

T. B. Crossland, as Trustee in
Bankruptcy of the Peoples Hard-
ware & Furniture Company, a cor-
poration,

Complainant,

-vs-

L. C. Havard, Johnnie Elizabeth
Havard, Gulf Realty Company, a
corporation, and T. J. Martin,
Respondents.

NO. 18.
IN EQUITY.
IN THE CIRCUIT COURT OF BALDWIN
COUNTY, ALABAMA.

Come~~d~~ the respondents T. J. Martin and Gulf Realty Company, a corpor-
ation, by their solicitors, and demur to the cross-bill of L. C. Havard and
Johnnie Elizabeth Havard heretofore filed in this cause, on September 14th, 1917,
and assigned the following ^{separate} and several grounds, to wit:

1. There is no equity in said cross-bill.
2. Said cross-bill is insufficient for that it seeks the cancellation of a mortgage of a homestead, upon the ground that it is improperly executed by the wife of the mortgagor, but does not offer to do equity and refund to the mortgagee the consideration moving from him for said mortgage, or to place him in statu quo.
3. For that said cross-bill shows on its face that the cross-complainants are guilty of such laches as will now stop them from securing a cancellation of the mortgage, therein referred to.
4. For that said cross-bill shows that the cross complainants have knowingly and willfully practiced a fraud upon these respondents and should not now be allowed the relief prayed for.
5. For that said cross-bill shows that these respondents are purchasers for value without notice, and should be protected.
6. For that said cross-bill shows that the mortgage therein referred to, was executed by Johnnie Elizabeth Havard, wife of L. C. Havard, knowingly and voluntarily without fear of constraint, or threats on the part of the husband, and of her own free will and accord.

Richard Austill Beebe

Solicitors for respondents,
T. J. Martin and
Gulf Realty Company, Incorporated.

T. E. Crossland, as trustee
in Bankruptcy.

vs.

L. C. Havard et al.

WILLIAM S. ANDERSON
ATTORNEY AT LAW
MINNETTE, ALABAMA

Depositions of,

L. C. Havard,
Johnnie Elizabeth Havard &
Joseph J. McGill,
Witnesses for Respondents.

Received this Deposition from the hands
of W. S. Anderson, Commissioner, this

7 day of Nov 1918.

N. W. Richerson Clerk.

N. W. Richerson Esq.,
Clerk Circuit Court,

Bay Minette,

Ala.

W. S. Hudson
Commissioner

W. S. Hudson
Commissioner

Opened by order
of Court
11/20 - 6 918
F. S. Hudson
Register

W. S. Hudson
Commissioner

Serve on Gulf Realty Co, a Corporation THE STATE OF ALABAMA,
Bay Minette, Ala. BALDWIN COUNTY.

CIRCUIT COURT OF BALDWIN COUNTY,
IN EQUITY.

No. 18

SUMMONS.

T.B. Crossland Trustee

vs.

I.C. Howard et al.

Chas Hall,

Stevens Mc Corvey and McLeod.

Solicitor for Complainant.

Recorded in Vol. Page.

Received in office this

day of 191

Sheriff.

Executed this day of

191

by leaving a copy of the within Summons with

Defendant

Sheriff

By

Deputy Sheriff.

I've hereby accepted service of the within notice for Gulf Realty Company, this 2nd day of 1918
Richard Curtis
Attorney for Gulf Realty Co

THE STATE OF ALABAMA,
BALDWIN COUNTY.

CIRCUIT COURT OF BALDWIN COUNTY,
IN EQUITY.

To any Sheriff of the State of Alabama—GREETING:

WE COMMAND YOU, That you summon Gulf Realty Company a Corporation

of Baldwin County, to be and appear before the Judge of the Circuit Court of Baldwin County, exercising Chancery jurisdiction, within thirty days after the service of Summons, and there to answer, plead or demur, without oath, to ^{a cross} a Bill of Complaint lately exhibited by

T.B. Crossland as Trustee in Bankruptcy of the Peoples Hardware and Furniture Company, a Corporation., L.C. Havard and Johnnie Elizabeth Havard Cross Complainants,

against said L.C. Havard, Johnnie Elizabeth Havard, Gulf Realty Company, a Corporation and T.J. Martin.

and further to do and perform what said Judge shall order and direct in that behalf. And this the said Defendant shall in no wise omit, under penalty, etc. And we further command that you return this writ with your endorsement thereon, to our said Court immediately upon the execution thereof.

WITNESS, T. W. Richerson, Register of said Circuit Court, this 24th, day of December

1917

T. W. Richerson

Register.

CROSS

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

No. 74 1st

In Circuit Court
Baldwin Co., Ala.
In Equity

T. B. Crossland,
Trustee etc.,
Complainant.

- vs -
L. C. Harrod,
et al.,

Respondents

Bill of Complaints

Filed May 14 1917
T. W. McMillan
Register

Register

EXHIBIT 3.

State of Alabama,
Baldwin County.

Know all men by these presents, That I, the undersigned T. J. Martin, an unmarried man, for and in consideration of the sum of Two Thousand Dollars (\$2000.00) to me in hand paid by the Gulf Realty Company, a corporation under the laws of the State of Alabama, do hereby transfer, ser over, and assign unto the said Gulf Realty Company that certain mortgage made and executed on the 27th day of October, 1914, by L. C. Havard and Johnnie Elizabeth Havard, his wife, to me, which said mortgage is duly recorded in Mortgage Record Book No. 13, pages 669-70 of the Probate Records of Baldwin County, Alabama, as kept in the office of the Judge of Probate of said County, Bay Minette, Alabama, hereby transferring, assigning, and setting over unto the said Gulf Realty Company the debt secured by the said mortgage, as evidenced by said note for Two Thousand Dollars, being the date of the aforesaid mortgage, with interest at the rate of eight per cent per annum.

I hereby authorize the said Gulf Realty Company to collect the said debt, and appropriate the money, and, if need be, to force collection and foreclose the mortgage in its own name, and to its own use and benefit; including, all my rights under this instrument. All without recourse on me, except that I do hereby warrant and guarantee that the debt is unpaid.

In testimony whereof, I have hereunto set my hand and affixed my seal at Bay Minette, Alabama, on this 1st day of April A.D., 1915.

T. J. Martin (Seal)

STATE OF ALABAMA,
BALDWIN COUNTY.

I, Theron P. Weaver, a Notary Public in and for said County and State, do hereby certify that T. J. Martin, unmarried, whose name is signed to the foregoing transfer or assignment of mortgage, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand on this the 1st day of April, A.D., 1915.

(Seal)

Theron P. Weaver,
Notary Public, Baldwin County,
Ala.

The following endorsements
appear:

"Filed for record April 7th, 1915.

"Recorded April 14th, 1915.

J.H.H. Smith, Judge of Probate."

Exhibit 3

affixed my seal, this the 27th day of October, 1914.

Executed in the presence of: L. C. HAVARD (L.S.)
JOHNNIE ELIZABETH HAVARD (L.S.)

J. J. McGill, Notary Public
and Ex Off. Justice of the
Peace.

THE STATE OF ALABAMA, BALDWIN COUNTY.

I, J. J. McGill,
in and for said County and State, hereby certify that Louis C.
Havard, whose name is signed to the foregoing conveyance, and
who is known to me, acknowledged before me on this day that
being informed of the contents of the conveyance, he executed
the same voluntarily on the day the same bears date.
GIVEN under my hand, this 27 day of Oct. 1914.

J. J. McGill, N.P. and Ex Off.
Justice of the Peace.

THE STATE OF ALABAMA, BALDWIN COUNTY.

I, J. J. McGill, Notary Public and Ex. Off. Justice of
the Peace in and for said County and State, do hereby certify
that on the 27 day of Oct., 1914, came before me the within
named Johnnie E. Havard, known to me to be the wife of the within
named Louis C. Havard, who, being examined separate and apart
from the husband touching her signature to the within conveyance,
acknowledged that she signed the same of her own free will and
accord and without fear, constraint or threats on the part of the
husband.

In witness whereof I hereunto set my hand, this 27 day
of Oct. 1914.

J. J. McGill, N.P. & Ex Off. J.P.

The following endorsements appear on the above mortgage:

The State of Alabama, Baldwin County.
Office of Judge of Probate.

I hereby certify that the within mortgage
was filed in this office for record on the
9th day of Jan. 1915, at ___ O'clock ___ M, and
duly recorded in Book 13 of Mortgages, pages
669-70 and examined.

J.H.H. Smith,
Judge of Probate.
G.J.L. Kessler, Clerk.

STATE OF ALABAMA,
BALDWIN COUNTY.

I, J.H.H. Smith, Judge of Probate
for said county, hereby certify that the
following privilege tax has been paid on
the within instrument, as required by
Acts 1902 & 1903, viz: \$3.00.

J.H.H. Smith, Judge of Probate,
J. L. Kessler, Clerk.

X
E. H. Smith

✓

EXHIBIT 2.

THE STATE OF ALABAMA, ::
ESCAMBIA COUNTY. :: KNOW ALL MEN BY THESE PRESENTS,

That, We, Louis C. Havard, _____
for and in consideration of _____ indebtedness in the sum of
Two Thousand Dollars, which is evidenced by our promissory
note bearing even date with this instrument, payable to T. J.
Martin, as follows, to-wit: One year after date, subject to
renewal after maturity; and for the purpose of securing the
payment of the said note, and the Attorney's fees and all other
charges and expenses agreed to be paid therein, and any and all
renewals of the same, whether made before, at, or after the
maturity thereof, as well as all other, further and future made
or caused to be made to him by the said T. J. Martin, any and all
other sums and amounts that he may now or hereafter be indebted
to the said T. J. Martin, the said Louis C. Havard do hereby
grant, bargain, sell and convey unto the said T. J. Martin, its
successors and assigns forever, the following described property,
to-wit: A certain tract of land beginning at the southeast
corner of the West Half of the Northeast Quarter of Section 36,
Township One North of Range Four East; running thence west 385
yards to a post, thence north 30 degrees west 358 yards to a
post, thence east 17 degrees north five hundred and fifty yards
to a post, thence south 531 yards to the place of beginning,
containing 40 and 26/100 acres, more or less, less five acres
dede'd for school in the south part and corner of said land as
described above, - which said property he guarantee to be his
property and free from all liens and incumbrances of every kind
and description whatsoever, and that he have a legal title to,
and a good and perfect right, to sell and dispose of the same.
To have and to hold to the said T. J. Martin, its successors and
assigns forever.

The condition of this conveyance is such that, whereas, if
he pay the said note on above described, at or before the matu-
rity thereof, with the interest due thereon, together with all sums
that he may be then indebted to the said T. J. Martin, then this
conveyance to be void, otherwise to remain in full force and ef-
fect; and upon _____ failure to pay said note on above described, with
interest due thereon, together with all other sums of money that
he may be indebted to the said T. J. Martin, then the said T. J.
Martin, its Agents, Attorneys or Assigns, are hereby authorized
to take possession of the said above described property, and sell
the same to the highest bidder, for cash, at public auction,
before the Court House door of said county, after first having
given 30 days notice of the time and place of sale, by advertise-
ment in some newspaper published in said county, or by posting a
written notice at the court house door and two other public
places in said county, and to execute title to the purchaser, and
the said T. J. Martin, its successors and assigns, are hereby
authorized and empowered to become the purchaser of the said prop-
erty at said sale as though a stranger to this mortgage, and out
of the proceeds or moneys arising from such sale to retain the
principal and interest which shall then be due on said note, and
any other sum, amount or indebtedness that he may be due the said
T. J. Martin, together with all costs, charges for recording this
mortgage, advertising, selling and conveying said property, with
a reasonable Attorney's fee for collecting the said note and fore-
closing said mortgage, and the surplus, if any there be, pay
over to the said Louis C. Havard, _____, heirs, executors,
administrators and assigns.

IN WITNESS WHEREOF, I have hereunto set my hand and

Exhibit 2



EXHIBIT 1.

\$2000.00

Bay Minette, Ala., Oct. 27, 1911.

One year after date I promise to pay to the order of T. J. Martin Two Thousand Dollars, for value received, with interest at _____ per cent. after _____

And also for attorney's fees that the payee or assignee of this note may incur in its collections; negotiable and payable without offset at T.J. Martin's, Atmore, Alabama, and to secure the payment of this note each maker and endorser of the same hereby waives all his rights of exemption. And each endorser of this note waives the suit against the maker required by Section 892 of the Code of Alabama of 1896, and also waives presentment for payment, protest, and notice of protest and non-payment thereof; and does hereby expressly agree that his endorsement shall remain good and binding until this note is paid in full.

WITNESS:

J. J. McGill, N.P. Ex Off
J.P.

L. C. HAVARD (Seal)

JOHNNIE ELIZABETH HAVARD (Seal)

Handwritten signature/initials on the left margin.

Handwritten checkmark at the bottom center.

to Gulf Realty Company be cancelled as a cloud upon your Orator's title to the said note and mortgage and to the property described in said mortgage.

And, further, that Your Honor will order a reference to be held to ascertain the correct amount due under said note and mortgage by the said L. C. Havard, and Johnnie Elizabeth Havard, and direct the foreclosure of said mortgage in the event the amount ascertained to be due is not paid.

And, if he is mistaken in the relief prayed for herein, your Orator prays that Your Honor will grant unto him such other, further, different and general relief as, in justice and equity, he may be entitled to receive under the allegations and proofs, and he will ever pray, etc., etc.

P A G E & M c M I L L A N,

Solicitors for Complainant.

Foot-note:- The Respondents, and each of them, are required to answer each and every paragraph of the foregoing bill of complaint numbered first to eighth, both inclusive, but not under oath, answer under oath being hereby expressly waived.

P A G E & M c M I L L A N,

Solicitors for Complainant.

creditors of the said Peoples Hardware & Furniture Company who were represented by the said Ed. Leigh McMillan.

Eighth.

Your Orator further avers that the said Gulf Realty Company, at the time the said T. J. Martin attempted to transfer and assign said note and mortgage, copies of which are hereto attached as Exhibits 1 and 2 respectively, was in possession of sufficient facts to put it on notice that the said note and mortgage so attempted to be transferred and assigned were, in equity and good conscience, the property of the Peoples Hardware & Furniture Company.

P R A Y E R F O R P R O C E S S .

WHEREFORE, THE PREMISES CONSIDERED, your Orator prays that the said L. C. Havard, Johnnie Elizabeth Havard, Gulf Realty Company, a corporation, and T. J. Martin be made parties respondent to this bill of complaint, and that the usual process of this Honorable Court be forthwith issued to them, commanding them to demur, plead to, or answer this bill of complaint within the time and under the pains and penalties prescribed by law and under the rules of this Honorable Court.

