deceit causing complainant to suffer any injury.

22. For aught that appears from the facts alleged, no ground of equitable jurisdiction to the aspect of the bill of complaint exists.

And now comes each respondent, separately and severally, and demurs to that aspect of the bill in which it appears as a bill for partition of lands, or a sale of lands for division between joint owners, or tenants in common, and each respondent for separate and several grounds of demurrer, separately and severally, sets down and assigns the following separate and several grounds:

(a). Each respondent, separately and severally, adopts each separate and several ground of demurrer hereinbefore set forth to the bill as a whole and to the aspect of the bill of complaint heretofore demurred to as grounds of demurrer to this aspect of the bill of complaint and adds thereto, the following:

23. For aught that appears, complainant owns no undivided moiety, legal or equitable in the lands which are the subject matter of this aspect of the bill of complaint.

And now having demurred to the original bill of complaint as a whole and to the above and foregoing aspect of the bill of complaint to which demurrers have been assigned, each respondent, separately and severally, demurs to that aspect of the bill of complaint in which it appears as a bill to establish a joint adventure or tenancy in common in and to real estate and improvements described in the bill of complaint and for grounds of demurrer to this aspect of the bill of complaint each respondent, separately and severally, assigns the following separate and several grounds:

(b) This respondent, separately and severally, adopts each separate and several ground of demurrer hereinbefore assigned to the original bill of complaint as a whole and to each aspect of the bill of complaint to which demurrers have heretofore been assigned, sets down and assigns the following separate and several grounds:

24. For that it does not appear that any enforceable contract for a conveyance of any interest in land has been entered into by and between the complainant and this respondent.

25. For that it does not appear that the complainant has paid part of the purchase price of any interest in said lands and been put in possession thereof, nor does it appear that she has any contract in writing for the purchase thereof.

26. For that it does not appear that there has been any contract or agreement between the complainant and this respondent to enter into any joint adventure or partnership.

And now having demurred to the bill of complaint as a whole and to the aspects of the bill hereinbefore set forth, this respondent proceeds to demur to that aspect of the bill of complaint set out in paragraph 6 of the original bill of complaint wherein it appears as an action of assumpsit for money had and received and for grounds of demurrer to this aspect of the bill of complaint each respondent sets down and assigns each ground of demurrer hereinbefore set out and assigned to the original bill of complaint and to each aspect of the bill of complaint to which demurrer has hereinbefore been assigned and in addition thereto sets down and assigns the following separate and several grounds:

27. For that it does not appear that a Court of Equity has jurisdiction of an action for money had and received.

28. For aught that appears, complainant has a full, adequate and complete remedy at law in an action of assumpsit for the recovery of the money alleged to have been loaned.

29. For aught that appears the alleged money alleged to be still unpaid is not yet due to be paid.

30. For that complainant does not allege the date when this respondent is due to pay the money alleged to have been received to the use of the complainant.

31. For that it appears that the complainant has sought to join an action in assumpsit for money had and received by Mary C. Harden to the use of complainant, with an action for money had and received by Howard Harden to the use of the complainant.

And now having demurred to the original bill of complaint in said cause filed and to each and every aspect of the bill of complaint to which demurrer has heretofore been set forth and assigned, this respondent proceeds to demur to that aspect of the bill of complaint alleged in paragraph 7 of the original bill of complaint and for grounds of demurrer, sets down and assigns separately and severally each separate and several ground of demurrer hereinbefore assigned to the original bill of complaint as a whole and to each separate and several aspect of the bill of complaint to which demurrer has heretofore been assigned.

And now having demurred to the original bill of complaint in said cause filed and to each and every aspect of the bill of complaint to which demurrer has heretofore been set forth and assigned, this respondent proceeds to demur to that aspect of the bill of complaint alleged in paragraph 8 of the original bill of complaint and for grounds of demurrer, sets down and assigns separately and severally each separate and several ground of demurrer hereinbefore assigned to the original bill of complaint as a whole and to each separate and several aspect of the bill of complaint to which demurrer has heretofore been assigned.



And now having exercised the privilege accorded by Statute of incorporating demurrers in the answer and without waiving said demurrers but still insisting thereupon and invoking a ruling thereupon prior to the trial of this cause on its merits, each respondent, separately and severally proceeds to file a separate and several answer to the bill of complaint and for separate and several answer to bill of complaint, says:--

1. Each respondent admits the allegations of paragraph 1 of the bill of complaint.

2. Mary C. Harden admits that complainant received the sum of Ten Thousand and No/100 Dollars (\$10,000.00) from the United States of America which was said to be the proceeds of a life insurance policy on her deceased husband; and admits that she is the owner of the lands described in paragraph 2 of the bill of complaint; she admits that she talked with the complainant and told complainant of her plans to erect additional improvements on the land owned by her and admits that the complainant loaned to this respondent the sum of Ten Thousand and No/100 Dollars (\$10,000.00) and says that there was no agreement between respondent and complainant that the complainant should have any right, title, claim or interest, legal or equitable, in the land owned by respondent, Mary C. Harden, or in any improvements located or situated thereupon. She says that the sum of Ten Thousand and No/100 Dollars (\$10,000.00) was borrowed from the complainant by the respondent, Mary C. Harden, and in consideration of said loan, the respondent, Mary C. Harden, executed and delivered to the complainant a promissory note payable five years after date with interest at the rate of six percent per annum and that there is no default in the payment of said debt evidenced by said promissory note and that said promissory note was the only consideration for the delivery of the sum of Ten Thousand and No/100 Dollars (\$10,000.00) by complainant to Mary C. Harden. Mary C. Harden further says that at or about the same time the loan was made, another agreement was entered into by and between the complainant and Mary C. Harden, full and complete copy of which said agreement is attached hereto marked

Exhibit "A" for purposes of identification and incorporated at this point as fully and as completely as though here set out. Mary C. Harden further says that she has in all respects, complied with the agreement identified as Exhibit "A" and that the complainant voluntarily relinquished all rights accruing to the complainant by virtue of the agreement identified as Exhibit "A" by voluntarily resigning and abandoning said agreement by written instrument executed and delivered by the complainant to this respondent, /which said copy of written instrument is attached hereto marked Exhibit "B" for purposes of identification and incorporated at this point as fully and as completely as though here set out; and Mary C. Harden further says that at the time Exhibit "B" was executed and delivered to this respondent by the complainant there was no sum of money owing to her or due to be paid to her under and by virtue of the terms of the agreement identified as Exhibit "A". Except as herein admitted, Mary C. Harden denies the allegations of paragraph 2 of the bill of complaint; Howard Harden says that he has no part in the transactions and matters, contracts or agreements alleged in paragraph 2 of the bill of complaint and neither admits nor denies the allegations of paragraph 2 of the bill of complaint but demands strict proof thereof.

3. Respondent, Howard Harden, denies each and every allegations of paragraph 3 of the bill of complaint and Mary C. Harden says that she had no part in any transaction alleged in paragraph 3 of the bill of complaint and that she is informed and believes and upon such information and belief states the fact to be that the allegations of paragraph 3 of the bill of complaint are untrue.

4. Respondent, Mary C. Harden, says that she has not repaid the sum of Ten Thousand and No/100 Dollars (\$10,000.00) borrowed by her from the complainant on the promissory note alleged in paragraph 2 of this answer; that payment of said loan and of the interest of said loan is not yet due according to the terms of the loan. She says that she denies that the complainant has not been paid all sums of money accruing to the complainant under and by virtue of the terms of Exhibit "a" to this answer to the bill of complaint and denies

that any money is due to the complainant from the income of the cocktail lounge and except as herein admitted, the respondent, Mary C. Harden, denies the allegations of paragraph 4 of the bill of complaint. The respondent, Howard Harden, says that he has no part in, or liability for any transaction alleged in paragraph 4 of the bill of complaint and has no personal knowledge of the facts alleged therein but denies the material allegations set out in paragraph 4 of the bill of complaint insofar as it may relate to him or liability alleged against him and demands strict proof thereof.

5. Each respondent admits that they have not conveyed to the complainant any interest in the real estate described in paragraph 2 of the original bill of complaint and each respondent says that the complainant is not entitled to receive any conveyance of any interest in said real estate and that the complainant has no legal or equitable lien upon, or right, title, claim or interest in or to said real estate and that the allegations of the bill of complaint fail to show any duty upon the part of either respondent to the bill of complaint, to execute or deliver to the complainant, any conveyance of any kind conveying a lien, a right, title, claim or interest in or to any moiety in the real estate described in paragraph 2 of the bill of complaint or any improvements erected thereupon. Each respondent denies the necessity to employ J. B. Blackburn, as Solicitor in Chancery to represent complainant in this proceeding and each respondent says that the complainant has no equitable claim to be prosecuted in this proceeding and has alleged no equitable claim in her bill of complaint enforceable under the laws of the State of Alabama against either respondent to this bill of complaint and denies that the complainant has any right to charge either respondent to this bill of complaint, with any liability for attorneys fees. Except as herein admitted, each respondent denies the allegations of paragraph 5 of the bill of complaint.

6. Respondent, Mary C. Harden, says that the allegations of paragraph 6 have already been answered in the foregoing paragraphs of this answer; that the money received by respondent, Mary C. Harden, from the

complainant was the proceeds of a loan evidenced by a promissory note upon agreement between the parties that said promissory note by its own terms in writing expressed, provided that said loan would be due and payable together with six percent interest thereon, five years from its date, namely, in April, 1958, and that there is now nothing due by the respondent to the complainant. Respondent, Howard Harden, says that he has no interest in or part in or liability for, the transactions alleged in paragraph 6 of the bill of complaint and except as herein admitted, denies the same and demands strict proof thereof.

