

PERRY COKER, individually and )  
 PERRY COKER, doing business as )  
 COKER DISTRIBUTING COMPANY,) IN THE CIRCUIT COURT OF

Complainant, ) BALDWIN COUNTY, ALABAMA

VS. ) IN EQUITY

LEO DAVIS, also known as ELLIS ) NO. 3353  
 LEO DAVIS and MINNIE OLA DAVIS,  
 individually and jointly, )

Respondents. )

MOTION FOR REHEARING

TO THE HONORABLE HUBERT M. HALL, JUDGE OF SAID COURT, SITTING

IN EQUITY

Now comes the Petitioner, Perry Coker, and applies for a rehearing of the final decree heretofore rendered in the above styled cause on the 15th day of November, 1955, in accordance with Alabama Equity Rule No. 62, and as grounds for such application, your Petitioner respectfully shows unto Your Honor and unto this Honorable Court the following, separately and severally:

1. Said decree is contrary to the facts as presented on the trial of said cause.
2. Said decree is contrary to the law in said cause.
3. Because this Honorable Court erred in denying to your Petitioner the relief prayed for in his bill.
4. Because this Honorable Court admitted evidence, both oral and documentary, offered by the Respondents, which was not pertinent or material to this trial, but which materially affected the decision of this Honorable Court for an adverse ruling as to your Petitioner.
5. Because this Honorable Court did not allow evidence offered by the Petitioner which evidence was admissible and by reason of which the decision of this Honorable Court was adverse to your Petitioner.
6. For that this Honorable Court erred in taxing the court costs that accrued in this cause against your Petitioner.
7. For that said decree is contrary to both the law and the facts as presented in the trial of this cause.
8. For that the evidence presented in this case clearly shows that the Respondent, Ellis Leo Davis, conveyed the property in question to his wife, the Respondent, Minnie Ola Davis, to defraud your Petitioner.
9. For that the evidence presented in this case clearly shows that the Respondent, Ellis Leo Davis, placed the property in question out of the reach of the Complainant, a then existing substantial creditor, in order to

defraud your Petitioner.

J. Terry Reynolds, Jr.  
William R. Porter  
Solicitors for Petitioner

I, I. J. Langford, one of the Solicitors for the Respondents in the above case, hereby acknowledge receipt of a copy of the above and foregoing application for a rehearing this 14th day of December, 1955.

I. J. Langford  
Solicitor for Respondents

RECEIVED  
FEB 15 1956  
U.S. DEPT. OF JUSTICE

FILED  
DEC 15 1955  
EILEE J. DUCK, Clerk

*[Handwritten signature]*

...and ...

...and ...

...and ...

PERRY COKER, individually	)	
and PERRY COKER, doing	)	
business as COKER DISTRI-	)	IN THE CIRCUIT COURT OF
BUTING COMPANY,	)	
	)	BALDWIN COUNTY, ALABAMA,
Complainant,	)	
	)	IN EQUITY,
Vs.	)	
	)	NO. 3353
LEO DAVIS, also known as	)	
ELLIS LEO DAVIS and	)	
MINNIE OLA DAVIS,	)	
individually and jointly,	)	
	)	
Respondents.	)	

DEMURRER TO CROSS BILL

Now comes the cross respondent in the above entitled cause and demurs to the cross complainant's cross bill, and to each paragraph and allegation thereof, separately and severally, and to each aspect thereof, separately and severally, and sets down and assigns the following separate and several grounds:

1. For that there is no equity in the cross bill.
2. For that the allegation that the cross respondent has slandered the title to the property is a mere conclusion of the pleader without facts alleged to support said conclusion.
3. For that it affirmatively appears that the filing of the bill of complaint by the cross respondent in no way slandered the title of the cross complainant.
4. For that from aught that appears the cross respondent had probable cause to believe that the transfer of the property in question to the cross complainant was fraudulent.
5. For that from aught that appears the cross respondent had probable cause to believe and did so believe that the transfer of the property in question from the cross complainant's husband to the cross complainant was fraudulent.
6. For that from aught that appears the alleged slander was true.
7. For that from aught that appears the alleged slander was not malicious.
8. For that facts are not alleged to show that the alleged slander of title was false.
9. For that facts are not alleged to show that the alleged slander of title was malicious.



10. For that it affirmatively appears that the cross complainant is not entitled to recover damages for expenses incurred in defending the suit filed by the cross respondent against the cross complainant to set aside a deed to her on the ground of fraud.

11. For that it affirmatively appears that the cross complainant is not entitled to recover her solicitors fee in defending the suit filed against her to set aside a deed on the ground of fraud.

12. For that it is not shown that the alleged damages complained of were the proximate result of the alleged slander of title.

13. For that the cross complainant does not show that she has suffered any special damages.

14. For that there is no allegation that the value of the property has diminished as the proximate result of the alleged slander of the title.

15. For that there is no allegation that the cross complainant has lost a sale of said property, or that she has suffered any special damages as the proximate result of the alleged slander.

Respectfully submitted,

FILED

AUG 10 1955

ALICE L. DUCK, Register

J. Terry Reynolds, Jr.  
J. Terry Reynolds, Jr.

William R. Lauten  
William R. Lauten  
SOLICITORS FOR COMPLAINANT - CROSS  
RESPONDENT

PERRY COKER, individually, and	:	IN THE CIRCUIT COURT OF
PERRY COKER, doing business as	:	BALDWIN COUNTY, ALABAMA.
COKER DISTRIBUTING COMPANY,	:	
Complainant.	:	IN EQUITY
VS.	:	NO.
LEO DAVIS, also known as ELLIS	:	
LEO DAVIS and MINNIE OLA DAVIS,	:	
individually and jointly,	:	
Respondents.	:	

Now comes the Respondent, Minnie Ola Davis, and for answer to the bill of complaint heretofore filed in this said cause and the amendment thereto represents and shows unto this court as follows:

1. The respondent admits the allegation contained in paragraph one that she is over the age of twenty-one years, but the respondent denies the allegation that she is a resident of Baldwin County, Alabama, in that it is now and has been respondent's intention to return to Montgomery County, Alabama, and respondent is only temporarily living in Baldwin County, Alabama. Respondent admits the allegations of paragraph one with regards to the status of the complainant.

2. Respondent denies each and every allegation contained in paragraph two and demands strict proof thereof.

3. Respondent admits the allegations of paragraph three.

4. The respondent admits the allegations of paragraph four.

5. The respondent denies each and every allegation contained in the said paragraph five, and demands strict proof thereof.

#### CROSS BILL

Now comes the respondent Minnie Ola Davis and files this cross-bill as Cross-Complainant against Perry Coker, individually and Perry Coker, doing business as Perry Coker Distributing Company, as Cross-Respondent, and Cross-Complainant respectfully

represents and shows unto the court as follows:

That the said transfer of the property described in the bill of complaint from the said Leo Davis to Cross-Complainant was in fact for a valuable and adequate consideration in that at the time of the transfer of the property described in the bill of complaint the said Cross-Complainant Minnie Ola Davis assumed and agreed to pay the outstanding indebtedness on said property. The said indebtedness was secured by two mortgages on the said property which said mortgages were duly recorded in Montgomery County, Alabama, and which said mortgages were owned by one Carol L. Hart. The Cross-Complainant avers that the balance due on said mortgages at the date of the said transfer was about \$3,825.00. The Cross-Complainant further avers and alleges that the value of the said property at the time of the said conveyance to Cross-Complainant was commensurate with the indebtedness outstanding against same and was not more than \$3,825.00, and Cross-Complainant further avers and alleges that since the said transfer the Cross-Complainant has paid the sum of \$40.00 monthly, or the total sum of, to-wit, \$1,320.00 on the indebtedness secured by the said mortgages owned by the said Carol L. Hart. Cross-Complainant further avers and alleges that Cross-Complainant is continuing to pay the sum of \$40.00 per month as provided in the said notes and mortgages.

Cross-Complainant further avers and alleges that the Cross-Respondent has filed lis pendens against said property, and by filing this bill of complaint has slandered her title to the said property described in the bill of complaint, and has caused Cross-Complainant the expense of hiring an attorney to defend said suit, and has caused Cross-Complainant to incur expense of travel and communication in and about the defense of said suit, wherefore Cross-Complainant prays that this Honorable Court will render judgment in favor of Cross-Complainant for her solicitors' fees and expense incurred in the preparation of the defense of said suit.

*Howell and Johnston*  
ATTORNEYS FOR RESPONDENT AND  
CROSS-COMPLAINANT.

*[Signature]*

PERRY COKER, individually, and  
PERRY COKER, doing business as  
COKER DISTRIBUTING COMPANY,

Complainant,

\*VS\*

LEO DAVIS, also known as  
ELLIS LEO DAVIS and MINNIE OLA  
DAVIS, individually and jointly,

Respondents.

(( ))(( ))(( ))(( ))(( ))(( ))(( ))(( ))(( ))(( ))

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

IN EQUITY

NO.

FILED

JUL 7 1955

ALICE J. BUCK, Register

PERRY COKER, individually  
and PERRY COKER, doing busi-  
ness as COKER DISTRIBUTING  
COMPANY,

Complainant,

VS

LEO DAVIS, also known as  
ELLIS LEO DAVIS, and MINNIE  
OLA DAVIS, individually and  
jointly,

Respondents.

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\*  
\*  
\*  
\*  
\*  
\*  
\*

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

IN EQUITY.

NO. 3353

Now comes the respondent Leo Davis and for answer to the bill of complaint heretofore filed in said cause and the amendment thereto represents and shows unto this court as follows:

1. The respondent admits the allegation contained in paragraph one that he is over the age of twenty-one years, but respondent denies the allegation that he is a resident of Baldwin County, Alabama, in that it is now and has been respondents intention to return to Montgomery County, Alabama, and respondent is only temporarily living in Baldwin County, Alabama. Respondent admits the allegations of paragraph one with regards to the status of the complainant.

2. Respondent denies each and every allegation contained in paragraph two and demands strict proof thereof.

3. Respondent admits the allegations of paragraph three.

4. The respondent admits the allegations of paragraph four.

5. The respondent denies each and every allegation contained in the said paragraph five, and demands strict proof thereof.

6. For further answer to paragraph five the respondent avers and alleges that the said transfer from him to the co-respondent Minnie Ola Davis was in fact for a valuable and adequate consideration in that at the time of the transfer of the property described in the bill of complaint the said co-respondent Minnie Ola Davis assumed and agreed to pay the outstanding indebtedness on said property which said indebtedness was secured by two mortgages on the said property, which said mortgages were duly recorded in Montgomery, County, Alabama, and which said mortgages were owned

by one Carol L. Hart, and the respondent avers that the balance due on said mortgages at the date of the said transfer was about \$3,825.00, and the respondent further avers and alleges that the value of the said property at the time of the said transfer was commensurate with the indebtedness outstanding against same and was not more than \$3,825.00, and respondent further avers and alleges that since the said transfer the co-respondent Minnie Ola Davis has paid the sum of \$40.00 Dollars monthly, or the total sum of to-wit, \$1,320.00 on the indebtedness secured by the said mortgage owned by the said Carol L. Hart, and respondent further avers and alleges that the co-respondent Minnie Ola Davis is continuing to pay the sum of \$40.00 per month as provided in the said note and mortgage.

7. For further answer to the bill of complaint as a whole, and to each aspect and paragraph thereof separately and severally the respondent Leo Davis avers and alleges that on, to-wit, April 2, 1953, the respondent filed his petition in bankruptcy in the District Court of the United States for the Southern District of the Southern Division of Alabama sitting at Mobile, Alabama, praying to be adjudged a bankrupt under the Acts of Congress. The respondent further avers that on, to-wit, April 2, 1953, the respondent was duly adjudged a bankrupt and said bankruptcy petition was docketed No. 7071 in Bankruptcy in said court, and respondent avers that on, to-wit, December 8, 1953, he was duly discharged from all debts and claims which existed on or prior to April 2, 1953, and respondent avers that the said debt which is the foundation of this said suit was a debt which he listed prior to April 2, 1953, and the respondent avers that the debt which is the foundation of this suit is not such a debt as is excepted from the operation of such discharge, and said respondent avers that complainant cannot maintain this suit which is founded on the debt discharged in the bankruptcy proceedings.

8. For further answer to the bill of complaint as a whole and to each aspect and paragraph thereof the respondent avers that at the time of the contracting of the said debts, and during the year of 1952, the complainant in this case had knowledge that respondent

had an equity in the property described in the bill of complaint, and respondent avers that on, to-wit, April 2, 1953, he was adjudged a bankrupt, and respondent avers that in his petition filed in the said bankruptcy court the debt which is the foundation of this suit was duly scheduled, and respondent avers that the complainant has not filed any claim in said bankruptcy proceedings, and made no objection to the discharge of the respondent in the said bankruptcy proceedings, which said discharge the respondent avers was granted on, to-wit, December 8, 1953, and respondent was duly discharged from all debts and claims which existed on or prior to April 2, 1953, and respondent further avers that complainant took no action to enforce his claim against the said property described in the said bill of complaint until the filing of this said complaint, hence respondent avers that the complainant has been guilty of laches for failing to ascertain his claim against respondent in the said bankruptcy proceedings and in failing to object to the discharge of the complainant in the bankruptcy proceeding.