P R A Y E R F O R R E L I E F .

And your Orator prays that Your Honor will make and enter an order and decree, that the transfer, assignment and delivery of the said note and mortgage by the said T. J. Martin and Peoples Hardware & Furniture Company to the said Ed. Leigh McMillan vested in the said Ed. Leigh McMillan all the right, title, claim and interest of the said T. J. Martin and the said Peoples Hardware & Furniture Company in and to the said note and mortgage, and in and to the property described in said mortgage. And your Orator prays that the said attempted transfer of said note and mortgage, attached as Exhibit No. 3 to this bill of complaint, by the said T. J. Martin

X
Martin and by Peoples Hardware & Furniture Company to Ed. Leigh McMillan, an attorney who represented many of the creditors of the said Peoples Hardware & Furniture Company, to secure the payment of the debts of the Peoples Hardware & Furniture Company to its creditors who were represented by the said Ed. Leigh McMillan. The said note and mortgage were delivered to the said Ed. Leigh McMillan then and there, and remained in his possession until your Orator was elected and qualified as Trustee of the said bankrupt estate, and at that time the said Ed. Leigh McMillan, as Trustee and Attorney for certain creditors, transferred and assigned the said note and mortgage to your Orator, and your Orator has had possession of said note and mortgage ever since.

Seventh.

That on to-wit: the first day of April, 1915, which was after the said note and mortgage were transferred, assigned and delivered to the said Ed. Leigh McMillan, the said T. J. Martin attempted to transfer the said note and mortgage, copies of which are marked Exhibits 1 and 2 respectively, and attached to, and made a part of this bill of complaint, to the Gulf Realty Company, a corporation, said transfer and assignment to the said Gulf Realty Company dated April 1st, 1915, and recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Mortgage Record 15, on page 109, a copy of which said transfer, marked Exhibit 3, is hereto attached and made a part of this bill of complaint. Your Orator avers that at the time of the said attempt to transfer to the said Gulf Realty Company by the said T. J. Martin of the said note and mortgage, the said note and mortgage were in the possession of the said Ed. Leigh McMillan, and that at the time and before the execution of the said transfer to the Gulf Realty Company, the Gulf Realty Company was in possession of sufficient facts to put it on notice that said note and mortgage had been transferred, assigned and delivered to the said Ed. Leigh McMillan, for the uses and benefit of the

Hardware & Furniture Company was, to permit the said T. J. Martin and Alice Huggins Martin to receive from the said Peoples Hardware & Furniture Company dividends upon the stock held by them, the said contributions being made by the said Martin and the said Alice Huggins Martin shipping to Perdido, Alabama, goods, wares and merchandise belonging to, and from the store of, the said Peoples Hardware & Furniture Company located in the town of Atmore, Alabama. Your Orator avers that at the time the said goods were shipped by the said T. J. Martin and Alice Huggins Martin to Perdido Hardware Company, at Perdido, Alabama, the said Peoples Hardware & Furniture Company was insolvent.

Fifth.

That the said L. C. Havard gave to the said T. J. Martin a note under date of October 27, 1914, for Two Thousand Dollars (\$2,000.00) payable one year from date, said note secured by mortgage on real estate in Baldwin County, Alabama, the said note and mortgage being also signed by Johnnie Elizabeth Havard, the wife of the said L. C. Havard. Copies of said note and mortgage, marked Exhibits 1 and 2, respectively, are hereto attached and made a part of this bill of complaint. That said note and mortgage were given to the said T. J. Martin in payment of, or to secure the interest of the said L. C. Havard in and to the assets of the said Perdido Hardware Company. That the said mortgage was recorded on the 9th day of January, 1915, in the office of the Judge of Probate of Baldwin County, Alabama, in Mortgage Record 13, on page 669.

Sixth.

That some time during the first half of the year 1915 the said note and mortgage executed by L. C. Havard and wife, Johnnie Elizabeth Havard, payable to T. J. Martin, copies of which said note and mortgage, marked Exhibits 1 and 2, respectively, are hereto attached, were transferred, assigned and delivered by the said T. J.

Second.

That at the time the said Peoples Hardware & Furniture Company was adjudged a bankrupt, or shortly prior thereto, T. J. Martin was a stockholder in, and President and Manager of, the said Peoples Hardware & Furniture Company.

Third.

That an order was heretofore made in the United States District Court for the Southern Division of the Southern District of Alabama, adjudging the said Peoples Hardware & Furniture Company, a corporation, a bankrupt. That the said Peoples Hardware & Furniture Company was, at the time of its adjudication as a bankrupt, and for a long time prior thereto, insolvent, and was indebted in large sums of money to divers and different persons, firms and corporations throughout the United States of America.

Fourth.

That prior to the adjudication of the said Peoples Hardware & Furniture Company as a bankrupt, the said T. J. Martin and Alice Huggins (now Alice Huggins Martin, wife of the said T. J. Martin), and L. C. Havard formed among themselves a partnership for the running and operation of a mercantile or hardware business at Perdido, in Baldwin County, Alabama, under the firm name and style of Perdido Hardware Company. That the interest owned and contributed to the said partnership of Perdido Hardware Company by the said T. J. Martin, Alice Huggins Martin and L. C. Havard was furnished and contributed by the Peoples Hardware & Furniture Company, a corporation as aforesaid, and during this time the said Peoples Hardware & Furniture Company was indebted to divers, sundry and different persons, firms and corporations throughout the United States of America in large sums of money, the said creditors being the same creditors, or a large proportion of the same creditors to whom the said corporation was indebted at the time it was adjudged a bankrupt. That the effect of said contribution by Peoples

Serve on.....

CIRCUIT COURT OF BALDWIN COUNTY,
IN EQUITY.

No. 18

SUMMONS.

T. B. Crossland,
as Trustee in Bank-
ruptcy, etc, on
Trade Bill,

vs.

L. C. Howard
et al,

Chas Hall &
Stevens, McConney, McLeod

Solicitor for Complainant.

L. C. Howard & Johnnie
Elizabeth Howard,

Recorded in Vol. Page

R 7

THE STATE OF ALABAMA,
BALDWIN COUNTY.

Received in office this.....

day of 191.....

Sheriff.

Executed this..... day of

191.....

by leaving a copy of the within Summons with

Defendant

Sheriff

By

Deputy Sheriff.

Case Bill

THE STATE OF ALABAMA,
BALDWIN COUNTY.

CIRCUIT COURT OF BALDWIN COUNTY,
IN EQUITY. *no. 18.*

To any Sheriff of the State of Alabama—GREETING:

WE COMMAND YOU, That you summon

*T. B. Crossland, as
Trustee in Bankruptcy of the Peoples
Hardware & Furniture Company, a cor-
poration*

of _____ County, to be and appear before the Judge of the Circuit Court of

Baldwin County, exercising Chancery jurisdiction, within thirty days after the service of Summons, and there to

answer, plead or demur, without oath, to a ^{Case} Bill of Complaint lately exhibited by *L. C. Howard
and Johnnie Elizabeth Howard*

against said

*T. B. Crossland, as Trustee in Bank-
ruptcy of the Peoples Hardware and
Furniture Company, a corporation, Gulf
Realty Company, a corporation, and
D. J. Martin*

and further to do and perform what said Judge shall order and direct in that behalf. And this the said Defendant, shall in no wise omit, under penalty, etc. And we further command that you return this writ with your endorsement thereon, to our said Court immediately upon the execution thereof.

WITNESS, T. W. Richerson, Register of said Circuit Court, this *11th* day of *April*

191*8*

T. W. Richerson

Register.

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

T. B. Crossland, as Trustee in	::	
Bankruptcy of the Peoples Hardware	::	
& Furniture Company, a corporation,	::	
	::	In the Circuit Court of
Complainant,	:::	Baldwin County, Alabama.
	::	
vs.	::	In Equity.
	::	
L. C. Havard, Johnnie Elizabeth	::	
Havard, Gulf Realty Company, a	::	
corporation, and T. J. Martin,	::	
	::	
Respondents.	::	

TO THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, and
 TO THE HONORABLE A. E. GAMBLE, JUDGE OF SAID COURT,
 SITTING IN EQUITY:

Your Orator, T. B. Crossland, respectfully represents and shows
 unto Your Honor:

First.

That he was, on the 10th day of May, 1915, duly and legally
 elected as Trustee of the bankrupt estate of the Peoples Hardware & Fur-
 niture Company, a corporation; that he has qualified, and is now acting
 as such Trustee, and that heretofore, and before the filing of this bill
 of complaint, an order was made by Honorable R. T. Ervin, Referee in
 Bankruptcy at Mobile, Alabama, in the matter of the estate of the said
 Peoples Hardware & Furniture Company, a corporation, Bankrupt, authoriz-
 ing and empowering your Orator to file in any court having jurisdiction
 of this cause, suits at law or in equity against T. J. Martin, Gulf
 Realty Company, L. C. Havard, and others, to set aside conveyances alleged
 to have been made by them, or either of them, in fraud of the creditors
 of the estate of the said bankrupt, and to do any and all things legal
 and proper in the premises.

Your Orator further avers that L. C. Havard and Johnnie Elizabeth
 Havard are each over the age of twenty-one years, and that they each
 reside at Perdido, in Baldwin County, Alabama. That the Gulf Realty Com-
 pany is a corporation, with its principal place of business at Bay
 Minette, in Baldwin County, Alabama; and that T. J. Martin is over the
 age of twenty-one years and resides at present at Opp, in Covington
 County, Alabama.

T. B. Crossland, as Trustee in Bankruptcy
of the Peoples Hardware & Furniture
Company, a Corporation.)
Complainant.)
-----vs-----)
L. C. Havard, Johnnie Elizabeth Havard,
Gulf Realty Company, a corporation, and
T. J. Martin,)
Respondents.)

In the Circuit Court of
Baldwin County, Alabama.
In Equity.

Comes the respeondent, Gulf Realty Co. Inc. and assigns the follow-
ing separate and several demurrers to the original bill:

1. There is no equity in the bill.
2. That said bill does not show that the Peoples Hardware & Furniture Company Inc. Bankrupt has any right, title, interest, or claim in or to the note or mortgage made and given on October 27, 1914, by L. C. Havard to T. J. Martin shown as exhibits No. 1 and 2 to the bill.
3. For the said bill does not show that said note and mortgage were ever assigned to the said Peoples Hardware & Furniture Company Inc. Bankrupt.
4. For the said bill does not show an assignment of said note or mortgage to Ed Leigh McMillan.
5. For that said bill does not show that said Ed Leigh McMillan was the agent for or had the authority to represent the Peoples Hardware & Furniture Company Inc, Bankrupt in taking said assignment.
6. For the said bill shows on its face that there was no consideration for the assignment of said note or mortgage said Ed Leigh McMillan or the Peoples Hardware & Furniture Company.
7. For the said bill does not show that the respondent, Gulf Realty Company Inc. had any notice of the assignment or transfer of said note or mortgage to said Ed Leigh McMillan or the Peoples Hardware & Furniture Company Bankrupt at the time said note or mortgage were assigned to it, the said Gulf Realty Company Inc.
8. For that said bill does not show that said note or mortgage were ever assigned and transferred to said Peoples Hardware & Furniture Company Inc. Bankrupt.
9. For that said bill shows that said note and mortgage is the property of the Perdido Hardware Company.
10. For that it not shown in said bill that said note or mortgage had not been paid or that said note or mortgage were unpaid at the time of the alleged assignment to Ed Leigh McMillan.

Rickard, Rustell & Bell
Solicitors for Respondent,
Gulf Realty Company Inc.

900
Gulf Realty Co
Deceased by
Original Will

Filed 6/14-1914
T. W. Richardson
~~Trustee~~
Register

W. B. Richardson

FR

500
Demmes to
Crossbill

Filed 4/12/1918,
J. W. Richmond
Register

PAGE, McMILLAN & BROOKS
ATTORNEYS AT LAW
BREWTON, ALA.

FR

T. B. Crossland, as Trustee	::	No. 18.
in Bankruptcy for Peoples	::	
Hardware & Furniture Company,	::	In Equity,
a corporation,	::	
Complainant,	::	In the Circuit Court of
	::	Baldwin County, Alabama.
vs.	::	
	::	
L. C. Havard and Others,	::	
	::	
Respondents.	::	

Now comes the Complainant in the above styled cause and demurs to the cross bill as filed in this cause by the Respondents L. C. Havard and Johnnie Elizabeth Havard, said cross bill filed on, to-wit, the 14th day of September, 1917, on the following several and separate grounds, to-wit:

1st.

There is no equity in the cross bill.

2nd.

That the said cross bill seeks equity without offering to do equity.

3rd.

That the said cross shows and sets forth that the Respondents, L. C. Havard and Johnnie Elizabeth Havard, are not coming into this court with clean hands seeking equity, in that they knowingly and wilfully perpetrated a fraud in the execution of the said mortgage which is sought to be cancelled, in that they are seeking to take advantage of the fraud which was perpetrated, and thus avoid the payment of a just and honest debt.

PAGE, McMILLAN & BROOKS,

HENRY D. MOORER,

Solicitors for Complainant.

the within writ
as to Gulf
Realty Company
by serving a copy
of the within Sum-
mons on Wm

Powell, the
President
of the said Gulf Realty
Co. a corporation,
on this the day of
May 1917

C. E. Eubank
Sheriff
By W. B. Richardson
Deputy Sheriff

No.
Circuit Court
Baldwin Co Ala
In Equity

J. B. Crossland & Sister
vs
Capt
Gulf Realty Co
et al
Respondents

Summons

Recd copy on
Wm Powell
JR

PAGE, McMILLAN & BROOKS
ATTORNEYS AT LAW
BREWTON, ALA.
Filed 5/4/17
By Richardson, Register

Rec in office May 4th 1917 and Executed
May 18th 1917 by serving a copy of the
within notice on Wm Powell

C. E. Eubank Sheriff
By W. B. Richardson

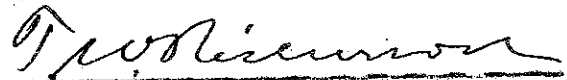
THE STATE OF ALABAMA, :: In the Circuit Court,
BALDWIN COUNTY. :: In Equity.

