

3572

C. A. RUFFLES and
MRS. CHAS. A. RUFFLES,

Complainants

vs.

GOLDEN SLIPPER DRIVE INN,
a limited partnership,

A. L. McCUE and
ADAIR W. McCUE

STAPLETON AND STAPLETON,
a partnership

PRITCHARD GLASS COMPANY,
a corporation

GARLAND STEPHENS, and

FAIRHOPE TITLE AND SURVEY
COMPANY,

Respondents

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

IN EQUITY

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

Comes the complainants, C. A. Ruffles and Mrs. Chas A. Ruffles and shows to this Honorable Court the following:

FIRST:

That they are over the age of twenty-one years and resident citizens of Fairhope, Baldwin County, Alabama; that there is no record in the Probate Court of Baldwin County, Alabama of a limited partnership known as Golden Slipper Drive Inn, however a contract was executed in that name with the Complainants by A. L. McCue, who signed as President; that A. L. McCue is over the age of twenty-one years, and is not now residing in the State of Alabama, and his place of residence and post office address cannot be obtained after diligent inquiry; that Adair W. McCue is over the age of twenty-one years and a resident of Fairhope, Baldwin County, Alabama; that Stapleton and Stapleton is a partnership in Fairhope, Baldwin County, Alabama; that Pritchard Glass Company, is a corporation of Mobile County, Alabama; that Garland Stephens is a resident of Fairhope, Alabama; and that Fairhope Title and Survey Company is believed by Complainants to be a partnership of Fairhope, Alabama; that all of the Respondents hereinabove names are either corporate entities or individuals over the age of twenty-one years.

SECOND:

Complainants further show unto the Court that they are the owners in fee simple of the real estate in Baldwin County, Alabama described as follows, viz: Lot 19 of Block 16 in the Volanta Addition to the Town of Fairhope as recorded as shown by a plat of record in the Office of the Judge of Probate of Baldwin County, Alabama; that as such owners they entered into a lease and agreement on the 21st day of April, 1955 with A. L. McCue, who executed the lease in the following manner: Gold Slipper Drive Inn, a limited partnership, by A. L. McCue, President, a copy of which lease is attached hereto and specifically made a part hereof, being marked "Exhibit A".

THIRD:

That at the time of the execution of the lease and agreement, C. A. Ruffles, one of the Complainants herein, demanded of A. L. McCue the names of the members of the partnership, and was informed by the said A. L. McCue that the partnership was then composed of, or to be composed of, he and his wife, Adair W. McCue, and on this belief and information the contract was executed by the Complainants.

FOURTH:

That in accordance with the terms and conditions of the lease and agreement attached as "Exhibit A", Respondent, A. L. McCue, entered into certain agreements for improvement and betterment of said property, and certain work was done and materials furnished for which no payment has been made, and on which affidavits of lien have been filed for record in the office of the Judge of Probate of Baldwin County, Alabama. The amounts which are due, and the persons, firms, or corporations to whom due, according to the best knowledge, information and belief of the Complainants are as follows: Stapleton and Stapleton, contractors - \$1,248.00, Pritchard Glass Company, for plate glass - \$400.00, Garland Stephens for electrical work \$461.48, Fairhope Title and Survey Company \$25.00 for survey. Complainants further show that these are the only sums due and unpaid for work and labor done, or materials furnished on the property.

FIFTH:

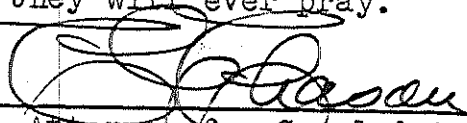
Complainants further show to the Court that more than thirty days ago A. L. McCue, who had been in possession of the property from the 21st day of April, 1955 under and by virtue of the lease and agreement shown as "Exhibit A", abandoned said property, and departed from the State of Alabama, and has not for more than two months paid the rental due on said property as provided in said lease and agreement. Complainants further show that they have been unable to ascertain his whereabouts after diligent inquiry, nor has anyone come forward claiming possession of the property, or tendered payments of rental as a member of the partnership or as "Golden Slipper Drive Inn, a limited partnership. Complainants further show that Adair W. McCue has denied any connection with said partnership, and has verbally disclaimed any interest in said property or liability for the payments of rental, or for the payment of the sums due for work and labor as hereinabove provided.

SIXTH:

Complainants further show that additional sums must be spent to complete the work necessary to put the property in proper, rentable condition, and Complainants have agreed with the lien claimants hereinabove specified to make payment of the sums due as herein set out upon being assured that the contract and agreement marked "Exhibit A" having been breached, is of no force and effect, and that Complainants now have full right and possession to said property. Complainants have also, and do hereby offer to do equity in the premises.

THE PREMISES CONSIDERED, the Complainants pray that the Respondents named hereinabove be made parties defendant to this cause by the usual process of this Honorable Court, and that the said A. L. McCue, being a non-resident, be served by publication as in the statutes and rules of practice provided. Complainants further pray that the Respondents be required to plead, answer, and demurr within the time required by law, or that a decree pro confesso may be taken against them. Complainants thereupon pray that they be granted the following relief. 1. That the lease and agreement hereto attached marked "Exhibit A" be declared forfeited, null,

void, and of no force and effect, and that they be declared as having an unqualified right of possession against Golden Slipper Drive Inn, a limited partnership, or any members, or partners thereof, if any, and A. L. McCue, and that they be declared the owner of all improvements on said property whether thereto attached or not. 2. That upon payment to the lien claimants herein made Respondents, in the amounts as herein set out, that their liens and claims be declared cancelled, and that they be directed to cancel and show satisfied and discharged the affidavits of claim of record in the office of the Judge of Probate of Baldwin County, Alabama. 3. That Claimants be allowed to sell and dispose of any property on the premises to apply to the payment of the indebtedness. 4. That they be granted such other, further, different, or general relief as to the Honorable Court may seem just and proper as in duty bound they will ever pray.