9. Respondent further avers and shows unto this court that at the time of this said conveyance of the said property described in the said bill of complaint from the respondent, Ellis Leo Davis, to co-respondent Minnie Ola Davis, the said property described in the bill of complaint was less in area than 160 acres and the respondent avers that his interest in said property after the deduction of the said mortgages on same was nihil, and therefore worth greatly less than the sum of \$2,000.00. Your respondent further avers and alleges that he owned no other real property in the State of Alabama or in any other state at the time of said transfer, and respondent avers that although he was temporarily residing in Baldwin County at the time of this transfer that it was his intention to return to Montgomery, and that the said property described in the said bill of complaint was the home of the respondent, and respondent avers that the said interest transferred from your respondent to the co-respondent Minnie Ola Davis was the homestead interest of your respondent.

*Harrell & Johnston*  
*and [Signature]*  
 ATTORNEYS FOR RESPONDENT

ALICE J. DUCK, Analyst



PERRY COKER, Individually and )  
 PERRY COKER, doing business as )  
 COKER DISTRIBUTING COMPANY )

Complainant )

Vs )

LEO DAVIS, also known as )  
 ELLIS LEO DAVIS, and MINNIE )  
 OLA DAVIS, individually and )  
 jointly )

Respondents )

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, IN

ALABAMA, IN

EQUITY NUMBER 3353

MOTION

Now comes the Complainant and shows unto the Court that the Complainant exhibited interrogatories to the Respondent, Minnie Ola Davis; that more than thirty (30) days have elapsed from the service of said interrogatories on the Respondent, Minnie Ola Davis, and said Respondent has failed or refused to answer said interrogatories, as required by law and Alabama Equity Rule Number 39

Wherefore, Complainant moves the court to attach the Respondent and compel her to answer the interrogatories or render a decree against the Respondent, Minnie Ola Davis, in favor of the Complainant, granting to the Complainant the relief prayed for in the complaint, and the Complainant prays for such other further different or general relief to which he may be entitled.

Respectfully submitted,

*Jerry Reynolds*  
 Solicitor for Complainant

STATE OF ALABAMA  
 COUNTY OF MOBILE

Before me, the undersigned authority, in and for said County in said State, personally appeared William R. Lauten, who being by me first duly sworn, deposes and says that he is informed and believes, thereupon, such information and belief, states that the facts alleged in the foregoing motion are true and correct.

*William R. Lauten*  
 Affiant

Sworn to and subscribed before me  
 on this 2nd day of February, 1955

*Marion Mc Mullin*  
 Notary Public, Mobile County, Alabama

July

NO 3353

Perry Baker  
vs.

Leo Davis &  
Minnie Mae Davis

Received 5 day of Feb 1955  
and on 9 day of Feb 1955

I served a copy of this motion  
on

By service on Minnie Mae Davis

TAYLOR WILKINS Sheriff  
Bartlett, Illinois D.S.

FILED  
FEB 5 1955  
ALICE J. RUCK, Clerk

Serve copy on  
Minnie Mae Davis, {Thasavella  
Zaluyke}

PERRY COKER, individually )  
 and PERRY COKER, doing business )  
 as COKER DISTRIBUTING COMPANY, )

Complainant )

Vs. )

LEO DAVIS, also known as )  
 ELLIS LEO DAVIS and )  
 MINNIE OLA DAVIS, individually )  
 and jointly, )

Respondents. )

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

IN EQUITY,

NO. 3353

MOTION TO STRIKE

Now comes the complainant in the above styled cause, and respectfully moves the court to strike that part of the respondent, Minnie Ola Davis, cross bill, which reads as follows, viz.:

"And has caused cross complainant the expense of hiring an attorney to defend said suit, and has caused cross complainant to incur expense of travel and communication in and about the defense of said suit, wherefore cross complainant prays that this Honorable Court will render judgment in favor of cross complainant for her solicitors' fees and expense incurred in the preparation of the defense of said suit."

And as grounds for said motion, sets down and assigns the following, separately and severally:

1. For the damages sought to be recovered in said cross bill by the cross complainant, Minnie Ola Davis, are not recoverable in a suit for slander of title.
2. For it affirmatively appears from cross bill that the damages sought to be recovered are not special damages which can be recovered under the laws of the State of Alabama.
3. For said pleading is irrelevant.
4. For said pleading is impertinent.
5. For said pleading is frivolous.
6. For said pleading is redundant.
7. For it is not alleged in said cross bill that the alleged libel or slander of title was made falsely and maliciously.
8. For it is not alleged that the alleged libel or slander or title was made maliciously.
9. For aught that appears the alleged slander of title was true.
10. For aught that appears the alleged slander of title was not malicious.

11. For it affirmatively appears that solicitors fees are not recoverable in an action for slander of title either as damages or as costs of court.

12. For it affirmatively appears that expenses incurred in defending a suit to set aside a deed for fraud are not recoverable under the allegations of the complainant's cross bill.

13. For aught that appears the alleged expenses and solicitors' fees were not the proximate result from the alleged slander.

14. For aught that appears the cross complainant, Minnie Ola Davis, did not have title to the property at the time of the alleged filing of the Lis Pendens notice.

15. For it affirmatively appears that the filing of the Lis Pendens notice in no way slandered the alleged title of the cross complainant, Minnie Ola Davis.

  
J. TERRY REYNOLDS, JR.

  
WILLIAM R. LAUTEN

SOLICITORS FOR COMPLAINANT

PERRY COKER,	)	
individually and	)	
PERRY COKER, doing	)	
business as COKER	)	
DISTRIBUTING COMPANY,	)	IN THE CIRCUIT COURT OF
	)	
Complainant,	)	BALDWIN COUNTY, ALABAMA,
	)	
Vs.	)	IN EQUITY,
	)	
LEO DAVIS, also known	)	NO. 3353
as ELLIS LEO DAVIS, and	)	
MINNIE OLA DAVIS,	)	
individually and jointly,	)	
	)	
Respondents.	)	

ANSWER TO CROSS BILL

Now comes the cross respondent in the above entitled cause and for answer to the cross bill, and to each and every unnumbered paragraph thereof, separately and severally, heretofore filed in said cause by the cross complainant, Minnie Ola Davis, and says as follows:

1. Cross respondent denies each and every allegation contained in each of said paragraphs of said cross bill, and demands strict proof thereof.

FILED

AUG 10 1955

ALICE J. DUCK, Register

*J. Terry Reynolds, Jr.*  
J. TERRY REYNOLDS, JR.

*William R. Lauten*  
WILLIAM R. LAUTEN

SOLICITORS FOR CROSS RESPONDENT

PERRY COKER, and PERRY COKER, )  
 doing business as COKER'S DISTRIBUTING )  
 COMPANY, ) IN THE CIRCUIT COURT OF  
 Complainant, ) BALDWIN COUNTY, ALABAMA  
 VS. ) IN EQUITY  
 LEO DAVIS, also known as ELLIS LEO ) NO. 3353  
 DAVIS and MINNIE OLA DAVIS, individually )  
 and jointly, )  
 Respondents. )

AMENDMENT OF COMPLAINT

TO THE HONORABLE HUBERT M. HALL, JUDGE OF SAID COURT SITTING

IN EQUITY

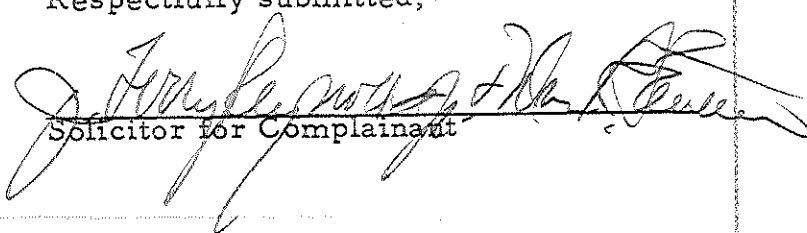
Now comes the Complainant in the above styled cause and amends Paragraph Two of the complaint so that same shall read as follows:

T W O

On, to-wit, the 16th day of February, 1951, the Respondent, Ellis Leo Davis, negotiated a loan for the sum of TWO THOUSAND FIVE HUNDRED AND NO/100 (\$2,500.00) DOLLARS from the Merchants National Bank of Mobile, Alabama, and in order to secure said loan from said bank, induced Complainant to endorse said note for said sum on the premise that the funds received on said loan would be used by the Respondent, Ellis Leo Davis, as operating capital in operating a Pan Am Oil Company Service Station as a dealer for Complainant, who was the distributor of Pan Am Oil Products in Baldwin County. Thereafter, said Respondent, Ellis Leo Davis, defaulted in the payment of said note and Complainant was required, as endorser of said note, to pay the balance due to the Merchants National Bank of Mobile, Alabama, in full, in the approximate sum of ONE THOUSAND FIVE HUNDRED AND NO/100 (\$1,500.00) DOLLARS. That during the years 1951 and 1952, Complainant advanced to Respondent, Ellis Leo Davis, merchandise for re-sale by him as a dealer for Pan Am Oil Products in various quantities and amounts, payment for which Complainant has not received from Respondent; said Respondent, Leo Davis, also during the years 1951 and 1952, delivered and tendered to Complainant bills of exchange or checks in various amounts in payment for merchandise and products supplied by Complainant to said Respondent in the use and operation of his business, payment of which checks or bills of exchange was denied by the bank upon which the checks or bills of exchange were drawn, and the indebtedness for which is still due and unpaid by said Respondent to Complainant. Complainant further avers that said Respondent, Leo Davis, as a result of the transactions hereinbefore referred to, became indebted to

Complainant in the total sum of FOUR THOUSAND ONE HUNDRED FIFTY SIX AND 12/100 (\$4,156.12) DOLLARS, and to evidence and substantiate the indebtedness due by said Respondent to Complainant, a promissory note was executed and delivered by said Respondent to Complainant on, to-wit, the 27th day of June, 1951, for said amount, bearing interest at the rate of eight per cent (8%) per annum; that said Respondent, Leo Davis, defaulted and failed to pay said promissory note in the aggregate sum of FOUR THOUSAND ONE HUNDRED FIFTY SIX AND 12/100 (\$4,156.12) DOLLARS, plus interest, plus a reasonable attorney's fee as provided in said note, after which Complainant instituted suit against said Respondent, Leo Davis, in the law side of this Honorable Court, and judgment was secured in favor of the Complainant and against Respondent, Leo Davis, for the sum of FIVE THOUSAND TWO HUNDRED FOURTEEN AND 28/100 (\$5,214.28) DOLLARS, as will appear from Exhibit 1 hereto attached and by reference made a part hereof.

Respectfully submitted,

  
Solicitor for Complainant

"EXHIBIT ONE"

PERRY COKER, ind d/b/a  
COKER DISTRIBUTING CO.

Plaintiff

VS.

LEO DAVIS,

Defendant.

) IN THE CIRCUIT COURT OF  
) BALDWIN COUNTY, ALABAMA  
) AT LAW  
) NO. 1709  
)

3-9-53. Judgment nil dicit for plaintiff, with writ of inquiry.

Jury and verdict as follows:

"We the jury find Plaintiff entitled to principal of Note \$4,156.12, plus interest @ 8% \$608.16, plus attorney fee \$450.00, Total \$5,214.28.

John Ed Smith, Foreman."

H. M. Hall



Received in Sheriff's Office  
this 29 day of Nov, 1954  
TAYLOR WILKINS, Sheriff

3357

Berry Cohen  
vs.

Leo Davis and  
Minnieella Davis

Minnieella

FILED

NOV 29 1954

ALICE J. DUCK, Register

Received 29 day of Nov 1954  
and on 30 day of Nov 1954

I served a copy of the within

on

By service on Minnieella

TAYLOR WILKINS, Sheriff

By

Gellough Hadham

PERRY COKER, individually,  
and PERRY COKER, doing busi-  
ness as COKER DISTRIBUTING  
COMPANY,

Complainant,

VS

LEO DAVIS, also known as  
ELLIS LEO DAVIS, and MINNIE  
OLA DAVIS, individually and  
jointly,

Respondents.

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

\* NO.

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TO THE HONORABLE HUBERT M. HALL, JUDGE OF SAID COURT, SITTING  
IN EQUITY:

Comes now Leo Davis, also known as Ellis Leo Davis, res-  
pondent, and demurs to the bill of complaint heretofore filed  
in said cause as a whole, and to each paragraph and aspect thereof  
separately and severally, and assigns the following separate and  
several grounds of demurrer to the bill as a whole, and to each  
aspect thereof separately and severally.

1. There is no equity in the said bill of complaint.

2. There is no equity in the said bill against the res-  
pondent in that there are no allegations contained in said bill  
to show the amount of the consideration paid by respondent,  
Minnie Ola Davis, to respondent, Leo Davis, and from aught that  
appears from the allegation of said complaint there was in fact  
an adequate consideration paid for the said property.

3. For that the said bill of complaint affirmatively shows  
that respondent, Minnie Ola Davis, assumed and agreed to pay  
two outstanding mortgages on said property, hence said bill of  
complaint affirmatively shows that there was a consideration which  
passed from the respondent, Minnie Ola Davis, to the respondent  
Leo Davis, and the said complaint fails to allege any facts to  
show that this was not an adequate consideration.

4. For that the allegations contained in said paragraph  
five of said bill of complaint that the consideration was so  
grossly inadequate as to be fraudulent in and of itself is but

the allegation of a conclusion of the pleader unsubstantiated by allegations of fact.

5. The allegations contained in said paragraph five that the property conveyed by said conveyance was worth greatly more than any consideration which may have been paid, is but the allegation of a conclusion of the pleader unsubstantiated by allegations of fact in that said complaint fails to allege the value of the interest transferred or the consideration which passed.

6. For that the said bill of complaint fails to allege with definiteness and certainty what interest the respondent, Leo Davis, had in the said property conveyed to the respondent, Minnie Ola Davis, on, to-wit, the 24th day of March, 1952.