To Any Sheriff of the State of Alabama, GREETING:

You are hereby commanded to summon L. C. Havard, Johnnie Elizabeth Havard, Gulf Realty Company, a corporation, and T. J. Martin to appear, and plead to, answer or demur, within thirty days from the service hereof, to the bill of complaint filed in the Circuit Court of Baldwin County, Alabama, in Equity, by T. B. Crossland, as Trustee in Bankruptcy of the Peoples Hardware & Furniture Company, a corporation, against L. C. Havard, Johnnie Elizabeth Havard, Gulf Realty Company, a corporation, and T. J. Martin.

Herein fail not, due return to make of this writ as the law directs.

WITNESS, this 4 day of May, 1917.



Register in Chancery.

T. B. Crossland, as Trustee in
Bankruptcy of Peoples Hardware
& Furniture Company, a Corporation,
Complainant,

vs.

L. C. Havard, Johnnie Elizabeth
Havard, Gulf Realty Company, a
corporation, and T. J. Martin,
Respondents.

NO. 18

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

Spring Term, 1919.

This cause coming on to be heard at the present term, is submitted for final decree on the original bill of complaint and Exhibits One and Two thereto attached; answer of respondents, L. C. Havard and Johnnie Elizabeth Havard, as amended; and depositions of L. C. Havard, Johnnie Elizabeth Havard and Joseph J. McGill; and the same being duly noted and filed by the Register, and it appearing to the Court that the complainant has made no effort to support his bill of complaint and has taken no testimony whatever, and it further appearing to the Court that the allegations of the answer of the respondents L. C. Havard and Johnnie Elizabeth Havard have been fully established. After due consideration, it appears that the complainant is not entitled to the relief prayed for and that a decree should be here entered dismissing the complainant's bill of complaint: It is therefore adjudged, ordered and decreed that the bill of complaint in this cause be, and the same hereby is, dismissed.

It is further ordered, adjudged and decreed that the complainant pay the costs of this suit, for which execution may issue.

Done this 28th day of May, 1919.



Judge.

Filed May 28th 1919
T. W. Rice
Register

Serial recorded
on minutes.

inadmissible to impeach the certificate, except in case of fraud or imposition, and where knowledge or notice of the fraud or imposition is brought home to the grantee.' This must be taken with the qualification that the certificate is conclusive only of the facts the officer is by law authorized to certify."

Grider v. American Freehold Land Mortgage Co.,
99 Ala. 281 (291).

"When this case was before the court at a former term, it was held that a conveyance of the homestead, in all respects effectual for that purpose, except that it was not acknowledged by the wife as required by law, was a nullity; and that a proper acknowledgment made by the wife after the death of the husband did not defeat or affect the title of the heirs. This conclusion necessarily resulted from well settled principles of law as declared by repeated decisions of this court, and many of them being referred to in the opinion."

Woodstock Iron Co. v. Richardson, 94 Ala. 629 (630).

"Their deed was without the acknowledgment of the wife, as required by section 2508 of the Code, to make a valid conveyance by the husband of the homestead. By the repeated decisions of this court, as well as by the terms of the statute itself, such a conveyance is void. It is said of such a deed, that it is a nullity to all intents and purposes, and confers no rights, present or prospective, is totally insufficient as a muniment of title to support an action of ejectment, and is incapable of passing any estate or interest whatever in the homestead."

Parks v. Barnett, et al., 104 Ala. 438 (441).

There is almost a limitless number of cases which we could cite to the Court to the same effect, but it is unnecessary for us to do so.

In fact, the plaintiff has really made no effort to support his bill of complaint, and has taken no testimony whatsoever.

We respectfully submit that complainant is not entitled to the relief prayed for, and that a decree should be entered dismissing the bill of complaint.

Respectfully submitted,

Charles Hall

Stevens, W. Correy, & Lead
Solicitors for Respondents,
L. C. Havard, and Johnnie Elizabeth Havard.

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of the estate or interest owned therein by him."

Section 4160, Alabama Code of 1907.

"4161. Alienation of homestead when owner a married man.- No mortgage, deed, or other conveyance of the homestead by a married man shall be valid without the voluntary signature and assent of the wife, which must be shown by her examination, separate and apart from him, before an officer authorized by law to take acknowledgments of deeds, and the certificate of such officer upon, or attached to such mortgage, deed, or other conveyance, which certificate must be substantially in the following form:

State of Alabama,)
 County.)

I, _____, judge of _____ (or other officer, as the case may be), do hereby certify that on the _____ day of _____, 19____, came before me the within named _____, known to me (or made known to me) to be the wife of the within named _____, who, being examined separate and apart from the husband touching her signature to the within acknowledged that she signed the same of her own free will and accord, and without fear, constraints, or threats on the part of the husband. In witness whereof, I hereto set my hand, this _____ day of _____, 19____. Judge (or other officer, as the case may be). "

Section 4161, Alabama Code of 1907.

"The plaintiff's right to recovery was based on a mortgage, purporting to have been executed by the defendant and his wife. The land conveyed in the mortgage constituted the homestead of the defendant. The defendant offered evidence tending to show that the certificate of the wife's examination and acknowledgment was false, and that, in fact, no examination of, and acknowledgment by, the wife, as certified to, was ever had. * * * If, in fact, there was no examination of the wife, and no acknowledgment by her, before the officer making the certificate of examination and acknowledgment, then such certificate is absolutely void for want of authority in law to make it; in other words, the officer was without jurisdiction to make the certificate. * * * It was competent for the defendant to show, by parol evidence, the falsity of the certificate, as was done in this case, and, with this evidence in, the court very properly refused the affirmative charge requested by the plaintiff."

Chattanooga National B. & L. Association v. Vaught,
143 Ala. 389 (390-391).

"Upon due consideration, we are of opinion that the better rule, and the one sustained by the weight of authority, is, that when there has been no appearance before the officer, and no acknowledgment at all made it may be shown in disproof of the officer's certificate, even against bona fide mortgagees and purchasers. We approve the rule as it is stated in 1 Am. & Eng. Encyc. of Law, p. 160, Sec. 6: 'When there is no appearance before an officer, his false certificate of acknowledgment is void; but, when there is an appearance and acknowledgment of it in some manner, then the official certificate is conclusive of every fact appearing on its face; and evidence of what passed at the time of the acknowledgment is

The only testimony taken in the case consists of the depositions of L. C. Havard, and his wife, Johnnie Elizabeth Havard, and Mr. Joseph J. McGill, the Justice of the Peace who purported to take the separate acknowledgement of Mrs. Havard. Each of these witnesses clearly testify to the facts set forth in the fifth paragraph of the answer of these respondents, and show conclusively, without conflict or dispute, that the property covered by the mortgage was the Homestead of these respondents, and that there was no separate acknowledgement of the wife. Under all the authorities such an attempted mortgage of the Homestead is void. It is really unnecessary for us to cite authorities on this proposition, but for the convenience of the Court we will here note a few of the decisions of our Supreme Court. As a matter of fact, Sections 4160 and 4161 of the Code fully cover the case here presented without it being necessary for us to call the Court's attention to any of the numerous decisions of our Supreme Court.

"Sec. 205. Every homestead not exceeding eighty acres, and the dwelling and appurtenances thereon, to be selected by the owner thereof, and not in any city, town or village, or in lieu thereof, at the option of the owner, any lot in a city, town or village, with the dwelling and appurtenances thereon owned and occupied by any resident of this state, and not exceeding the value of two thousand dollars, shall be exempt from sale on execution or any other process from a court; for any debt contracted since the thirteenth day of July, eighteen hundred and sixty-eight, or after the ratification of this constitution. Such exemption, however, shall not extend to any mortgage lawfully obtained, but such mortgage or other alienation of said homestead by the owner thereof, if a married man, shall not be valid without the voluntary signature and assent of the wife to the same."

Section 205, Constitution of Alabama.

"4160. Homestead exemption.- The homestead of every resident of this state, with the improvements and appurtenances, not exceeding in value two thousand dollars, and in area one hundred and sixty acres, shall be to the extent of any interest he may have therein, whether a fee or less estate, or whether held in common or in severalty, exempt from levy and sale under execution or other process for the collection of debts during his life and occupancy, and if he leave surviving him a widow and a minor child or children, or either, during the life of the widow and minority of the child or children; but the area of the homestead shall not be enlarged by reason of any incumbrance thereon, or of the character

and acknowledged by him and after both the ordinary acknowledgement for him and the separate acknowledgement for his wife, Johnnie Elizabeth Havard, had been filled in by the said J. J. McGill, and before the said Johnnie Elizabeth Havard had signed the said mortgage, took the said mortgage about one fourth of a mile away to his residence and had the same signed by the said Johnnie Elizabeth Havard in the manner hereinabove mentioned; that the said Johnnie Elizabeth Havard has at no time made the requisite separate acknowledgement to the said mortgage before any officer, as required by law, and the said mortgage is absolutely void. These respondents admit that the mortgage hereinabove referred to was recorded on the 9th day of January, 1915, in the office of the Probate Judge of Baldwin County, Alabama, in Mortgage Record No. 13, page 669."

The respondents L. C. Havard and Johnnie Elizabeth Havard prayed that their answer be taken as a cross bill against the complainant and against the other two respondents, and that the Court would adjudge and decree that none of the cross-respondents had any right, title, claim or interest in, or incumbrance upon, the property covered by the said mortgage, and that the title of these two Respondents and cross-complainants was absolute and in fee simple, and free from all right, title interest or incumbrance, in, to, or upon the said lands which the said cross-respondents may have, claim or ^{are} reputed to claim, and further prayed that on the hearing of this cause the Court would adjudge and decree that the mortgage hereinabove referred to was absolutely void, invalid, and unenforceable, etc.

It will be noticed that in the answer and cross-bill filed by the Havards no offer was made to refund the money which had been obtained on the mortgage, and demurrers were filed to this cross bill pointing out the fact that the Havards were not offering to do equity, etc., etc. We were of the opinion that these demurrers were well taken, and accordingly amended the answer and cross-bill so as to make the same merely an answer, without praying for any affirmative relief on a cross bill. This amendment made it unnecessary for the Court to rule on the demurre to the cross bill.

NOTE OF EVIDENCE.

T. B. Crossland, as Trustee in :
Bankruptcy of Peoples Hardware :
& Furniture Company, a corpora- :
tion, :
Complainant, :
-vs- :
L. C. Havard, Johnnie Elizabeth :
Havard, Gulf Realty Company, a cor- :
poration, and T. J. Martin, :
Respondents. :

No. 18.
IN EQUITY.
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

At the hearing of this cause, the following note of evidence was taken, to-wit:

FOR THE RESPONDENTS, L. C. HAVARD AND JOHNNIE ELIZABETH HAVARD.

1. Original bill of complaint and exhibits 1 and 2 thereto attached.
2. Answer of L. C. Havard and Johnnie Elizabeth Havard, as amended.
3. Deposition of Joseph J. McGill.
4. Deposition of L. C. Havard.
5. Deposition of Johnnie Elizabeth Havard.

ATTEST.



Register.

134

F.B. Crossland, as Trustee,

Vs.

L.C. Havard, et al.

In Circuit Court,
Baldwin County, Ala.

NOTE OF EVIDENCE.

Filed 5/20 1919.
P. W. Richardson
Register

DR

T. B. Crossland, as Trustee in Bankruptcy
of the Peoples Hardware & Furniture Company,
a corporation,

Complainant,

- vs -

L. C. Havard, Johnnie Elizabeth Havard,
Gulf Realty Company, a corporation, and
T. J. Martin,

Respondents.

No. 18 IN EQUITY.
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALA.

It is hereby agreed between the undersigned, Page & McMillan,
as solicitors for complainant, and Charles Hall and Stevens, McCorvey &
McLeod, as solicitors for the respondents L. C. Havard and Johnnie
Elizabeth Havard, that the time within which the respondents L. C. Hav-
ard and Johnnie Elizabeth Havard shall plead to, answer or demur to
the bill of complaint filed in this cause be, and the same hereby is,
extended until August 15th, 1917, any pleadings filed by the said re-
spondents on or before the said date to be considered in all respects
as having been filed within the time allowed by law.

It is further agreed that this instrument shall be filed as one
of the papers in said cause.

Witness our hands this the 12th day of July, 1917.

Page & McMillan
Solicitors for Complainant.

Charles Hall

Stevens, McCorvey & McLeod

Solicitors for Respondents L. C. Havard
and Johnnie Elizabeth Havard.

NOTICE TO CREDITORS
In the case of the estate of
J. B. Crossland, deceased,
the undersigned, executor of the
last will and testament of the
deceased, do hereby give notice
that the same will be opened
for probate in the County of
Franklin, State of New Jersey,
on the 14th day of July, 1917,
at 10 o'clock in the forenoon,
at the Court House in the City
of Trenton, New Jersey, for
the purpose of proving and
qualifying the will of the
deceased, and for the purpose
of appointing an executor of
the same, and for the purpose
of settling the account of the
executor of the last will and
testament of the deceased.

WITNESSED my hand and seal
of office this 14th day of July,
1917.

14th July 18. In Equity

J. B. Crossland, as Trustee, etc.,

L. C. Howard, et al.

Agreement extending time for pleading for L. C. Howard and Johnnie Elizabeth Howard.

Filed: July 14, 1917.
G. W. Wickman
Register

Filed 7/14 1917
G. W. Wickman
Register

[Handwritten signature]

Witness our hands and seals this 14th day of July, 1917.

[Handwritten signature]

Notary Public for New Jersey
J. B. Crossland

Witness my hand and seal this 14th day of July, 1917.

THE STATE OF ALABAMA,
BALDWIN COUNTY.

CIRCUIT COURT OF BALDWIN COUNTY,
IN EQUITY.

To any Sheriff of the State of Alabama—GREETING:

WE COMMAND YOU, That you summon Gulf Realty Company a Corporation

of Baldwin County, to be and appear before the Judge of the Circuit Court of Baldwin County, exercising Chancery jurisdiction, within thirty days after the service of Summons, and there to answer, plead or demur, without oath, to ^{a CROSS} Bill of Complaint lately exhibited by

T.B. Crossland as Trustee in Bankruptcy of the Peoples Hardware and Furniture Company, a Corporation, I.C. Havard and Johnnie Elizabeth Havard Complainants.

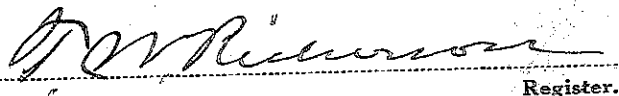
against said

I.C. Havard, Johnnie Elizabeth Havard, Gulf Realty Company, a Corporation and T.J. Martin.

and further to do and perform what said Judge shall order and direct in that behalf. And this the said Defendant shall in no wise omit, under penalty, etc. And we further command that you return this writ with your endorsement thereon, to our said Court immediately upon the execution thereof.