Attorney for Complainants

STATE OF ALABAMA
BALDWIN COUNTY

THIS AGREEMENT, made and entered into on this the 21st day of April, 1955, by and between C. A. Ruffles and wife Mrs. Charles A. Ruffles hereinafter referred to as the Lessors and Golden Slipper Drive-In, a limited partnership, hereinafter referred to as the Lessee, WITNESSETH: The Lessors for and in consideration of the rent to be paid, have and do hereby demise and lease to the Lessee, that certain property situated in Baldwin County, Alabama, and more specifically described as follows together with the buildings, and other appurtenances thereunto;

Lot 19 of Block 16 in the volanta addition to the Town of Fairhope as recorded by plat in the office of the Judge of Probate of Baldwin County, Alabama.

1.

This lease shall be in effect on the 1st day of May, 1955, and shall terminate on the 30th day of April, 1956, provided however that the said lessee shall have and by these presents for a valuable consideration acknowledged herewith an option to renew said lease from year to year for nine additional years with the following provisions; that the rentals shall be for the life of the original lease of one year \$20.00 per month and upon the exercise of the option \$20.00 per month for each of four succeeding years aggregating a total of five years at such monthly rental, that upon the exercise of the option for the sixth year said rents shall increase to \$22.50 per month during the sixth year; and upon the exercise of the said option for the seventh year said rentals shall be \$25.00 per month with a like increase of \$2.50 per month to be increased annually until said rentals shall on the 10th year be \$32.50 per month all of which shall be payable on the 1st of each month during the exercise of the said annual option specified herein.

2.

The lessor agrees that the lessee shall have the right to remodel the building now situated on the property to suit the needs of the lessee and further agrees that the said lessee may erect according to the discretion of the lessee, build on the structure as may be required in the operation of the business carried on

upon this property, that all buildings erected on said property shall become the property of the said lessor upon the termination of this lease or upon the failure of the lessee to exercise his option during the life of said options.

3.

There is excepted however from the foregoing agreement on filling station equipment which the said lessor agrees that the said lessee may remove from the premises at any time during the life of this lease or within 30 days after the termination thereof.

4.

It is further agreed between the parties that the said lessee shall have the right to sublease all or part of the property covered by this lease and that the said sub-lease shall have the rights granted originally to the lessee of this contract for that portion of the property subleased.

5.

In the event of a sale of such property it is agreed between the parties that the lessee shall have the right to purchase said property upon meeting a bona fide offer but this paragraph is not to be construed as an agreement for a force sale.

6.

It is agreed between the parties that the said lessee shall not later than thirty days before the expiration of this lease exercise his annual option in writing by sending by United States mail postage prepaid a written notice to the lessors at Fairhope, Alabama which action shall be deemed by both parties to be proper notice.

7.

It is further agreed between the parties that in the event said lessee subleases the property or any part thereof which is covered by the foregoing lease he shall immediately notify said lessors of this instrument or if said lease is to take place in the future shall give said lessors thirty days notice of the effective date of said sublease.

8.

That upon the failure of the lessee to exercise his annual option the foregoing lease shall be canceled and the lessee shall have thirty days in which to move all equipment from the premises

other than buildings presently situate thereon or erected thereon by the lessee.

IN WITNESS WHEREOF the parties having hereunto set their hands and affixed their seals on this the day and year first above mentioned.

(signed) C. A. RUFFLES
Lessor

(signed) MRS CHARLES A. RUFFLES
Wife of Lessor.

GOLDEN SLIPPER DRIVE-IN, A LIMITED PART-
nership

(signed) ByL A. L. McCUE
President

EXECUTED IN THE PRESENCE OF:

(signed) Wm. R. Ruffles, Jr.

(signed) Catherine A. Ruffles

C. A. RUFFLES and
MRS. C. A. RUFFLES

Complainants

-vs-

GOLDEN SLIPPER DRIVE INN,
A limited partnership, et al,

Respondents

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

Comes the respondent, CLAUDE W. ARNOLD, individually and doing business as FAIRHOPE TITLE AND SURVEY COMPANY, and for answer to the bill of complaint filed in this cause, says as follows:

For answer to Paragraph one of bill of complaint, respondent admits that he is a resident of Fairhope, Baldwin County, Alabama, over the age of twenty-one years.

For answer to Paragraph two, respondent admits the allegations of Paragraph two.

For answer to Paragraph three, respondent neither admits or denies the allegations.

For answer to Paragraph four, respondent states that he did surveying work on said premises under and by virtue of a contract with A. L. McCUE, doing business as the GOLDEN SLIPPER DRIVE INN, and that, as such, he is entitled to a materialman's lien in that sum for work done and has filed a verified statement of said lien in the Probate Court as required by law.

For answer to Paragraph five, respondent neither admits or denies that allegation.

For answer to Paragraph six, respondent admits the allegations of said paragraph.

For further answer to said bill of complaint, respondent shows that, before said lease was terminated, he had a valid lien upon the leased premises for materials and labor furnished and, together with the other respondents in said cause, offered to pay the rent under said lease so that said lease would not be void as to their liens.

WHEREFORE, respondent pray that this Court decree that he has a valid lien on the improvements on said property for his materials and labor in improving and beautifying same, and that such orders and decrees be made as to establish his leasehold rights in said land so that the improvements thereon and said land shall be paid subject to his debt, in accordance with the rules and practices of this Honorable Court, and if

said lien is paid off by the complainants in accordance with his bill,
said lien be discharged, otherwise remain in full force and effect.

Claude W. Arnold

Respondent

Edgar J. [Signature]

Attorney for Respondent

3572

ANSWER TO
BILL OF COMPLAINT

C. A. RUFFLES AND MRS. C.A.
RUFFLES,
Complainants,

-vs-

GOLDEN SLIPPER DRIVE INN,
A limited partnership, et al,
al,

RESPONDENTS

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

IN EQUITY

FILED
JUL 25 1955

ALICE J. DUCK, Register

8601. Motion For Decree Pro Confesso on Publication.

B.T.-10-46-200

THE STATE OF ALABAMA, }

Baldwin County }

CIRCUIT COURT, IN EQUITY

No. _____, Term, 19____

C. A. RUFFLES and MRS. CHARLES A. RUFFLESComplainant S

Vs.