7. Respondent, Howard Harden, denies specifically each separate and several allegation contained in paragraph 7 of the bill of complaint. Respondent, Mary C. Harden, says that she has no knowledge of the matters alleged in paragraph 7 of the bill of complaint, and that she has no part or parcel in the transactions alleged in paragraph 7 of the bill of complaint, she has no liability for the claims set out in paragraph 7 of the bill of complaint; that under the laws of the State of Alabama, she cannot be held liable as surety for any debt of her husband, Howard Harden, and except as herein admitted, she is informed and believes and upon such information and belief states that the facts alleged in paragraph 7 of the bill of complaint are untrue and demands strict proof thereof.

8. Each respondent, separately and severally, denies the allegations of paragraph 8 of the bill of complaint, except as they may be admitted by the allegations of the preceding paragraphs of this answer.

Each respondent, separately and severally, avails himself, or herself, of the privilege accorded by Statute for the purpose of pleadings in defense to each and every allegation in said bill of complaint contained wherein complainant claims any right, title, claim or interest or lien upon any land described in the bill of complaint, by virtue of understandings or agreements alleged in the bill of complaint that such understandings or agreements are void for that such alleged understandings or agreements, as alleged, are alleged to be oral and the Statute of Frauds of the State of Alabama declares that oral agreements

for the sale of lands, or any interest therein are void unless the purchaser pay part of the purchase price and be placed in possession, wherefore, the alleged oral agreements or understandings are not enforceable against this respondent.

Now having fully answered the bill of complaint in this cause filed by the complainant, each respondent in this cause, prays that the bill of complaint as to such respondent, be dismissed with prejudice and each respondent be permitted to go hence with his or her costs in this behalf expended.

ARTHUR C. EPPERSON,  
Foley, Alabama.

BEDDOW AND JONES,  
Birmingham, Alabama.

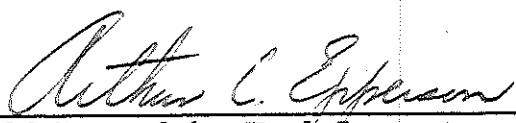
BY

  
G. ERNEST JONES.

SOLICITORS FOR EACH SEPARATE  
AND SEVERAL OF THE ABOVE NAMED  
RESPONDENTS.

I, the undersigned solicitor for each separate and several above named respondents, do hereby certify that I have served a copy of the above and foregoing upon the Honorable J. B. Blackburn, solicitor of record for the complainant in the above styled cause by leaving a copy thereof at his office.

This the 30 day of July, 1954.

  
Of Counsel for Each Separate and  
Several Respondent.

3255

STATE OF ALABAMA | IN THE CIRCUIT COURT OF BALDWIN COUNTY,  
BALDWIN COUNTY | ALABAMA. IN EQUITY.  
No. 3255.

GLADYS M. TOTTY,

Complainant,

vs

MARY C. HARDEN and  
HOWARD HARDEN,

Respondents.

Now comes Howard Harden, respondent in the above styled cause and for answer to the interrogatories propounded by the complainant to him in the above styled cause sets down and assigns the following separate and several answers:

1. For answer to interrogatory 1, he objects thereto on the ground that it is incompetent, illegal, irrelevant and immaterial; calls for evidence which would invade his privacy; calls for evidence which would have no probative value upon any issue involved in this suit in equity.

2. For answer to interrogatory 2, he objects thereto upon each separate and several ground assigned as ground of objection to interrogatory 1.

3. For answer to interrogatory 3, he objects thereto upon each separate and several ground assigned as ground of objection to interrogatories 1 and 2.

4. For answer to interrogatory 4, he objects thereto upon each separate and several ground assigned as ground of objection to interrogatories 1, 2, and 3.

5. For answer to interrogatory 5, this respondent says that he has no agreement or other writing signed by the complainant in his possession or under his control.

6. For answer to interrogatory 6, this respondent objects

thereto upon each separate and several ground assigned as ground of objection to interrogatories 1, 2, 3, and 4.

And your respondent, Howard Harden, for further answer says that he submits himself to the jurisdiction of the court and will observe the instructions and orders of the court with regard to whether or not he shall answer the above and foregoing interrogatories to which objections have been assigned and invokes a ruling upon his separate and several objections to said interrogatories before being required to answer thereto.

Howard Harden

STATE OF ALABAMA :  
:  
BALDWIN COUNTY :

Before me, the undersigned authority, in and for said County in said State, personally appeared Howard Harden, who being by me first duly sworn says that the answers to the above and foregoing interrogatories are true and correct as therein stated.

Howard Harden

Sworn to and subscribed before me

on this the 30 day of July, 1954.

Arthur C. Epperson

Notary Public,  
Baldwin County, Alabama.





6. It is not alleged that there is any money or thing due from the respondent to the complainant.
7. It is not alleged that the complainant understood, thought or believed in any manner or form that she was in ~~any~~ any way entitled to or had any right, title or interest in the real property, business or improvements thereon.
8. For aught that appears from this aspect of the bill any money turned over to the respondent by the complainant was a gift or loan.
9. It is not alleged that the respondent has breached any contract or agreement between the respondent and complainant.

Respondent now demurs to that aspect of the bill of complaint seeking to establish a joint adventure and tenancy in common in and to the real property and the improvements thereon and for grounds of demurrer separately and severally assigns the following:

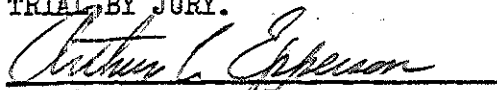
1. There is no equity in said aspect of the bill.
2. The averments of said aspect of the bill are vague, indefinite, and uncertain.
3. It is not alleged that the complainant and respondent entered into an agreement to establish a joint tenancy. or tenancy in common.
4. It is not alleged in said bill that the complainant and respondent entered into a joint tenancy by agreement, fact or implication.
5. It is not alleged in said bill that the complainant has any property right, title, or interest in or to the real property, improvements or business thereon.
6. It is not alleged in said aspect of said bill that the complainant and respondent entered into a joint adventure, either by fact, implication, or agreement.
7. It is not alleged in said aspect of said bill that the complainant has kept and performed her part of the agreement or contract.
8. It is not alleged in said aspect of said bill that the respondent has breached any contract or agreement with the complainant.
9. For aught that appears from the said aspect of the bill, the money turned over to the respondent was a gift, or a loan.

Respondent now demurs to that aspect of the bill of complaint seeking to establish a debt from the respondent to the complainant, and for grounds of demurrer separately and severally assigns the following:

- 1.
1. There is no equity in said aspect of the bill.
2. It is not alleged in said aspect that a demand was made for said Money.
3. It is not alleged in said aspect that any money is due the complainant from the respondent.
- 4.
4. Paragraphs six, seven and eight are repugnant and inconsistent with the prayer for relief.

  
Solicitor for Respondent.

THE RESPONDENTS DEMAND A  
TRIAL BY JURY.

  
Solicitor for Respondents.

1. The first part of the document is a letter from the President of the United States to the Congress, dated January 3, 1862. It is a message of condolence to the people of the State of California, who have recently suffered from a severe earthquake. The President expresses his sympathy for the victims and offers his assistance in rebuilding the state.

[illegible][illegible]

1. The first part of the document is a list of names and addresses, which appears to be a directory or a list of contacts. The names are written in a cursive script, and the addresses are listed below them.

2. The second part of the document is a list of names and addresses, which appears to be a directory or a list of contacts. The names are written in a cursive script, and the addresses are listed below them.

3. The third part of the document is a list of names and addresses, which appears to be a directory or a list of contacts. The names are written in a cursive script, and the addresses are listed below them.

4. The fourth part of the document is a list of names and addresses, which appears to be a directory or a list of contacts. The names are written in a cursive script, and the addresses are listed below them.

5. The fifth part of the document is a list of names and addresses, which appears to be a directory or a list of contacts. The names are written in a cursive script, and the addresses are listed below them.

6. The sixth part of the document is a list of names and addresses, which appears to be a directory or a list of contacts. The names are written in a cursive script, and the addresses are listed below them.

7. The seventh part of the document is a list of names and addresses, which appears to be a directory or a list of contacts. The names are written in a cursive script, and the addresses are listed below them.

8. The eighth part of the document is a list of names and addresses, which appears to be a directory or a list of contacts. The names are written in a cursive script, and the addresses are listed below them.

9. The ninth part of the document is a list of names and addresses, which appears to be a directory or a list of contacts. The names are written in a cursive script, and the addresses are listed below them.

10. The tenth part of the document is a list of names and addresses, which appears to be a directory or a list of contacts. The names are written in a cursive script, and the addresses are listed below them.

[illegible]

1955

1. The first part of the text discusses the importance of maintaining accurate records of all transactions, including sales, purchases, and expenses. It emphasizes that proper record-keeping is essential for determining the correct amount of tax liability.

2. The second part of the text describes the various methods used to calculate the tax liability, including the use of tax tables and the application of various deductions and credits. It also discusses the importance of understanding the different types of taxes that may apply to a particular transaction.

3. The third part of the text discusses the various ways in which a taxpayer can pay their tax liability, including by check, credit card, or direct deposit. It also discusses the importance of understanding the various penalties and interest charges that may apply if a taxpayer fails to pay their taxes on time.

4. The fourth part of the text discusses the various ways in which a taxpayer can claim a refund, including by filing a return and claiming the refund, or by filing a claim for a refund after the return has been filed. It also discusses the importance of understanding the various requirements that must be met in order to qualify for a refund.

5. The fifth part of the text discusses the various ways in which a taxpayer can avoid or minimize their tax liability, including by taking advantage of various deductions and credits, or by using various tax planning strategies. It also discusses the importance of understanding the various rules and regulations that govern the use of these strategies.

6. The sixth part of the text discusses the various ways in which a taxpayer can appeal a tax assessment, including by filing a protest with the IRS, or by filing a lawsuit in court. It also discusses the importance of understanding the various procedures and deadlines that apply to the appeal process.