WITNESS, T. W. Richerson, Register of said Circuit Court, this 24th, day of December

1917


Register.

CROSS

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

copy

Serve on Gulf Realty Co., a Corporation THE STATE OF ALABAMA,
Bay Minette, Ala. BALDWIN COUNTY.

CIRCUIT COURT OF BALDWIN COUNTY,
IN EQUITY.

No. 18

SUMMONS.

T.B. Crossland Trustee

vs.

L.C. Havard et--als.

Chas Hall,

Stevens Mc Corvey and Mc Hood.

Solicitor for Complainant.

Recorded in Vol. _____ Page _____

Received in office this.....

day of 191.....

Sheriff.

Executed this..... day of

191.....

by leaving a copy of the within Summons with

Defendant

Sheriff

By _____

Deputy Sheriff.

T. B. CROSSLAND, As TRUSTEE,)
vs.) In the Circuit Court of Baldwin County,
L. C. HAVARD, ET. ALS.) In Equity.

This cause is submitted for final decree on the demurrers of Respondents to the Original Bill of Complaint, and, on consideration,

It is ordered, adjudged and decreed that the said Demurrers to the Original Bill of Complaint be and the same is, hereby, overruled.

It is further ordered that said Respondents may have twenty days from this date to file their answer.

Done at Chambers at Greenville, Alabama, this Dec. 31st 1917.


Judge.

J. B. Crossland, as
Trustee
no.

L. C. Harvard et
alio -

Order on
summons

Filed Jan 1, 1918
Thurston
Register

Recorded in
minutes

THE STATE OF ALABAMA,

Baldwin County.

CIRCUIT COURT, IN EQUITY.

No. 10.

W. B. Crossland as Trustee in Bankruptcy of the Peoples Hardware and Furniture Company, a Corporation.

Complainant

vs.

L. C. Hayward, Johnnie Elizabeth Hayward, Gulf Realty Company, a Corporation and T. J. Martin.

Defendant

To Rickarby Agstill and Bebee.

or

Solicitor of Record:

You are hereby notified that interrogatories have this day been filed by L. C. Hayward, and Johnnie Elizabeth Hayward,

in the office of the Clerk of the Circuit Court of

Baldwin County, to be propounded to Joseph J Mc Gill,

L. C. Hayward, and Johnnie Elizabeth Hayward,

witness as for the L. C. Hayward, and Johnnie Elizabeth Hayward, in the above stated cause. A copy of which interrogatories may be had upon application to said Clerk; and you can file cross-interrogatories, if you think proper, within ten days after service of this notice, at the expiration of which time a commission will issue to take

the deposition of said witness as. The witness as reside in Bayou La Boute Station,

in the County of Baldwin in the State of Alabama,

and the Commissioner proposed by the L. C. Hayward, and Johnnie Elizabeth Hayward, to-wit:

W. B. Anderson

reside in Bay Minette, in the County of Baldwin

in the State of Alabama,

Witness my hand, at office in Bay Minette, Ala, this the 24th day of

May 19 10.

J. Q. Westerman

Register.

original

2011

THE STATE OF ALABAMA,

County.

CIRCUIT COURT, IN EQUITY.

Complainant.....

vs.

Defendant.....

NOTICE OF INTERROGATORIES.

To: *Richard G. ...*
Central Faber

FR

Received in office this.....

day of.....19.....

Sheriff.

Executed on this.....

day of.....19.....

by leaving a copy of the within notice

with.....

Solicitor of Record for.....

Sheriff.

*I hereby accept
service of within
papers and waive
further notice
- W C Biehl
Attorney for
Gulf Realty Co
218. Bryant
May 25, 1911.*

THE STATE OF ALABAMA,

Baldwin County.

CIRCUIT COURT, IN EQUITY.

T.B. Crossland as Trustee in
Bankruptcy of the Peoples Hardware and
Furniture Company, a Corporation.
Complainant

vs.

L.C. Havard & Johnnie Elizabeth
Havard, Gulf Realty Company, a Corporation,
and F.J. Martin.
Defendant

To Page Mc Millan and Brooks,

or

Solicitor of Record:

You are hereby notified that interrogatories have this day been filed by L.C. Havard, and

Johnnie Elizabeth Havard, in the office of the Clerk of the Circuit Court of

Baldwin County, to be propounded to Joseph J. Mc Gill,

L.C. Havard, and Johnnie Elizabeth Havard,

witnesses Elizabeth Havard,
for the L.C. Havard, and Johnnie/ in the above stated cause. A copy of which
interrogatories may be had upon application to said Clerk; and you can file cross-interrogatories, if you think
proper, within ten days after service of this notice, at the expiration of which time a commission will issue to take
the deposition of said witnesses. The witness reside in near Perdidoa Station

in the County of Baldwin in the State of Alabama,

and the Commissioner proposed by the L.C. Havard, and Johnnie Elizabeth Havard,

Hon. W.S. Anderson

reside in Bay Minette, in the County of Baldwin

in the State of Alabama,

Witness my hand, at office in Bay Minette, Ala., this the 6th day of

June 1918.

J.W. Riceman

Register.

1911 Original

THE STATE OF ALABAMA,

County.

CIRCUIT COURT, IN EQUITY.

J. B. Crossland,

Complainant.....

vs.

L. C. Howard et al

Defendant.....

NOTICE OF INTERROGATORIES.

To Page Mc Millan and Brooks,

Brewton, Ala.

Filed 6/10/18

W. H. McMillan
Register

Received in office this.....

day of..... 19.....

Sheriff.

Executed on this..... 8

day of June 19 18

by leaving a copy of the within notice

with L. G. Brooks as
Page Mc Millan & Brooks
Solicitor of Record for J. B. Crossland
Towner

Sheriff.

J. Kelly
By S. J. Padgett
D.S.

G. Record

T. B. Crossland, as Trustee in
Bankruptcy of Peoples Hardware
& Furniture Company, a corporation,
Complainant,

vs.

L.C.Havard, Johnnie Elizabeth
Havard, Gulf Realty Company, a
corporation, and T.J.Martin,
Respondents.

No. 18
IN EQUITY.
IN THE CIRCUIT COURT OF
BALDWIN COUNTY,
ALABAMA.

Comes the respondents, L.C.Havard and
Johnnie Elizabeth Havard, and submits in behalf of themselves
as respondents in the hearing of this cause,

1. The original bill of complaint and Exhibits 1 and 2
thereto attached.

2. Answer of L.C.Havard and Johnnie Elizabeth ^{as amended,} Havard, and
the following testimony: Deposition of Joseph J. McGill, Deposi-
tion of L.C.Havard, and Deposition of Johnnie Elizabeth Havard.

This 21st day of May, 1919.

Chas. Hall
Stearns, McCorvey & McLeod

Solicitors for Respondents, L.C.
Havard and Johnnie Elizabeth
Havard.

1700

No. 18,

J. B. Crossland,
vs Trustee

vs

L. C. Harvard et al

Evidence submitted by
L. C. Harvard and
Johnnie Elizabeth Harvard,
Respondents.

Filed 5/20/919
T. W. Richmond
Register

J. E. [unclear]

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necessary to draw a legal assignment thereof, upon the above conditions. Respondent shows, however, that the deed of assignment drawn and presented by said McMillan did not express the terms and conditions theretofore orally agreed upon, wherefore respondent failed and refused to sign the same, and requested the said McMillan to redeliver said note and mortgage to respondent, but that he has failed and refused to do so.

For answer to the seventh and eighth paragraphs of the bill, respondent admits that, on April 1, 1915, he assigned and transferred, for a valuable consideration, said note and mortgage to the Gulf Realty Company, Inc., and that his negotiations for said transfer were had with one William Powell, President of said corporation. Respondent says that at the time said transfer was made, he owned said note and mortgage, that the same had not been paid, and that he so informed the assignee. That he has no copy of the assignment, but presumes that said assignee had the same recorded and that the copy attached to the bill is correct.

And now, having fully answered, respondent prays that said bill might be dismissed as to this respondent, with costs.

Richard A. Austell & Bebe
Solicitors for T. J. Martin.

IN THE CIRCUIT COURT ¹²⁻¹⁶
OF BALDWIN COUNTY
IN EQUITY.

T. B. CROSSLAND, Trustee in
Bankruptcy of the Peoples
Hardware & Furniture Co.,

Vs.

L. C. HAVARD, ET AL.

Filed 12-27-1917
D. W. McKeown
Register

ANSWER TO BILL OF COMPLAINT.

by T. J. Martin

Rickarby, Austill & Beebe,
Solicitors for T. J. Martin.

T. B. CROSSLAND, as Trustee in
Bankruptcy of the PEOPLES HARDWARE
& FURNITURE COMPANY, a Corporation,
COMPLAINANT,

VS.

L. C. HAVARD, JOHNNIE ELIZABETH
HAVARD, GULF REALTY COMPANY, a
Corporation, and T. J. MARTIN,
RESPONDENTS.

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

Comes T. J. MARTIN and for answer to the Bill of Com-
plaint, says:

That the truth or falsity of the allegations of the first
paragraph of said bill, except as to the ages and places of resi-
dence of the several respondents named therein, are not known to
this respondent, but if the same be material, respondent demands
that complainant make strict proof thereof.

Respondent admits the allegations of the second paragraph
of said bill.

Respondent denies the allegations of the third and fourth
paragraphs of the bill and demands that complainant make strict
proof thereof, if the same be material to this cause.

Respondent admits the allegations of the fifth paragraph
of the bill.

Respondent specifically denies the allegations of the
sixth paragraph of the bill, and says that the note and mortgage
therein referred to were never transferred and assigned to Ed
Leigh McMillan.

Respondent says further that the said McMillan did
negotiate with respondent for the assignment of said note and
mortgage to one Brooks, as trustee, for the benefit of the creditors
of the Peoples Hardware & Furniture Company, and that respondent
agreed to do so, provided, and upon the express condition, that
respondent would be allowed to redeem the same by the payment
of Fifty Dollars a month toward the liquidation and discharge of
the creditors of said corporation, and that, in pursuance to said
agreement, said note and mortgage were delivered into the custody
of said McMillan, in order that he might obtain therefrom the data

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Answers of Gulf
Realty Company to
original bill.

Filed 7/14 1918

D W Reardon
Registrar

RICKARBY, AUSTILL & BEEBE
Lawyers
Bay Minette, Alabama

Handwritten initials

paid and that he had the title thereto and the right to assign the same which respondent believed to be true, and respondent says that it is an innocent holder of said mortgage in due course, without notice and for a valuable consideration, and that neither said Ed Leigh McMillan or the Proples Hardware & Furniture Company, Bankrupt, has any right, title or interest in or to the same.

Respondent says further that after the assignment of said mortgage to it, that repeated requests were made upon said Martin for delivery of the original instrument; whereupon, and for the first time said Martin informed respondent that said papers were in the possession of one Ed Leigh McMillan, who had been requested to surrender them, but failed and refused to do so.

Respondent further says that he is informed and believes and upon such information and belief says, that said mortgage never had been assigned to Ed Leigh McMillan or the Proples Hardware & Furniture Company, incorporated; but that if he is mistaken in this, then respondent demands strict proof thereof. As to the remaining allegations contained in paragraphs one to eight inclusive, in said bill, respondent says that it does not know of its own knowledge whether they are true or false, but if they are relevant and material, respondent prays that complainant be required to make strict proff thereof.

And now having fully answered, respondent prays that said bill might be dismissed as to this respondent, with costs.

Richard A. Austell & Becke

Solicitors for Respondent,
Gulf Realty Company, incorporated.

THE STATE OF ALABAMA,

CIRCUIT COURT, IN EQUITY.

Baldwin County.

To Hon. W.S. Anderson,

KNOW YE, That we, having full faith in your prudence and competency, have appointed you Commissioners, and by these presents do authorize you, ~~at such time and place as you may appoint,~~ at such time and place as you may appoint, to call before you and examine Joseph J. Mc Gill, Perdido, Ala. L.C. Havard, Perdido, Ala., Johnnie Elizabeth Havard, Perdido, Ala.

as witnesses in behalf of Respondents L.C. Havard and Johnnie Elizabeth Havard, in a cause pending in our Circuit Court of Baldwin County, of said State, wherein T.B. Crossland, a Trustee in Bankruptcy of the Peoples Hardware and Furniture Company, a Corporation.

is Complainant

and L. C. Havard, Johnnie Elizabeth Havard, Gulf Realty Company, a Corporation and T.J. Martin,

are Respondents

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

Witness 20th day of July, 19 18.

J. W. Peterson

Register.

P.

DIRECTIONS FOR EXAMINATION OF WITNESSES UPON INTERROGATORIES.

1. If the time and place of executing the Commission are named therein, or in a notice appended thereto, the testimony must be taken at the time and place designated; if no time and place are designated, the Commissioners will call the witness before them at such time and place as they may appoint, and administer to him an oath to speak the truth, the whole truth, and nothing but the truth, in answer to the interrogatories to be propounded to him. The time and place of examining witnesses should be stated in the caption of the deposition.

2. The caption and deposition should be as follows:

THE STATE OF ALABAMA, }
County. }

Deposition of Richard Howe, a witness sworn (or affirmed, as the case may be) on the.....day of.....19.....
 at.....in said State and County, under and by virtue of a commission issued out of the.....

Court of.....in a certain cause therein pending between James Jones, the plaintiff (or complainant), and Samuel Young, defendant (or respondent). The said Richard Howe, being first duly sworn to speak the truth, the whole truth, and nothing but the truth, doth depose and say as follows:

To the first interrogatory he saith: (Here write the answer of the witness as nearly as may be in the language of the witness, using the first person where he uses it).

To the second direct interrogatory he saith: (Write the answer to this interrogatory, and all others, as directed above).

If there are cross or rebutting interrogatories, go through with them in the same manner, thus:

To the first cross interrogatory he saith, etc.

To the second cross interrogatory he saith, etc.

To the first rebutting interrogatory he saith, etc.

Neither party should be permitted to put to the witness, during his examination, any verbal question or suggestion; and if anything of the kind is done by either party, the Commissioner should write it down in the deposition just as it occurred.

The testimony may be written down by any one or more of the Commissioners, by the witness himself, or by any disinterested third party in the presence of the Commissioners, and be read over to the witness if he desire it, and must be subscribed by him.