GOLDEN SLIPPER DRIVE-INN, a Limited Partnership, et al Defendant SMotion is hereby made for a Decree Pro Confesso against Golden Slipper Drive-Inn,

a Limited Partnership, and A. L. McCue, individually and Defendant S
as President of the Golden Slipper Drive-Inn
 in the annexed stated cause, on the ground that more than thirty days have elapsed since the perfec-
 tion of publication was made under the order of this Court; and it having been shown by due proof to
 the Court that said Defendant is a non-resident of the State of Alabama, and has failed to answer,
 plead or demur to the Bill in this cause, to the date hereof.

This

26th

day of

February, 1957.

746 Code

[Signature]Solicitor Gr.

No. _____ Page _____

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT, IN EQUITY

C. A. RUFFLES and MRS. CHARLES
A. RUFFLES,

Complainant S

Vs.

GOLDEN SLIPPER DRIVE-IN, a

Limited Partnership, et al

Defendant S

Motion for Decree Pro Confesso
On Publication

Filed FILED, 19

FEB 17 1957

Register.

Recorded in _____ Record

Vol. _____ Page _____

Register.

The Baldwin Times, Bay Minette, Ala.

C. A. RUFFLES and
MRS. CHAS. A. RUFFLES,

Complainants

vs.

GOLDEN SLIPPER DRIVE INN,
a limited partnership,

A. L. McCUE and
ADAIR W. McCUE

STAPLETON and STAPLETON,
a partnership

PRITCHARD GLASS COMPANY,
a corporation

GARLAND STEPHENS, and

FAIRHOPE TITLE AND SURVEY
COMPANY,

Respondents

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

ORDER OF PUBLICATION

In this cause, it appearing to the Register from the affidavit of G. C. Chason, attorney for the Complainants, that the Respondent A. L. McCue, individually and as President of the Golden Slipper Drive Inn, a limited partnership, is a non-resident of the State of Alabama; that his residence and post office address are unknown; and that he is over the age of twenty-one years, it

IT IS THEREFORE ORDERED that publication be made once a week for four consecutive weeks in the Onlooker, a newspaper published in Baldwin County, Alabama, requiring the said A. L. McCue, individually and as President of the Golden Slipper Drive Inn, a limited partnership, to plead, answer, or demurr to the Bill of Complaint in this cause by the 23rd of August, 1955, or in default thereof 30 days thereafter, a decree pro confesso may be taken against A. L. McCue and Golden Slipper Drive Inn, a limited partnership.

Done this the 19 day of July, 1955.


Register

STATE OF ALABAMA

BALDWIN COUNTY

Before me, FRANCES G. MALLORY a Notary Public in and for said County in said State, personally appeared C. G. Chason, who is known to me and who after being by me first duly and legally sworn deposes and says under oath as follows: That his name is C. G. Chason; that he is an attorney-at-law, licensed to practice in Baldwin County, Alabama, and is attorney for C. A. Ruffles and Mrs Charles A. Ruffles, who are Complainants in an equity proceeding against A. L. McCue and others now pending in the Circuit Court of Baldwin County, Alabama in Equity; that as such attorney, he has made diligent inquiries to locate any members of a partnership known as Golden Slipper Drive Inn, a limited partnership, and find no such member, and no partnership of record as a limited partnership, in the Probate records of Baldwin County, Alabama as provided by law; that in his opinion, and from his information and inquiries he states that A. L. McCue, who held himself forth as President of said partnership, is the only person to be served with process in behalf of said partnership; that A. L. McCue is a non-resident of the State of Alabama, and that his present location and post office address cannot be obtained after diligent inquiry; that this affidavit is made for the purpose of securing an order of service of process by publication on A. L. McCue individually, and on A. L. McCue as President of Golden Slipper Drive Inn, a limited partnership, and therefore on said partnership.

Affiant further states that A. L. McCue is over the age of twenty-one years.

Sworn to and subscribed before
me, a Notary Public, on this
the 18th day of July, 1955.

Frances G. Mallory
Notary Public, Baldwin County
State of Alabama

Decree Pro Confesso of Publication.

MPCO

THE STATE OF ALABAMA, }
BALDWIN COUNTY

CIRCUIT COURT, IN EQUITY

No. _____, Term, 19____

C. A. RUFFLES and MRS. CHARLES A. RUFFLES Complainant S

Vs.

et al,

GOLDEN SLIPPER DRIVE-INN, a Limited partnership, / Defendant S

In this cause it appears to the Register Alice J. Duck that the order of publication heretofore made in this cause, was published for four consecutive weeks, commencing on the _____ day of _____, 19____, in the _____ a newspaper published in _____, Alabama, that a copy of said order was posted at the Court House door in Baldwin County, on the _____ day of _____ 194____ and _____

And it now further appearing to the Register Alice J. Duck that the said Golden Slipper Drive-Inn, a Limited Partnership, and A. L. McCue, individually, and as President of the Golden Slipper Drive-Inn

having, to the date hereof, failed to demur, plead to, or answer the Bill of Complaint in this cause, it is now, therefore, on motion of Complainant S, ordered and decreed by the Register Alice J. Duck that the Bill of Complaint in this cause be, and it hereby is in all things taken as confessed against the said Golden Slipper Drive-Inn, a Limited Partnership, and A. L. McCue, individually, and as President of the Golden Slipper Drive-Inn

This 27 day of Feb 1957Alice J. Duck Register.

No. _____ Page _____

The State of Alabama,
BALDWIN COUNTY

CIRCUIT COURT, IN EQUITY

C. A. RUFFLES, and Mrs. Charles
A. RUFFLES,

Vs.

GOLDEN SLIPPER DRIVE-INN, a
Limited Partnership, et al

Decree Pro Confesso of Publication

Issued _____ 19 _____

Register.

Recorded in _____ Record

Vol. _____ Page _____

Register.

Moore Printing Co., Bay Minette, Ala.

C. A. RUFFLES AND
MRS. C. A. RUFFLES

Complainants

-vs-

GOLDEN SLIPPER DRIVE INN,
A limited partnership, et al,

Respondents

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

IN EQUITY

SATISFACTION OF LIEN

Whereas CLAUDE W. ARNOLD, doing business as Fairhope Title and Survey Company, has been paid in full for the labor and materials on the Mc Cue property by C. A. Ruffles, he hereby assigns all his right title and interest in said lien to the said C. A. Ruffles and Mrs. C. A. Ruffles and disclaims any interest in said property.