7. The seventh part of the text discusses the various ways in which a taxpayer can obtain assistance with their tax return, including by hiring a tax professional, or by using various tax preparation services. It also discusses the importance of understanding the various fees and charges that may apply to these services.

8. The eighth part of the text discusses the various ways in which a taxpayer can stay up-to-date on the latest tax news and developments, including by subscribing to various tax publications, or by attending various tax seminars and workshops. It also discusses the importance of understanding the various sources of information that are available to taxpayers.

9. The ninth part of the text discusses the various ways in which a taxpayer can ensure that they are complying with all applicable tax laws and regulations, including by keeping accurate records of all transactions, and by filing their tax return on time. It also discusses the importance of understanding the various consequences that may apply if a taxpayer fails to comply with the law.

10. The tenth part of the text discusses the various ways in which a taxpayer can seek professional advice on their tax situation, including by consulting with a tax professional, or by using various online tax resources. It also discusses the importance of understanding the various qualifications and credentials that are required for a tax professional.

[illegible][illegible][illegible][illegible]

FILED

JUN 17 1954

ALICE J. DUCK, Registered

STATE OF ALABAMA     § IN THE CIRCUIT COURT OF BALDWIN COUNTY,  
BALDWIN COUNTY     § ALABAMA, IN EQUITY. NO 3255

GLADYS M. TOTTY,  
Complainant,

vs

MARY C. HARDEN and  
HOWARD HARDEN,

Respondents.

Now comes Mary C. Harden, respondent in the above styled cause and in obedience to the order of the court heretofore made and entered on the 3rd day of September, 1954, requiring her to answer interrogatories number FOUR AND SIX, for her answer to said interrogatories, saith:

1. For her answer to interrogatory numbered FOUR, she says that said check was deposited in the State Bank of Elberta, Elberta, Alabama, Baldwin County.

2. For answer to interrogatory numbered SIX, she saith the person, firm or corporation which sold and installed the air-conditioning system which was installed in the Canal Cafe Lounge during 1953, was:

Flint Refrigeration Company, Birmingham, Alabama

Mary C. Harden  
Mary C. Harden

Sworn to and subscribed before me on this  
the 4<sup>th</sup> day of November, 1954.

Arthur C. Epperson  
Notary Public

I, the undersigned Arthur C. Epperson, of counsel for respondent, Mary C. Harden, in the above styled cause do hereby certify that I have served a copy of the above and foregoing answer to interrogatories upon the Honorable J. B. Blackburn, solicitor for complainant, by mailing same to him, first class

United States mail, postage prepaid by stamps affixed thereto  
properly addressed to him at Bay Minette, Alabama, on this the  
16<sup>th</sup> day of ~~September~~ <sup>November</sup>, 1954.

Arthur C. Epperson  
Arthur C. Epperson,  
Solicitor of record for Mary  
C. Howard

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA,  
IN EQUITY. NO. 3255

GLADYS M. TOTTY,  
Complainant,

vs

MARY C. HARDEN and  
HOWARD HARDEN,

Respondents.

RESPONDENTS ANSWERS TO  
INTERROGATORIES

*Filed 11-16-54  
Miss French  
Registrar*

STATE OF ALABAMA | IN THE CIRCUIT COURT OF BALDWIN COUNTY,  
BALDWIN COUNTY | ALABAMA, IN EQUITY. NO. 3255

GLADYS M. TOTTY,  
COMPLAINANT,  
VS.  
MARY C. HARDEN,  
RESPONDENT.

DEMURRER TO THE AMENDED BILL OF COMPLAINT

Now comes Mary C. Harden, respondent to the bill of complaint in the above cause filed as last amended by separate paper filed by the complainant in the above styled cause, striking Howard Harden as a respondent and refileing the original bill of complaint against Mary C. Harden, respondent, so that the cause is now pending against Mary C. Harden as sole respondent, and demurs to the bill of complaint in said cause filed and to the separate and several aspect of the bill of complaint in said cause filed and for her demurrer to the bill of complaint as last amended in said cause filed and to each separate and several aspect of the bill of complaint as last amended in said cause filed, sets down and assigns, separately and severally, each separate and several ground of demurrer heretofore assigned to the original bill of complaint as a whole and to the separate and several aspects of the bill of complaint, sets down and assigns, separately and severally, each separate and several ground of demurrer heretofore assigned to said separate and several aspect of the original bill of complaint as last amended.

ARTHUR C. EPPERSON,  
Foley, Alabama.

BEDDOW AND JONES,  
Birmingham, Alabama.

BY   
G. ERNEST JONES,  
SOLICITORS FOR RESPONDENT.

I, the undersigned solicitor of record for Mary C. Harden, respondent in the above styled cause, hereby certify that I have served a copy of the above

and foregoing demurrer upon the Honorable J. B. Blackburn, Solicitor of  
Record for complainant in the above captioned cause on this the 5 day of  
October, by mailing a copy thereof to him, postage prepaid by stamps affixed  
thereto, first class United States Mail, properly addressed to him at his  
last known address, viz: Bay Minette, Alabama.

  
\_\_\_\_\_  
G. ERNEST JONES.

NO. 3255

EQUITY.

GLADYS M. TOTTY,

COMPLAINANT,

VS.

MARY C. HARDEN,

RESPONDENT.

\*\*\*\*\*

DEMURRER TO THE  
AMENDED BILL OF  
COMPLAINT.

\*\*\*\*\*

ARTHUR C. EPPERSON,  
Foley, Alabama.

BEDDOW AND JONES,  
Birmingham, Alabama.

SOLICITORS FOR RESPONDENT.

OCT 6 1954



GLADYS M. TOTTY,

VS. Complainant,

MARY C. HARDEN and  
HOWARD HARDEN,

Respondents.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA


IN EQUITY NO. 3255

MOTION TO REQUIRE PROPER ANSWERS TO INTERROGATORIES

Now comes the complainant by her solicitor, and shows unto the court that the respondents, Mary C. Harden and Howard Harden, have not made proper answers to the interrogatories propounded to them in this cause, which were ordered answered by this court, in that the answers to the interrogatories which were filed by each of the respondents are not signed by them and are signed by Arthur C. Epperson.

WHEREFORE, Complainant moves the court to require the said respondents and each of them to make proper answers to the said interrogatories or grant the complainant such relief as she is entitled to under the provisions of Title 7, Section 483 of the 1940 Code of Alabama.

Complainant further moves the court to grant unto her such other, further and additional relief as she may be equitably entitled to, the premises considered.

  
Solicitor for complainant.

MOTION TO REQUIRE PROPER ANSWERS  
TO INTERROGATORIES

GLADYS M. TOTTY,

Complainant,

VS.

MARY C. HARDEN and HOWARD HARDEN,

Respondents.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
IN EQUITY NO. 3255

FILED  
OCT 4 1954

ALICE J. DUCK, Register

GLADYS M. TOTTY,

Complainant,

VS.

MARY C. HARDEN and  
HOWARD HARDEN,

Respondents.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
IN EQUITY NO. 3255

ANSWERS TO INTERROGATORIES

Now comes the complainant and respectfully declines to answer each and all of the interrogatories propounded to her, separately and severally, on the ground that each and all of the said interrogatories are incompetent, irrelevant and immaterial, and that each and all of the said interrogatories call for incompetent, irrelevant and immaterial testimony.

J. B. Blackburn  
Solicitor for complainant.

ANSWERS TO INTERROGATORIES

GLADYS M. TOTTY,

Complainant,

VS.

MARY C. HARDEN and HOWARD HARDEN,

Respondents.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
IN EQUITY NO. 3255

FILED

OCT 4 1954

ALICE J. DUCK, Register

STATE OF ALABAMA  
BALDWIN COUNTY

IN THE CIRCUIT COURT OF BALDWIN COUNTY,  
ALABAMA. IN EQUITY. NO. 3255.

GLADYS M. TOTTY,

Complainant,


vs

MARY C. HARDEN and  
HOWARD HARDEN,

Respondents.

Now comes Arthur C. Epperson, attorney for Howard Harden, respondent in the above styled cause and in obedience to the order of the court heretofore made and entered on the 3rd day of September 1954, requiring Howard Harden to answer interrogatory number SIX; for his answer to said interrogatory, saith:

1. For answer to interrogatory numbered SIX, he saith the person, firm or corporation which sold and installed the air-conditioning system which was installed in the Canal Cafe Lounge during 1953, was Flint Refrigeration Company, Birmingham, Alabama.

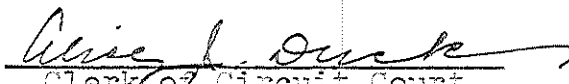
  
Arthur C. Epperson

STATE OF ALABAMA  
BALDWIN COUNTY

Arthur C. Epperson, being duly sworn, deposes and says that the facts alleged in the above answer is true and according to the best of his knowledge, information and belief.

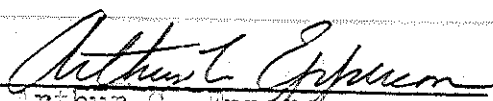


Sworn to and subscribed before me this the 22 day  
of September, 1954.

  
Clerk of Circuit Court

I, the undersigned Arthur C. Epperson, of counsel for respondent, Howard Harden in the above styled cause do hereby certify that I have served a copy of the above and foregoing answer to interrogatories upon the Honorable J. B.

Blackburn, solicitor for complainant, by mailing same to him, first class United States mail, postage prepaid by stamps affixed thereto properly addressed to him at Bay Minette, Alabama, on this the 22<sup>nd</sup> day of September 1954.

  
Arthur C. Epperly,  
Solicitor of record for  
Howard Harden.

No. 3255 IN THE CIRCUIT COURT  
OF BALDWIN COUNTY, ALABAMA

GLADYS M. TOTTY,

Complainant,

vs

MARY C. HARDEN and  
HOWARD HARDEN,

Respondents.