7. For that said bill of complaint fails to allege the value of the interest transferred from the respondent, Leo Davis, which was transferred to the respondent, Minnie Ola Davis, on, to-wit, the 24th day of March, 1952.

8. For that the allegations of paragraph No. five affirmatively show that there were recitals in the said deed to the effect that the respondent, Minnie Ola Davis, assumed and agreed to pay two outstanding mortgages on said property and said complaint fails to allege the amount of the mortgages or the amount or value of the interest of the respondent, Leo Davis, in and to said property and from aught that appears from the allegation of said complaint there was a valid consideration in the assumption of the mortgages commensurate with the value of the respondent, Leo Davis's interest in the said property.

9. For that it affirmatively appears from the allegations of the said bill of complaint that the said conveyance from respondent, Leo Davis, to the respondent, Minnie Ola Davis, was made for a valid consideration and the assumption of two outstanding mortgages and the further allegations of the bill of complaint that the consideration was grossly inadequate is but the allegation of the conclusion of the pleader, the bill failing

to allege the value of the property interest transferred, or the amount of the consideration.

10. For that there is no definite allegation in the said bill of complaint that this conveyance was in fact made by Leo Davis for the purpose of hindering or delaying or defaulting complainant as an existing creditor, in that the only allegation seen in the said complaint is as follows "the said wife of Leo Davis knew or should have known . . . that said conveyance was made for the purpose of hindering, delaying or defrauding complainant," but this is not an allegation that the conveyance was in fact made for such purpose.

11. From aught that appears from the allegation of the said bill of complaint an adequate consideration passed from the respondent, Minnie Ola Davis, to the respondent, Leo Davis, hence said complainant has no cause to complain of said transfer.

12. From aught that appears from the allegations of said bill of complaint the respondent, Leo Davis, was in a sound financial condition at the time of this conveyance and since there is no allegation that said conveyance was in fact made for the purpose of hindering, delaying or defrauding creditors, said bill fails to state a cause of action.

13. From aught that appears from the allegation of the said complaint the interest of the said Leo Davis transferred was within the \$2000.00 homestead exemption not having been waived by said note, hence the complainant has no cause to question said transfer.

14. From aught that appears from the said allegations of the said bill of complaint said judgment secured by complainant has been paid and satisfied in full.

15. For that it affirmatively appears from the allegations of the said complaint that the said property in question was transferred on the 24th day of March, 1952, and it further affirmatively appears that said note was not due and payable to the complainant until the 7th day of May, 1952, hence the said allegation of the bill affirmatively show that said

complainant was not a creditor of the respondent, Leo Davis, on the date of the transfer of said property.

16. For that said allegation that the said transfer was voluntary is but the allegation of a conclusion and is contradicted by the allegation that respondent assumed two mortgages and thereby became liable for the payment thereof.

17. For that the said paragraph five is vague, uncertain and indefinite.

18. For that said bill of complaint fails to allege the value of said interest transferred from respondent, Leo Davis, to respondent, Minnie Ola Davis, and said complaint fails to allege the consideration paid by respondent, Minnie Ola Davis, to respondent, Leo Davis, for said transfer or the amount of the mortgages assumed by respondent, Minnie Ola Davis.

19. For that the bill of complaint fails to allege any fraud or collusion on the part of the respondent, Minnie Ola Davis, and respondent, Leo Davis, except by way of conclusions of the pleader.

20. The allegations in the said bill of complaint "that the said Minnie Ola Davis knew, or reasonably should have known that said Leo Davis was in failing circumstances and heavily indebted to complainant," is but the allegation of a conclusion of the pleader, and nowhere in the said bill of complaint does the pleader allege that the said Leo Davis was in fact in failing circumstances at the time of said conveyance.

21. The allegations in the said bill of complaint "the said wife of said Leo Davis, knew or should have known the said plan or scheme at said time and that she participated therein," is but the allegation of a conclusion of the pleader unsubstantiated by allegation of fact.

22. The allegations contained in the said bill of complaint "that the wife of the said Leo Davis knew or should have known . . . that said conveyance was made for the purpose of hindering, delaying or defaulting the complainant," is but the allegation

BOOK 004 PAGE 123

of a conclusion of a pleader, and nowhere in said bill of complaint is there any allegations that said conveyance was in fact made for the purpose of hindering, delaying or defrauding complainant.

23. There is no allegation in said bill of complaint to show that this transfer was a part of a plan or scheme to defeat complainant's debt and there is but an allegation that the said respondent, Leo Davis, had such a plan.

24. From aught that appears from the said allegations of the said bill of complaint the plan or scheme which the defendant, Leo Davis, had to beat his debt was never carried out.

25. From aught that appears from the allegations of said bill of complaint the said debt and judgment thereon have been barred by bankruptcy proceedings and enforcement of the said debt which is the foundation of this suit has been barred by bankruptcy proceedings.

26. From aught that appears from the said allegations of the said bill of complaint respondent, Minnie Ola Davis is a bona fide purchaser for value without notice of said property.

Cecil Chason

Howell + Johnston

ATTORNEYS FOR RESPONDENT,  
ELLIS LEO DAVIS

3357

FILED

10-14-54

10-14-  
ALICE J. DUCK, Clerk

PERRY COKER, individually  
and PERRY COKER, doing busi-  
ness as COKER DISTRIBUTING  
COMPANY,

Complainant,

VS

LEO DAVIS, also known as  
ELLIS LEO DAVIS, and MINNIE  
OLA DAVIS, individually and  
jointly,

Respondents.

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

TO THE HONORABLE HUBERT M. HALL, JUDGE OF SAID COURT, SITTING  
IN EQUITY.

Now comes the respondent, Minnie Ola Davis, and demurs to the bill of complaint heretofore filed in said cause as a whole and to each aspect thereof, and to each paragraph thereof separately and severally and assigns the following separate and several grounds of demurrer to the bill of complaint as a whole, and to each aspect thereof, and to each paragraph thereof:

1. There is no equity in the said bill of complaint.
2. There is no equity in the said bill against the respondent in that there are no allegations contained in said bill to show the amount of the consideration paid by respondent, Minnie Ola Davis, to respondent, Leo Davis, and from aught that appears from the allegation of said complaint there was in fact an adequate consideration paid for the said property.
3. For that the said bill of complaint affirmatively shows that your respondent assumed and agreed to pay two outstanding mortgages on said property, hence said bill of complaint affirmatively shows that there was a consideration which passed from the respondent, Minnie Ola Davis, to the respondent, Leo Davis, and the said complaint fails to allege any facts to show that this was not an adequate consideration.
4. For that the allegations contained in said paragraph five of said bill of complaint that the consideration was so grossly inadequate as to be fraudulent in and of itself is but



the allegation of a conclusion of the pleader unsubstantiated by allegations of fact.

5. The allegations contained in said paragraph five that the property conveyed by said conveyance was worth greatly more than any consideration which may have been paid, is but the allegation of a conclusion of the pleader unsubstantiated by allegations of fact in that said complaint fails to allege the value of the interest transferred or the consideration which passed.

6. For that the said bill of complaint fails to allege with definiteness and certainty what interest the respondent, Leo Davis, had in the said property conveyed to the respondent, Minnie Ola Davis, on, to-wit, the 24th day of March, 1952.

7. For that said bill of complaint fails to allege the value of the interest transferred from the respondent, Leo Davis, which was transferred to the respondent, Minnie Ola Davis, on, to-wit, the 24th day of March, 1952.

8. For that the allegations of paragraph No. five affirmatively show that there were recitals in the said deed to the effect that the respondent, Minnie Ola Davis, assumed and agreed to pay two outstanding mortgages on said property and said complaint fails to allege the amount of the mortgages or the amount or value of the interest of the respondent, Leo Davis, in and to said property and from aught that appears from the allegation of said complaint there was a valid consideration in the assumption of the mortgages commensurate with the value of the respondent, Leo Davis's interest in the said property.

9. For that it affirmatively appears from the allegations of the said bill of complaint that the said conveyance from respondent, Leo Davis, to the respondent, Minnie Ola Davis, was made for a valid consideration and the assumption of two outstanding mortgages and the further allegations of the bill of complaint that the consideration was grossly inadequate is but the allegation of the conclusion of the pleader, the bill failing

to allege the value of the property interest transferred, or the amount of the consideration.

10. For that there is no definite allegation in the said bill of complaint that this conveyance was in fact made by Leo Davis for the purpose of hindering or delaying or defaulting complainant as an existing creditor, in that the only allegation seen in the said complaint is as follows "the said wife of Leo Davis knew or should have known . . . that said conveyance was made for the purpose of hindering, delaying or defrauding complainant," but this is not an allegation that the conveyance was in fact made for such purpose.

11. From aught that appears from the allegation of the said bill of complaint an adequate consideration passed from the respondent, Minnie Ola Davis, to the respondent, Leo Davis, hence said complainant has no cause to complain of said transfer.

12. From aught that appears from the allegations of said bill of complaint the respondent, Leo Davis, was in a sound financial condition at the time of this conveyance and since there is no allegation that said conveyance was in fact made for the purpose of hindering, delaying or defrauding creditors, said bill fails to state a cause of action.

13. From aught that appears from the allegation of the said complaint the interest of the said Leo Davis transferred was within the \$2000.00 homestead exemption not having been waived by said note, <sup>hence</sup> the complainant has no cause to question said transfer.

14. From aught that appears from the said allegations of the said bill of complaint said judgment secured by complainant has been paid and satisfied in full.

15. For that it affirmatively appears from the allegations of the said complaint that the said property in question was transferred on the 24th day of March, 1952, and it further affirmatively appears that said note was not due and payable to the complainant until the 7th day of May, 1952, hence the said allegation of the bill affirmatively show that said

complainant was not a creditor of the respondent, Leo Davis, on the date of the transfer of said property.

16. For that said allegation that the said transfer was voluntary is but the allegation of a conclusion and is contradicted by the allegation that respondent assumed two mortgages and thereby became liable for the payment thereof.

17. For that the said paragraph five is vague, uncertain and indefinite.

18. For that said bill of complaint fails to allege the value of said interest transferred from respondent, Leo Davis, to respondent, Minnie Ola Davis, and said complaint fails to allege the consideration paid by respondent, Minnie Ola Davis, to respondent, Leo Davis, for said transfer or the amount of the mortgages assumed by respondent, Minnie Ola Davis.

19. For that the bill of complaint fails to allege any fraud or collusion on the part of the respondent, Minnie Ola Davis, and respondent, Leo Davis, except by way of conclusions of the pleader.

20. The allegations in the said bill of complaint "that the said Minnie Ola Davis knew, or reasonably should have known that said Leo Davis was in failing circumstances and heavily indebted to complainant," is but the allegation of a conclusion of the pleader, and nowhere in the said bill of complaint does the pleader allege that the said Leo Davis was in fact in failing circumstances at the time of said conveyance.

21. The allegations in the said bill of complaint "the said wife of said Leo Davis, knew or should have known the said plan or scheme at said time and that she participated therein," is but the allegation of a conclusion of the pleader unsubstantiated by allegation of fact.

22. The allegations contained in the said bill of complaint "that the wife of the said Leo Davis knew or should have known . . . that said conveyance was made for the purpose of hindering, delaying or defaulting the complainant," is but the allegation

of a conclusion of a pleader, and nowhere in said bill of complaint is there any allegations that said conveyance was in fact made for the purpose of hindering, delaying or defrauding complainant.

23. There is no allegation in said bill of complaint to show that this transfer was a part of a plan or scheme to defeat complainant's debt and there is but an allegation that the said respondent, Leo Davis, had such a plan,

24. From aught that appears from the said allegations of the said bill of complaint the plan or scheme which the defendant, Leo Davis, had to beat his debt was never carried out.

25. From aught that appears from the allegations of said bill of complaint the said debt and judgment thereon have been barred by bankruptcy proceedings and enforcement of the said debt which is the foundation of this suit has been barred by bankruptcy proceedings.

26. From aught that appears from the said allegations of the said bill of complaint respondent, Minnie Ola Davis is a bona fide purchaser for value without notice of said property.

Cecil Chason

W. E. + J. H. + J. H.  
ATTORNEYS FOR RESPONDENT  
MINNIE OLA DAVIS

FILED

10-14-54

ALICE J. DUCK, Clerk

to take into account the fact that the defendant is a  
and was sentenced to the state prison for a term of years  
and months and the fact that the defendant is a person of  
good character and is a member of the community.

to take into account the fact that the defendant is a  
person of good character and is a member of the community  
and the fact that the defendant is a person of good  
character and is a member of the community.

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person of good character and is a member of the community  
and the fact that the defendant is a person of good  
character and is a member of the community.

PERRY COKER, individually, ) IN THE CIRCUIT COURT OF  
 and PERRY COKER, doing business )  
 as COKER DISTRIBUTING COMPANY, ) BALDWIN COUNTY, ALABAMA  
 Complainant, ) IN EQUITY

VS. )

NO. 3353

LEO DAVIS, also known as ELLIS )  
 LEO DAVIS, and MINNIE OLA )  
 DAVIS, individually and jointly, )  
 Respondents. )

TO THE HONORABLE HUBERT M. HALL, JUDGE OF SAID COURT, SITTING IN  
EQUITY:

Now comes the Complainant in the above entitled cause and respectfully represents and shows unto Your Honor as follows:

O N E

Your Complainant is an individual, over the age of twenty one years, doing business as Coker Distributing Company, and is a bona fide resident of Baldwin County, Alabama. The Respondents, and each of them, are over the age of twenty one years, and are each bona fide residents of Baldwin County, Alabama.