Claude W. Arnold

Sworn to and subscribed before me on this the 26th day of July,
1955.

[Signature]

Notary Public
Baldwin County, Alabama

C. A. RUFFLES AND MRS.
C. A. RUFFLES,

Complainants

-vs-

GOLDEN SLIPPER DRIVE INN,
A limited partnership,
et al.

Respondents

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

IN EQUITY

SATISFACTION OF LIEN

FILED

FEB 28 1957

ALICE A. BUCK, Registrar

C. A. RUFFLES AND
MRS. C. A. RUFFLES,

COMPLAINANTS

vs-

GOLDEN SLIPPER DRIVE INN,
A limited partnership, etal

RESPONDENTS

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

SATISFACTION OF LIEN

WHEREAS, GARLAND STEVENS has been paid in full for his labor and materials on the Mc Cue property by C. A. Ruffles, he hereby assigns all his right title and interest in said lien to the said C. A. Ruffles and Mrs. C. A. Ruffles and disclaims any interest in said property.



Sworn to and subscribed before me on this the 26th day of July, 1955.



Notary Public,
Baldwin County, Alabama

C. A. RUFFLES AND MRS.
C. A. RUFFLES,

Complainants

-vs-

GOLDEN SLIPPER DRIVE INN,
A limited partnership,
et al

Respondents

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

IN EQUITY

SATISFACTION OF LIEN

FILED

FEB 28 1957

ALICE A. BROWN, CLERK

C. A. RUFFLES and
MRS. CHAS. A. RUFFLES,
Complainant

vs.

GOLDEN SLIPPER DRIVE INN
a limited partnership, et al
Respondents

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

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

Comes now the Respondent, ADAIR W. McCUE, and for answer to the Bill of
Complaint heretofore filed in this cause says:

This Respondent claims any right, title or interest in and to the property,
the subject matter of the suit, and disclaims any connection with the alleged
lease contract set forth in the Bill of Complaint. Respondent further disclaims
any liability for the indebtedness incurred in and to the property, the subject
matter of this suit.

Now having fully answered the Bill of Complaint, this Respondent prays
that she may have judgment or decree discharging her from any and all liability,
on the basis of this her disclaimer, and that this Respondent may go hence with
her cost in this behalf expended.

Adair Worth McCue
Adair W. McCue

James H. Bailey
Attorney for Respondent

ANSWER TO BILL OF COMPLAINT

C. A. RUFFLES and MRS. CHAS.
A. RUFFLES,
Complainant

vs.

GOLDEN SLIPPER DRIVE INN,
a limited partnership, et al

Respondents

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

FILED

FEB 26 1957

ALICE A. BECK, CLERK

C. A. RUFFLES and
MRS. CHAS A. RUFFLES,
Complainants

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

vs.

IN EQUITY

GOLDEN SLIPPER DRIVE INN,
a limited partnership, et al
Respondents

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

Comes now the Respondents, STAPLETON AND STAPLETON, a partnership, by and through their attorney, Ernest M. Bailey, and for answer to the Bill of Complaint heretofore filed in this cause, says:

The Respondents acknowledge receipt of the sum of \$1243.00 to them paid by the Complainant, C. A. RUFFLES, and Respondents assign to the Complainant, C. A. RUFFLES, such right as they may have in a lien on the improvements on said property for materials, labor, rents and insurance, said leased property being the subject matter of this suit.

And for further answer to the Bill of Complaint the Respondents claim no right, title or interest in and to the property, the subject matter of this suit, and disclaim any connection with the alleged lease contract set forth in the Bill of Complaint. Respondents further disclaim any liability for the indebtedness incurred in and to the property, the subject matter of this suit.

Now having fully answered the Bill of Complaint, the Respondents pray that they may have judgment or decree discharging them from any and all liability on the basis of this their disclaimer, and that the Respondents may go hence with their cost in this behalf expended.

Ernest M. Bailey
Attorney for Respondents

C. A. RUFFLES and MRS.
CHAS. A. RUFFLES,
Complainants

vs.

GOLDEN SLIPPER DRIVE INN,
a limited partnership, et al
Respondents

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

FILED

FEB 28 1957

ALICE J. BARR, Register

C. A. RUFFLES and
MRS. CHAS. A. RUFFLES,
Complainant

vs.

GOLDEN SLIPPER DRIVE INN,
a limited partnership, et al
Respondents

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

FILED

FEB 28 1957

MRS. J. B. B. B. B.

C. A. RUFFLES and
MRS. CHAS. A. RUFFLES
Complainants

vs.

GOLDEN SLIPPER DRIVE INN,
a limited partnership, et al
Respondents

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

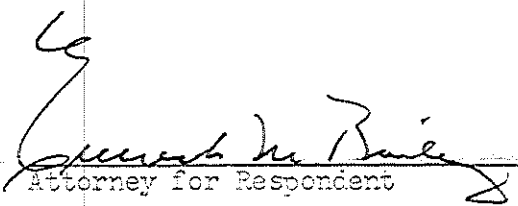
TO THE HONORABLE H. M. HALL, JUDGE OF CIRCUIT COURT, BALDWIN COUNTY, ALABAMA,
IN EQUITY:

Comes now the Respondent, RICHARD GLASS COMPANY, by and through its attorney, Ernest M. Bailey, and for answer to the Bill of Complaint heretofore filed in this cause, says:

The Respondent acknowledges receipt of the sum of \$400.00 to it paid by the Complainant, C. A. RUFFLES, and Respondent does assign to the Complainant, C. A. RUFFLES, such right as they may have in a lien on the improvements on said leased property for materials, labor, and merchandise, said property being the subject matter of this suit.

And for further answer to the Bill of Complaint the Respondent claims no right, title or interest in and to the property, the subject matter of this suit, and disclaims any connection with the alleged lease contract set forth in the Bill of Complaint. Respondent further disclaims any liability for the indebtedness incurred in and to the property, the subject matter of this suit.

Now having fully answered the Bill of Complaint, the Respondent prays that he may have judgment or decree discharging him from any and all liability on the basis of this his disclaimer, and that the Respondent may go hence with his cost in this behalf expended.