HOWARD HARDEN'S  
ANSWER TO INTERROGATORY

ARTHUR C. EPPERSON  
BEDDOW AND JONES  
SOLICITORS FOR RESPONDENTS

FILED  
SEP 28 1954

ALICE J. DYCK, Register

STATE OF ALABAMA } IN THE CIRCUIT COURT OF BALDWIN COUNTY,  
BALDWIN COUNTY } ALABAMA. IN EQUITY. NO. 3255.

GLADYS M. TOTTY,

Complainant,

vs

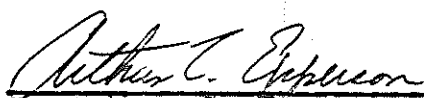
MARY C. HARDEN and  
HOWARD HARDEN,

Respondents,

Now comes Arthur C. Epperson, attorney for Mary C. Harden, respondent in the above styled cause and in obedience to the order of the court heretofore made and entered on the 3rd day of September, 1954, requiring Mary C. Harden to answer interrogatories number FOUR AND SIX, for her answer to said interrogatories, saith:

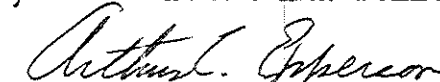
1. For answer to interrogatory numbered FOUR, the said check was deposited in the State Bank of Elberta at Elberta, in Baldwin County, Alabama.

2. For answer to interrogatory numbered SIX, the person, firm or corporation which sold and installed the air-conditioning system which was installed in the Canal Cafe Lounge during 1953, was Flint Refrigeration Company, Birmingham, Alabama.


  
Arthur C. Epperson

STATE OF ALABAMA  
BALDWIN COUNTY

Arthur C. Epperson, being duly sworn, deposes and says that the facts alleged in the above answers are true and according to the best of his knowledge, information and belief.

  
Arthur C. Epperson

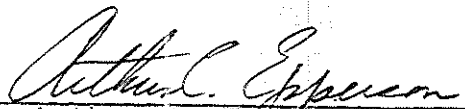
Sworn to and subscribed before me this the 22 day of September, 1954.

  
Clerk of Circuit Court

I, the undersigned Arthur C. Epperson, of counsel for respondent, Mary C. Harden in the above styled cause do



hereby certify that I have served a copy of the above and foregoing answer to interrogatories upon the Honorable J. B. Blackburn, solicitor for complainant, by mailing same to him, first class United States mail, postage prepaid by stamps affixed thereto properly addressed to him at Bay Minette, Alabama, on this the 22nd day of September 1954.



Arthur C. Epperson  
Solicitor of record for  
Mary C. Harden

No. 3255 IN THE CIRCUIT COURT  
OF BALDWIN COUNTY, ALABAMA

GLADYS M. TOTTY,

Complainant,

vs

MARY C. HARDEN and  
HOWARD HARDEN,

Respondents.

MARY C. HARDEN'S  
ANSWER TO INTERROGATORIES.

ARTHUR C. EPPERSON  
BEDDOW AND JONES  
SOLICITORS FOR RESPONDENTS

FILED  
SEP 22 1954

ALICE L. DECK, RECLERK

GLADYS M. TOTTY,

Complainant,

VS.

MARY C. HARDEN and  
HOWARD HARDEN,

Respondents.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
IN EQUITY NO. 3255

DECREE EXTENDING TIME FOR ANSWERING INTERROGATORIES

On application of the complainant, it is ORDERED, ADJUDGED  
AND DECREED by the court as follows:

1. That the time for the complainant to answer the in-  
terrogatories propounded by the respondents to the complainant and  
filed in this cause on, to-wit, August 13, 1954, shall be and the  
same is hereby extended until October 3, 1954, until which time  
the complainant may answer the said interrogatories or file ob-  
jections thereto.

ORDERED, ADJUDGED AND DECREED on this the 10th day of  
September, 1954.

*Hubert M. Stace*  
Judge

DECREE EXTENDING TIME FOR ANSWERING INTERROGATORIES.

GLADYS M. TOTTY,

Complainant,

VS.

MARY C. HARDEN and HOWARD HARDEN,

Respondents.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
IN EQUITY NO. 3255

FILED

SEP 10 1954

ALICE J. BUCK, Register

GLADYS M. TOTTY,

VS.

MARY C. HARDEN and  
HOWARD HARDEN,

Complainant,

Respondents.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
IN EQUITY

MOTION FOR DECREE PRO CONFESSO

Now comes the Complainant by J. B. Blackburn, as her solicitor of record, and shows unto the register that on the 14th day of May, 1954 a summons was issued out of this court directed to Mary C. Harden and Howard Harden, Respondents in this cause, ordering them to appear and plead, answer or demur within thirty days from the service thereof to the Bill of Complaint herein; and that a copy of the said summons was duly served upon both of the said Respondents by a proper officer on the 17th day of May, 1954, and that the said Respondents have to the date hereof failed to plead, answer or demur to the said Bill of Complaint:

Wherefore, the Complainant moves that a Decree Pro Confesso be entered against the said Respondents.

Dated this the 17th day of June, 1954.

J. B. Blackburn  
Solicitor for complainant.

MOTION FOR DECREE PRO CONFESSO

GLADYS M. TOTTY,

Complainant,

VS.

MARY C. HARDEN and  
HOWARD HARDEN,

Respondents.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
IN EQUITY

*Filed 6-17-54  
Alice J. Hume*

GLADYS M. TOTTY,

VS.

MARY C. HARDEN and  
HOWARD HARDEN,

Complainant,

Respondents.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY

DECREE PRO CONFESSEO

In this cause, it being made to appear to the register, that a summons, requiring the respondents to appear and plead, answer or demur to the Bill of Complaint in this cause, within thirty days from the service upon them, was served upon the respondents, Mary C. Harden and Howard Harden, by a proper officer, on the 17th day of May 1954, and the said respondents have failed to plead, answer or demur to the said Bill of Complaint to the date hereof, it is now therefore, on motion of complainant's solicitor, ordered and decreed that the said Bill of Complaint in this cause be, and it hereby is, in all things taken as confessed against the said respondents, Mary C. Harden and Howard Harden.

Dated this 17th day of June, 1954.

*W. J. L. L. L.*

Register.

BEDDOW AND JONES

ATTORNEYS AT LAW

204-211 MASSEY BUILDING

BIRMINGHAM 3, ALA.

RODERICK BEDDOW  
G. ERNEST JONES

ROBERT W. GWIN  
RODERICK M. MACLEOD  
G. ERNEST JONES, JR.  
RODERICK BEDDOW, JR.

March 22, 1955.

Mrs. Alice J. Duck,  
Register in Chancery,  
Circuit Court of Baldwin County,  
Bay Minette, Alabama.

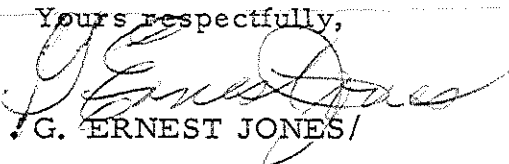
Re: Gladys M. Totty v. Mary C. Harden  
#3255 in Equity

My dear Madam:

Enclosed herewith please find original of demurrer to the amended bill of complaint in the above captioned cause which we request that you file and acknowledge receipt thereof.

Thank you.

Yours respectfully,

  
G. ERNEST JONES/

GEJ/ml  
Encl.



STATE OF ALABAMA | IN THE CIRCUIT COURT OF BALDWIN COUNTY,  
BALDWIN COUNTY | ALABAMA. IN EQUITY. NO. 3255

GLADYS M. TOTTY,

COMPLAINANT,

VS.

MARY C. HARDEN,

RESPONDENT.

Now comes Mary C. Harden, respondent in the above styled cause, and demurs to the bill of complaint in said cause filed, and forground of her demurrer to said bill of complaint in said cause filed, sets down and assigns separately and severally, the following separate and several grounds:

1. There is no equity in the bill of complaint.
2. The averments of the bill of complaint are vague, ambiguous, indefinite and uncertain.
- ~~3. There is a misjoinder of parties respondent.~~
4. There is a misjoinder of equitable causes of action.
5. For that it appears from the facts alleged in said bill of complaint that complainant has a plain, adequate and complete remedy at law.
6. For that the alleged oral agreement is not set forth in full.
7. For that it affirmatively appears that all the terms of the alleged oral agreement are not set out in the bill of complaint.
8. For that it is not averred that complainant performed said oral agreement on her own part.
9. For aught that appears the complainant herself, breached the terms of the alleged oral agreement.
10. For that it is not made to appear that the complainant performed the alleged contract upon which she bases her claim in this suit.
11. For aught that appears the complainant herself breached the alleged contract upon which she relies in this suit.

12. For that the allegations of the complaint are vague, ambiguous, indefinite and uncertain in that it is not set forth with sufficient certainty in what respect respondent is alleged to have breached the alleged agreement between complainant and respondent.

13. For that it affirmatively appears that the alleged contract or agreement upon which complainant bases her claim, was oral and void under the Statute of Frauds.

14. For that it affirmatively appears that the contract alleged in paragraph 2 of the bill of complaint is void under the Alabama Statute of Frauds.

15. For that it affirmatively appears that a Court of Equity is without jurisdiction to entertain an action in assumpsit.

16. For that it affirmatively appears that a Court of Equity is without jurisdiction to entertain an action in debt.

17. For that it affirmatively appears that a Court of Equity is without jurisdiction to entertain an action for money had and received.

18. For that it is not made to appear that respondent agreed in writing, signed by herself, conveyed to complainant any interest in the land described in paragraph 2 of the bill of complaint, nor does it appear that the respondent paid the whole or any part of the purchase price and was placed in possession thereof at the time of the alleged contract.