T W O

On, to-wit, the 16th day of February, 1951, the Respondent, Leo Davis, was indebted to the Merchant's National Bank of Mobile, Mobile, Alabama, in the sum of, to-wit, FOUR THOUSAND ONE HUNDRED FIFTY SIX AND 12/100 (\$4,156.12) DOLLARS. In order to secure said indebtedness, said Respondent, Leo Davis, made his promissory note payable to the order of said bank, for said sum, which note was endorsed by the Complainant. Subsequently, and on, to-wit, the 25th day of February, 1952, the said note was transferred and assigned to Complainant by the holder thereof, the said Merchant's National Bank of Mobile, and said note became the property of Complainant and said note became due Complainant; on, to-wit, the 7th day of May, 1952, Complainant herein, being the holder of said note, filed suit against the Respondent, Leo Davis, in the Circuit Court of Baldwin County, Alabama, At Law, No. 1799, for the money due under said promissory note; at the time said suit was filed, said note was in default; in said note, and as a part thereof, Respondent, the said Leo Davis, waived exemptions under the Constitution and Laws of Alabama, and he waived all his rights of demand

or protest and notice of demand and protest, and Respondent, the said Leo Davis, in the execution of said note, further agreed to pay a reasonable attorney's fee for the collection of said note. On, to-wit, March 9, 1953, the Defendant in said suit, the Respondent herein, the said Leo Davis, having been served with appropriate process, a judgment nil dicit was rendered by the Court in favor of the Complainant herein and against the Respondent Leo Davis for the total sum of, to-wit, FIVE THOUSAND TWO HUNDRED FOURTEEN AND 28/100 (\$5,214.28) DOLLARS, being FOUR THOUSAND ONE HUNDRED FIFTY SIX AND 12/100 (\$4,156.12) DOLLARS, plus interest of \$608.16, plus an attorney fee of \$450.00.

### T H R E E

Complainant further alleges that on, to-wit, the 24th day of March, 1952, after the creation of said indebtedness of Respondent Leo Davis to Complainant, and while Complainant was an existing creditor of Respondent Leo Davis, as aforesaid, the Respondent Leo Davis conveyed to Respondent Minnie Ola Davis by warranty deed dated, to-wit, the 24th day of March, 1952, recorded on, to-wit, the 25th day of March, 1952, in Deed Book 345, page 385, of the Probate records of Montgomery County, Alabama, the following described real property, situated in Montgomery County, Alabama, to-wit:

Lot Number Four (4) in Block Number Five (5), according to the M. B. Campbell plat, as recorded in the office of the Judge of Probate of Montgomery County, Alabama, in plat book No. Two (2), at Page No. Thirty Two (32).

### F O U R

Complainant alleges further that said Minnie Ola Davis, to whom said conveyance was made was at the time of said conveyance and is now the wife of said Leo Davis.

### F I V E

Complainant alleges that said deed recited a consideration of ONE AND NO/100 (\$1.00) DOLLAR and love and affection and that said conveyance was voluntary, or if there were other recitals in said deed to the effect that the Respondent, said Minnie Ola Davis, assumed and agreed to pay two outstanding mortgages on said property, Complainant avers such other recitals were simulated, fictitious and invalid, and Complainant alleges said conveyance was,

in fact, without consideration, or if there was any consideration it was so grossly inadequate as to be fraudulent in and of itself, in that the property conveyed by said conveyance was worth greatly more than any consideration which may have been paid, or if there was a consideration presently passing at the time of the conveyance the said Minnie Ola Davis knew, or reasonably should have known that said Leo Davis was in failing circumstances and heavily indebted to Complainant, or said Leo Davis at the time of said conveyance, had a plan or scheme to defeat his debt to Complainant by placing his property beyond the reach of the Complainant, and the Grantee in such conveyance, the said wife of said Leo Davis, knew or should have known of said plan or scheme at said time and that she participated therein, and that said conveyance was made for the purpose of hindering, delaying or defrauding Complainant, a then existing creditor.

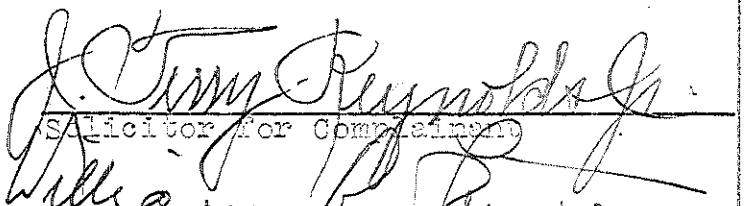

PRAYER FOR PROCESS

WHEREFORE, THE PREMISES CONSIDERED, and to the end that equity may be done, Complainant prays that appropriate process issue out of this Court, making said Leo Davis, also known as Ellis Leo Davis, and Minnie Ola Davis, parties Respondent to this bill of complaint, requiring them to plead, answer or demur to the bill within the time required by law and by the rules of this Honorable Court, as they may be advised.

PRAYER FOR RELIEF

Complainant prays that, upon a final hearing of this cause, Your Honor will enter a decree setting aside said conveyance from Leo Davis, also known as Ellis Leo Davis, to Minnie Ola Davis, as having been given in fraud of Complainant, and Complainant prays for such other, further, different and general relief as in equity and good conscience may seem just and proper to Your Honor.

Respectfully submitted,

  
 J. T. Reynolds Jr.  
 Solicitor for Complainant  
  
 William P. Burren  
 Solicitor for Complainant

DEFENDANTS' ADDRESS:

Roosevelt Avenue  
 Foley, Alabama



The State of Alabama, \_\_\_\_\_ County

IN CIRCUIT COURT, IN EQUITY

To any Sheriff of the State of Alabama—Greeting:

You are hereby commanded to summon \_\_\_\_\_ LEO DAVIS, also known as ELLIS LEO DAVIS,  
and MINNIE OLA DAVIS, individually and jointly,

to appear and answer, plead, or demur, within thirty days from the service hereof, to a Bill of Com-  
plaint filed in said Circuit Court, in equity, for said County of said State \_\_\_\_\_ PERRY COKER,  
individually, and PERRY COKER, doing business as COKER DISTRIBUTING COMPANY,

against \_\_\_\_\_ LEO DAVIS, also known as ELLIS LEO DAVIS, and MINNIE OLA DAVIS, individually  
and jointly.

Herein fail not. Due return make of this writ as the law directs.

Witness this \_\_\_\_\_ 16th \_\_\_\_\_ day of \_\_\_\_\_ Sept. \_\_\_\_\_, 1954

\_\_\_\_\_ Register.

(Defendant is entitled to a copy of the bill on application to the Register.)

Code 1923-6528-6529

BOOK  
004  
PAGE 113

No. 3353

Page.....

**The State of Alabama**

..... COUNTY.

**IN CIRCUIT COURT, IN EQUITY**

vs.

## SUMMONS

Returned by the Sheriff and filed in office, this

the..... day of....., 19.....

....., Register.

*Filed 9-16-54  
Aristonuck  
Reg.*

Received in office, this the 16 day of

Sept, 1954  
Myler E. Tillis Sheriff.

I have executed the within by leaving a copy  
thereof with.....

Leo Davis  
Myler E. Tillis

defendant named herein, on this the.....

day of 17 Sept, 1954

Taylor Wilkins, Sheriff.

By B. Hugh Steadler, Deputy.

CECIL G. CHASON

ATTORNEY AT LAW

FOLEY, ALABAMA

Nov. 26, 1955

Mrs. Alice J. Duck  
Register  
Bay Minette, Alabama

Dear Mrs Duck:

I am enclosing herewith a letter from Irwin J. Langford, Attorney, of the firm of Howell and Johnston Attorneys, Mobile, Alabama in which the removal of the Exhibits of the Respondent in the case of Coker vs. Davis are approved. I would appreciate your mailing these Exhibits direct to Mr. Langford.

Yours very truly,



C. G. Chason

CGC:dc

Encl. 1

cc: Mrs. Louise Dusenberry  
Court Reporter  
Bay Minette, Alabama

Irwin J. Langford, Attorney  
Howell and Johnston  
Mobile, Alabama

LAW OFFICES OF  
**HOWELL AND JOHNSTON**  
FIRST NATIONAL BANK ANNEX  
P. O. BOX 1652  
MOBILE 9, ALABAMA

THOMAS O. HOWELL, JR.  
THOMAS A. JOHNSTON, III  
IRVIN J. LANGFORD  
ALFRED P. HOLMES, JR.

November 25, 1955

Honorable Cecil Chason  
Attorney at Law  
Foley, Alabama

Re: Ellis Leo Davis

Dear Mr. Chason:

I have obtained permission of Bill Lauten for us to withdraw all of our exhibits in the case of Perry Coker vs. Ellis Leo Davis.

Please withdraw our checks and forward same to us as Lauten intends to proceed in the Bankruptcy Court on December 9, 1955.

Very truly yours,

HOWELL & JOHNSTON



Irvin J. Langford

IJL:bh

cc: Mr. Ellis Leo Davis  
P. O. Box 87  
Foley, Alabama

LAW OFFICES OF  
**HOWELL AND JOHNSTON**  
FIRST NATIONAL BANK ANNEX  
P. O. BOX 1652  
MOBILE 9, ALABAMA

THOMAS O. HOWELL, JR.  
THOMAS A. JOHNSTON, III  
IRVIN J. LANGFORD  
ALFRED P. HOLMES, JR.

January 24, 1956

Mrs. Alice J. Duck, Clerk  
Circuit Court of Baldwin County  
County Courthouse  
Bay Minette, Alabama

Re: Coker Vs. Davis  
#3353

Dear Mrs. Duck:

Our firm checked out of the above case certain checks listed as follows:

1. Monthly checks, June 15th., 1954 through March 15, 1955, payable to Mrs. Leo Davis, \$65.00 rent, signed by Mrs. Bessie M. Daniels (10 checks)
2. 34 checks, Mrs. E. Leo Davis to Mrs. Carol L. Hart, being 28 checks for \$40.00 each; one check for \$118.50, one check for \$123.00, 2 checks for \$80.00 each, one check for \$120.75, one check for \$127.50.

I am returning to you herewith these exhibits.

Very truly yours,

HOWELL & JOHNSTON

Irvin J. Langford

IJL/alp

Enc: checks

LAW OFFICES OF  
**HOWELL AND JOHNSTON**  
FIRST NATIONAL BANK ANNEX  
P. O. BOX 1652  
MOBILE 9, ALABAMA



Mrs. Alice J. Duck, Clerk  
Circuit Court of Baldwin County  
County Courthouse  
Bay Minette, Alabama

*Please and  
file at -  
Cohen  
vs  
des names  
et al -*



No. 53

FOLEY · ALA. July 20 1954

PAY TO THE ORDER OF Carol L. Hart \$ 120 <sup>75</sup>/<sub>100</sub>

One hundred twenty and 75/100 DOLLARS

FOR Mrs. E. Leo Davis

To **Farmers & Merchants Bank**

61-292 Foley, Ala.

★ ★ THE BANK OF FRIENDLY SERVICE ★ ★

Insured against fraudulent alteration PAY TO THE ORDER OF BANKERS SUPPLY

No. \_\_\_\_\_

FOLEY · ALA. March 15 1955

PAY TO THE ORDER OF Carol L. Hart \$ 80 <sup>00</sup>/<sub>100</sub>

Eighty DOLLARS

FOR Feb. + Mar. payment

To **Farmers & Merchants Bank**

61-292 Foley, Ala.

★ ★ THE BANK OF FRIENDLY SERVICE ★ ★

Insured against fraudulent alteration PAY TO THE ORDER OF BANKERS SUPPLY

No. 40

FOLEY · ALA. March 25 1954

PAY TO THE ORDER OF Carol L. Hart \$ 80 <sup>00</sup>/<sub>100</sub>

Eighty and DOLLARS

FOR (Feb. + Mar. payments)

To **Farmers & Merchants Bank**

61-292 Foley, Ala.

★ ★ THE BANK OF FRIENDLY SERVICE ★ ★

Insured against fraudulent alteration PAY TO THE ORDER OF BANKERS SUPPLY

No. 22

FOLEY · ALA. Dec. 15 1954

PAY TO THE ORDER OF Carol L. Hart \$ 123 <sup>00</sup>/<sub>100</sub>

One hundred twenty three and no/100 DOLLARS

FOR Mrs. E. Leo Davis

To **Farmers & Merchants Bank**

61-292 Foley, Ala.