Attorney for Respondent

CECIL G. CHASON

ATTORNEY AT LAW

FOLEY, ALABAMA

February 26, 1957

Mrs. Alice J. Duck, Register
Bay Minette, Alabama

Re: C. A. Ruffles and Mrs. Charles A.
Ruffles, Complainants, -vs- Golden
Slipper Drive-In, a Limited Partner-
ship, et al, Respondents.

Dear Mrs. Duck:

I am enclosing herewith a Motion for Decree Pro Confesso
and a Decree Pro Confesso on Service by Publication against
Golden Slipper Drive-In, a Limited Partnership, and against
A. L. McCue, Individually, and as President of Golden Slipper
Drive In, a limited partnership.

Yours very truly,


C. G. Chason

CGC:fm

encls. 2

CECIL G. CHASON

ATTORNEY AT LAW

FOLEY, ALABAMA

July 18, 1955

Mrs. Alice J. Duck, Register
Bay Minette, Alabama

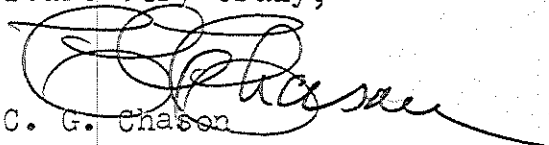
Dear Mrs. Duck:

Enclosed herewith is original of a Bill of Complaint and Affidavit in the suit of Ruffles -vs- McCue, et al.

I have been informed by Messrs. Bailey and Rickarby that they will file acceptance of service for each of the other Respondents, therefore, am sending the other copies to them.

I have authorized Publication of the Notice in the Foley Onlooker. Another copy of the Notice is enclosed and as you know, it is supposed to be placed on the front door of the Courthouse, if it can be located at this time.

Yours very truly,


C. G. Chason

CGC:fm

encls. 3

AFFIDAVIT OF PUBLICATION

I, Earle Howell

Office Manager of The Onlooker, published at
Foley, Ala., do solemnly swear that a copy of the above notice,
as per clipping attached, was published once each week in the
regular and entire edition of said newspaper, and not in any
supplement thereof, for 4 consecutive weeks, com-
mencing with the issue dated July 21, 1955, and
ending with the issue dated Aug 11, 1955

Earle Howell
Subscribed and sworn to before me this 11th day
of August, 1955

Notary Public.

MY COMMISSION EXPIRES JULY 18, 1959

THE FOLEY ONLOOKER

BALDWIN NEWS-HERALD

FOLEY, ALA.

195

HOWELL PUBLISHING CO.

HIGH QUALITY JOB PRINTING

Mr. Alvie Welch

Register

Bay Minette Ala.

BROUGHT FORWARD

July 21
" 28
Aug 4
" 11

Ruffles vs.

Golden Slipper Lenses

\$14 84

3572

Ruffled

Wieder Slipper

Wk
under Slippers

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CECIL G. CHASON

ATTORNEY AT LAW
FOLEY, ALABAMA

February 26, 1957

Mrs. Alice J. Duck, Register
Bay Minette, Alabama

Re: C. A. Ruffles, et al -vs- Golden
Slipper Drive-Inn, et al

Dear Mrs. Duck:

I am enclosing herewith the following:-

Satisfaction of Lien and disclaimer of Garland
Stephens.

Satisfaction of Lien and disclaimer of Claude
W. Arnold.

Disclaimer of Adair W. McCue.

Disclaimer of Stapleton and Stapleton.

Disclaimer of Pritchard Glass Company.

A Decree Pro Confesso has already been rendered against the
remaining Respondents.

I am also enclosing Commission to take Deposition of C. A.
Ruffles, Note of Testimony, Deposition of C. A. Ruffles and
suggested Final Decree for Judge Hall's signature. Please
submit to Judge Hall.

Yours very truly,


C. G. Chason

CGC:fm

encls. 9

*P.S. Please note Commission fee
to be taxed as part of Costs.*

ELLIOTT G. RICKARBY
(DECEASED)

LAW OFFICES
RICKARBY & RICKARBY
FAIRHOPE, ALABAMA

E. G. RICKARBY, JR.

July 23, 1955

Mrs. Alice Duck
Clerk of Circuit Court
County Court House
Bay Minette, Alabama

Dear Mrs. Duck:

In Re: Ruffles

vs

Golden Slipper Drive Inn

With this we are handing you answer of Claude W. Arnold in the above mentioned cause.

Please file and oblige.

Carbon copy of this letter together with a copy of the answer has been this day mailed to Cecil Chason, Esq., solicitor for complainant, in Foley.

Yours very truly,



EGR/rl
c/c Cecil Chason
Encl.

THE STATE OF ALABAMA

Baldwin County.

Circuit Court of Baldwin County, Alabama
(In Equity)

C. A. RUFFLES and MRS. CHAS. A. RUFFLES, Complainant S

VS.

GOLDEN SLIPPER DRIVE INN, a limited partner-Respondent S
ship, et al,

I, Frances G. Mallory

as Register and Commissioner in Chancery

have called and caused to come before me C. A. Ruffles

witness named in the Requirement for Oral Examination, on the 28th day of February,,
1957, at the office of C. G. Chason

in Foley, Alabama, and having first sworn said Witness to speak the
truth, the whole truth, and nothing but the truth, the said C. A. Ruffles

doth depose and say as follows:

That his name is C. A. Ruffles; that he is over the age of twenty-one years and a resident citizen of Baldwin County, Alabama; that he and Mrs. Chas. A. Ruffles, his wife, are the Complainants in a proceeding against Golden Slipper Drive Inn, a limited partnership, A. L. McCue, Adair W. McCue, Stapleton and Stapleton, a partnership, Pritchard Glass Company, a corporation, Garland Stephens and Fairhope Title and Survey Company; that these Respondents are either corporate entreties or individuals over the age of twenty-one years, and that personal service was had upon all except Golden Slipper Drive Inn and A. L. McCue; that there is no record in the Probate Office of Baldwin County, Alabama, of a limited partnership known as Golden Slipper Drive Inn, however, a contract and agreement was entered into between the Complainants herein and Golden Slipper Drive Inn, as a limited partnership, executed by A. L. McCue, as President; that service was perfected on the said Golden Slipper Drive Inn by Publication, and A. L. McCue, being a non-resident of the State of Alabama, and his residence and Post Office address being unknown, and not being ascertainable, service was also effected on him by Publication.