19. For that it affirmatively appears that the bill of complaint as last amended constitutes a complete departure from the original bill of complaint.

And in addition to the above and foregoing grounds of demurrer, this respondent adopts and reassigns each separate and several ground of demurrer heretofore filed to the original bill of complaint and to the bill of complaint as heretofore amended.

And now having demurred to the bill of complaint as a whole, as last amended, this respondent demurs to that aspect of the bill of complaint seeking the relief for which complainant prays in that prayer numbered 1 and for her grounds of demurrer to that aspect of the bill of complaint, sets down and assigns each separate and several ground of demurrer heretofore

assigned to the bill of complaint as a whole.

And now having demurred to the bill of complaint as a whole, as last amended, this respondent demurs to that aspect of the bill of complaint seeking the relief for which complainant prays in that prayer numbered 2 and for her grounds of demurrer to that aspect of the bill of complaint, sets down and assigns each separate and several ground of demurrer heretofore assigned to the bill of complaint as a whole.

And now having demurred to the bill of complaint as a whole, as last amended, this respondent demurs to that aspect of the bill of complaint seeking the relief for which complainant prays in that prayer numbered 3 and for her grounds of demurrer to that aspect of the bill of complaint, sets down and assigns each separate and several ground of demurrer heretofore assigned to the bill of complaint as a whole.

And now having demurred to the bill of complaint as a whole, as last amended, this respondent demurs to that aspect of the bill of complaint seeking the relief for which complainant prays in that prayer numbered 4 and for her grounds of demurrer to that aspect of the bill of complaint, sets down and assigns each separate and several ground of demurrer heretofore assigned to the bill of complaint as a whole.

ARTHUR C. EPPERSON,  
Foley, Alabama.

BEDDOW AND JONES,  
Birmingham, Alabama.

BY

  
G. ERNEST JONES,  
SOLICITORS FOR RESPONDENT.

BALDWIN COUNTY  
IN EQUITY.

GLADYS M. TOTTY,  
COMPLAINANT,  
VS.  
MARY C. HARDEN,  
RESPONDENT.

\*\*\*\*\*

DEMURRER.

\*\*\*\*\*

FILED  
MAR 24 1955

ALICE J. DUCK, Register  
ARTHUR C. EPPERSON,  
Foley, Alabama,

BEDDOW AND JONES,  
Birmingham, Alabama.

SOLICITORS FOR RESPONDENT.



described property and is a part of the improvements situated thereon. As a part of the agreement between the complainant and the said Mary C. Harden, the complainant was to receive Two Hundred Dollars (\$200) per month and one-fourth of the proceeds or profits from the said cocktail lounge.

3. The complainant alleges that the said respondent, Mary C. Harden, did not pay her the said sum of Two Hundred Dollars (\$200) per month while she worked there and that the said respondent has not paid her any part of the proceeds or profits of the said cocktail lounge since the said check for Ten Thousand Dollars (\$10,000) was delivered to the said respondent. Complainant further alleges that the said respondent, Mary C. Harden, was unjustly enriched at the expense of the complainant and that it is inequitable for the said respondent, Mary C. Harden, to retain the proceeds of the said check while failing to comply with her said agreement and that she should be regarded as the trustee of the complainant.

4. The complainant claims of the respondent, Mary C. Harden, the sum of Ten Thousand Dollars (\$10,000) for money on, to-wit, the 1st day of April, 1953, received by the respondent to the use of the complainant, which sum of money with the interest thereon is still unpaid and is the property of the complainant.

#### PRAYER FOR RELIEF

Complainant prays for the following separate and several relief:

1. That it be Ordered, Adjudged and Decreed that the respondent, Mary C. Harden, is indebted to the complainant in the sum of Ten Thousand Dollars (\$10,000), together with interest thereon from the 1st day of April, 1953.

2. That it be Ordered, Adjudged and Decreed that the said check for Ten Thousand Dollars (\$10,000) was delivered to and received by the said respondent, Mary C. Harden, under such circumstances as to create a constructive trust and that it be further

Ordered, Adjudged and Decreed that the respondent, Mary C. Harde is the trustee of the said complainant.

3. That in the event the said sum of Ten Thousand Dollars (\$10,000) and interest thereon is not paid within some reasonable period of time to be fixed by this court, that the above described property be ordered sold, subject to the rights of all persons holding prior liens thereon who are not made parties to this proceeding, for the purpose of paying the said indebtedness and the court costs incurred in this proceeding.

4. Complainant further prays for such other, further and general relief as she may be equitably entitled to, the premises considered.

J. T. Blackburn

Solicitor for complainant.

IN THE  
CIRCUIT COURT OF BALDWIN COUNTY  
ALABAMA. IN EQUITY  
NO. 3255

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the Respondent's demurrer to the Complainant's amended bill of complaint be, and the same is hereby sustained.

This 15th day of February, 1955.

Hubert M. Hall  
Judge of the 28th Judicial Circuit  
of Alabama.



3255-

FILED  
FEB 18 1955  
ALICE L. DICK, Register

GLADYS M. TOTTY, )  
Complainant, ) IN THE CIRCUIT COURT OF  
VS. ) BALDWIN COUNTY, ALABAMA  
MARY C. HARDEN, ) IN EQUITY NO. 3255  
Respondent. )

MOTION

Now comes the complainant and shows unto the court that this suit was dismissed by the court without prejudice on September 20, 1955, at which time the matter was pending on respondent's demurrer to complainant's amended Bill of Complaint, which said dismissal was not directed or requested by the complainant or her solicitor.

WHEREFORE, complainant moves the court to set aside the said decree dated on, to-wit, September 20, 1955, and reinstate the said cause on the trial docket of this court for further disposition in the manner prescribed by law. Complainant moves the court to grant unto her such other, further and general relief as she may be equitably entitled to, the premises considered.

J. B. Blackburn

Solicitor for complainant.

The above motion having been presented on this date shall be and the same is hereby continued until one o'clock P. M. on the 17<sup>th</sup> day of November, 1955.

Dated this 19th day of October, 1955.

Hubert M. Hall  
Judge

MOTION

GLADYS M. TOTTY,

Complainant,

VS.

MARY C. HARDEN,

Respondent.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
IN EQUITY NO. 3255

FILED

OCT 19 1955

ALICE J. DUCK, Register

STATE OF ALABAMA  
BALDWIN COUNTY

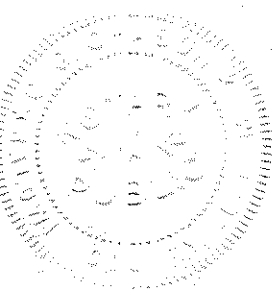
Before Me, Cecil G. Chason, Notary Public in and for said County in said State, personally appeared Arthur C. Epperson, who first being duly and legally sworn does depose and say on oath; that his name is Arthur C. Epperson; that he is a liscenced and practicing Attorney in Foley, Baldwin County, Alabama; that Bay Minette, Alabama is the County Seat of Baldwin County and is a distance of 36 miles from Foley, Alabama; that he was retained by Mary C. Harden and Howard Harden to represent Mary C. Harden and Howard Harden in Equity Case No. 3255 styled Gladys M. Totty Vs. Mary C. Harden and Howard Harden in the Circuit Court of Baldwin County setting in Bay Minette, Alabama; that on or about to-wit: the 15th day of June, 1954, Arthur C. Epperson telephoned to Mrs. Alice J. Duck, Register of the Circuit Court, Baldwin County, Alabama to ascertain the date of service of the Bill of Complaint upon the Respondents, Mary C. Harden and Howard Harden, and that upon being informed by the said Register of the said Court that service was obtained upon the said Respondents on the 17th day of May, 1954, that Arthur C. Epperson then informed the said Register of the said Circuit Court that he was mailing demurrers to the said Bill of Complaint, postage prepaid, addressed to Alice J. Duck, Register of the Circuit Court, Baldwin County, Bay Minette, Alabama; that Arthur C. Epperson did mail on the morning of the 16th day of June, 1954, the demurrers to the said Bill of Complaint, postage prepaid, addressed to the said Alice J. Duck, Register of the Circuit Court, Bay Minette, Alabama; that in the ordinary course of U. S. mail, the Register of the Circuit Court should have received said demurrers in the afternoon mail of June 16th, 1954; that the said Alice J. Duck later and in the presence of the Honorable Ernest Jones, Sr., stated to Arthur C. Epperson that she did not go to the Post Office as she normally did on the afternoon of June 16, 1954 or the morning of June 17, 1954 and therefore did not receive said demurrers in her office until after motion was made by the Complainant's Attorney for Decree pro confesso; that the Register nor the Complainant's Attorney notified the said Arthur C. Epperson that a motion for a Decree pro confesso had been made June 17, 1954 by the Complainant's Attorney

nor that subsequently the Register granted a Decree pro confesso against the said Respondents; that the said Arthur C. Epperson was unaware of the Motion for the Decree pro confesso or the granting of the Decree pro confesso until the regular pleading day as set by the Court, the third Tuesday of each month and being July 20, 1954; that said Motion for Decree pro confesso and Decree pro confesso was not entered on the docket sheet; that the said Arthur C. Epperson believed the demurrers to be properly filed and entered until said pleading date when he was informed by the Complainant's Attorney; that a Decree Pro Confesso had been granted.

  
Arthur C. Epperson, Affiant

Sworn to and subscribed before me this 18th day of August, 1954.