★ ★ THE BANK OF FRIENDLY SERVICE ★ ★

Insured against fraudulent alteration PAY TO THE ORDER OF BANKERS SUPPLY



Pay to the order of Carol L. Hart **N.P. 61-38 JAN 13 1955 P.T.** No. 85  
One hundred eighteen and 50/100 FOLEY · ALA. Jan. 6 1955  
\$ 118 <sup>50</sup>/<sub>100</sub>  
DOLLARS  
FOR (See pay.)  
To Farmers & Merchants Bank  
Foley, Ala. Mrs. E. Leo Davis  
61-292  
★ ★ THE BANK OF FRIENDLY SERVICE ★ ★  
Insured against fraudulent alteration PAT'D-TODD BANKERS SUPPLY

*Dec. pay*  
Pay to the order of Carol L. Hart **N.P. 61-38 JAN 13 1955 P.T.** No. 86  
Forty and no/100 FOLEY · ALA. Jan. 6 1955  
\$ 40 <sup>00</sup>/<sub>100</sub>  
DOLLARS  
FOR  
To Farmers & Merchants Bank  
Foley, Ala. Mrs. E. Leo Davis  
61-292  
★ ★ THE BANK OF FRIENDLY SERVICE ★ ★  
Insured against fraudulent alteration PAT'D-TODD BANKERS SUPPLY

Pay to the order of Carol L. Hart **FIRST NATIONAL BANK OF MONTGOMERY No. Pro. 61-36 DEC 4 1954 MAIL DEPT.** No. 77  
Forty and no/100 FOLEY · ALA. Nov. 23 1954  
\$ 40 <sup>00</sup>/<sub>100</sub>  
DOLLARS  
FOR  
To Farmers & Merchants Bank  
Foley, Ala. Mrs. E. Leo Davis  
61-292  
★ ★ THE BANK OF FRIENDLY SERVICE ★ ★  
Insured against fraudulent alteration PAT'D-TODD BANKERS SUPPLY

Pay to the order of Carol L. Hart **FIRST NATIONAL BANK OF MONTGOMERY No. Pro. 61-36 OCT 30 1954 MAIL DEPT.** No. 72  
Forty and no/100 FOLEY · ALA. Oct. 26 1954  
\$ 40 <sup>00</sup>/<sub>100</sub>  
DOLLARS  
FOR  
To Farmers & Merchants Bank  
Foley, Ala. Mrs. E. Leo Davis  
61-292  
★ ★ THE BANK OF FRIENDLY SERVICE ★ ★  
Insured against fraudulent alteration PAT'D-TODD BANKERS SUPPLY



Resep-

No. 67

FOLEY · ALA. Sept. 25 1954

PAY TO THE ORDER OF Carol L. Pro Hart \$ 40<sup>00</sup>

Forty DOLLARS

FOR To Farmers & Merchants Bank

Foley, Ala. 7 Mrs. E. Leo Davis

61-292

★ ★ THE BANK OF FRIENDLY SERVICE ★ ★

Insured against fraudulent alteration PAT'D-1950 BANKERS SUPPLY

No. 63

FOLEY · ALA. Aug. 23 1954

PAY TO THE ORDER OF Carol L. Pro Hart \$ 40<sup>00</sup>

Forty DOLLARS

FOR To Farmers & Merchants Bank

Foley, Ala. Mrs. E. Leo Davis

61-292

★ ★ THE BANK OF FRIENDLY SERVICE ★ ★

Insured against fraudulent alteration PAT'D-1950 BANKERS SUPPLY

No. 59

FOLEY · ALA. Aug. 9 1954

PAY TO THE ORDER OF Carol L. Pro Hart \$ 40<sup>00</sup>

Forty DOLLARS

FOR (July payment)

To Farmers & Merchants Bank

Foley, Ala. Mrs. E. Leo Davis

61-292

★ ★ THE BANK OF FRIENDLY SERVICE ★ ★

Insured against fraudulent alteration PAT'D-1950 BANKERS SUPPLY

No. 55

FOLEY · ALA. June 27 1954

PAY TO THE ORDER OF Carol L. Pro Hart \$ 40<sup>00</sup>

Forty DOLLARS

FOR To Farmers & Merchants Bank

Foley, Ala. Mrs. E. Leo Davis

61-292

★ ★ THE BANK OF FRIENDLY SERVICE ★ ★

Insured against fraudulent alteration PAT'D-1950 BANKERS SUPPLY



No. 4

FOLEY · ALA. May 24

PAY TO THE ORDER OF Carol L. Hart

Forty and no 100

FOR

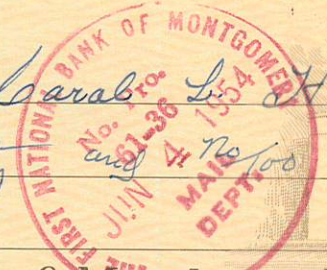
To **Farmers & Merchants Bank**

61-292 Foley, Ala.

Mrs. E. Leo Davis

★ ★ THE BANK OF FRIENDLY SERVICE ★

Insured against fraudulent alteration PAT'D-TOOD BANKERS SUPPLY



No. 4

FOLEY · ALA. April 23

PAY TO THE ORDER OF Carol L. Hart

Forty and no 100

FOR


To **Farmers & Merchants Bank**

61-292 Foley, Ala.

Mrs. E. Leo Davis

★ ★ THE BANK OF FRIENDLY SERVICE ★

Insured against fraudulent alteration PAT'D-TOOD BANKERS SUPPLY



No. 23

FOLEY · ALA. Jan.

PAY TO THE ORDER OF Carol L. Hart

Forty and no 100

FOR

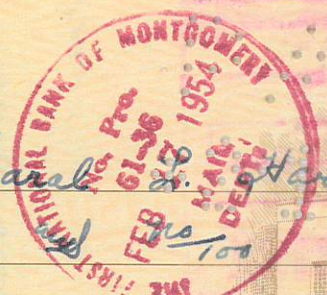
To **Farmers & Merchants Bank**

61-292 Foley, Ala.

Mrs. E. Leo Davis

★ ★ THE BANK OF FRIENDLY SERVICE ★

Insured against fraudulent alteration PAT'D-TOOD BANKERS SUPPLY



No. 9

FOLEY · ALA. Nov. 25

PAY TO THE ORDER OF Mrs. Carol L. Hart

Forty and no 100

FOR

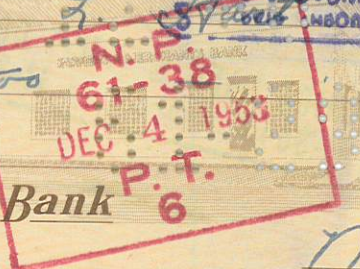
To **Farmers & Merchants Bank**

61-292 Foley, Ala.

Mrs. E. Leo Davis

★ ★ THE BANK OF FRIENDLY SERVICE ★

Insured against fraudulent alteration PAT'D-TOOD BANKERS SUPPLY





No. 1

FOLEY, ALA. Oct. 24 1953

PAY TO THE ORDER OF Mrs. Carol L. Hart \$ 40<sup>00</sup>

Forty and no/100 DOLLARS

FOR To Farmers & Merchants Bank

61-292 Foley, Ala. Mrs. E. Leo Davis

THE BANK OF FRIENDLY SERVICE

Insured against fraudulent alteration PAT'D-TOOD BANKERS SUPPLY

No. (2)

FOLEY, ALA. Sept. 24 1953

PAY TO THE ORDER OF Carol L. Hart \$ 40<sup>00</sup>

Forty and no/100 DOLLARS

FOR TO FARMERS & MERCHANTS BANK

61-292 FOLEY, ALA. Mrs. E. Leo Davis

No. \_\_\_\_\_

FOLEY, ALA. August 1953

PAY TO THE ORDER OF Mrs. Carol L. Hart \$ 40<sup>00</sup>

Forty and no/100 DOLLARS

FOR TO FARMERS & MERCHANTS BANK

61-292 FOLEY, ALA. Mrs. E. Leo Davis

No. \_\_\_\_\_

FOLEY, ALA. July 25 1953

PAY TO THE ORDER OF Carol L. Hart \$ 40<sup>00</sup>

Forty and no/100 DOLLARS

FOR TO FARMERS & MERCHANTS BANK

61-292 FOLEY, ALA. Mrs. E. Leo Davis

No. \_\_\_\_\_

FOLEY, ALA. May 25 1953


PAY TO THE ORDER OF Carol L. Hart \$ 40<sup>00</sup>


Forty and no/100 DOLLARS


FOR TO FARMERS & MERCHANTS BANK


61-292 FOLEY, ALA. Mrs. E. Leo Davis




 No. \_\_\_\_\_  
FOLEY, ALA. April 24 1953  
PAY TO THE ORDER OF Mrs. Carol L. Hart \$ 40.00  
Forty and no/100 DOLLARS  
FOR \_\_\_\_\_  
TO FARMERS & MERCHANTS BANK  
61-292 FOLEY, ALA. Mrs. E. Leo Davis  
DEMENT MERIDIAN


 No. \_\_\_\_\_  
FOLEY, ALA. March 24 1953  
PAY TO THE ORDER OF Mrs. Carol L. Hart \$ 40.00  
Forty and no/100 DOLLARS  
FOR \_\_\_\_\_  
TO FARMERS & MERCHANTS BANK  
61-292 FOLEY, ALA. Mrs. E. Leo Davis  
DEMENT MERIDIAN


 No. \_\_\_\_\_  
FOLEY, ALA. February 24 1953  
PAY TO THE ORDER OF Mrs. Carol L. Hart \$ 40.00  
Forty and no/100 DOLLARS  
FOR \_\_\_\_\_  
TO FARMERS & MERCHANTS BANK  
61-292 FOLEY, ALA. Mrs. E. Leo Davis  
DEMENT MERIDIAN

 No. \_\_\_\_\_  
FOLEY, ALA. Jan. 23 1953  
PAY TO THE ORDER OF Mrs. Carol L. Hart \$ 40.00  
Forty and no/100 DOLLARS  
FOR \_\_\_\_\_  
TO FARMERS & MERCHANTS BANK  
61-292 FOLEY, ALA. Mrs. E. Leo Davis  
DEMENT MERIDIAN

 No. 16  
FOLEY, ALA. Jan. 4 1953  
PAY TO THE ORDER OF Carol L. Hart \$ 40.00  
Forty and no/100 DOLLARS  
FOR \_\_\_\_\_  
TO FARMERS & MERCHANTS BANK  
61-292 FOLEY, ALA. Mrs. E. Leo Davis  
DEMENT MERIDIAN

*Dec. Payment -*






★ ★ THE BANK OF FRIENDLY SERVICE ★ ★

Insured against fraudulent alteration PAT'D-TODD BANKERS SUPPLY



61-42  
621

MONTGOMERY, ALA. March 15 1953 No.         

 **THE ALABAMA NATIONAL BANK**

PAY TO THE ORDER OF Mrs. Leo Davis \$ 65<sup>00</sup>


Sixty five and <sup>no</sup>/<sub>100</sub> DOLLARS

Rent

Mrs. Bessie M. Daniel  
413 Arthur St.

61-42  
621

MONTGOMERY, ALA. Feb. 15 1955 No.         

 **THE ALABAMA NATIONAL BANK**

PAY TO THE ORDER OF Mrs. Leo Davis \$ 65<sup>00</sup>


Sixty five and <sup>no</sup>/<sub>100</sub> DOLLARS

Rent

Mrs. Bessie M. Daniel  
413 Arthur St.

61-42  
621

MONTGOMERY, ALA. Jan. 15 1955 No.         

 **THE ALABAMA NATIONAL BANK**

PAY TO THE ORDER OF Mrs. Leo Davis \$ 65<sup>00</sup>


Sixty five and <sup>no</sup>/<sub>100</sub> DOLLARS

Rent

Mrs. Bessie M. Daniel  
413 Arthur St.

61-42  
621

MONTGOMERY, ALA. Dec. 15 1954 No.         

 **THE ALABAMA NATIONAL BANK**

PAY TO THE ORDER OF Mrs. Leo Davis \$ 65<sup>00</sup>


Sixty five and <sup>no</sup>/<sub>100</sub> DOLLARS

Rent

Mrs. Bessie M. Daniel  
413 Arthur St.

61-42  
621

MONTGOMERY, ALA. Nov. 15 1954 No.         

 **THE ALABAMA NATIONAL BANK**

PAY TO THE ORDER OF Mrs. Leo Davis \$ 65<sup>00</sup>


Sixty five and <sup>no</sup>/<sub>100</sub> DOLLARS

Rent

Mrs. Bessie M. Daniel  
413 Arthur St.

61-42  
621

MONTGOMERY, ALA. Oct. 15 1954 No.         

 **THE ALABAMA NATIONAL BANK**

PAY TO THE ORDER OF Mrs. Leo Davis \$ 65<sup>00</sup>

Sixty five and <sup>no</sup>/<sub>100</sub> DOLLARS

Rent

Mrs. Bessie M. Daniel  
413 Arthur St.



61-42  
621

MONTGOMERY, ALA. Sept 13 1954 No. \_\_\_\_\_

**THE ALABAMA NATIONAL BANK**

PAY TO THE ORDER OF Mrs. Leo Davis \$ 65<sup>00</sup>

Sixty five and <sup>no</sup>/<sub>100</sub> DOLLARS

House Rent 413 Arthur St. Mrs. Bessie M. Daniel

61-42  
621

MONTGOMERY, ALA. August 16 1954 No. \_\_\_\_\_

**THE ALABAMA NATIONAL BANK**

PAY TO THE ORDER OF Mrs. Leo Davis \$ 65<sup>00</sup>

Sixty five and <sup>no</sup>/<sub>100</sub> DOLLARS

Rent 413 Arthur St. Mrs. Bessie M. Daniel

61-42  
621

MONTGOMERY, ALA. July 15 1954 No. \_\_\_\_\_

**THE ALABAMA NATIONAL BANK**

PAY TO THE ORDER OF Mrs. Leo Davis \$ 65<sup>00</sup>

Sixty five and <sup>no</sup>/<sub>100</sub> DOLLARS

Rent Mrs. Bessie M. Daniel  
413 Arthur St.