The Complainant, C. A. Ruffles, is the owner in fee simple of the real estate in Baldwin County, Alabama, described as follows, viz:- Lot 19, of Block 16, in the Volanta Addition to the Town of Fairhope, as shown on a plat of record in the Office of the Judge of Probate of Baldwin County, Alabama; that Complainants, C. A. Ruffles and wife, entered into a lease and agreement on the 21st day of April, 1955, with A. L. McCue, who signed in the following manner, "Golden Slipper Drive Inn, a limited partnership, by A. L. McCue, President". A copy of this lease and agreement was attached to the original Bill of Complaint, marked "Exhibit A", and made a part thereof. Complainant C. A. Ruffles demanded of A. L. McCue the names of the members of the partnership at the time of the execution of the lease and agreement, and was informed by the said A. L. McCue that the partnership was the composition of, or to be composed of, he and his wife, Adair W. McCue, and on this information and statement, Complainants executed the contract.

In accordance with the terms and conditions of the lease and agreement, the Respondent, A. L. McCue, entered into certain agreements with other persons, firms or corporations and had certain work done, and materials furnished to the property. Certain of these firms and persons who were made party respondents to this cause, in addition to Golden Slipper Drive Inn, A. L. McCue and Adair W. McCue, have filed claims or liens for amounts due and unpaid for work and labor done and materials furnished on the property. These firms, who were Pritchard Glass Company, Garland Stephens, Fairhope Title and Survey Company, Stapleton and Stapleton, have all been paid in full by the Complainants, although payment had not been made prior to the institution of this suit. Complainants further show to the Court that in the latter part of May, 1955, which was more than 30 days before the institution of this action, A. L. McCue, and therefore, Golden Slipper Drive Inn, abandoned the property, and for more than

ORAL EXAMINATION.

I, FRANCES G. MALLORY as Register and Commissioner hereby certify that the foregoing deposition on Oral Examination was taken down by me in writing in the words of the witness and read over to him and he signed the same in the presence of myself + C. G. Chason at the time and place herein mentioned; that I have personal knowledge of personal identity of said witness or had proom made before me of the identity of said witness; that I am not of counsel or kin to any of the parties to said cause, or any manner interested in the result thereof

I enclose the said Oral Examination in an envelope to the Register of said Court.

Given under my hand and seal, this 28th day of February, 1957

Frances G. Mallory (R.S.)

NO. PAGE

THE STATE OF ALABAMA
BALDWIN COUNTY

IN CIRCUIT COURT, IN EQUITY

vs. Complainant

Respondent.

Oral Deposition

Filed _____, 195

Register.

Recorded in

Record

Vol. _____

Page _____

Register

two (2) months had paid no rental, as was provided in the lease and agreement. Adair W. McCue has denied any connection with the said property or with the partnership, and has verbally and in writing disclaimed any connection with the lease, nor has any other person, firm or corporation, come forward to claim possession or tender payment under their name, or as a result of any interest in Golden Slipper Drive Inn.

Complainants in the suit have asked for the following relief which is believed to be proper:

1. That the lease and agreement, made "Exhibit A" to the Bill of Complaint, be declared forfeited, null and void and of no force and effect, and that Complainants be declared as having an unqualified right of possession against Golden Slipper Drive Inn, a limited partnership, or any members or partners thereof, if any, and against A. L. McCue, and the Complainants be declared owners of all improvements on said property, whether attached thereto or not.

2. That payment has been made of all the liens and claims filed against said property, and that, therefore, they be declared cancelled.

3. That in order to obtain partial redress from the expenditures made necessary by the payment of liens and claims, that Complainants be allowed to sell and dispose of any property on the premises.

Signed:

C. A. Ruffles

DEPOSITION

C. A. RUFFLES and MRS. CHAS.
A. RUFFLES,

Complainants,

-vs-

GOLDEN SLIPPER DRIVE INN, a
limited partnership, et al,

Defendants.

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IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

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FILED

FEB 28 1957

W. A. L. RICH, Registrar

THE STATE OF ALABAMA, }
BALDWIN COUNTY

CIRCUIT COURT, IN EQUITY

No. _____, Term, 19____

C. A. RUFFLES and MRS. CHAS. A RUFFLES, _____ Complainant S

Vs.

GOLDEN SLIPPER DRIVE INN, a limited partnership, et al Defendant S

In this cause it appears to the Register Alice J. Duck that the order of publication heretofore made in this cause, was published for four consecutive weeks, commencing on the _____ day of _____, 19____, in the Onlooker a newspaper published in Foley, Alabama, that a copy of said order was posted at the Court House door in Baldwin County, on the _____ day of _____, 194____ and _____

And it now further appearing to the Register Alice J. Duck that the said

GOLDEN SLIPPER DRIVE INN, a Limited partnership, and
A. L. McCUE

having, to the date hereof, failed to demur, plead to, or answer the Bill of Complaint in this cause, it is now, therefore, on motion of Complainant S, ordered and decreed by the Register Alice J. Duck

_____ that the Bill of Complaint in this cause be, and it hereby is in all things taken as confessed against the said Golden Slipper Drive Inn, a limited partnership

This _____ day of November, 19 55

Alice J. Duck Register.

No. 8572

Page _____

The State of Alabama,
BALDWIN COUNTY

CIRCUIT COURT, IN EQUITY

C. A. RUFFLES and

MRS. CHAS. A. RUFFLES

Vs.

GOLDEN SLIPPER DRIVE INN,

a limited partnership, et al

Decree Pro Confesso of Publication

Issued

11-15

1955

Aspf. Ruffles

Register.

Recorded in _____ Record

Vol. _____ Page _____

Register.

Moore Printing Co., Bay Minette, Ala.

THE STATE OF ALABAMA, }
Baldwin County }

CIRCUIT COURT, IN EQUITY

No. _____, Term, 19____

C. A. RUFFLES and MRS. CHAS. A. RUFFLES, Complainant S

Vs.

