

2757

A. D. CHESSER,  
Complainant,

vs.

W. S. BEESLEY,  
Respondent.

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

This cause coming on to be heard for a final decree, is submitted upon the original complaint filed December 15, 1951, amendment filed March 4, 1952, and amendment filed October 30, 1952; answer and cross bill; answer to cross bill and testimony of witnesses taken ore tenus.

The Complainant and Respondent entered into an agreement to farm on a share basis, with the understanding that they would share all profits and losses.

The evidence of the Complainant and Respondent is substantially the same as to the original agreement, except as to the term that the contract was to be in effect. There was no written agreement, hence the oral agreement expired on December 1, 1951.

The parties worked in perfect accord during the harvesting of money crops and the division of funds, until later in the year when the income was cut off.

There is much evidence as to monies received by the respective parties, however, a detailed discussion thereof will serve no good purpose.

There is much in the record about a peanut crop that was never harvested - the value thereof was highly speculative - and then too the Complainant turned hogs in on the crop.

The parties have waived the request for the appointment of a master or Register and agree that all matters be submitted to the Court for a final decree.

The Court, after carefully considering all of the evidence and having had a chance to observe all the witnesses, is of the opinion, and so finds that the Complainant and Respondent entered

into an agreement to operate the farm on a share-crop basis, with the understanding that they would share all profits and losses.

The Court is therefore of the opinion, and so finds, that the Complainant is not entitled to relief prayed for in his original and amended complaints, and that the same should be dismissed.

IT IS, THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the Complainant's original and amended complaints be, and they are hereby dismissed.

The Court is also of the opinion that the Respondent is not entitled to the relief prayed for in his cross bill and that the same should be dismissed.

IT IS, THEREFORE, FURTHER ORDERED, ADJUDGED AND DECREED BY THE COURT that the Respondent's cross bill be and the same is hereby dismissed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the costs be taxed equally against Complainant and Respondent, for which execution may issue.

Dated this 6 Day of August, 1953.

Robert M. Hall  
JUDGE

A. D. CHESSEY,  
COMPLAINANT  
VS.  
W. S. BEESLEY,  
RESPONDENT.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
IN EQUITY  
CASE NO. 2157

Comes A. D. Chesser, Complainant and Cross-Respondent in this cause  
and for answer to the Cross-Bill filed herein by the said W. S. Beesley  
says:

1.

As to Paragraph One admits the allegations therein.

2.

As to Paragraph Two the Complainant and Cross-Respondent admits that  
the agreement set forth in paragraph two of the Cross-Bill is substantially  
the oral agreement that was entered into between the parties but he denies  
that the oral agreement made was ever reduced to writing and that he refused  
to sign it.

3.

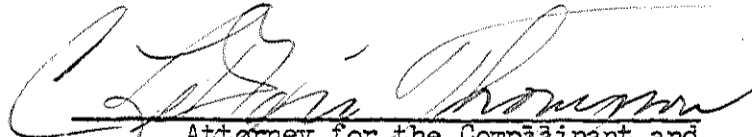
As to Paragraph Three he denies each and every allegation therein.

4.

As to Paragraph Four he denies each and every allegation therein.

5.

As to Paragraph Five he denies each and every allegation therein.

  
Attorney for the Complainant and  
Cross-Respondent.

Of Counsel  
T. J. Mashburn, Jr

2757

A. D. CHESSEY,

COMPLAINANT

VS

W. S. BEESLEY,

RESPONDENT

Answer to Cross-Bill

FILED  
JUN 11 1953  
ALICE J. DUCK, Clerk *gules*

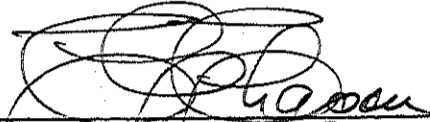
From the Law Offices of  
C. LeNoir Thompson  
Attorney At Law  
Bay Minette, Alabama

A. D. CHESSER,	)	
Complainant,	)	IN THE CIRCUIT COURT OF
-vs-	)	BALDWIN COUNTY, ALABAMA
W. S. BEESLEY,	)	IN EQUITY
Respondent.	)	

Comes the Respondent in the above styled cause and demurs to the amended bill of complaint filed therein and to each paragraph thereof separately and severally and for grounds therefor sets out separately and severally the following:

1. That there is no equity in the bill.
2. That there is an adequate remedy at law.
3. For ought that appears, any damages claimed are ascertainable and, therefore, subject to recovery in a suit at law.
4. For ought that appears, the purpose of the joint adventure, if one existed, has not been accomplished.
5. For ought that appears, the complainant refused to perform his obligation to the Respondent.
6. For ought that appears, if a joint adventure existed it was terminated by the respondent.
7. For ought that appears, the terms of the alleged contract were not complied with by the complainant.
8. The interest of the complainant in any of the property, crops, etc. is not sufficiently shown.
9. There is no allegation as to what complainant was to receive for his labor.
10. There is insufficient allegation as to the terms of the alleged contract.
11. For ought that appears, complainant was an employee merely.
12. Complainant has failed to allege a performance of alleged contract on his part.
13. The alleged contract, as is shown by the complainant, is in violation of the Statute of Frauds.
14. The term of the alleged contract is not shown.