61-42  
621

MONTGOMERY, ALA. June 15 1954 No. \_\_\_\_\_

**THE ALABAMA NATIONAL BANK**

PAY TO THE ORDER OF Mrs. Leo Davis \$ 65<sup>00</sup>

Sixty five and <sup>no</sup>/<sub>100</sub> DOLLARS

Rent 413 Arthur St. Mrs. Bessie M. Daniel

No. 30

FOLEY, ALA. Feb. 26 1954

PAY TO THE ORDER OF A. M. HOBBIE, TAX COLLECTOR \$ 43<sup>13</sup>

Forty Three and <sup>13</sup>/<sub>100</sub> DOLLARS

FOR To Farmers & Merchants Bank  
Foley, Ala. Mrs. L. Leo Davis

61-292

★ THE BANK OF FRIENDLY SERVICE ★

Insured against fraudulent alteration PAT-7000 BANKERS SUPPLY



No. 101

FOLEY, ALA. Feb. 19 55

PAY TO THE ORDER OF J. M. Hobbie \$ 43 <sup>21</sup>/<sub>100</sub>

Forty-three and 21/100 DOLLARS

FOR To Farmers & Merchants Bank

61-292 Foley, Ala. Mrs. E. Leo Davis

THE BANK OF FRIENDLY SERVICE

Insured against fraudulent alteration PATENT BANKERS SUPPLY

No. \_\_\_\_\_

FOLEY, ALA. April 24 195 2

PAY TO THE ORDER OF Bernard Labeman \$ 40 <sup>00</sup>/<sub>100</sub>

Forty and no/100 DOLLARS

FOR Payment on house note

TO FARMERS & MERCHANTS BANK

61-292 FOLEY, ALA. Mrs. E. Leo Davis

DEMENT, MERIDIAN

No. \_\_\_\_\_

FOLEY, ALA. May 24 195 2

PAY TO THE ORDER OF Mrs. Carol L. Hart \$ 40 <sup>00</sup>/<sub>100</sub>

Forty and no/100 DOLLARS

FOR \_\_\_\_\_

TO FARMERS & MERCHANTS BANK

61-292 FOLEY, ALA. Mrs. E. Leo Davis

DEMENT, MERIDIAN

N.P. 61-38  
JUN 6 1952  
P.T. 6

No. 19

FOLEY, ALA. June 25 195 2

PAY TO THE ORDER OF Mrs. Carol L. Hart \$ 40 <sup>00</sup>/<sub>100</sub>

Forty and no/100 DOLLARS

FOR Payment on house note

TO FARMERS & MERCHANTS BANK

61-292 FOLEY, ALA. Mrs. E. Leo Davis

DEMENT, MERIDIAN

N.P. 61-38  
JUL 9 1952  
P.T. 6

No. \_\_\_\_\_

FOLEY, ALA. July 25 195 2

PAY TO THE ORDER OF Mrs. Carol L. Hart \$ 40 <sup>00</sup>/<sub>100</sub>

Forty and no/100 DOLLARS

FOR \_\_\_\_\_

TO FARMERS & MERCHANTS BANK

61-292 FOLEY, ALA. Mrs. E. Leo Davis

DEMENT, MERIDIAN

N.P. 61-38  
JUL 29 1952  
P.T. 6





No. \_\_\_\_\_

FOLEY, ALA. Aug. 25 1952PAY TO THE ORDER OF Mrs. Carol L. Hart\$ 40<sup>00</sup>Forty and 00/100

DOLLARS

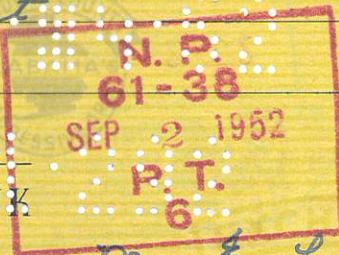
FOR \_\_\_\_\_

TO FARMERS &amp; MERCHANTS BANK

61-292

FOLEY, ALA.

DEMENT MERIDIAN

Mrs. E. Leo Davis

No. \_\_\_\_\_

FOLEY, ALA. July 9 1952PAY TO THE ORDER OF Mrs. Carol L. Hart\$ 129.75One hundred twenty nine and 75/100

DOLLARS

FOR 75<sup>00</sup> principal 54<sup>75</sup> int.

TO FARMERS &amp; MERCHANTS BANK

61-292

FOLEY, ALA.

DEMENT MERIDIAN

Mrs. E. Leo Davis

No. \_\_\_\_\_

FOLEY, ALA. Dec. 15 1952PAY TO THE ORDER OF Mrs. Carol L. Hart\$ 127.50One hundred twenty seven and 50/100

DOLLARS

FOR \_\_\_\_\_

TO FARMERS &amp; MERCHANTS BANK

61-292

FOLEY, ALA.

DEMENT MERIDIAN

Mrs. E. Leo Davis

No. \_\_\_\_\_

FOLEY, ALA. Dec. 29 1952PAY TO THE ORDER OF J. M. Hobbs, Tax Collector\$ 34.02Thirty-four and 02/100

DOLLARS

FOR \_\_\_\_\_

TO FARMERS &amp; MERCHANTS BANK

61-292

FOLEY, ALA.

DEMENT MERIDIAN

Mrs. E. Leo Davis

No. \_\_\_\_\_

FOLEY, ALA. Sept. 24 1952PAY TO THE ORDER OF Mrs. Carol L. Hart\$ 40<sup>00</sup>Forty and 00/100

DOLLARS

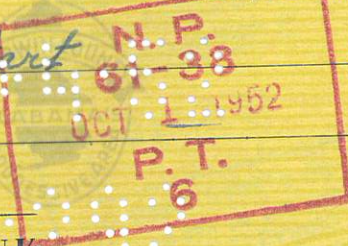
FOR \_\_\_\_\_

TO FARMERS &amp; MERCHANTS BANK

61-292

FOLEY, ALA.

DEMENT MERIDIAN

Mrs. E. Leo Davis



Pay to the order of Carol L. Hart FOLEY, ALA. Oct. 25 1952 No. \_\_\_\_\_  
\$ 40.00  
DOLLARS  
For Forty and no/100  
TO FARMERS & MERCHANTS BANK  
61-292 FOLEY, ALA.  
Mrs. E. Leo Davis

Pay to the order of Mrs. N. Carol L. Hart FOLEY, ALA. Nov. 24 1952 No. \_\_\_\_\_  
\$ 40.00  
DOLLARS  
For Forty and no/100  
TO FARMERS & MERCHANTS BANK  
61-292 FOLEY, ALA.  
Mrs. E. Leo Davis

Pay to the order of Mrs. Carol L. Hart FOLEY, ALA. Dec. 27 1952 No. \_\_\_\_\_  
\$ 40.00  
DOLLARS  
For Forty and no/100  
TO FARMERS & MERCHANTS BANK  
61-292 FOLEY, ALA.  
Mrs. E. Leo Davis

Pay to the order of Carol L. Hart FOLEY, ALA. Jan. 28 1955 No. 92  
\$ 40.00  
DOLLARS  
For Forty and no/100  
To Farmers & Merchants Bank  
61-292 Foley, Ala.  
Mrs. E. Leo Davis

Pay to the order of Carol L. Hart FOLEY, ALA. April 15 1956 No. \_\_\_\_\_  
\$ 40.00  
DOLLARS  
For Forty and no/100  
To Farmers & Merchants Bank  
61-292 Foley, Ala.  
Mrs. E. Leo Davis

Pay to the order of Carol L. Hart FOLEY, ALA. May 31 1956 No. \_\_\_\_\_  
\$ 40.00  
DOLLARS  
For Forty and no/100



PERRY COKER, and PERRY COKER, )  
doing business as COKER'S DISTRIBUTING )  
COMPANY, ) IN THE CIRCUIT COURT OF  
Complainant, ) BALDWIN COUNTY, ALABAMA  
VS. ) IN EQUITY  
LEO DAVIS, ALSO KNOWN AS ELLIS ) NO. 3353  
LEO DAVIS, and MINNIE OLA DAVIS, )  
individually and jointly, )  
Respondents. )

DECREE OVERRULING DEMURRER

This day came the parties in the above styled cause, the Complainant by and through one of his Solicitors of Record, William R. Lauten and the Respondents, Ellis Leo Davis and Minnie Ola Davis, by and through one of their Solicitors of Record, Cecil Chason, and this being the day regularly appointed for the hearing of a demurrer of the Respondents to the Complaint filed by Complainant, and the Court having duly heard the arguments on the demurrer, and having duly considered same, and the Court being of the opinion that the demurrer should be overruled, it is, therefore, considered

ORDERED, ADJUDGED and DECREED that the demurrer of the Respondent, filed on October 14, 1954, to Complainant's complaint, be, and same is hereby in all respects overruled.

DONE and ORDERED this 16th day of November, 1954.

Hubert M. Hall  
JUDGE

Presented this 30th  
day of November 1954  
By leaving a copy  
of the within work  
on Minnesota Davis  
Taylor Wilson, Sheriff  
By Elmer B. Stoddard S.S.

Ammon

Handwritten: *Handwritten*

FILED  
NOV 29 1954  
FBI - NEW YORK

1950

LAW OFFICES OF  
J. TERRY REYNOLDS, JR.  
ATTORNEY AT LAW  
605-6 FIRST NATIONAL BANK BUILDING  
MOBILE, ALABAMA  
TELEPHONE 3-3661

WILLIAM R. LAUTEN

November 23, 1954

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

Dear Mrs. Duck:

I enclose herewith original and three copies of interrogatories to Minnie Ola Davis, in the case of Perry Coker Vs. Leo Davis, also known as Ellis Leo Davis and Minnie Ola Davis, in the Circuit Court of Baldwin County, in Equity, for filing. Will you please send copies to the following Attorneys, who represent Mr. Davis: Messrs. Howell and Johnston, First National Bank Annex, Mobile, Alabama, and Mr. Cecil Chason, Foley, Alabama. Also I would like to ask that you have Mrs. Davis served as noone has appeared for her.

Warmest personal regards.

Yours very truly,



William R. Lauten

WRL/mmc

LAW OFFICES OF  
J. TERRY REYNOLDS, JR.  
ATTORNEY AT LAW  
605-6 FIRST NATIONAL BANK BUILDING  
MOBILE, ALABAMA  
—  
TELEPHONE 3-3661

WILLIAM R. LAUTEN

November 29, 1954

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

Re: Perry Coker  
Vs. Ellis Leo Davis and Minnie Ola Davis

Dear Mrs. Duck:

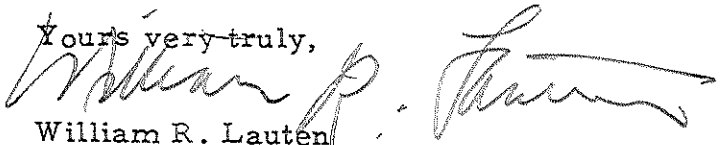
Please find enclosed herewith a decree overruling the demurrer. Judge Hall overruled this demurrer on November 16, 1954, you will recall. Please have the Judge sign the decree, and please mail one copy to Messrs. Howell and Johnston, Attorneys at Law, First National Bank, Mobile, Alabama; one copy to Mr. Cecil Chason, Attorney at Law, Foley, Alabama; and please have Minnie Ola Davis, Roosevelt Avenue, Foley, Alabama, served with a copy of the decree. (The Solicitors have not appeared for Minnie Ola Davis but only for Ellis Leo Davis).

Incidentally, your card to us showing that service had been perfected in the above case on September 17, 1954, did not show whether service was on both the Defendants or only on Leo Davis. Please advise me whether both Ellis Leo Davis and Minnie Ola Davis have been served, and, if so, whether they were both served on September 17, 1954, with a copy of the complaint in the case.

I am also enclosing herewith an amendment to the complaint. Before filing this amendment, however, please file the decree overruling the demurrer, because the chronological order will be, (1) Complaint (2) Demurrer to Complaint (3) Decree overruling demurrer (4) Amendment to Complaint. Please mail a copy of the amendment to each of the attorneys and have Minnie Ola Davis served with a copy.

Thanking you, I am

Yours very truly,

  
William R. Lauten

WRL/mmc

LAW OFFICES OF  
J. TERRY REYNOLDS, JR.  
ATTORNEY AT LAW  
605-6 FIRST NATIONAL BANK BUILDING  
MOBILE, ALABAMA  
TELEPHONE 3-3661

WILLIAM R. LAUTEN

February 3, 1955

Mrs. Alice J. Duck  
Register of the Circuit Court  
County Court House  
BayMinette, Alabama

Re: Perry Coker, et al.  
Vs: Leo Davis, et al.  
No. 3353

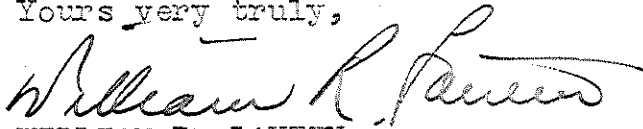
Dear Mrs. Duck:

Please find enclosed herewith an original and two copies of a motion to require the respondent, Minnie Ola Davis to answer interrogatories. Please file the motion. Please send one copy of the motion to Mr. Cecil Chason, Foley Alabama, and have one copy of the motion served on Minnie Ola Davis, Roosevelt Avenue, Foley, Alabama, and please advise me when service has been perfected.

I assume that this motion will be heard on the third Tuesday of the month after the service.

Thanking you and with kindest regards, I am

Yours very truly,

  
WILLIAM R. LAUTEN

WRL:mvn

Enc. 3

LAW OFFICES OF  
J. TERRY REYNOLDS, JR.  
ATTORNEY AT LAW  
605-6 FIRST NATIONAL BANK BUILDING  
MOBILE, ALABAMA  
—  
TELEPHONE 3-3661

WILLIAM R. LAUTEN

September 15, 1954

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

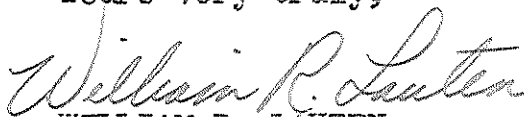
Re: Perry Coker, individually, and  
Perry Coker, d/b/a Coker Dis-  
tributing Company, Plaintiff,  
Vs: Leo Davis, also known as Ellis Leo  
Davis, and Minnie Ola Davis,  
individually and jointly, Def'ts.