  
Notary Public

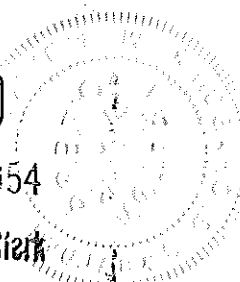


82555

FILED

SEP 3 1954

ALICE J. DUCK, Clerk



STATE OF ALABAMA

BALDWIN COUNTY

THIS AGREEMENT, made and entered into on this the 21 day of February 1953, executed in duplicate, by and between MARY C. HARDEN, hereinafter referred to as the party of the first part and MRS. GLADYS TOTTY, hereinafter referred to as the party of the second part, WITNESSETH:

That for and in consideration of the covenants and agreements from the party of the first part to the party of the second part and from the party of the second part to the party of the first part, as hereinafter contained, it is mutually agreed by and between the parties hereto as follows:

That the party of the first part, who is the owner and operator of the place of business known as the Canal Cafe and Cottages, at Gulf Shores, Alabama, will construct joining to and adjacent to the building used for the cafe, and restaurant, an addition to said building for the purpose of operating a cocktail lounge.

That the party of the first part will as soon as can conveniently be done, after the signing of this agreement, negotiate for the construction of said addition, the same to be completed in a reasonable length of time from this date.

That the said addition to said Canal Cafe, shall be known and operated as the Canal Cafe Cocktail Lounge.

That the cocktail lounge shall be operated the hours from 2 P.M. until 2 A.M. daily through the entire year, with no closed day or season.

That the party of the second part will work and manage said cocktail lounge for a period of five years for the party of the first part, under her control, direction and at her option.

EXHIBIT "A"  
Page 2

That the party of the second part will receive as her compensation for her services as manager of said cocktail lounge, during such time she works as such manager, twenty-five per cent (25%) of the net profits earned from the operation of said cocktail lounge.

That the party of the second part shall draw against her compensation, as she sees fit, any sum up to and including the sum of \$200.00 monthly.

That the determination, accounting and division of the said profits of said cocktail lounge shall be made as of the first day of each year by a certified public accountant who shall also have made the audit of all books pertaining to said cocktail lounge.

IN WITNESS WHEREOF, the parties hereto have set their hands on this the day and year herein above first set out.

Signed: Mary C. Harden.

Signed: Gladys Totty.

STATE OF ALABAMA

BALDWIN COUNTY

I, ARTHUR C. EPPERSON, a Notary Public in and for said State of Alabama, at large, hereby certify that on this day came before me the within named Mary C. Harden and Mrs. Gladys Totty, who are known to me, both of whom acknowledged that each individually knowing the contents of the above instrument signed the same voluntarily on the day the same bears date.

In witness wherefore I hereunto set my hand and seal of office this the 21 day of February, 1953.

Notary Public, State of Alabama  
at Large.

Signed: Arthur C. Epperson  
My commission expires Feb. 28, 1955.

SEAL-Arthur C. Epperson,  
Notary Public, Alabama  
State at Large.



Write for Reservations

Hubert and Frances White.

WHITE'S BY - THE- SEA  
Open all year

single units with two bedrooms, modern and  
completely equipped  
GULF SHORES, ALABAMA.

June 11th, 1953.

Mrs. Mary C. Harden.

I, Gladys M. Totty wish to resign from my position as hostess  
of Canal Cocktail Lounge in order to get married. I do this of my own  
free will.

Signed: Mrs. Gladys M. Totty.

Signed: Sue Bibb Johnson.

EXHIBIT "B"

*Demurrers* H. H.

GLADYS M. TOTTY  
Complainant

VS

MARY C. HARDEN and  
HOWARD HARDEN,  
Respondents

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
IN EQUITY

Comes the respondent Howard Harden and demurs to the bill of complaint as a whole and for grounds of demurrer sets down and assigns the following separately and severally:

1. There is no equity in the bill.
2. The averments of the bill are, vague, indefinite and uncertain.
3. The bill is multifarious in that there <sup>is</sup> a misjoinder of parties respondents.
4. It is not alleged that there is any money due from the respondent to the complainant.
5. It is not alleged that respondent agreed to convey or allow the respondent any title or property right in or to the property or business.
6. It is not alleged that the <sup>complainant</sup> ~~respondent~~ has any property right or title to the property or business.
7. It is not alleged that the respondent breached any contract or agreement between the complainant and respondent.
8. It is not alleged that the complainant has kept and performed her part of the agreement and contract.
9. It is not alleged under what terms and conditions the check was endorsed over to the respondent Mary C. Harden.
10. For aught that appears from the complaint the money turned over to the respondent was a gift.
11. For aught that appears from the bill of complaint the money turned over to the respondent was a loan.

Respondent now demurs to that aspect of the bill seeking to establish an equitable interest in the real property and improvements and for grounds of demurrer separately and severally assigns the following:

1. There is no equity in said aspect of the bill.
2. The averments of said aspect of the bill are vague, indefinite, and uncertain.
3. It is not alleged that the <sup>complainant</sup> ~~respondent~~ has any property right, title or interest in or to the real property or improvements.
4. It is not alleged that the respondent agreed to convey or allow any right, title or interest in or to the real property, business, or improvements, to the complainant.
5. It is not alleged that the respondent breached any contract or agreement between the respondent and complainant.



6. It is not alleged that there is any money or thing due from the respondent to the complainant.
7. It is not alleged that the complainant understood, thought or believed in any manner or form that she was in any way entitled to or had any right, title or interest in the real property, business or improvements thereon.
8. For aught that appears from this aspect of the bill any money turned over to the respondent by the complainant was a gift or loan.
9. It is not alleged that the respondent has breached any contract or agreement between the respondent and complainant.

Respondent now demurs to that aspect of the bill of complaint seeking to establish a joint adventure and tenancy in common in and to the real property and the improvements thereon and for grounds of demurrer separately and severally assigns the following:

1. There is no equity in said aspect of the bill.
2. The averments of said aspect of the bill are vague, indefinite, and uncertain.
3. It is not alleged that the complainant and respondent entered into an agreement to establish a joint tenancy, or tenancy in common.
4. It is not alleged in said bill that the complainant and respondent entered into a joint tenancy by agreement, fact or implication.
5. It is not alleged in said bill that the complainant has any property right, title, or interest in or to the real property, improvements or business thereon.
6. It is not alleged in said aspect of said bill that the complainant and respondent entered into a joint adventure, either by fact, implication, or agreement.
7. It is not alleged in said aspect of said bill that the complainant has kept and performed her part of the agreement or contract.
8. It is not alleged in said aspect of said bill that the respondent has breached any contract or agreement with the complainant.
9. For aught that appears from the said aspect of the bill, the money turned over to the respondent was a gift, or a loan.

Respondent now demurs to that aspect of the bill of complaint seeking to establish a debt from the respondent to the complainant, and for grounds of demurrer separately and severally assigns the following:

1. There is no equity in said aspect of the bill.
2. It is not alleged in said aspect that a demand was made for said Money.
3. It is not alleged in said aspect that any money is due the complainant from the respondent.
4. Paragraphs six, seven and eight are repugnant and inconsistent with the prayer for relief.

*Arthur C. Epperson*  
Solicitor for Respondent.

THE RESPONDENTS DEMAND A  
TRIAL BY JURY.

*Arthur C. Epperson*  
Solicitor for Respondents.



not entitled to know the extent of his liability for the  
.transmission and to inquire and

to figure, bootstrapping financials and fair value for all. The  
you are not as yet and not to remain as it revealed  
last and in factoring to all the right was but to at delisting  
\* provided information to account. \*Voting

[illegible]

testimonies and testimony and that people for all.

These findings to fill all to suggest that of around von Neumann  
Last set of data at common in regard the findings that a facilitates of anti  
restrains returns to common yet has persistent phenomena and the progress  
involves editing and involves the

There is no record of the Will.  
Will sent to Joseph Blue in village on 21 April.  
atintendent, August 22. Will sent to Joseph Blue to attend to him.  
atintendent, August 22. Will sent to Joseph Blue to attend to him.

because the program has financial problems for all of  
the countries to. The program has a deficit of money as well  
as the program.