3. The Commissioners must then add their certificate, as follows:

We, (or I, if only one acts), the undersigned, Commissioners in said commission named, hereby certify that we are not of counsel or of kin to any of the parties to this cause, nor in any manner interested in the result thereof; that we are personally acquainted with said witness, J——K——, and know him to be the identical person named in said commission (or have had proof made before us of the personal identity of the witness, and that he is the identical person named in said commission); that he was sworn and examined as above stated; and that his evidence was taken down, as near as might be, in his own language, and was subscribed by him in our presence on the.....day of.....19....., at the place above stated.

[L. S.]
 [L. S.]

E. F.
 G. H.
 Commissioners.

If the Commissioners are not personally acquainted with the witness, they must have proof made before them that he is the identical person named in the commission, and so certify.

If the witness claims for his attendance, the Commissioners should state in their certificate the number of miles traveled, the number of days the witness attended, ferriage paid, if any, etc.

4. If any exhibits, writings, or papers are produced and used as evidence by the witness, they shall be annexed to the deposition to which they relate, and shall be identified by suitable letters or marks.

If the testimony cannot be taken in one day, the Commissioners, noting the same, may continue from day to day until completed.

5. The Commissioners will fold the depositions, commission, interrogatories, and exhibits, in a packet sealed with three seals. They will write their name or names across each seal, and direct thus:

Mailed the.....day of.....19.....
 A B }
 vs. } To (give name and style of Clerk, Register, or Judge of Probate, as the case may be),
 C D }
 Depositions of J K and L M }County, Alabama.

If sent by private conveyance, should be endorsed: "Forwarded by R A, the.....day of.....19.....
 The package must be delivered to the officer to whom it is directed. The person bringing the deposition will be required to take an oath that it has not been opened or altered since he received it.

The Commissioner must return the commission.

*Commissioner fees
 Paid by L.C. Haverd*

J. W. \$25.00

No. 18.
 THE STATE OF ALABAMA,
 Baldwin County.
 CIRCUIT COURT, IN EQUITY.
 T. B. Crossland et al
*Ordered & Substantiated by
 Order of the Court.
 Nov 20/1918.
 Prothonotary
 Requests*
 vs.
 L. C. Haverd et als.
 Defendant
 COMMISSION TO TAKE DEPOSITION
 ON INTERROGATORIES.
 COMMISSIONERS:
 W. S. Anderson,
 WITNESSES:
 Joseph J Mc Gill,
 L. C. Haverd,
 Johnnie Elizabeth Haverd.

T. B. CROSSLAND, AS TRUSTEE IN
BANKRUPTCY OF THE PEOPLES HARD-
WARE & FURNITURE COMPANY, A COR-
PORATION.

COMPLAINANT.

VS

L. C. HAVARD, JOHNNIE ELIZABETH HAVARD,
GULF REALTY COMPANY, A CORPORATION,
AND T. J. MARTIN.

RESPONDENTS.

IN THE CIRCUIT
COURT OF BALDWIN
COUNTY, ALABAMA.

IN EQUITY.

Comes the Gulf Realty Company, Incorporated, and
for answer to the bill of complaint, says:

That on or about April 1st, 1915, it purchased,
for a valuable consideration, from T. J. Martin, a mort-
gage that had been theretofore made to said Martin, on to-
wit:

October 27th, 1914, by L. C. Havard, which said
mortgage was transferred and assigned to respondent by
by writing, duly acknowledged and recorded on April 7th,
1915, in the Probate Court of Baldwin County, Alabama.
Said assignment is appended as exhibit "3" to the orig-
inal bill. Respondent says further that before it paid
the consideration for said assignment, it had made a
careful examination of the Public Records in the Probate
Court of Baldwin County, Alabama, in which County the
land mortgaged is situated, to ascertain if there was any
encumbrance upon the right or title of said Martin in and
to said mortgage, effecting his right to convey the same,
and found nothing that put it upon notice of the claim
of said Ed Leigh McMillan, or Peoples Hardware & Furniture
Company, incorporated; or any one else, to said mortgage
Respondent says that said mortgage was then uncancelled
upon the records, and that there was no assignment thereof
on record. Respondent says further that said Martin war-
ranted to and with respondent, that said mortgage was un-

No. 18,

T. B. Crossland
as Trustee etc

vs

L. G. Harvard et al,

Interrogatories propounded
to L. G. Harvard, Johnnie
Elizabeth Harvard &
J. J. Wessie, on behalf
of respondents L. G. &
Johnnie E. Harvard

Filed 5/21/18

P. W. K. Wessie

Clear

in your absence.

32. Please state whether or not you at any time appeared before the said J. J. McGill and made any acknowledgment before him to the said mortgage.

33. Please state whether or not after the said mortgage had been signed and acknowledged by your husband, and after both the ordinary acknowledgment for him and the separate acknowledgment for you had been filled in by the said J. J. McGill, and before you had signed the said mortgage, your husband brought the said mortgage to your residence and had the same signed by you.

34. State whether or not you have at any time made the requisite separate acknowledgment to the said mortgage before any officer.

35. Please state whether or not the acknowledgment attached to the said mortgage to T. J. Martin which purports to be the separate acknowledgment of you was filled in and signed by J. J. McGill, in your absence.

36. Please state whether or not J. J. McGill has at any time called at your home to take your acknowledgment to the mortgage above referred to.

Chas. Hall

Stevens, McCorvey & Lead

Solicitors for the Respondents L. C. Havard and Johnnie Elizabeth Havard.

STATE OF ALABAMA,)
MOBILE COUNTY.)

Before me, Orville H. Swinson, a Notary Public in and for said State and County, personally appeared Gessner T. McCorvey, one of the Solicitors for the Respondents in the above stated cause, who is known to me, who being first duly sworn, deposes and says that the above named witnesses, Joseph J. McGill, L. C. Havard, and Johnnie Elizabeth Havard, reside in Baldwin County, Alabama, at or near Perdido Station, in said County, and that the testimony of said witnesses will be material testimony for the Respondents, L. C. Havard and Johnnie Elizabeth Havard, in the above styled cause.

Gessner T. McCorvey

Subscribed and sworn to before me this 18th day of May, 1918.

Orville H. Swinson
Notary Public, Mobile County, Alabama.

NOTICE:

Notice is hereby given that W. S. Anderson of Bay Minette, Alabama, is a suitable person to act as Commissioner in taking the depositions of the above named witnesses in answer to the foregoing interrogatories; that the said witnesses reside at or near Perdido Station, in Baldwin County, Alabama; and that the said proposed Commissioner, W. S. Anderson, resides at Bay Minette, in Baldwin County, Ala.

Chas. Hall
Stevens, McCorvey & Lead

SOLICITORS FOR RESPONDENTS, L.C. HAVARD, AND JOHNNIE ELIZABETH HAVARD.

whatever for the note or mortgage described and referred to in the original bill of complaint in this cause.

20. Please state whether or not at the time you signed the said mortgage to T. J. Martin you made any statements to L. C. Havard to the effect that you were signing the mortgage against your will.

21. Please state whether or not at the time you signed the said mortgage to T. J. Martin your husband stood over you and insisted that you sign it.

22. Please state whether or not at the time you signed the said mortgage to ~~T. J. Martin~~ your husband was drinking, and was more or less intoxicated.

23. Please state whether or not anything was said by you at the time you signed the said mortgage as to whether or not you signed it of your own free will and accord, and if so state just what was said by you.

24. Please state whether or not you ever read over the mortgage or note referred to in the bill of complaint in this cause, and also state whether or not you ever had anyone to read over in your presence, the said mortgage and note to you.

25. Please state whether or not you know anything whatever about the contents of the said mortgage and note, further than your husband's statement to you that the land which you were mortgaging was your home place at Perdido Station, Alabama.

26. Please state, if you know, who prepared this mortgage, and when you first saw the same.

27. Please state whether or not the said mortgage was ever in your possession.

28. Please state whether or not you appeared before J. J. McGill, a Notary Public and Ex Officio Justice of the Peace for Baldwin County, Alabama, on the 27th day of October, 1914, and signed the said mortgage and acknowledged it.

29. State fully and in detail the circumstances under which you signed the said mortgage.

30. Please state whether or not you were present at the time your husband appeared before J. J. McGill.

31. Please state whether or not J. J. McGill filled in and signed the separate acknowledgment to the mortgage to T. J. Martin referred to,

by you.

9. Do you know the property located in Baldwin County, Alabama, and described in the said mortgage as: "A certain tract of land beginning at the southeast corner of the West half of the Northeast Quarter of Section 36, Township One North of Range Four East; running thence west 385 yards to a post, thence north 30 degrees west 358 to a post, thence east 17 degrees north five hundred and fifty yards to a post, thence south 551 yards to the place of beginning, containing 40 and 26/100 acres, more or less, less five acres deeded for school in the south part and corner of said land as described above."

10. If in answer to the preceding interrogatory you have stated that you knew the said property, please state how long you have known same.

11. Please state to what uses the said property is now put, and in what manner the said property was used on the 27th day of October, 1914.

12. Please state whether or not you are the owner of the said property.

13. Please state whether or not the said property was the Homestead of you and your husband, L. C. Havard, at the time the said mortgage to T. J. Martin was executed on the 27th day of October, 1914, and if so, state whether or not you and your husband were actually living on the said property on that date.

14. If, in answer to the preceding interrogatory, you have stated that the said property was the Homestead of you and your husband on October 27th, 1914, please state for how long the said property had been occupied by you and your husband as a Homestead, and if the said property is still being used as your Homestead.

15. Please state whether or not there are less than 160 acres contained in the property hereinabove specifically described, and covered by the said mortgage to T. J. Martin.

16. Please state whether or not the said property was worth less than \$2,000.00 on October 27th, 1914, and whether or not the said property has at any time been worth more than \$2,000.00.

17. Please state, if you know, the circumstances under which J. J. McGill, the Notary Public and Ex Officio Justice of the Peace, filled in the separate acknowledgment attached to the mortgage and purporting to have been made by you.

18. Please state if you acknowledged the said mortgage before the said J. J. McGill at the time the said J. J. McGill signed the separate acknowledgment attached to the mortgage, or at any other time.

19. Please state whether or not you received any consideration

mortgage some miles away to your residence and had the same signed by your wife, Johnnie Elizabeth Havard.

34. State whether or not your wife, Johnnie Elizabeth Havard, has at any time made the requisite separate acknowledgment to the said mortgage before any officer.

35. Please state whether or not the acknowledgment attached to the said mortgage to T. J. Martin which purports to be the separate acknowledgment of Johnnie Elizabeth Havard was filled in and signed by J. J. McGill, in the absence of Johnnie Elizabeth Havard.

36. Please state whether or not J. J. McGill has at any time called at your home to take any acknowledgment of your wife to the mortgage above referred to.

INTERROGATORIES PROPOUNDED TO
JOHNNIE ELIZABETH HAVARD.

1. Please state your name, age, and place of residence.
2. Please state whether or not on the 27th day of October, 1914, and during all of the month of October, 1914, you knew J. J. McGill, and if so state whether or not at that time J. J. McGill was a Notary Public and an Ex Officio Justice of the Peace for Baldwin County, Alabama.
3. Please state whether or not J. J. McGill is the same person as Joseph J. McGill.
4. If you have stated that your name is Johnnie Elizabeth Havard, or Johnnie E. Havard, please state whether or not Johnnie Elizabeth Havard and Johnnie E. Havard is the same person.
5. Please state whether or not Louis C. Havard and L. C. Havard is one and the same person.
6. Please state what, if anything, is the relationship between you and L. C. Havard. If you state that you are the wife of L. C. Havard, state whether or not you were his wife on the 27th day of October, 1914.
7. Please state whether or not you recall having signed a mortgage to T. J. Martin on certain real estate in Baldwin County, Alabama, a copy of such mortgage being attached as Exhibit "2" to the original bill of complaint in this cause.
8. If you do recall having signed such a mortgage, please state fully and in detail the circumstances under which this mortgage was signed by you, and especially whether or not the said mortgage was acknowledged

what was said by her.

24. Please state whether or not Johnnie Elizabeth Havard ever read over the mortgage or note referred to in the bill of complaint in this cause, and also state whether or not she ever had anyone to read over, in her presence, the said mortgage and note to her.

25. Please state whether or not Johnnie Elizabeth Havard knows anything whatever about the contents of the said mortgage and note, further than your statement to her that the land which she was mortgaging was your home place at Perdido Station, Alabama.

26. Please state, if you know, who prepared this mortgage, and when you first saw the same or got possession of it.

27. Please state whether or not from the time you got possession of the said mortgage until it was delivered to T. J. Martin the said mortgage was ever in the possession of your wife, Johnnie Elizabeth Havard, or ever out of your possession.

28. Please state whether or not you appeared before J. J. McGill, a Notary Public and Ex Officio Justice of the Peace for Baldwin County, Alabama, on the 27th day of October, 1914, and signed the said mortgage and properly acknowledged it.

29. State fully and in detail the circumstances under which you acknowledged the said mortgage, and state whether or not at the time you appeared before the said McGill and acknowledged the said mortgage it had been signed by your wife, Johnnie Elizabeth Havard.

30. Please state whether or not your wife was present at the time you appeared before J. J. McGill.

31. Please state whether or not J. J. McGill, at the time you appeared before him, filled in and signed the separate acknowledgment to the mortgage of T. J. Martin referred to.

32. Please state whether or not your wife, Johnnie Elizabeth Havard, at any time appeared before the said J. J. McGill and made any acknowledgment before him to the said mortgage.

33. Please state whether or not after the said mortgage had been signed and acknowledged by you, and after both the ordinary acknowledgment for you and the separate acknowledgment for your wife, Johnnie Elizabeth Havard, had been filled in by the said J. J. McGill, and before the said Johnnie Elizabeth Havard had signed the said mortgage, you took the said

on the said property on that date.

14. If, in answer to the preceding interrogatory, you have stated that the said property was the Homestead of you and your wife on October 27th, 1914, please state for how long the said property had been occupied by you and your wife as a Homestead, and if the said property is still being used as your Homestead.

15. Please state whether or not there are less than 160 acres contained in the property hereinabove specifically described, and covered by the said mortgage to T. J. Martin.

16. Please state whether or not the said property was worth less than \$2,000.00 on October 27th, 1914, and whether or not the said property has at any time been worth more than \$2,000.00.