Dear Mrs. Duck:

Upon receipt of this letter will you kindly file the  
attached bill of complaint in the Equity Court, and notify  
me of the date of the filing. Please issue a summons to the  
Defendants in the above case at the address indicated on the  
complaint.

Thanking you, and with kindest regards, I am

Yours very truly,

  
WILLIAM R. LAUTEN

WRL:bw

Encls. original & 2 copies of complaint.

PERRY COKER, individually	)	
and PERRY COKER, doing business	)	
as COKER DISTRIBUTING COMPANY,	)	IN THE CIRCUIT COURT OF
	)	
Complainant,	)	B ALDWIN COUNTY, ALABAMA
	)	
-vs-	)	IN EQUITY.
	)	
	)	N o. 3353
LEO DAVIS, also known as	)	
ELLIS LEO DAVIS, and MINNIE	)	
OLA DAVIS, individually and	)	
jointly,	)	
	)	
Respondents.	)	

ANSWERS TO INTERROGATORIES

Now comes Minnie Ola Davis, one of the Respondents in the above styled cause, and in answer to the questions heretofore propounded to her by the Complainant, says as follows:

1. (a). Minnie Ola Davis, September 2, 1915
- (b). Yes
- (c). Luverne, Alabama, 1935
2. (a). Foley, Alabama
- (b). Yes
- (c). Approximately 3½ years
- (d). - - - -
- (e). From January 22, 1952 to the present
3. (a). Yes
- (b). Moved to Montgomery in 1940 and first lived on East Fifth Street, the exact address being unknown. Approximately six (6) months later we moved to East Second Street, the house number being now unknown, and lived there until July of 1944, at which time we moved to 107 North Arthur Street.
4. (a). Not publically employed, but was helping my husband.
- (b). At the Perry Coker filling Station in Robertsedale, which was then known as "Truckers One Stop Service Station". This extended from 1950 until the time we moved to Foley, and I helped in the cafe and filling station. I drew no regular weekly compensation, as my husband and I were operating the business jointly, though the operation was carried on under his name.
- (c). Yes.



(d). After we moved to Foley, my husband and I operated a fish bait business, raising and selling crickets and fishing worms. Since May, 1955, I have been employed by the Town of Foley.

(e). It is impossible to answer, as I did not consider myself under a salary, or take or use any stated amount for my own purposes.

(f). Same answer as e.

(g). All our income was listed under my husband's return.

(h). No joint return filed for that year.

(i). Same as g.

(j). Same as h;

(k). Same as g.

(l). Same as h.

5. (a). Question immaterial and not proper in this action.

(b). Same as a.

6. (a). He conveyed his interest in property in Montgomery to me on or about that date.

(b). Deed not now available. A copy will be submitted at a later date to become a part of this sworn answer.

(c). Assumption of a mortgage in the amount of \$3,825.00, which was \$1,225.00 more than was originally paid for the house.

(d). No.

(e). \* - - -

(f). No.

(g). - - - -

(h). - - - -

(i). - - - -

(j). - - - -

(k). No.

(l). - - - -

7. (a). Yes.

(b). \$3,825.00 to Carol L. Hart and Carol Lobman, who I believe to be the same person.

(c). Not now available. Will be obtained and a copy to be furnished at a later date to become a part of this sworn answer.

(d). I have made seven (7) principal payments of \$75.00 each on the first mortgage and have paid \$40.00 each month, to go to

principal and interest on the second mortgage.

(e). To my positive knowledge, I do not know.

(f). No.

(g). - - - -

8. (a). I do not have the mortgage before me at this time, but I believe there was due \$1,825.00.

(b). \$1,300.00 to the best of my present information.

(c). Yes.

(d). \$75.00 on principal June and December of each year. Carol L. Hart, and all payments were made by me. Payments of \$40.00 per month and \$75.00 in addition, plus interest, each June and December.

(e). Check.

(f). The cancelled checks are in the possession of Howell and Johnson, Attorneys, in Mobile, and will be made available.

(g). - - - -

(h). - - - -

(i). The payments were made by me from rentals and other monies coming to me.

(j). No.

(k). - - - -

9. (a). \$2,000.00

(b). It has not been computed, however, I have paid \$40.00 each month to be applied both to principal and interest.

(c). \$40.00 each month.

(d). On or near the 25th of each month, to Carol L. Hart, and all have been paid by me.

(e). Check.

(f). Checks are in the hands of Howell and Johnson, Attorneys, of Mobile, and will be made available.

(g). - - - -

(h). - - - -

(i). Same answer as 8(e).

(j). No.

(k). - - - -

10.(a). No relation.

(b). - - -

(c). I do not know.

(d). - - - -

(e). No.

(f). - - - -

(g). I do not know.

(h). - - - -

11. (a). I do not know.

(b). - - - -

(c). - - - -

(d). I believe that it was, but have no positive recollection.

(e). I do not remember.

(f). I do not remember.

(g). - - - -

12.(a). Yes.

(b). Father-in-Law

(c). Yes.

(d). Mother-in-Law

13. (a). To my best recollection at the present, \$2,500.00/

(b). Yes.

(c). I have no exact recollection.

(d). I have no exact recollection.

(e). I believe that \$2,000.00 was borrowed shortly before March 25, 1952, and was paid to my husband, and in cash.

14 (a). A Mortgage and Note was signed. I do not recall the dates or amounts of payment.

(b). I do not recall.

(c). I do not have them available.

15. (a). It is my recollection that a mortgage was signed.

(b). I do not recall.

(c). I do not now have them available.

16. (a). I believe a Note and Mortgage.

(b). This was paid at the rate of \$75.00 semi-annually. I have made payments since the property was conveyed to me, by checks, which can be made available.

(c). Copies will be furnished and become a part hereof.

17. (a). I believe a Note and Mortgage was executed, although I do not recall the date as being March 24, 1952.

(b). All payments were made by check, by me, at the rate of \$40.00 per month to apply both to principal and interest.

(c). To be furnished and to become a part of this answer.

Minnie Ola Davis

STATE OF ALABAMA

BALDWIN COUNTY

Personally appeared before me, \_\_\_\_\_  
a Notary Public in and for said County in said State, Minnie Ola Davis, who, being by me first duly sworn, deposes and says that the foregoing answer to Interrogatories are true and correct to the best of her knowledge, indormation and belief.

Minnie Ola Davis

Sworn to and subscribed before  
me on this the \_\_\_\_\_ day of  
July, 1955.

\_\_\_\_\_  
Notary Public, Baldwin County  
State of Alabama

[illegible][illegible]

Figure 1. Schematic representation of the experimental design. The subjects were divided into two groups: the control group (CG) and the experimental group (EG). The CG was divided into two subgroups: the control group (CG) and the control group (CG). The EG was divided into two subgroups: the experimental group (EG) and the experimental group (EG). The subjects were divided into two groups: the control group (CG) and the experimental group (EG). The CG was divided into two subgroups: the control group (CG) and the control group (CG). The EG was divided into two subgroups: the experimental group (EG) and the experimental group (EG).

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Figure 1. (a) Schematic diagram of the experimental setup. (b) Photograph of the experimental setup.

*Cineara* *de* *butyrochloris*

666

1955

CECIL G. CHASON

ATTORNEY AT LAW  
FOLEY, ALABAMA

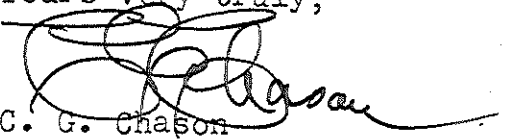
July 5, 1955

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

Dear Mrs. Duck:

Enclosed herewith is Answers in the suit of Coker -vs-  
Leo Davis and Minnie Ola Davis.

Yours very truly,

  
C. G. Chason

CGC:fm

encls. 2

CECIL G. CHASON

ATTORNEY AT LAW

FOLEY, ALABAMA

July 11, 1955

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

Dear Mrs. Duck:

Enclosed herewith is Answer to Interrogatories in the  
case of Coker -vs- Davis. A copy of this answer has  
been ailed to the Attorneys for the Complainant.

Yours very truly,

  
C. G. Chason

CGC:fm

encls. 1

cc: Mr. William R. Lauten  
Attorney at Law  
605-6 First National Bank Bldg.  
Mobile, Alabama





[illegible]

• *Chlorophyll a* is the most common photosynthetic pigment in all photosynthetic organisms. It is the primary electron donor in the light reactions of photosynthesis. It is a green pigment that absorbs light in the blue and red regions of the visible spectrum. It is found in all photosynthetic organisms, including plants, algae, and cyanobacteria.

1.  $\frac{1}{2} \times \frac{1}{2} = \frac{1}{4}$

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**SECRET**

$$\begin{aligned}
 & \text{with } \mathbf{A} = \begin{bmatrix} 1 & 0 & 0 \\ 0 & 1 & 0 \\ 0 & 0 & 1 \end{bmatrix}, \quad \mathbf{B} = \begin{bmatrix} 1 & 0 & 0 \\ 0 & 1 & 0 \\ 0 & 0 & 1 \end{bmatrix}, \quad \mathbf{C} = \begin{bmatrix} 1 & 0 & 0 \\ 0 & 1 & 0 \\ 0 & 0 & 1 \end{bmatrix}, \\
 & \text{and } \mathbf{D} = \begin{bmatrix} 1 & 0 & 0 \\ 0 & 1 & 0 \\ 0 & 0 & 1 \end{bmatrix}.
 \end{aligned}$$

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STATE OF NEW YORK

**SECRET**

CECIL G. CHASON

ATTORNEY AT LAW

FOLEY, ALABAMA

October 19, 1955

Hon. H. M. Hall  
Judge of Circuit Court  
Bay Minette, Alabama

Dear Judge Hall:

I am enclosing herewith a suggested Final Decree in the case of Coker -vs- Davis, which I made as brief as possible. I trust that it is worded so as to finally dispose of this matter.

Yours very truly,

  
C. G. Chason

CGC:fm

encls. 1

LAW OFFICES OF  
J. TERRY REYNOLDS, JR.  
ATTORNEY AT LAW  
605-6 FIRST NATIONAL BANK BUILDING  
MOBILE, ALABAMA  
—  
TELEPHONE 3-3661

WILLIAM R. LAUTEN

December 14, 1955

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

Re: Perry Coker  
Vs: Leo Davis  
Circuit Court, Equity, et al  
No. 3353

Dear Mrs. Duck:

Please sign the enclosed motion for a re-hearing.

Actually this case is being settled but the final papers have not been signed, hence we are filing this motion and the last day for filing it is December 15, 1955. I have already delivered a copy of this motion to Honorable I. J. Langford of the firm of Howell and Johnston. Please see that this motion is filed by December 15, 1955.

Thanking you, I am

Yours very truly,

  
WILLIAM R. LAUTEN

WRL:gj

Encl. 1

PERRY COKER, individually, and ) IN THE CIRCUIT COURT OF  
PERRY COKER, doing business as )  
COKER DISTRIBUTING COMPANY, ) BALDWIN COUNTY, ALABAMA

Complainant, ) IN EQUITY

VS. ) NO. 1333

LEO DAVIS, also known as ELLIS )  
LEO DAVIS and MINNIE OLA DAVIS,  
in dividually and jointly. )

Respondents. )

INTERROGATORIES PROPOUNDED TO THE DEFENDANT, MINNIE OLA DAVIS,  
TO BE ANSWERED UNDER OATH IN ACCORDANCE WITH RULE 39 (b)

ALABAMA EQUITY RULES

Now comes the Complainant in the above styled cause and propounds  
the following interrogatories to the Respondent, Minnie Ola Davis:

For the purposes of these interrogatories the following described  
property is herein referred to as the property in question:

All that real property situated, lying and being in  
Montgomery County, Alabama, described as follows:  
Lot Four (4) in Block Five (5) according to the M. B.  
Campbell plat, as recorded in the office of the Judge  
of Probate of Montgomery County, Alabama, in plat  
book Two (2) at Page Thirty Two (32).

All references to the recordings are to the records in the office of  
the Probate Judge of Montgomery County, Alabama.

1 (a) Please state your full name and the date of your birth.

(b) Are you the wife of Ellis Leo Davis, the other Respondent?

(c) When and where were you married to Ellis Leo Davis?

2 (a) Where are you presently residing?

(b) Is it Foley, Alabama, in Baldwin County?

(c) How long have you been residing in Foley, Alabama?

(d) If you are not now residing in Foley, Alabama, did you ever live in Foley,  
Alabama?

(e) Please state the inclusive dates in which you have resided in Foley,  
Alabama.

3 (a) Have you ever lived in Montgomery, Alabama?

(b) If you answer the foregoing question in the affirmative, please state the  
inclusive dates when you resided in Montgomery, Alabama, together with  
your Montgomery, Alabama addresses, giving the inclusive dates when you  
resided at each of such addresses.

4 (a) Were you employed at any time during the year immediately prior to  
March 24, 1952, inclusive?

(b) If your answer to the foregoing interrogatory is in the affirmative, please  
state where you were so employed, the name of each of your employers, the

nature of your duties and the dates of each such employment and the amount of weekly compensation received from each.