15. The complaint is vague and uncertain.
16. The allegations of the complaint are indefinite.
17. The complaint is multifarious.
18. The complaint wrongfully joins causes of action.
19. The relief prayed for in said complaint is incomplete and improper.



Solicitor for Respondent

2757

DEMURRERS

A. D. CHESSEY,  
Complainant,

-VS-

W. S. BEESLEY,  
Respondent.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
IN EQUITY

FILED

SEP 16 1952

ALICE J. DUCK, ~~Clerk~~ Registrar

A. D. CHESSER, ) (  
 Complainant, ) ( IN THE CIRCUIT COURT OF  
 - vs - ) ( BALDWIN COUNTY, ALABAMA  
 W. S. BEESLEY, ) ( <sup>2757</sup>  
 Respondent. ) ( IN EQUITY

Comes the Respondent in the above styled cause and demurs to the Bill of Complaint filed therein, and to each paragraph thereof separately and severally, and for grounds therefor sets out separately and severally the following:-

1. That there is no equity in the Bill.
2. That there is an adequate remedy at law.
3. That the Complaint shows on its face that the alleged contract is in violation of the statute of frauds.
4. That the Complaint is vague and uncertain.
5. That the relief prayed for in said Complaint is incomplete and improper.

For further grounds of demurrer the Respondent sets out the following:-

1. Respondent demurs to the aspect of the Bill wherein the Complainant fails to show that he is willing to do equity.
2. The Respondent demurs to the aspect of the Bill wherein, for ought that appears, no accounting is due at this time.
3. The Respondent demurs to the aspect of the Bill wherein it affirmatively appears that the contract relied upon is in violation of the statute of fraud.
4. The Respondent demurs to the aspect of the Bill wherein it sets out that a partnership existed, this being merely a conclusion of the pleader.
5. The Respondent demurs to the aspect of the Bill wherein the Bill does not show that the Respondent has failed or refused to do or perform any act which he had agreed to do.
6. The Respondent demurs to any aspect of the Bill wherein the Complainant is referred to in any manner other than as an employee.

  
 Solicitor for Respondent



A. D. CHESSER,	)	
Complainant,	)	IN THE CIRCUIT COURT OF
-vs-	)	BALDWIN COUNTY, ALABAMA
W. S. BEESLEY,	)	IN EQUITY
Respondent.	)	

This day came the parties by their attorneys and argued demurrers to the amended petition heretofore filed in said cause, and the Court being of the opinion that the grounds of demurrer are well taken;

It is, therefore, ORDERED, ADJUDGED AND DECREED by the Court that the demurrers of the Respondent to the amended petition are hereby sustained.

Done this the 29th day of September, 1952.

Jeffrey A. Madala, Jr.  
Circuit Judge

A. D. CHESSER

COMPLAINANT

VS

W. S. BEESLEY

RESPONDENT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY

CASE NO. 2057

TO THE HONORABLE TELFAIR J. MASHBURN, JR., JUDGE OF THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA:

Now comes the Complainant, A. D. Chesser and amends his complaint heretofore filed in said cause, and respectfully represents and shows unto your Honor and this Honorable Court as follows:

1.

That the parties to this cause are over the age of twenty-one and are residents of Baldwin County, Alabama.

2.

That your Complainant and the Respondent entered into an oral agreement on, to-wit, December 1, 1950, which in substance was:

A. That your Complainant would move to a farm owned or controlled by the Respondent, said farm being located in Baldwin County, Alabama, and run the farm for the Respondent during the 1951 crop year. It was agreed that the Respondent would furnish the Complainant land for farming, the equipment necessary for farming, one-half of the fertilizer and seeds used and bear one-half of the operating expense. It was further agreed that the Complainant would furnish labor for farming, one-half of the fertilizer and seeds, and bear one-half of the operating expense. That Complainant and Respondent were to each share one-half the profits or losses of this venture. It was agreed that the Complainant would plant ten acres of cotton, 65 acres of corn, 20 acres of Soy beans, and 75 acres of pasture. This part of the agreement was later changed by the mutual consent of the Complainant and Respondent, so that the Complainant would plant 20 acres of cotton, 55 acres of corn, 20 acres of peanuts, and 75 acres of pasture, this change was agreed upon by the Complainant upon a promise and assurance of the Respondent that he would obtain a peanut allotment to dig and market peanuts for the year 1951.