17. Please state, if you know, the circumstances under which J. J. McGill, the Notary Public and Ex-Officio Justice of the Peace, filled in the separate acknowledgment attached to the mortgage and purporting to have been made by your wife, Johnnie Elizabeth Havard.

18. Please state, if you know, whether or not the said Johnnie Elizabeth Havard acknowledged the said mortgage before the said J. J. McGill at the time the said J. J. McGill signed the separate acknowledgment attached to the mortgage, or at any other time.

19. Please state, if you know, whether or not Johnnie Elizabeth Havard received any consideration whatever for the note or mortgage described and referred to in the original bill of complaint in this cause.

20. Please state whether or not at the time Johnnie Elizabeth Havard signed the said mortgage to T. J. Martin she made any statements to you to the effect that she was signing the mortgage against her will.

21. Please state whether or not at the time Johnnie Elizabeth Havard signed the said mortgage to T. J. Martin you stood over her and insisted that she sign it.

22. Please state whether or not at the time your wife, Johnnie Elizabeth Havard, signed the said mortgage to T. J. Martin you were drinking, and were more or less intoxicated.

23. Please state whether or not anything was said by Johnnie Elizabeth Havard at the time she signed the said mortgage as to whether or not she signed it of her own free will and accord, and if so state just

3. Please state whether or not ~~you knew J. J. McGill, and if~~ J. McGill is the same person as Joseph J. McGill.

4. If you have stated that your name is Louis C. Havard, or L. C. Havard, please state whether or not Louis C. Havard and L. C. Havard is the same person.

5. Please state whether or not Johnnie Elizabeth Havard and Johnnie E. Havard is one and the same person.

6. Please state what, if anything, is the relationship between you and Johnnie Elizabeth Havard. If you state that you are the husband of Johnnie Elizabeth Havard, state whether or not you were her husband on the 27th day of October, 1914.

7. Please state whether or not you recall having executed a mortgage to T. J. Martin on certain real estate in Baldwin County, Alabama, a copy of such mortgage being attached as Exhibit "2" to the original bill of complaint in this cause.

8. If you do recall having executed such a mortgage, please state whether or not the same was signed by your wife, Johnnie Elizabeth Havard, and, if so, please state fully and in detail the circumstances under which this mortgage was signed, and especially whether or not the said mortgage was signed by you and your wife and, whether or not the said mortgage was acknowledged by you or your wife, or by both of you.

9. Do you know the property located in Baldwin County, Alabama, and described in the said mortgage as: "A certain tract of land beginning at the southeast corner of the West half of the Northeast Quarter of Section 36, Township One North of Range Four East; running thence west 385 yards to a post, thence north 30 degrees west 358 to a post, thence east 17 degrees north five hundred and fifty yards to a post, thence south 551 yards to the place of beginning, containing 40 and 26/100 acres, more or less, less five acres deeded for school in the south part and corner of said land as described above."

10. If in answer to the preceding interrogatory you have stated that you knew the said property, please state how long you have known same.

11. Please state to what uses the said property is now put, and in what manner the said property was used on the 27th day of October, 1914.

12. Please state whether or not you are the owner of the said property.

13. Please state whether or not the said property was the Homestead of you and your wife, Johnnie Elizabeth Havard, at the time the said mortgage to T. J. Martin was executed on the 27th day of October, 1914, and if so, state whether or not you and your wife were actually living

edgment of Johnnie Elizabeth Havard, the wife of Louis C. Havard, to the mortgage to T. J. Martin above mentioned.

8. State whether or not you filled in what purports to be the separate acknowledgment of Johnnie Elizabeth Havard to the said mortgage in the absence of Johnnie Elizabeth Havard, and without any authority from her, and without her knowledge and consent.

9. How far do you live from the home of L. C. Havard and Johnnie Elizabeth Havard?

10. State whether or not you filled out the separate acknowledgment for Johnnie Elizabeth Havard in her absence, and signed your name thereto, thinking that the said Johnnie Elizabeth Havard was coming before you to sign the mortgage and acknowledge the execution thereof before you as a Notary Public and Ex-Officio Justice of the Peace.

11. State whether or not Johnnie Elizabeth Havard failed to appear before you, and whether or not after waiting a reasonable length of time you left Perdido Station, thinking that L. C. Havard had decided not to make the mortgage to T. J. Martin.

12. State whether or not you ever went back to see Johnnie Elizabeth Havard, or Louis C. Havard, about this mortgage to T. J. Martin, or relative to the acknowledgments thereto.

13. Please state whether or not at any time Johnnie Elizabeth Havard appeared before you and made an acknowledgment to any mortgage.

14. Please state whether or not you ever went to the home of Johnnie Elizabeth Havard to get her to acknowledge execution of the mortgage to T. J. Martin above mentioned.

15. Do you know it to be a fact that L. C. Havard and Louis C. Havard are one and the same person?

16. Do you know it to be a fact that Johnnie Elizabeth Havard and Johnnie E. Havard are one and the same person?

INTERROGATORIES PROPOUNDED TO L. C. HAVARD.

1. Please state your name, age, and place of residence.
2. Please state whether or not on the 27th day of October, 1914, and during all of the month of October, 1914, you knew J. J. McGill, and if so state whether or not at that time J. J. McGill was a Notary Public and an Ex-Officio Justice of the Peace for Baldwin County, Alabama.

T. B. Crossland, as Trustee
in Bankruptcy of the Peoples
Hardware & Furniture Company,
a Corporation,

Complainant,

Vs.

L. C. Havard, Johnnie Elizabeth
Havard, Gulf Realty Company, a
corporation, and T. J. Martin,
Respondents.

No. 18,
IN EQUITY,
IN THE CIRCUIT COURT OF BALDWIN
COUNTY, ALABAMA.

INTERROGATORIES PROPOUNDED TO JOSEPH J. MCGILL, L. C. HAVARD, and
JOHNNIE ELIZABETH HAVARD, WITNESSES TO BE EXAMINED ON BEHALF OF THE
RESPONDENTS, L. C. HAVARD, AND JOHNNIE ELIZABETH HAVARD.

INTERROGATORIES PROPOUNDED TO JOSEPH J. MCGILL.

1. Please state your name, age, and place of residence.
2. Please state whether or not on the 27th day of October, 1914, and during all the month of October, 1914, you were a Notary Public and an Ex-Officio Justice of the Peace for Baldwin County, Alabama.
3. Please state whether or not you are the same person as J. J. McGill, and if you frequently signed your name "J. J. McGill" instead of "Joseph J. McGill".
4. Please state whether or not you know L. C. Havard, who is also known as Louis C. Havard, and Johnnie Elizabeth Havard, and if so, state whether or not you knew the said parties on the 27th day of October, 1914.
5. State whether or not you signed, as a Notary Public and Ex-Officio Justice of the Peace, on the 27th day of October, 1914, and filled in, an ordinary acknowledgment in the name of Louis C. Havard, and a separate acknowledgment for Johnnie Elizabeth Havard, who is also known as Johnnie E. Havard, which acknowledgments are attached to a mortgage signed by L. C. Havard and Johnnie Elizabeth Havard, dated the 27th day of October, 1914, and made in favor of T. J. Martin, a copy of which mortgage is attached as Exhibit "2" to the original bill of complaint filed in the above styled cause.
6. Please state fully and in detail the circumstances under which you filled in both of the acknowledgments to the said mortgage.
7. Please state whether or not you at any time took the acknowl-

Certificate.

I, W. S. Anderson, the undersigned Commissioner in said commission named, hereby certify, that I am personally acquainted with the said witnesses, Joseph J. McGill, Louis C. Havard and Johnnie Elizabeth Havard, and know them to be the identical persons named as witnesses in said commission; that they each came before me at the times and places above named and were each duly sworn ^{and examined} as above stated, that the testimony of each witness was taken down by me in answer to the several interrogatories to each witness, as near as might be in the language of the witness; that the testimony of each witness as above appears was by me read over to such witness and each witness subscribed his name to his testimony in my presence after the same had been read over to him.

I further certify that I am not of counsel or of kin to any of the parties to this cause, nor in any manner interested in the result thereof. Each witness subscribed his name to his testimony on the day stated in the caption to each witness's testimony, the same being the day on which he appeared before me and testified.

Witness my hand this 11th day of September 1918.

W. S. Anderson

Commissioner.

To the Thirty-third Inty. he says:

After said mortgage had been signed and acknowledged by me, and after the certificate to my wife's separate acknowledgment had been written out and signed by J. J. McGill, and before said Johnnie Elizabeth Havard had signed said mortgage, I took the mortgage to my residence, less than a mile from my store, and had my wife to sign it.

To the Thirty-fourth Inty. he says:

My ~~my~~ wife, Johnnie Elizabeth Havard, has never at any time, to my knowledge, made any separate acknowledgment to said mortgage before any officer.

Thirty-fifth Inty. he says:

The separate acknowledgment of Johnnie Elizabeth Havard, attached to the Mortgage made to T. J. Martin, was filled in and signed by J. J. McGill in the absence of said Johnnie Elizabeth Havard.

To the Thirty-sixth Inty. he says:

To the best of my knowledge J. J. McGill has never at any time called at my home to take the acknowledgment of my wife to said mortgage.

L. C. Havard

To the Twenty-fourth Inty. he says:

Johnnie Elizabeth Havard never read over the note and mortgage referred to in the Bill of Complaint, and no one ever read it over to her.

To the Twenty-fifth Inty. he says:

Johnnie Elizabeth Havard knew nothing about the contents of the said note and mortgage except my statement to her, that it was a mortgage for \$2000. on our home place at Perdido Station.

To the Twenty-sixth Inty. he says:

J. J. McGill prepared the mortgage in my store on the day when I signed it. I saw it at that time.

To the Twenty-seventh Inty. he says:

From the time I got possession of said mortgage it was never out of my possession until I delivered it T. J. Martin. It was never in the possession of my wife, further than she had her hands on it when she signed it.

To the Twenty-eighth Inty. He says:

I did appear before before J. J. McGill, a Notary Public and Ex officio a Justice of the Peace for Baldwin County, Alabama, on the 27th day of October 1914 and signed and acknowledged the execution of the mortgage to T. J. Martin.

To the Twenty-ninth Inty. he says:

The circumstances under which I signed said mortgage were these, I sent for J. J. McGill and asked him to draw up the mortgage, gave him the description of the land and the amount of the consideration, and after it was drawn up I signed it in presence of Mc Gill; the mortgage had not been signed by Johnnie Elizabeth Havard at that time.

To the Thirtieth Inty. he says:

My wife was not present at any time when I appeared before J. J. McGill.

To the Thirty-first Inty. he says:

Said J. J. McGill signed up the separate acknowledgment to the mortgage in my presence. He signed both certificates before he left my store.

To the Thirty-second Inty. he says:

So far as I know she never appeared before McGill and acknowledged her signature to said mortgage.

To the Fifteenth Inty. he says:

There are less than 160 acres in said property, the property is correctly described in the mortgage. As a matter of fact there are less than forty acres in said property.

To the Sixteenth Inty. he says:

Said property was worth less than \$2000. on October 27th. 1914, and and in my judgment said property has never been worth as much as \$2000.

To the Seventeenth Inty. he says:

As already stated, said J. J. McGill wrote out the separate acknowledgment to my wife's signature and signed it without seeing her. He wrote it out in my store and signed it. My wife did not come to the store that day. I refer to the separate acknowledgment purporting to have been made by my wife, Johnnie Elizabeth Havard, to the mortgage to T. J. Martin, dated October 27th 1914.

To the Eighteenth Inty. he says:

I know that my wife, Johnnie Elizabeth Havard, did not acknowledge her execution of the mortgage to T. J. Martin, dated October 1914, before J. J. McGill. He wrote out and signed the certificate without seeing her or having any communication with her. He never took her acknowledgment at any other time to said mortgage.

To the Nineteenth Inty. he says:

I know that Johnnie Elizabeth Havard never received any consideration for the note and mortgage described and referred to in the original Bill of Complaint in this cause.

To the Twentieth Inty. he says:

At the time she signed said mortgage, said Johnnie Elizabeth Havard did state to me that she was signing the same against her will.

To the Twenty-first Inty. he says:

At the time of her signing said mortgage, I stood over her and insisted that she sign it.

To the Twenty-second Inty. he says:

At the time my wife signed said mortgage I was drinking and was more or less intoxicated.

To the Twenty-third Inty. he says:

At the time of signing said mortgage Johnnie Elizabeth Havard, said she would sign it, but begged me not to make her sign as it was against her will.

To the Eighth Inty. he says:

Said mortgage was signed by my wife Johnnie Elizabeth Havard, said mortgage was signed by me and by my wife. I acknowledged my signature to said mortgage before the Notary Public, but my wife did not acknowledge her signature before any officer. On the day on which the mortgage was signed, I told my wife I wanted her to come to the store and sign a mortgage on our home place that I was going to make to T. J. Martin, I had already sent for J. J. McGill to come to my store on that morning to draw up the mortgage for us to sign. The mortgage was drawn up ~~up~~ and signed by me, but my wife did not come to the store and sign as I had asked her. J. J. McGill, the Notary Public, took my acknowledgment and signed the two certificates and left without seeing my wife, he told me when he left that I could carry the mortgage to my house and get my wife to sign it. I took the mortgage home and got my wife to sign it.

To the Ninth Inty. he says:

I know the property described in the mortgage and in this interrogatory.

To the Tenth Inty. he says:

I have known the property for at least seven or eight years.

To the Eleventh Inty. he says:

Said property is now being cultivated by me, and on the 27th day of October 1914 I was living on said property with my wife and children as our homestead. I am still using said land as a part of my homestead.

To the Twelvth Inty. he says:

I am the owner of said property.

To the Thirteenth Inty. he says:

Said property was the homestead of my wife and family at the time of the execution of the mortgage to T. J. Martin above referred to.

My wife ~~is~~ Johnnie Elizabeth Havard, and I with our children were actually living on said property on October 27th. 1914, when said mortgage was executed.

To the Fourteenth Inty. he says:

At the time the mortgage to T. J. Martin was executed, said property had been occupied by me and my wife as a homestead for seven or eight years, and the same is still used by us as a part of the homestead

The State of Alabama
Baldwin County.)

The Deposition of L. C. Havard, a witness sworn by me on the 11th day of September 1918 at Bay Minette, Alabama, under and by virtue of a commission issued out of the Circuit Court of Baldwin County, Alabama, In Equity, in a certain cause therein pending between T. B. Crossland, as Trustee in Bankruptcy of the Peoples Hardware & Furniture Company, a corporation, Complainant, and L. C. Havard, Johnnie Elizabeth Havard, Gulf Realty Company, a corporation, and T. J. Martin, Respondents.