- (c) Have you been gainfully employed at any time since March 24, 1952?
- (d) If your answer to the foregoing question is in the affirmative, please give the same information requested in Question 4 (b) for such period since March 24, 1952.
- (e) What was the amount of your income from March 24, 1952, to date, inclusive?
- (f) Please state the amount of income received from each source and the names and addresses of each of such source, from March 24, 1952 to date.
- (g) Did you file a Federal and/or State income tax return for the year 1951?
- (h) Please attach to your answers hereto a copy of all Federal and State income tax returns on which your income for 1951 was reported, including any income tax filed jointly with your husband.
- (i) Did you file a Federal and/or State income tax return for the year 1952?
- (j) Please attach to your answers hereto a copy of all Federal and State income tax returns in which your income for 1952 was reported, including any income tax return filed jointly with your husband,.
- (k) Did you file a Federal and/or State income tax return for the year 1953?
- (l) Please attach to your answers hereto a copy of all Federal and State income tax returns in which your income for 1953 was reported, including any income tax return filed jointly with your husband.

5 (a) Please itemize in detail all property, real, personal and mixed, presently owned by you, or in which you presently have an interest, giving the value of each item of such property, and the extent of your interest therein.

(b) Please itemize in detail all property, real, personal and mixed, owned by you on March 23, 1952, or in which you then had an interest as of March 23, 1952, giving the value of each item of such property and the extent of your interest therein as of March 23, 1952.

6 (a) On or about March 24, 1952, did your husband, Ellis Leo Davis, convey to you the property in question?

(b) Please attach to your answers hereto a true and exact copy of the deed conveying the property in question from your husband, Ellis Leo Davis, to you.

(c) Please state the consideration for the deed, in which your husband conveyed the property in question to you on or about March 24, 1952.

(d) Does your husband claim that anything is presently due him on the consideration for the deed of March 24, 1952, to the property in question?

- (e) If your answer to the foregoing question is in the affirmative, please state everything your husband claims is due him on the consideration for the deed of March 24, 1952, to the property in question.
- (f) Did any money pass from you to your husband in exchange for the deed to said property?
- (g) If your answer to the foregoing question is in the affirmative, was such money paid in cash or by check?
- (h) If such money was paid in cash, please state the date of each of such payments and please state whether any receipt was given to you at the time of such payment by your husband for such cash money.
- (i) If any receipt was given you by your husband for such payment, please attach to your answers hereto a true and exact copy of all of such receipts.
- (j) If you say such money was paid by you by check, please attach to your answers all cancelled checks evidencing such payment, or a true and exact copy thereof, showing the dates each of such checks was paid.
- (k) Did you give your husband any security by note or otherwise, for the payment of any part of the consideration for the deed to the property in question from your husband to you?
- (l) If your answer to the foregoing question is in the affirmative, please attach to your answers hereto a true and exact copy of every such security, note or otherwise.
- 7 (a) Was there any mortgage or other lien on the property in question at the time of the conveyance of such property by your husband to you on or about March 24, 1952?
- (b) If you answer the foregoing question in the affirmative, please state the amount due on each of such mortgages and liens and the names and addresses of each of the holders thereof at the time of said conveyance, and the names and addresses of all the assignees or transferees of such holders.
- (c) Please attach to your answers a true and exact copy of each of such mortgages and liens on the property in question at the time of the conveyance of the same to you by your husband.
- (d) Please state the present balance due on each of said mortgages.
- (e) Please state whether Carol S. Lobman and Carol L. Hart are one and the same person.
- (f) Please state whether you are related by blood or marriage to Carol S. Lobman or Carol L. Hart.
- (g) If your answer to the foregoing question is in the affirmative, please state what such relationship is.

8(a) On March 24, 1952, what was the principal amount due on the mortgage from you and your husband to Carol S. Lobman, dated December 18, 1946, recorded Mortgage Book 603, Page 385.

(b) What is the present principal amount due on said mortgage.

(c) Have any interest and/or principal payments been made on the indebtedness due under said mortgage since March 24, 1952.

(d) If your answer to the foregoing question is in the affirmative, please state the dates of each of such payments, the amount of each of such payments, to whom each of such payments was made, and the name and address of the person or persons making each of such payments, showing the amounts paid by each of such persons making such payments.

(e) If any of such payments on said mortgage were made by you, were such payments made in cash or by check?

(f) If any of such payments made by you were by check, please attach to your answers to these questions each of the original cancelled checks, or a true and exact copy of each of such cancelled checks, showing the date such checks were paid.

(g) If any of such payments made by you were made in cash, please state whether any receipt was given for such payment.

(h) If your answer to the foregoing question is in the affirmative, please attach to your answers hereto a true and exact copy of each of such receipts given for each of such payments made by you.

(i) If any of such payments were made by you, please state from whom, the amount, and the date you received the money to make each of such payments.

(j) Please state whether any of the money paid on said mortgage indebtedness came from your husband, Ellis Leo Davis.

(k) If your answer to the foregoing question is in the affirmative, please state the amount of such indebtedness paid with your husband's money, and the date of each of such payments, attaching to your answers hereto a true and exact copy of any and all receipts or cancelled checks for such payments made by you with your husband's money.

9 (a) On March 24, 1952, what was the principal amount due on the mortgage from you and your husband to Carol L. Hart, dated March 24, 1952?

(b) What is the present principal amount due on said mortgage?

(c) Have any interest and/or principal payments been made on the indebtedness due under said mortgage since March 24, 1952?

(d) If your answer to the foregoing question is in the affirmative, please state the dates of each of such payments, the amount of each of such payments,

to whom each of such payments was made, and the name and address of the person or persons making each of such payments, showing the amounts paid by each of such persons making such payments

(e) If any of such payments on said mortgage were made by you, were such payments made in cash or by check?

(f) If any of such payments made by you were by check, please attach to your answers to these questions each of the original cancelled checks, or a true and exact copy of each of such cancelled checks, showing the date such checks were paid.

(g) If any of such payments made by you were made in cash, please state whether any receipt was given for such payment.

(h) If your answer to the foregoing question is in the affirmative, please attach to your answers hereto a true and exact copy of each of such receipts given for each of such payments made by you.

(i) If any of such payments were made by you, please state from whom, the amount, and the date you received the money to make each of such payments.

(j) Please state whether any of the money paid on said mortgage indebtedness came from your husband, Ellis Leo Davis.

(k) If your answer to the foregoing question is in the affirmative, please state the amount of such indebtedness paid with your husband's money and the date of each of such payments, attaching to your answers hereto a true and exact copy of any and all receipts or cancelled checks, for such payments made by you with your husband's money.

10 (a) If Bernard Lobman, who, in the margin of the record, cancelled a mortgage on the property in question, as attorney in fact for Jeanette Sabel, which mortgage is recorded in Mortgage Book 565, Page 339, related to you by blood or marriage.

(b) If so, please describe such relationship.

(c) Is said Bernard Lobman related by blood or marriage to Carol L. Hart, the Mortgagee of the mortgages of the property in question of December 18, 1946, and March 24, 1952?

(d) If your answer to the foregoing question is in the affirmative, please describe such relationship.

(e) Is Jeanette R. Sabel, the Mortgagee referred to in the conveyance of the property in question, dated September 25, 1942, recorded in Deed Book 233, Page 310, related by blood or marriage to you?

(f) If your answer to the foregoing question is in the affirmative, please



describe such relationship.

(g) Is said Jeanette R. Sabel related by blood or marriage to Carol L. Hart, the Mortgagee of the mortgages of the property in question, dated December 18, 1946, and March 24, 1952.

(h) If your answer to the foregoing question is in the affirmative, please describe such relationship.

11 (a) Is the mortgage to Jeanette R. Sabel referred to in the conveyance of the property in question, which conveyance is recorded in Deed Book 233, Page 210, the same mortgage from your husband and you to Jeanette R. Sabel recorded in Mortgage Book 565, Page 339?

(b) If your answer to the foregoing question is in the negative, please state whether the mortgage to Jeanette R. Sabel, to which the conveyance dated September 25, 1942, recorded in Deed Book 223, Page 210, was made subject, has been paid in full.

(c) If your answer to the foregoing question is in the negative, please state the amount due on said mortgage.

(d) Please state whether the mortgage given by you and your husband to Jeanette R. Sabel on September 26, 1942, recorded Mortgage Book 565, Page 339, was in whole or in part for the payment of the mortgage to Jeanette R. Sabel referred to in the conveyance of F. E. Davis and Fannie I. Davis to Ellis Leo Davis, dated September 25, 1942, recorded in Mortgage Book 233, Page 210.

(e) Please state the consideration for the mortgage to Jeanette R. Sabel recorded in Mortgage Book 565, Page 339.

(f) Was any money received by you or your husband for the mortgage to Jeanette R. Sabel, recorded in Mortgage Book 565, Page 339?

(g) If your answer to the foregoing question is in the affirmative, please state the amount of such money received by you and the amount of such money received by your husband.

12 (a) Please state whether J. E. Davis, one of the Grantors in the conveyance of the property in question by deed recorded in Deed Book 223, Page 210, is related to you by blood or marriage.

(b) If you answer the foregoing question in the affirmative, please state the nature of such relationship.

(c) Please state whether Fannie I. Davis, one of the Grantors in the conveyance of the property in question by the deed recorded in Deed Book 233, Page 210, is related to you by blood or marriage.

(d) If your answer to the foregoing question is in the affirmative, please state

the nature of such relationship.

13 (a) What was the consideration for the mortgage to Carol L. Lobman on the property in question executed by you and your husband on or about December 18, 1946, recorded Mortgage Book 603, Page 385.

(b) Was any part of such consideration used to pay the mortgage to Jeanette R. Sabel on the property in question, which mortgage is recorded in Mortgage Book 585, Page 339?

(c) If your answer to the foregoing question is in the affirmative, please state what amount of the consideration for said mortgage to Carol Lobman was used to pay said mortgage to Jeanette R. Sabel.

(d) Please render an accounting of the money showing how the consideration for the mortgage to Carol S. Lobman dated December 18, 1946, recorded Mortgage Book 603, Page 385, was disbursed. In your answer to this question, please show (1) amount consideration, (2) amount paid to Ellis Leo Davis, (3) amount paid to you, (4) amount disbursed in discharge of mortgage to Jeanette Sabel dated September 26, 1942, (5) names of each other recipient and amount disbursed to each.

(e) Please render an accounting of the money showing how the consideration for the mortgage to Carol L. Hart, dated March 24, 1952, recorded Mortgage Book 723, Page 116, was disbursed. In your answer to this question please show (1) amount consideration, (2) amount disbursed to Ellis Leo Davis, (3) amount disbursed to you, (4) amount disbursed in discharge of mortgage to Carol S. Lobman, dated December 18, 1946, recorded Mortgage Book 603, Page 385.

14 (a) Please state whether any note or any other security was given to further secure the indebtedness to Jeanette R. Sabel for which the mortgage recorded in Mortgage Book 565, Page 339, was executed.

(b) Please itemize the payments on said mortgage from the date of its execution to date. Please state the names of the persons who paid each of said notes, the amount paid by each, and the dates paid, attaching to your answers hereto all written evidence of such payments.

(c) Please attach to your answers hereto a true and exact copy of all such notes and other security given to secure said indebtedness to Jeanette R. Sabel.

15 (a) Please give the same information as that requested in Question 14 (a), except with reference to the Mortgage of the property in question to J. E. Davis, dated September 26, 1942, recorded Mortgage Book 565, Page 381.

(b) Please give the same information as that requested in Question 14 (b)

except with reference to the mortgage referred to immediately above.

(c) Please give the same information as that requested in Question 14 (c), except with reference to the mortgage to J. E. Davis, recorded Mortgage Book 565, Page 381.

16 (a) Please give the same information as that requested in Question 14 (a) except with reference to the Mortgage of the property in question to Carol S. Lobman, dated December 18, 1946, recorded Mortgage Book 603, Page 385.

(b) Please give the same information as that requested in Question 14 (b) except with reference to the mortgage referred to immediately above.

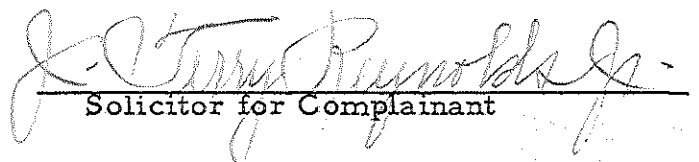
(c) Please give the same information as that requested in Question 14 (c), except with reference to the mortgage to Carol S. Lobman.

17 (a) Please give the same information as that requested in Question 14 (a), except with reference to the mortgage of the property in question to Carol L. Hart, dated March 24, 1952, recorded Mortgage Book 723, Page 116.

(b) Please give the same information as that requested in Question 14 (b), except with reference to the mortgage referred to immediately above.

(c) Please give the same information as that requested in Question 14 (c), except with reference to the mortgage to Carol L. Hart.

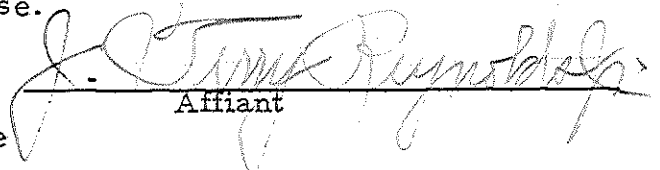
Respectfully submitted,

  
Solicitor for Complainant

STATE OF ALABAMA

COUNTY OF MOBILE

Before me, the undersigned authority in and for said County in said State, personally appeared J. Terry Reynolds, Jr., one of the Solicitors for the Complainant in the above styled cause, who, being by me first duly sworn, deposes and says that he is informed and believes and upon information and belief alleges that the answers to the foregoing questions propounded to the Respondent, Minnie Davis, if truly made, will be material evidence for the Complainant on the trial of this case.

  
Affiant

Sworn to and subscribed before me

this 30<sup>th</sup> day of October, 1954.

  
Notary Public, Mobile County, Alabama