1. Introduction  
 2. Background  
 3. Methodology  
 4. Results  
 5. Conclusion  
 6. References  
 7. Appendix  
 8. Glossary  
 9. Index  
 10. Table of Contents  
 11. Summary  
 12. Abstract  
 13. Keywords  
 14. Subject Headings  
 15. Notes  
 16. Footnotes  
 17. Endnotes  
 18. References  
 19. Appendix  
 20. Glossary  
 21. Index  
 22. Table of Contents  
 23. Summary  
 24. Abstract  
 25. Keywords  
 26. Subject Headings  
 27. Notes  
 28. Footnotes  
 29. Endnotes  
 30. References  
 31. Appendix  
 32. Glossary  
 33. Index  
 34. Table of Contents  
 35. Summary  
 36. Abstract  
 37. Keywords  
 38. Subject Headings  
 39. Notes  
 40. Footnotes  
 41. Endnotes  
 42. References  
 43. Appendix  
 44. Glossary  
 45. Index  
 46. Table of Contents  
 47. Summary  
 48. Abstract  
 49. Keywords  
 50. Subject Headings  
 51. Notes  
 52. Footnotes  
 53. Endnotes  
 54. References  
 55. Appendix  
 56. Glossary  
 57. Index  
 58. Table of Contents  
 59. Summary  
 60. Abstract  
 61. Keywords  
 62. Subject Headings  
 63. Notes  
 64. Footnotes  
 65. Endnotes  
 66. References  
 67. Appendix  
 68. Glossary  
 69. Index  
 70. Table of Contents  
 71. Summary  
 72. Abstract  
 73. Keywords  
 74. Subject Headings  
 75. Notes  
 76. Footnotes  
 77. Endnotes  
 78. References  
 79. Appendix  
 80. Glossary  
 81. Index  
 82. Table of Contents  
 83. Summary  
 84. Abstract  
 85. Keywords  
 86. Subject Headings  
 87. Notes  
 88. Footnotes  
 89. Endnotes  
 90. References  
 91. Appendix  
 92. Glossary  
 93. Index  
 94. Table of Contents  
 95. Summary  
 96. Abstract  
 97. Keywords  
 98. Subject Headings  
 99. Notes  
 100. Footnotes  
 101. Endnotes  
 102. References  
 103. Appendix  
 104. Glossary  
 105. Index  
 106. Table of Contents  
 107. Summary  
 108. Abstract  
 109. Keywords  
 110. Subject Headings  
 111. Notes  
 112. Footnotes  
 113. Endnotes  
 114. References  
 115. Appendix  
 116. Glossary  
 117. Index  
 118. Table of Contents  
 119. Summary  
 120. Abstract  
 121. Keywords  
 122. Subject Headings  
 123. Notes  
 124. Footnotes  
 125. Endnotes  
 126. References  
 127. Appendix  
 128. Glossary  
 129. Index  
 130. Table of Contents  
 131. Summary  
 132. Abstract  
 133. Keywords  
 134. Subject Headings  
 135. Notes  
 136. Footnotes  
 137. Endnotes  
 138. References  
 139. Appendix  
 140. Glossary  
 141. Index  
 142. Table of Contents  
 143. Summary  
 144. Abstract  
 145. Keywords  
 146. Subject Headings  
 147. Notes  
 148. Footnotes  
 149. Endnotes  
 150. References  
 151. Appendix  
 152. Glossary  
 153. Index  
 154. Table of Contents  
 155. Summary  
 156. Abstract  
 157. Keywords  
 158. Subject Headings  
 159. Notes  
 160. Footnotes  
 161. Endnotes  
 162. References  
 163. Appendix  
 164. Glossary  
 165. Index  
 166. Table of Contents  
 167. Summary  
 168. Abstract  
 169. Keywords  
 170. Subject Headings  
 171. Notes  
 172. Footnotes  
 173. Endnotes  
 174. References  
 175. Appendix  
 176. Glossary  
 177. Index  
 178. Table of Contents  
 179. Summary  
 180. Abstract  
 181. Keywords  
 182. Subject Headings  
 183. Notes  
 184. Footnotes  
 185. Endnotes  
 186. References  
 187. Appendix  
 188. Glossary  
 189. Index  
 190. Table of Contents  
 191. Summary  
 192. Abstract  
 193. Keywords  
 194. Subject Headings  
 195. Notes  
 196. Footnotes  
 197. Endnotes  
 198. References  
 199. Appendix  
 200. Glossary  
 201. Index  
 202. Table of Contents  
 203. Summary  
 204. Abstract  
 205. Keywords  
 206. Subject Headings  
 207. Notes  
 208. Footnotes  
 209. Endnotes  
 210. References  
 211. Appendix  
 212. Glossary  
 213. Index  
 214. Table of Contents  
 215. Summary  
 216. Abstract  
 217. Keywords  
 218. Subject Headings  
 219. Notes  
 220. Footnotes  
 221. Endnotes  
 222. References  
 223. Appendix  
 224. Glossary  
 225. Index  
 226. Table of Contents  
 227. Summary  
 228. Abstract  
 229. Keywords  
 230. Subject Headings  
 231. Notes  
 232. Footnotes  
 233. Endnotes  
 234. References  
 235. Appendix  
 236. Glossary  
 237. Index  
 238. Table of Contents  
 239. Summary  
 240. Abstract  
 241. Keywords  
 242. Subject Headings  
 243. Notes  
 244. Footnotes  
 245. Endnotes  
 246. References  
 247. Appendix  
 248. Glossary  
 249. Index  
 250. Table of Contents  
 251. Summary  
 252. Abstract  
 25

The said individuals did find him blas in begalls for at it  
 the said law and of to in constant to. Right of the  
 persons intended to a new order.

[illegible]

"Certaiguns ont fait leur bien et payé leur part et  
 d'autres ne travaillent que pour eux-mêmes."

1. The first class of people for whom it is necessary to make a distinction is the

"I did not go to see him," said the man, "but I saw him at the door of the house."

The following is a list of the names of the persons who have been appointed to the various committees of the Board of Directors of the American Telephone and Telegraph Company, for the year ending December 31, 1910:

• street and type of building.

yard and to the other end of the road, also in the same direction.

[illegible]

after the release of the report on the new "X" advertisement.  
Teller not reviewing and

Collector for President.

UNITED STATES DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION  
WASHINGTON, D. C. 20535

FILED  
JUN 17 1954  
AUGUST 1, 1954, Register

not entitled to know the extent that he will be able to pay for the same. The amount of the same is not known until the same is paid for.

to figure, bootstrapping financials and fair value for all  
 you are not just not to remain you in revealed  
 last and in factoring to all the right was had to at delisting  
 , provided appropriate to account , Vantage

of loan<sup>a</sup>

turned over to the respondent by the complainant was a bill for money paid out to Joseph and Mary Bridges and their father John Bridges for money advanced to Joseph and Mary Bridges from this subject of the bill and money.

testimonies and photographs and that details for all of them should be furnished and referred promptly to the Bureau.

These findings to fill all to suggest that of around von Neumann  
Last set of data at common in regard the findings that a facilitates of anti  
restrains returns to common yet has positive phenomena and the progress  
involves editing and involves the

There is no record of the bill sent to Josephine in village on 21 April.

because the program has financial goals for all of the years to the year 2000, and the program is designed to be a self-sustaining program.

1. Introduction  
 2. Background  
 3. Methodology  
 4. Results  
 5. Conclusion  
 6. References  
 7. Appendix  
 8. Glossary  
 9. Index  
 10. Summary  
 11. Notes  
 12. Footnotes  
 13. Endnotes  
 14. References  
 15. Appendix  
 16. Glossary  
 17. Index  
 18. Summary  
 19. Notes  
 20. Footnotes  
 21. Endnotes  
 22. References  
 23. Appendix  
 24. Glossary  
 25. Index  
 26. Summary  
 27. Notes  
 28. Footnotes  
 29. Endnotes  
 30. References  
 31. Appendix  
 32. Glossary  
 33. Index  
 34. Summary  
 35. Notes  
 36. Footnotes  
 37. Endnotes  
 38. References  
 39. Appendix  
 40. Glossary  
 41. Index  
 42. Summary  
 43. Notes  
 44. Footnotes  
 45. Endnotes  
 46. References  
 47. Appendix  
 48. Glossary  
 49. Index  
 50. Summary  
 51. Notes  
 52. Footnotes  
 53. Endnotes  
 54. References  
 55. Appendix  
 56. Glossary  
 57. Index  
 58. Summary  
 59. Notes  
 60. Footnotes  
 61. Endnotes  
 62. References  
 63. Appendix  
 64. Glossary  
 65. Index  
 66. Summary  
 67. Notes  
 68. Footnotes  
 69. Endnotes  
 70. References  
 71. Appendix  
 72. Glossary  
 73. Index  
 74. Summary  
 75. Notes  
 76. Footnotes  
 77. Endnotes  
 78. References  
 79. Appendix  
 80. Glossary  
 81. Index  
 82. Summary  
 83. Notes  
 84. Footnotes  
 85. Endnotes  
 86. References  
 87. Appendix  
 88. Glossary  
 89. Index  
 90. Summary  
 91. Notes  
 92. Footnotes  
 93. Endnotes  
 94. References  
 95. Appendix  
 96. Glossary  
 97. Index  
 98. Summary  
 99. Notes  
 100. Footnotes  
 101. Endnotes  
 102. References  
 103. Appendix  
 104. Glossary  
 105. Index  
 106. Summary  
 107. Notes  
 108. Footnotes  
 109. Endnotes  
 110. References  
 111. Appendix  
 112. Glossary  
 113. Index  
 114. Summary  
 115. Notes  
 116. Footnotes  
 117. Endnotes  
 118. References  
 119. Appendix  
 120. Glossary  
 121. Index  
 122. Summary  
 123. Notes  
 124. Footnotes  
 125. Endnotes  
 126. References  
 127. Appendix  
 128. Glossary  
 129. Index  
 130. Summary  
 131. Notes  
 132. Footnotes  
 133. Endnotes  
 134. References  
 135. Appendix  
 136. Glossary  
 137. Index  
 138. Summary  
 139. Notes  
 140. Footnotes  
 141. Endnotes  
 142. References  
 143. Appendix  
 144. Glossary  
 145. Index  
 146. Summary  
 147. Notes  
 148. Footnotes  
 149. Endnotes  
 150. References  
 151. Appendix  
 152. Glossary  
 153. Index  
 154. Summary  
 155. Notes  
 156. Footnotes  
 157. Endnotes  
 158. References  
 159. Appendix  
 160. Glossary  
 161. Index  
 162. Summary  
 163. Notes  
 164. Footnotes  
 165. Endnotes  
 166. References  
 167. Appendix  
 168. Glossary  
 169. Index  
 170. Summary  
 171. Notes  
 172. Footnotes  
 173. Endnotes  
 174. References  
 175. Appendix  
 176. Glossary  
 177. Index  
 178. Summary  
 179. Notes  
 180. Footnotes  
 181. Endnotes  
 182. References  
 183. Appendix  
 184. Glossary  
 185. Index  
 186. Summary  
 187. Notes  
 188. Footnotes  
 189. Endnotes  
 190. References  
 191. Appendix  
 192. Glossary  
 193. Index  
 194. Summary  
 195. Notes  
 196. Footnotes  
 197. Endnotes  
 198. References  
 199. Appendix  
 200. Glossary  
 201. Index  
 202. Summary  
 203. Notes  
 204. Footnotes  
 205. Endnotes  
 206. References  
 207. Appendix  
 208. Glossary  
 209. Index  
 210. Summary  
 211. Notes  
 212. Footnotes  
 213. Endnotes  
 214. References  
 215. Appendix  
 216. Glossary  
 217. Index  
 218. Summary  
 219. Notes  
 220. Footnotes  
 221. Endnotes  
 222. References  
 223. Appendix  
 224. Glossary  
 225. Index  
 226. Summary  
 227. Notes  
 228. Footnotes  
 229. Endnotes  
 230. References  
 231. Appendix  
 232. Glossary  
 233. Index  
 234. Summary  
 235. Notes  
 236. Footnotes  
 237. Endnotes  
 238. References  
 239. Appendix  
 240. Glossary  
 241. Index  
 242. Summary  
 243. Notes  
 244. Footnotes  
 245. Endnotes  
 246. References  
 247. Appendix  
 248. Glossary  
 249. Index  
 250. Summary  
 251. Notes  
 252. Footnotes  
 253. Endnotes  
 254. References  
 255. Appendix</

The said individuals did find him blas in begalls for at it  
 the said law and of to in constant to ellys thight of the  
 the said standard to a new one

[illegible][illegible][illegible]

"I did not go to see him," said the man, "but I saw him at the door of the house."