The said L. C. Havard, being by me first duly sworn to speak the truth, the whole truth and nothing but the truth, doth depose and say as follows:

To the First Interrogatory he says:

My name is Louis C. Havard, I am thirty four years of age and reside at Perdido Station, Baldwin County, Alabama.

To the Second Inty. he says:

On the 27th day of October 1914 and during all the month of October 1914 I knew J. J. McGill, and he was all that time a Notary Public and Ex officio a Justice of the Peace for Baldwin County, Alabama.

To the Third Inty. he says:

J. J. McGill is the same person as Joseph J. McGill.

To the Fourth Inty. he says:

Louis C. Havard and L. C. Havard is the same person.

To the Fifth Inty. he says:

Johnnie Elizabeth Havard and Johnnie E. Havard is one and the same person.

To the Sixth Inty. he says:

Johnnie Elizabeth Havard is my wife, and she was my wife on the 27th day of October 1914.

To the Seventh Inty. he says:

I do recall the fact that I executed a mortgage to T. J. Martin on certain real estate in Baldwin County, and to the best of my judgment Exhibit "2" attached to the original bill in this case is a copy of said mortgage.

To the 11th Inty. he says:

Johnnie Elizabeth Havard failed to appear before me, and after waiting a considerable time I left Perdido Station and went home, thinking that Louis C. Havard had decided not to use the mortgage to T. J. Martin, and certainly that he would not use it without having me take her acknowledgment.

To the 12th. Inty he says:

I never went back to see Johnnie Elizabeth Havard, about this mortgage, or relative to the acknowledgment, because it was understood that Havard was to send for me if he decided to use the mortgage.

To the 13th Inty. he says:

Havard

To the best of my knowledge Johnnie Elizabeth/never appeared before me to make an acknowledgement to any mortgage.

To the 14th Inty. he says:

I never went to the home of Johnnie Elizabeth Havard to get her acknowledgment to the mortgage to T. J. Martin above referred to.

To the 15th. Inty. he says:

L. CHavard and Louis C. Havard are one and the same person to the best of my knowledge.

To the 16th Inty. he says:

To the best of my knowledge Johnnie Elizabeth Havard and Johnnie E. Havard are the same person.

Joseph J. McGill

that he wanted me to draw up a mortgage to be signed by him and his wife to T. J. Martin; that his wife would be down and sign the mortgage before me. I drew up the mortgage as directed by Louis C. Havard and also wrote out the two acknowledgments, one the ordinary form for L.C. Havard and a separate acknowledgment for his wife, Johnnie Elizabeth Havard. Havard said his wife would be in to sign in a few minutes, and as I was anxious to get through and get back home, I signed my name to the two certificates and waited for Mrs Havard to come in and acknowledge her signature, but she did not come; after waiting more than an hour, I told Havard that I could not wait any longer, a Norther was coming up and I had my team standing out in the open; I also told Havard that the mortgage could not be used until his wife had signed the same and acknowledged it before me. He then said he did not know that he would use it, but if he did decide to use it he would send for me and have me take her acknowledgment. So I went home and never heard anything more about it for about three years. I left the mortgage with him on the understanding that it would not be used until his wife had signed it and acknowledged her signature before me.

To the 7th Inty. he says:

I never at any time took the acknowledgment of Johnnie Elizabeth Havard, wife of Louis C. Havard to the mortgage to T. J. Martin.

To the 8th Inty. he says:

I filled in the acknowledgment as above stated; Johnnie Elizabeth havard was not present at the time, and I never had any communication with her about the matter. I do not know what she may have known about my having filled it in and signed it. She never consented to me to the acknowledgment as stated in my answer to the 6th Interrogatory.

To the 9th. Inty he says:

I live about six miles from the home of L. C. Havard and wife, to the best of my judgment.

To the 10th. Inty. he says:

As already stated I filled out and signed the separate acknowledgment for Johnnie Elizabeth Havard in her absence, under the statement from her husband, and under the belief that she was coming before me to sign and acknowledge it, as a Notary Public and Ex officio Justice of the Peace.

To the 11th Inty. he says:

The State of Alabama)
Baldwin County.)

The Deposition of Joseph J. McGill, a witness sworn by me on the 6th. day of September 1918 at Bay Minette, Alabama, under and by virtue of a commission issued out of the Circuit Court of Baldwin County, Alabama, In Equity, in a certain cause therein pending between T. B. Crossland, as Trustee in Bankruptcy of the Peoples Hardware & Furniture Company, a corporation, Complainant, and L. C. Havard, Johnnie Elizabeth Havard, Gulf Realty Company, a corporation, and T. J. Martin, Respondents.

The said Joseph J. McGill, being by me first duly sworn to speak the truth, the whole truth and nothing but the truth, doth depose and say as follows:

To the First Interrogatory he says:

My name is Joseph J. McGill; I am Sixty two years of age and reside about six miles North West of Perdido, in Baldwin County, Alabama.

To the 2nd Inty. he says:

On the 27th day of October 1914, and during all that month, I was a Notary Public and Ex officio, a Justice of the Peace for Baldwin County, Alabama.

To the 3rd Inty. he says:

I am the same person as J. J. McGill, and frequently sign my name J. J. McGill, instead of Joseph J. McGill.

To the 4th. Inty. he says:

I know L. C. Havard, who is also known as Louis C. Havard, I also know Johnnie Elizabeth Havard, his wife, I knew said parties on October 27th 1914.

To the 5th Inty. he says:

I did on October 27th 1914 fill in and sign an ordinary certificate of acknowledgment in the name of Louis C. Havard and a separate acknowledgment for Johnnie Elizabeth Havard, his wife, to a mortgage made by Louis C. Havard and Johnnie Elizabeth Havard to T. J. Martin, dated October 27th 1914.

To the 6th Inty. he says:

Mr Louis C. Havard got me to come to his store to draw up some papers for him; when I got to his ~~office~~ ^{store} on the morning of October 27th 1914, he gave me the description of the land and the amount and said

To the 26th July she says:

I do not know who prepared the mortgage and the first time and the last time I ever saw it was when my husband brought it home at dinner time for me to sign.

To the 27th July she says:

It was never in my possession except that I signed my name to it.

To the 28th July she says:

I did not appear before J. J. McGill, a Notary Public & Ex officio Justice of the Peace for Baldwin County, Alabama, on the 27th day of October 1914 or at any other time and sign the said mortgage and acknowledge it. J. J. McGill was not present when I signed it, and I never at any time acknowledged the signing of it to J. J. McGill.

To the 29th July she says:

I have already stated fully and in detail the circumstances under which I signed it. I signed it in presence of L. C. Howard and no one else. I did not see J. J. McGill that day & not for some time afterwards and he never spoke to me about the mortgage, and I never at any time acknowledged that I signed it before him.

To the 30th July she says:

I was not present when my husband appeared before J. J. McGill.

To the 31st July she says:

J. J. McGill did not fill out and sign the Certificate of acknowledgment in my presence.

To the 32nd Inty she says:

I never at any time appeared before J. J. McGill and made any acknowledgment before him to the execution of said mortgage.

To the 33rd Inty, she says:

At the time I signed said mortgage I distinctly remember that J. J. McGill's name was signed to a certificate, but I do not know whether it was signed to both certificates or to only one. I remember seeing his name on the paper.

To the 34th Inty she says:

I have never at any time made a separate acknowledgment to the signing of said mortgage before any officer.

To the 35th Inty she says:

I do not know when the separate acknowledgment was filed in except that it was not done in my presence.

To the 36th Inty she says:

J. J. McGill has never at any time called at my home to take my acknowledgment to the mortgage referred to, or any other.

Johnnie Elizabeth Howard

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time the mortgage was executed and had
been so occupied for several years
and is now being used by us as a home-
stead.

To the 15th July she says:

I know there are less than 160 acres of land
in said property described, and covered by
the mortgage.

To the 16th July she says:

In my opinion said property was worth less
than \$2000. on Oct 27th 1911 - I do not think
said property has ever been worth more
than \$2000.

To the 17th July she says:

I do not know the Circumstances under
which J. J. McGill, Notary Public and Ex officio Justice
of the Peace filled in the separate acknowledgment
attached to the mortgage purporting to have been
made by me - I did not see him that day, and

To the 18th July she says:

I did not acknowledge the execution of said
mortgage before J. J. McGill at the time he signed
the same, or at any other time. He never spoke
to me about the matter at any time, and I never
spoke to him about it. He was not present when
I signed the mortgage.

To the 19th July she says:

I never received any consideration for the
note or mortgage described and referred to in
the Bill of Complaint in this cause.

To the 20th Inty. she says:

At the time I signed the mortgage to J. J. Martin I did state to my husband L. C. Havard, that I was signing it against my will.

To the 21st Inty. she says:

At the time I signed it my husband was standing over me and insisting on my signing it.

To the 22nd Inty. she says:

At the time I signed said Mortgage to J. J. Martin, my husband was drinking and was more or less intoxicated.

To the 23rd Inty. she says:

At the time I signed said Mortgage, I first told my husband that I would not sign it, and when I did sign it I said to him it was against my will and best judgment.

To the 24th Inty. she says:

I never read over the note and Mortgage and no one ever read them over to me. L. C. Havard my husband told me it was a mortgage on the homestead to secure the payment of the note.

To the 25th Inty. she says:

I know nothing about the contents of the note and mortgage except what my husband told me - that the land in the mortgage was our homestead at Perdoo Station Alabama.

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To the 6th Inty: She says:

I am the wife of L. C. Harvard and I was the wife of L. C. Harvard on the 27th day of October 1914.

To the 7th Inty she says:

I recall having signed a mortgage to J. J. Martin on certain real estate in Baldwin County, Alabama. I am not able to say whether Exhibit "2" is a copy of such mortgage or not. I never signed but one mortgage to J. J. Martin.

To the 8th Inty she says:

On the day the mortgage was signed, my husband, L. C. Harvard asked me to come down to his store and sign a mortgage on the home where we lived to J. J. Martin. I did not see the mortgage and I did not go to his store to sign it. This was in the morning.

At dinner time he brought the mortgage up to the house, told me what it was and asked me to sign it. I at first refused to sign it but he kept on after me and I finally signed it. J. J. McGill did not come with my husband. I did not see J. J. McGill at all that day, and it was a good while afterwards, probably several weeks before I saw him. I never acknowledged signing that mortgage to J. J. McGill at any time. He has never spoken to me about that mortgage. I did not sign it in his presence. No one was present when

I signed the mortgage except my husband
L. C. Havard

To the 9th Inty. she says:

I would not know the property from hearing
the description read - I think the land referred
to is the homestead in which we lived -

To the 10th Inty. she says:

I know the property we were living on at the time
the mortgage was signed and that was covered
by the mortgage and had ~~been~~ for five
or six years at that time -

To the 11th Inty. she says:

The property described is now being culti-
vated by my husband - on the 27th of October, 1914
we were living on said land as a home
stead and cultivating it -

To the 12th Inty. she says:

I am not the owner of said property -

To the 13th Inty. she says:

Said property was the Homestead of
my husband, L. C. Havard, the family
lived on it and it was our home at
the time the mortgage to J. J. Martin was
executed, I think the date was Oct 27, 1914 -
My husband and I and our children were
actually living on said property at that
time and we had been so living there for
several years at that time -

To the 14th Inty. she says:

Said property was our homestead at the

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The State of Alabama

Baldwin County.

The Deposition of Johnnie Elizabeth Havard, a witness sworn by me on the 20th day of August 1918 at Perdido Station, Alabama, under and by virtue of a commission issued out of the Circuit Court of Baldwin County, Alabama, in Equity, in a certain cause therein pending between T. B. Crossland, as Trustee in Bankruptcy of the Peoples Hardware & Furniture Company, a corporation, Complainant, and L. C. Havard, Johnnie Elizabeth Havard, Gulf Realty Company, a corporation, and T. J. Martin, Respondents.

The said Johnnie Elizabeth Havard, being by me first duly sworn to speak the truth, the whole truth and nothing but the truth, doth depose and say as follows:

To the First Interrogatory she says:

My name is Johnnie Elizabeth Havard, my age is thirty one years and I reside at Perdido Station, Baldwin County, Alabama.

To the 2nd Inty she says:

On the 27th of October 1914 I knew J. J. McGill - I know him all that month and have known him for five or six years.

I knew he was a ^{Notary Public - in Office a} Justice of the Peace at the time referred to.

To the 3rd Inty she says:

I don't know whether J. J. McGill is the same person as Joseph J. McGill. I hear him spoken of as Joe McGill.

To the 4th Inty she says:

Johnnie Elizabeth Havard and Johnnie E. Havard is the same person.

To the 5th Inty she says:

Louis C. Havard and L. C. Havard is the same person.

4th No 18, In Equity.

J. B. Crossland, as Trustee,

vs.

L. C. Navard, et al.

Amendment of answer and
cross-bill heretofore filed
by L. C. Navard and Johnnie
Elizabeth Navard.

Service accepted and further
notice waived.

Filed: May 20, 1918.

T. W. Richardson
Register

RH

STEVENS, McCORVEY & McLEOD
ATTORNEYS AT LAW
505-7 CITY BANK BUILDING
MOBILE, ALA.

T. B. Crossland, as Trustee in :
Bankruptcy of the Peoples Hard- :
ware & Furniture Company, a :
corporation, :
Complainant, :

-vs-

L. C. Havard, Johnnie Elizabeth :
Havard, Gulf Realty Company, a :
corporation, and T. J. Martin, :
Respondents. :

No. 18 IN EQUITY.
IN THE CIRCUIT COURT OF BALDWIN
COUNTY, ALABAMA.

Come L. C. Havard and Johnnie Elizabeth Havard, two of the respondents in the above styled cause, and amend their answer and cross bill heretofore filed herein on the 14th day of September, 1917, as follows:

1. By striking out all of the EIGHTH paragraph of the said answer and cross bill, except the first three lines thereof, and by also striking out the foot note attached to the said answer and cross bill.

2. By inserting just after the first three lines of the EIGHTH paragraph the following:

"NINTH.

These respondents further aver that the said respondent, Johnnie Elizabeth Havard, is in no manner bound by the said mortgage as her name nowhere appears in the body of the instrument, and aside from the failure of the said Johnnie Elizabeth Havard to make a separate acknowledgment, as hereinabove set forth, that the said mortgage is entirely void, invalid and inoperative so far as the said Johnnie Elizabeth Havard is concerned, by reason of the fact that her name nowhere appears in the body of the said mortgage.