GOLDEN SLIPPER DRIVE INN, a limited partnership, et al Defendant SMotion is hereby made for a Decree Pro Confesso against Golden Slipper Drive Inn,a Limited partnership, and A. L. McCue Defendant S

in the annexed stated cause, on the ground that more than thirty days have elapsed since the perfection of publication was made under the order of this Court; and it having been shown by due proof to the Court that said Defendant is a non-resident of the State of Alabama, and has failed to answer, plead or demur to the Bill in this cause, to the date hereof.

This _____ day of November, 19 55.

746 Code

 Solicitor.

No. 3572

Page _____

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT, IN EQUITY

C. A. RUFFLES and MRS.

CHAS. A. RUFFLES

Complainant _____

Vs.

GOLDEN SLIPPER DRIVE INN,

a limited partnership, and

A. L. McCUE

Defendant S

Motion for Decree Pro Confesso
On Publication

Filed 11-15, 1935

Reice J. ...
Register.

Recorded in _____ Record

Vol. _____ Page _____

Register.

C. A. RUFFLES and MRS. CHARLESA RUFFLES,vs.GOLDEN SLIPPER DRIVE INN, ALimited partnership, et al**THE STATE OF ALABAMA****Baldwin County****IN EQUITY****Circuit Court of Baldwin County**

This cause is submitted in behalf of Complaint upon the original Bill of Complaint, _____
Motion for Decree Pro Confesso on Publication against Golden
Slipper Drive Inn, a Limited Partnership, Decree Pro Confesso on
Publication against the Respondents, Golden Slipper Drive Inn, a
Limited Partnership, and A. L. McCue, individually and as President
of the Golden Slipper Drive Inn, a Limited partnership, and
Testimony of C. A. Ruffles

and in behalf of Defendant upon Disclaimer of Adair W. McCue, Stapleton and
Stapleton, a partnership, Pritchard Glass Company, a corporation,
Garland Stephens and Fairhope Title and Survey Company

[Signature]
Subscribed for Complaintant

[Signature]
Register.

No.

THE STATE OF ALABAMA

Baldwin County

IN EQUITY

Circuit Court of Baldwin County

C. A. RUFFLES and MRS CHARLES

A. RUFFLES

vs.

GOLDEN SLIPPER DRIVE INN, a

Limited partnership, et al

NOTE OF TESTIMONY

Filed in Open Court this

day of

FILED

, 194

FEB 28 1957

ALICE J. BOCK, Register

Register.

Printed by the Baldwin Times

C. A. RUFFLES and
MRS. CHARLES A. RUFFLES,
Complainants,

-vs-

GOLDEN SLIPPER DRIVE-INN,
a Limited partnership,

A. L. McCUE and
ADAIR W. McCUE

STAPLETON and STAPLETON,
a partnership

PRITCHARD GLASS COMPANY,
a corporation,

GARLAND STEPHENS, and

FAIRHOPE TITLE AND SURVEY
COMPANY,

Respondents.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

FINAL DECREE

This cause coming on to be heard, was submitted upon Bill of Complaint, Decree Pro Confesso on Service by Publication against Golden Slipper Drive-Inn, a Limited partnership, and against A. L. McCue, individually and as President of Golden Slipper Drive-Inn, a Limited Partnership, on disclaimers by the remaining Respondents, Adair W. McCue, Stapleton and Stapleton, a partnership, Pritchard Glass Company, a corporation, Garland Stephens and Fairhope Title and Survey Company, and on Testimony as noted by the Register, and upon consideration thereof, the Court is of the opinion that the Complainants are entitled to the relief prayed for in said Bill.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the Lease and Agreement, dated April 21, 1955, by and between C. A. Ruffles and Mrs. Charles A. Ruffles, his wife, and Golden Slipper Drive-Inn, a Limited partnership, which is shown as Exhibit "A" to the Bill of Complaint, be and it is hereby declared forfeited, null, void and of no force and effect.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Complainants, C. A. Ruffles and Mrs. Charles A. Ruffles, have an unqualified right of possession as against Golden Slipper Drive-Inn, a Limited Partnership, and any and all members or

partners thereof, and against A. L. McCue, individually, and Complainants are hereby declared to be the owners of all improvements on the said property, whether attached thereto or not.

AND IT FURTHER HAVING BEEN MADE TO APPEAR to the satisfaction of the Court that the Respondent, A. L. McCue, entered into certain agreements for work, labor or materials with Stapleton and Stapleton, a partnership, Pritchard Glass Company, a corporation, Garland Stephens and Fairhope Title and Survey Company, all of whom had or claimed liens upon the property,

AND IT FURTHER HAVING BEEN MADE TO APPEAR to the satisfaction of the Court that all sums due to the persons, firms or corporations have been paid by the Complainants,

IT IS THEREFORE FURTHER ORDERED, ADJUDGED AND DECREED, that the claims or liens of Stapleton and Stapleton, a partnership, Pritchard Glass Company, a corporation, Garland Stephens and Fairhope Title and Survey Company, have been satisfied and discharged, and are therefore declared cancelled.

~~IT IS FURTHER ORDERED, ADJUDGED AND DECREED~~ that any property of Golden Slipper Drive-Inn, a Limited Partnership, or A. L. McCue, located on the premises may be sold by the Complainants, in order that they may obtain partial redress from the expenditures made necessary by the payment of liens and claims contracted for by the Respondent, A. L. McCue.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the Complainants, C. A. Ruffles and Mrs. Charles A. Ruffles, pay the Cost herein to be taxed, for which execution may issue.

DONE this the 28th day of February, 1957.

Robert M. Hall
Circuit Judge, Twenty-eighth Judicial
Circuit, In Equity Sitting

COMMISSION TO TAKE DEPOSITIONS

THE STATE OF ALABAMA,
Baldwin County.

CIRCUIT COURT

TO: FRANCES G. MALLORY

KNOW YE: that we, having full faith in your prudence and competency, have appointed you Commissioner, and by these presents do authorize you, at such time and place as you may appoint, to call before you and examine C. A. RUFFLES

as witnesses in behalf of C. A. RUFFLES in a cause pending in our Circuit Court in Baldwin County, of said State, wherein C. A. RUFFLES and MRS. C. A. RUFFLES

_____, Complainant S
and GOLDEN SLIPPER DRIVE INN, a limited partnership, et al,

_____, Respondent S

on oath, to be by you administered, upon him
to take and certify the deposition of the witness and return the same to our Court, with all convenient speed, under your hand.