The following is a list of the names of the persons who have been appointed to the various committees of the Board of Directors of the American Telephone and Telegraph Company, for the year ending December 31, 1910:

• street and type of building.

yard was to have been done by the time the house was built.

"En algunos del año al menos que tanto pocas días ni de ellas por el si  
 .habíanse en el norte."

after the release of the report on the new "X" advertisement.  
Teller not responding.

Collector for President.

UNITED STATES DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION  
WASHINGTON, D. C. 20535



BILL OF COMPLAINT

TO THE HONORABLE HUBERT M. HALL, JUDGE OF THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA, SITTING IN EQUITY:

Gladys M. Totty, as complainant, presents this Bill of  
Complaint against Mary C. Harden and Howard Harden, and complains  
and shows unto the court and your Honor as follows:

1. The complainant is over twenty-one years of age and  
a resident of Memphis, Tennessee. The respondents are each over  
twenty-one years of age and residents of Baldwin County, Alabama.

2. On or about the last part of March or the early part  
of April in 1953, the complainant had received a check from the  
United States of America in the sum of Ten Thousand Dollars  
(\$10,000), which was the proceeds of a National Service Life In-  
surance Policy on the life of Robert A. Totty, the deceased husband  
of the complainant.

At about the said time the respondent, Mary C. Harden,  
who owns the following described real property situated in Baldwin  
County, Alabama, to-wit:

Lots One (1), Two (2) and Three (3) in Block One  
(1) in the subdivision known as Southport Unit of  
Gulf Shores, according to the official map or plat  
thereof, which is recorded in Map Book 1 at page  
151, Baldwin County, Alabama Records,

talked with the complainant and told her, in substance, that she  
was erecting a cocktail lounge on the above described property,  
and that if the complainant would deliver the said check to her  
that it would be used in erecting a cocktail lounge on the said  
property within a stipulated period of time, which cocktail lounge  
was to be modern and properly air conditioned. The complainant,  
relying on the representations of the said respondent, Mary C.  
Harden, endorsed and delivered to her the said check for Ten Thous-  
and Dollars (\$10,000), which was used in paying a part of the cost  
of erecting and air conditioning the said cocktail lounge which is  
situated on the above described property and is a part of the im-  
provements situated thereon. As a part of the agreement between  
the complainant and the said Mary C. Harden, the complainant was to  
receive Two Hundred Dollars (\$200) per month and one-fourth ( $\frac{1}{4}$ ) of

300

4 PAGE

59



the proceeds or profits from the said cocktail lounge.

3. On or about May 10, 1953, the complainant, at the request of the respondent, Howard Harden, delivered to him Twelve Hundred Dollars (\$1200) in cash and at the time of the said delivery of the said funds the said Howard Harden told complainant that it was to be used to make a payment on the air conditioning system that had been put in the cocktail lounge that was being built on the above described property.

4. The respondents have not at any time repaid to the complainant any part of the said funds so advanced by her, nor have they or either of them made the monthly payments from the income of the said cocktail lounge which they agreed to make at the time the respective payments were made to them.

5. Complainant further alleges that the respondents have failed to convey to her any interest in the above described real property, and further alleges that the said real property cannot be equitably divided without a sale for division.

It has been necessary for the complainant to employ J. B. Blackburn of Bay Minette, Alabama, an Attorney at Law and Solicitor in Chancery, practicing in Baldwin County, Alabama, to represent her in this proceeding and further alleges that any fee due to him for services in securing a sale for division of the above described property should be a common charge on the interest of all parties to this proceeding.

6. The complainant claims of the respondent, Mary C. Harden, the sum of Ten Thousand Dollars (\$10,000) for money on, to-wit, the 1st day of April, 1953, received by the respondent to the use of the complainant, which sum of money with the interest thereon is still unpaid and is the property of the complainant.

7. The complainant claims of the respondent, Howard Harden, the sum of Twelve Hundred Dollars (\$1200) for money on, to-wit, the 10th day of May, 1953, received by the respondent to the use of the complainant, which sum of money with the interest thereon is still unpaid and is the property of the complainant.

BDDM

4  
PAGE  
60



8. The complainant claims of the respondents, Mary C. Harden and Howard Harden, the sum of Eleven Thousand Two Hundred Dollars (\$11,200) for money on the 1st day of April, 1953, and the 10th day of May, 1953, received by the respondents to the use of the complainant, which sum of money with the interest thereon is still unpaid and is the property of the complainant.

#### PRAYER FOR PROCESS

Complainant prays that the court will take jurisdiction of this Bill of Complaint and that the usual process of this court be forthwith issued to the respondents, requiring them and each of them to appear and plead to, answer or demur to this Bill of Complaint within the time and under the pains and penalties prescribed by law.

#### PRAYER FOR RELIEF

Complainant prays for the following separate and several relief:

1. That on the final hearing of this case it be Ordered, Adjudged and Decreed that the complainant owns an equitable interest in the above described real property and the improvements thereon in an amount equal to the said advances made by her; that it be Adjudged and Decreed that the relation of the parties to this suit, as set out above, was sufficient to result in a joint adventure and establish a tenancy in common in and to the above described property and the improvements situated thereon between the complainant and the respondent, Mary C. Harden, and that the said property be ordered sold for division between complainant and the said Mary C. Harden.

2. That it be Ordered, Adjudged and Decreed that the sum of Twelve Hundred Dollars (\$1200), which was advanced by the complainant to the respondent, Howard Harden, was in truth and fact an advancement made for the benefit of the said joint adventure, and



that the complainant's interest in the above described property be increased because of the said payment.

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

J. B. Blackburn

The complainant, Gladys M. Totty, being a non-resident of the State of Alabama, I hereby acknowledge myself security for the costs of this proceeding.

J. B. Blackman

2345

BOOK 4 PAGE 62

たて、ち、の

2



STATE OF ALABAMA

BALDWIN COUNTY

THIS AGREEMENT, made and entered into on this the 21 day of February 1953, executed in duplicate, by and between MARY C. HARDEN, hereinafter referred to as the party of the first part and MRS. GLADYS TOTTY, hereinafter referred to as the party of the second part, WITNESSETH:

That for and in consideration of the covenants and agreements from the party of the first part to the party of the second part and from the party of the second part to the party of the first part, as hereinafter contained, it is mutually agreed by and between the parties hereto as follows:

That the party of the first part, who is the owner and operator of the place of business known as the Canal Cafe and Cottages, at Gulf Shores, Alabama, will construct joining to and adjacent to the building used for the cafe, and restaurant, an addition to said building for the purpose of operating a cocktail lounge.

That the party of the first part will as soon as can conveniently be done, after the signing of this agreement, negotiate for the construction of said addition, the same to be completed in a reasonable length of time from this date.

That the said addition to said Canal Cafe, shall be known and operated as the Canal Cafe Cocktail Lounge.

That the cocktail lounge shall be operated the hours from 2 P.M. until 2 A.M. daily through the entire year, with no closed day or season.

That the party of the second part will work and manage said cocktail lounge for a period of five years for the party of the first part, under her control, direction and at her option.

EXHIBIT "A"

Page 2

That the party of the second part will receive as her compensation for her services as manager of said cocktail lounge, during such time she works as such manager, twenty-five per cent (25%) of the net profits from the operation of said cocktail lounge.

That the party of the second part shall draw against her compensation, as she sees fit, any sum up to and including the sum of \$200.00 monthly.

That the determination, accounting and division of the net profits of said cocktail lounge shall be made as of the first day of each month by a certified public accountant who shall also have made the audit of the books pertaining to said cocktail lounge.

IN WITNESS WHEREOF, the parties hereto have set their hands on this the day and year herein above first set out.

Signed: Mary C. Harden

Signed: Gladys Totty

STATE OF ALABAMA

BALDWIN COUNTY

I, ARTHUR C. EPPERSON, a Notary Public in and for said State of Alabama, at large, hereby certify that on this day came before me the within named Mary C. Harden and Mrs. Gladys Totty, who are known to me, both of whom acknowledged that each individually knowing the contents of the above instrument signed the same voluntarily on the date same bears date.

In witness wherefore I hereunto set my hand and seal of office on this the 21 day of February, 1953.

Notary Public, State of Alabama  
at Large.

Signed: Arthur C. Epperson  
My commission expires Feb

SEAL-Arthur C. Epperson,  
Notary Public, Alabama  
State at Large.

225

Write for Reservations

Hubert and Frances White.

**WHITE'S BY - THE - SEA**  
Open all year

single units with two bedrooms, modern and  
completely equipped  
**GULF SHORES, ALABAMA.**

June 11th, 1953.

Mrs. Mary C. Harden.

I, Gladys M. Totty wish to resign from my position as hostess  
of Canal Cocktail Lounge in order to get married. I do this of my own  
free will.

Signed Mrs. Gladys M. Totty.

Signed: Sue Bibb Johnson.

**EXHIBIT "B"**