And now having fully answered the bill of complaint exhibited against them, these respondents pray that the said bill of complaint be dismissed as to them with their reasonable costs in this behalf most unjustly sustained."

Clas. Hall

Stevens, J. Conroy & Lead
Solicitors for L. C. Havard and Johnnie
Elizabeth Havard.

We hereby accept service of a copy of the foregoing amendment and waive further notice thereof. This 17th day of May, 1918.

Richard Anstall & Beebe
Solicitors for Gulf Realty Company and
T. J. Martin.

James W. Williams & Proctor
Solicitors for Complainant.

I have executed
the within writ
as to T. J. Martin
by serving a copy
of the within
Summons on
the said T. J. Martin
on this the 30 day of
May, 1917

J. M. Livingston
Sheriff of Coahuila
Co., Ala.
By Deputy Sheriff

R 7

Circuit Court
Baldwin Co., Ala.
In Equity

T. B. Crossland
Plaintiff,
vs
T. J. Martin, et al.

Summons
vs
at
W. H. Huggins

PAGE, McMILLAN & BROOKS
ATTORNEYS AT LAW
BREWTON, ALA.

THE STATE OF ALABAMA, :: In the Circuit Court,
BALDWIN COUNTY. :: In Equity.

To Any Sheriff of the State of Alabama, GREETING:

You are hereby commanded to summon L. C. Havard, Johnnie Elizabeth Havard, Gulf Realty Company, a corporation, and T. J. Martin to appear, and plead to, answer or demur, within thirty days from the service hereof, to the bill of complaint filed in the Circuit Court of Baldwin County, Alabama, in Equity, by T. B. Crossland, as Trustee in Bankruptcy of the Peoples Hardware & Furniture Company, a corporation, against ~~L. C. Havard~~, Johnnie Elizabeth Havard, Gulf Realty Company, a corporation, and T. J. Martin.

Herein fail not, due return to make of this writ as the law directs.

WITNESS, this 14th day of May, 1917.

T. W. Richardson

Register in Chancery.

the within writ
as to L. P. Harrod
and Johnnie Elizabeth
Harrod, by serving
a copy of the
within summons
on the said defendants
L. P. Harrod and
Johnnie Elizabeth
Harrod, on this
the 18th day of May
1917.

C. E. Eubank
Sheriff

by
Deputy Sheriff

Magistrate
Circuit Court
Baldwin County
In Equity

T. B. Crossland,
Trustee Executor

- vs -
L. P. Harrod, Johnnie
Elizabeth Harrod, et al
Respondents

Summons

True copy on L. P. Harrod
and Johnnie E.
Harrod.

PAGE, McMILLAN & BROOKS
ATTORNEYS AT LAW
BREWTON, ALA.
Filed 5/14/1917
T. W. [unclear] Register

STATE OF ALABAMA, :: In the Circuit Court.
BALDWIN COUNTY. :: In Equity.

To Any Sheriff of the State of Alabama, GREETING:

You are hereby commanded to summon L. C. Havard, Johnnie Elizabeth Havard, Gulf Realty Company, a corporation, and T.J. Martin to appear, and plead to, answer or demur, within thirty days from the service hereof, to the bill of complaint filed in the Circuit Court of Baldwin County, Alabama, in Equity, by T.B. Crossland, as Trustee in Bankruptcy of the Peoples Hardware & Furniture Company, a corporation, against L. C. Havard, Johnnie Elizabeth Havard, Gulf Realty Company, a corporation, and T.J. Martin.

Herein fail not due return to law directs.

WITNESS, this 14 day of May, 1917.



Register in Chancery.

T. B. Crossland, as Trustee
in Bankruptcy of the Peoples
Hardware & Furniture Company,
a corporation,
Complainant,

No. 18. IN EQUITY.

-vs-

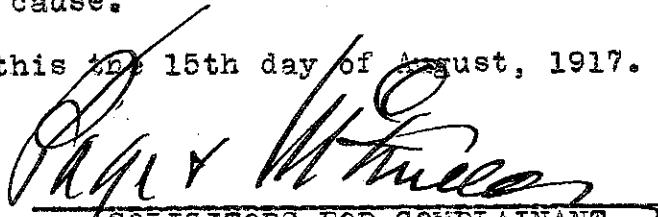
IN THE CIRCUIT COURT OF BALDWIN
COUNTY, ALABAMA.

L. C. Havard, Johnnie Elizabeth
Havard, Gulf Realty Company, a
corporation, and T. J. Martin,
Respondents.

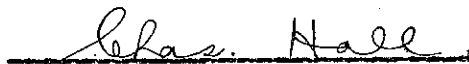
It is hereby agreed between the undersigned, Page & McMillan, as solicitors for complainant, and Charles Hall and Stevens, McCorvey & McLeod, as solicitors for the respondents L. C. Havard and Johnnie Elizabeth Havard, that the time within which the respondents L. C. Havard and Johnnie Elizabeth Havard shall plead to, answer or demur to the bill of complaint filed in this cause be, and the same hereby is, extended until September 15th, 1917, any pleadings filed by the said respondents on or before the said date to be considered in all respects as having been filed within the time allowed by law.

It is further agreed that this instrument shall be filed as one of the papers in said cause.

Witness our hands this 15th day of August, 1917.



SOLICITORS FOR COMPLAINANT.





SOLICITORS FOR RESPONDENTS L.C.
HAVARD AND JOHNNIE ELIZABETH HAVARD.

15th No. 18.

In Equity.

J. B. Crossland, Trustee, etc,

vs.

L. C. Harvard, et al.

Agreement to extend time
for filing answer, etc.

Filed in office of
Registrar of Circuit
Court Sept 14th 1917

T. W. Williamson
Registrar

R. G.

In Equity, No. 18,
1622

July 12th 1917

T. W. Keenan
Register

R. F.

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Case No. 18. In Equity.

J. B. Crossland, as Trustee, et al.

L. C. Harvard, et al.

*Answer and cross-bill
of L. C. Harvard and
Johnnie Elizabeth Harvard.*

*Filed in Office
of Register of Circuit
Court April 14th 1917
T. W. Rice
Register*

STEVENS, M'CORVEY & M'LEOD
ATTORNEYS AT LAW
503-7 CITY BANK BUILDING
MOBILE, ALA.

KL

meet and proper in the premises; and cross-complainants will ever pray, etc.

Chas. Hall

Stevens, M. Corney & Lead
 SOLICITORS FOR RESPONDENTS AND CROSS-COM-
 PLAINANTS L. C. HAVARD AND JOHNNIE
 ELIZABETH HAVARD.

FOOT NOTE:

Each of the cross-respondents are required to answer all of the allegations of each and every paragraph of the foregoing cross-bill, but answer under oath is hereby expressly waived.

Chas. Hall

Stevens, M. Corney & Lead
 SOLICITORS FOR RESPONDENTS AND CROSS-COM-
 PLAINANTS L. C. HAVARD AND JOHNNIE
 ELIZABETH HAVARD.

of complaint, demand strict proof thereof.

EIGHTH.

These respondents, having no information as to the correctness of the allegations contained in the eighth paragraph of the bill of complaint, demand strict proof thereof.

And now, after fully answering each paragraph of the bill of complaint, these respondents pray that this, their answer, may be taken as a cross-bill against the complainant, T. B. Crossland, as Trustee in bankruptcy of the Peoples Hardware ^{& Furniture} Company, a corporation, and against the respondents, Gulf Realty Company, a corporation, and T. J. Martin, and that the said cross-respondents may be brought into this Honorable Court by proper process and be required to plead, answer or demur to this cross-bill, according to the rules of this Honorable Court; and that on the hearing of this cause your Honor will adjudge and decree that the aforesaid named cross-respondents, and none of them, have any right, title, claim, interest in, or encumbrance upon, the real estate lying in Baldwin County, Alabama, and described in the mortgage hereinabove referred to, and attached as an exhibit to the original bill of complaint in this case, which property is more particularly described as: A certain tract of land beginning at the southeast corner of the West half of the Northeast quarter of Section 36, Township one North of Range Four East; running thence west 385 yards to a post; thence North 30 degrees west 358 ^{yards} to a post, thence east 17 degrees north five hundred and fifty yards to a post, thence south 531 yards to the place of beginning, containing 40 and 26/100 acres, more or less, less five acres deeded for school in the south part and corner of said land as described above, but that the title of these two respondents and cross-complainants is absolute and in fee simple, and free from all right, title, interest or emcumbrance, in, to or upon the said lands which the said cross-respondents may have, claim, or are reputed to claim; and these cross-complainants further pray that on the hearing of this cause your Honor will adjudge and decree that the said mortgage hereinabove referred to was, and is, absolutely void, invalid and unenforceable; and cross-complainants further pray for such other and further relief as to this Honorable Court may seem

mortgaging was their home place at Perdido Station, Alabama; that L. C. Havard appeared before J. J. McGill, a Notary Public and ex-officio Justice of the Peace for Baldwin County, Alabama, on the 27th day of October, 1914, and signed the said mortgage and properly acknowledged it, though at that time the said mortgage had not been signed by the said Johnnie Elizabeth Havard; that the said J. J. McGill then signed the ordinary acknowledgement of L. C. Havard and also filled in and signed the separate acknowledgement shown by the copy of the said mortgage attached to the bill of complaint, purporting to have taken the separate acknowledgement of Johnnie Elizabeth Havard; that as a matter of fact the said Johnnie Elizabeth Havard at no time appeared before the said J. J. McGill and made any acknowledgement before him for the said mortgage; that L. C. Havard, after said mortgage had been signed and acknowledged by him and after both the ordinary acknowledgement for him and the separate acknowledgement for his wife, Johnnie Elizabeth Havard, had been filled in by the said J. J. McGill, and before the said Johnnie Elizabeth Havard had signed the said mortgage, took the said mortgage ^{about one fourth of a} ~~some~~ miles away to his residence and had the same signed by the said Johnnie Elizabeth Havard in the manner hereinabove mentioned; that the said Johnnie Elizabeth Havard has at no time made the requisite separate acknowledgement to the said mortgage before any officer, as required by law, and the said mortgage is absolutely void. These respondents admit that the mortgage hereinabove referred to was recorded on the 9th day of January, 1915, in the office of the Probate Judge of Baldwin County, Alabama, in Mortgage Record No. 13, page 669.

All of the other allegations of the fifth paragraph of the bill of complaint which are not herein expressly admitted are hereby denied.

SIXTH.

These respondents, having no information as to the correctness of the allegations contained in the sixth paragraph of the bill of complaint, demand strict proof thereof.

SEVENTH.

These respondents, having no information as to the correctness of the allegations contained in the seventh paragraph of the bill

Martin a note, under date of October 27th, 1914, for \$2,000.00, payable one year from date, and that the said L. C. Havard attempted to secure the said note by a mortgage on real estate in Baldwin County, Alabama, a copy of the said note and mortgage being attached as Exhibits 1 and 2, respectively, to the bill of complaint. However, these respondents aver that at the time the said mortgage was executed, and for a long time prior thereto, and during all of the period up to the present time, the property described in the said mortgage was the homestead of these respondents and was less than 160 acres in area and its value was less than \$2,000.00; that Johnnie Elizabeth Havard is now, and was at the time said mortgage was signed, the wife of the said L. C. Havard; that while L. C. Havard signed the said note and mortgage and acknowledged the same, as shown by the acknowledgement attached to the said mortgage, and while Johnnie Elizabeth Havard signed the said note and also signed the said mortgage, yet the said Johnnie Elizabeth Havard at no time acknowledged the said mortgage, either by making an ordinary acknowledgement or the separate acknowledgement required from the wife in cases where a mortgage or conveyance is made of the homestead, nor did she receive any consideration whatever for the said note or mortgage; that at the time she signed the said mortgage she stated to her said husband, L. C. Havard, that she was doing so against her will, and she only signed said mortgage because her said husband stood over her and insisted that she sign it, and the said Johnnie Elizabeth Havard well knew that if she did not sign the mortgage, according to the insistence of her said husband, the said L. C. Havard, that he would harrass her until she finally consented to do so; that at the time the said respondent, Johnnie Elizabeth Havard, signed the said mortgage, at the insistence of her husband, L. C. Havard, the said L. C. Havard was drinking and was more or less intoxicated; that the said Johnnie Elizabeth Havard stated to her husband, L. C. Havard, at the time she signed the said mortgage, that she did not sign it of her own free will and accord; that she signed the same in order to keep peace between her husband and herself; that the said Johnnie Elizabeth Havard has never read over the said mortgage or note, nor has she ever had any one to read over the said mortgage or note to her, and knows nothing whatever about the contents of the said mortgage and note, except that her husband, L. C. Havard, told her that the land which she was

T. B. Crossland, as Trustee in
Bankruptcy of the Peoples Hard-
ware & Furniture Company, a cor-
poration,
Complainant,

-vs-

L. C. Havard, Johnnie Elizabeth
Havard, Gulf Realty Company, a
corporation, and T. J. Martin,
Respondents.

NO. 18.
IN EQUITY.
IN THE CIRCUIT COURT OF BALDWIN
COUNTY, ALABAMA.

JOINT AND SEPARATE ANSWER OF L. C. HAVARD AND JOHNNIE ELIZABETH HAVARD:

Comes L. C. Havard and Johnnie Elizabeth Havard, two of the respondents in the above styled cause, and for joint and separate answer to the bill of complaint heretofore filed in this cause, say:

FIRST.

These respondents admit that they are each over the age of twenty-one years, and that they each reside at Perdido, in Baldwin County, Alabama; that Gulf Realty Company is a corporation with its principal place of business at Bay Minette, in Baldwin County, Alabama, and that T. J. Martin is over the age of twenty-one years and resides at present, at Opp, in Covington County, Alabama. These respondents have no information as to the other allegations contained in the first paragraph of the said bill of complaint and demand strict proof of such other allegations.

SECOND.

These respondents, having no information as to the correctness of the allegations contained in the second paragraph of the bill of complaint, demand strict proof thereof.

THIRD.

These respondents, having no information as to the correctness of the allegations contained in the third paragraph of the bill of complaint, demand strict proof thereof.

FOURTH.

These respondents deny all of the allegations contained in the fourth paragraph of the bill of complaint.

FIFTH.

These respondents admit that L. C. Havard gave to T. J.

700

Demurrey to
Crashbill

Filed 2/2-1918

T. W. McIlwain
Register