Witness 28th day of February, 1957

Heicef. J. S. S. S.
Register.

Commissioner's Fee, \$ 10.00

Witness' Fees, \$ _____

No. _____

THE STATE OF ALABAMA
Baldwin County

CIRCUIT COURT

C. A. RUFFLES, and

MRS. CHAS. A. RUFFLES,

Complainant—

vs.

GOLDEN SLIPPER DRIVE INN,

a limited partnership, et al

Defendant—

COMMISSION TO TAKE DEPOSITION

COMMISSIONER

WITNESSES:

3572

Legal Notice

Notice is hereby given to C. M. Seever and his heirs or devisees, if deceased; Lizzie Ward Seever and her heirs or devisees, if deceased; the directors, stockholders and successors of Sanford Orchards Company, Inc., a dissolved corporation, and to all unknown persons, firms and corporations claiming any title to, interest in, lien or encumbrance upon the lands described below, or any part thereof, that on the 7th day of July, 1956, National Butane Company of Alabama, Inc., a corporation, filed an amended verified bill of complaint in the Circuit Court of Baldwin County, Alabama, in Equity, No. 3662 against the following lands in Baldwin County, Alabama:

Begin at the southeast corner of the northeast quarter of Section 36, Township 5 South, Range 3 East and run thence westwardly along the quarter section line 50 feet to a point on the west line of the right-of-way of the L & N Railroad; run thence north 27 degrees 37 minutes west along the west line of said right-of-way 1032 feet, more or less, to a point which is 912 feet due north of the south line of the said northeast quarter of Section 36, Township 5 South, Range 3 East for a point of beginning, at which point there is an iron fence post; from said point of beginning run due west along the north line of property heretofore transferred to Emery A. Racine 150.3 feet to a point; thence run due north along the east line of property heretofore transferred to Charles N. Taylor and wife 25 feet to a point; thence run due west along the north line of said property heretofore transferred to Taylor 150 feet to a point on the east side of U.S. Highway No. 90; thence run northwardly along the curve of the east line of said Highway to a point which is 194 feet from the preceding point, measured along a straight line; thence run north 81 degrees 30 minutes east 200 feet to a point on the west line of the right-of-way of the L & N Railroad; thence run south 27 degrees 37 minutes east along the west side of said right-of-way 275.2 feet to the point of beginning, all as per plat of survey made by Claude W. Arnold, dated June 27, 1955, revised May 12, 1956, and recorded in Map Book 4, page 218 of the records in the office of the Judge of the Probate Court of Baldwin County, Alabama;

And against the above mentioned C. M. Seever and his heirs or devisees, if deceased; Lizzie Ward Seever and her heirs or devisees, if deceased; the directors, stockholders and successors of Sanford Orchards Company, Inc., a dissolved corporation; and all unknown parties claiming any title thereto, or interest therein, or lien or encumbrances upon said lands or any part thereof. Complainant in said bill of complaint claims title to said lands in its own right, in fee simple, and complainant prays therein that the Court will decree that C. M. Seever and his heirs or devisees, if deceased, Lizzie Ward Seever, and her heirs or devisees, if deceased, the directors, stockholders and successors of Sanford Orchards Company, Inc., and those made respondents as unknown parties have no title to, interest in, or lien or encumbrance upon said lands and that the Court will establish complainant's title thereto and clear up all doubts and disputes concerning the same.

Complainant claims title to said lands under and by virtue of a deed from Ary VanBendegom and Saberey V. VanBendegom to complainant, dated July 12, 1955 and recorded in Deed Book 223, page 366 of the records in the office of the Judge of the Probate Court of Baldwin County, Alabama; correction deed from said VanBendegoms to complainant dated February 20, 1956 and recorded in Deed Book 237, page 391 of said records; adverse possession by Ary VanBendegom of said property from September 20, 1944 to July 12, 1955; and deed from Fred L. Sanford and Carrie Sanford to Ary VanBendegom, dated September 20, 1944 and recorded in Deed Book 86, page 193 of said records. Complainant alleges that it knows of no one who has paid taxes on said lands or who has been in possession of the same or any part

holders and successors of Sanford Orchards Company, Inc., and any and all persons, firms and corporations claiming any title to, interest in, lien or encumbrance upon said lands or any part thereof, plead, answer or demur to the bill of complaint as amended in this cause filed against them and against said lands on or before the 7th day of August, 1956, or suffer decrees pro confesso rendered against them.

WITNESS my hand this the 7th day of July, 1956.

Alice J. Duck, Register of the Circuit Court of Baldwin County, Alabama.

Caffey, Gallalee & Caffey, Solicitors for Complainant.

26-4tc

BALDWIN TIMES
COUNTY
's Best Newspaper
ALABAMA

E. R. MORRISSETTE, JR.
EDITOR-MANAGER

AFFIDAVIT OF PUBLICATION

STATE OF ALABAMA.
BALDWIN COUNTY.

E. R. Morrisette, Jr. being duly sworn, deposes and says that he is the EDITOR of THE BALDWIN TIMES, a Weekly Newspaper published at Bay Minette, Baldwin County, Alabama; that the notice hereto attached of

Seever vs. National Butane

COST STATEMENT

1030 WORDS @ 6 1/2 cents \$ 66 95
I hereby certify this is correct, due and unpaid (paid).

E. R. Morrisette, Jr.
Editor.

was published in said newspaper for 4 consecutive weeks in the following issues:

Date of 1st publication	<u>July 12</u>	195 <u>6</u>	Vol. <u>67</u>	No. <u>26</u>
Date of 2nd publication	<u>July 19</u>	195 <u>6</u>	Vol. <u>67</u>	No. <u>27</u>
Date of 3rd publication	<u>July 26</u>	195 <u>6</u>	Vol. <u>67</u>	No. <u>28</u>
Date of 4th publication	<u>Aug. 2</u>	195 <u>6</u>	Vol. <u>67</u>	No. <u>29</u>

Subscribed and sworn before the undersigned this 6 day of Aug, 1956.

Dorothy M. Minter
Notary Public, Baldwin County.

E. R. Morrisette, Jr.
Editor.