B. There was also included in the agreement a provision that the Respondent would turn over 1,200 bushels of corn in the Respondent's crib to the Complainant to use on the condition that the Complainant replaced this corn out of the 1951 corn crop.

C. That Complainant agreed to care for, feed and pasture 43 head of grown cattle and 20 calves for the Respondent. For this, the Respondent agreed to give the Complainant a half interest in the calves, upon the further condition that the Complainant would replace the 20 calves out of the calves dropped by the herd during the year 1951.

D. The parties agreed that the Respondent would furnish your Complainant 41 hogs to care for, feed and pasture, for this the Respondent agreed to give the Complainant a one-half interest in 34 of these hogs, which were at that time small shoats.

E. The parties agreed to borrow sufficient money to finance the operation of the farm.

F. The Respondent agreed to furnish the Complainant with a written contract on, to-wit: January 1, 1951, which was to contain the terms of this oral agreement.

3.

Your Complainant avers that the Respondent furnished him the land as agreed to, that the Respondent signed a joint note with the Complainant and thereby obtaining the money needed to pay for the seed, fertilizer, and operating expense. The Complainant avers that the Respondent failed to furnish him the equipment he needed as will hereinafter be shown.

4.

Your Complainant avers that he did fully carry out his part of the agreement in that:

A. He moved to the Respondent's farm, farmed his land in 1951, that he planted the crop he agreed upon, to-wit: 20 acres of cotton, 20 acres of peanuts, 55 acres of corn, and 75 acres pasture.

B. That he grew 18 bales of cotton, which sold for \$3,3000.00, that he withheld out of this amount \$630.00 to pay for picking, and \$180.00 to pay for hauling this cotton. That he withheld out of this amount \$30.00 to start his children to school, that he deposited the balance in a joint account of the parties to this cause. Your Complainant avers that the Respondent failed to furnish him a truck to haul this cotton.

C. Your Complainant avers that he grew a corn crop, harvested it, replaced the 1,200 bu. he had borrowed from the Respondent. That he sold 9 tons 8 hundred lbs of this crop for \$470.25 and that he paid \$385.00 of this amount to have the crop picked and gave the balance of this in the amount of \$85.25 to the respondent. Your Complainant avers that he left 100 bu. of corn in the field at the request of the Respondent, for the Respondent's use. This corn was at that time worth \$1.60 a bushel. Your Complainant avers that the Respondent took the tractor

that the Complainant was using and caused your Complainant to have to hire machinery in the harvesting of this corn crop.

D. Your Complainant avers that he tended and grew a peanut crop of, to-wit, ten tons valued at \$2,320.00, but was unable to sell the same because the Respondent failed to secure a peanut allotment. To keep the peanuts from being a total loss the Complainant turned the hogs, on the Respondent's farm, in on the peanuts.

E. The Respondent furnished the Complainant the cattle he agreed to and the Complainant fed them and cared for them from the time he moved to the Respondents farm until on, to-wit: May 1, 1951, at which time the Respondent caused the 20 head of cattle to be moved beyond the control of your Complainant. Your Complainant avers that he continued to take care of the cattle. He avers that 17 calves were dropped during the year 1951.

F. Your Complainant avers that the Respondent furnished him the 41 hogs, that your Complainant fed and tended to them. That the Respondent started selling these hogs on various occasions beginning on, to-wit: May 1, 1951, and sold some of the periodically through out the year.

G. Your Complainant avers that he planted the pasture he agreed to and used it for feeding the cows and hogs furnished him by the Respondent. Your Complainant avers that the Respondent entered on this pasture on, to-wit: August 1, 1951, and turned 30 acres of it under, thereby depriving the Complainant of its use.

H. Your Complainant and Respondent borrowed \$1,800.00 from the Bank of Foley and executed a note to the Bank of Foley for this amount.

I. The Respondent failed to furnish the Complainant with a written contract covering the provisions of the original contract at the time the Respondent agreed to do so.

5.

The books of this joint venture were kept by the Respondent.

6.

The Complainant avers of the Respondent has failed and refused to give him an accounting of the earning of the farm for the 1951 crop, and ordered the Complainant to move when he demanded an accounting. The Complainant avers that he was forced to leave on, to-wit: December 1, 1951.

The premises considered: The Petitioner prays that a master or a register be appointed to take charge of all the partnership books and accounts and to hold a reference and make an accounting of this partnership

venture and the joint ventures entered into by the Petitioner and Respondent, reporting its findings to this court.

And your Complainant prays for such other, further, or different relief as in equity, and good conscience. He shall be entitled to receive, and in premises, place himself with in the jurisdiction of this Honorable court, and offers to do and perform whatever this Honorable Court shall in equity, and good conscience require of him in this cause.

  
C. LeNoir Thompson

\_\_\_\_\_  
Tolbert M. Brantley

BY: \_\_\_\_\_

A. D. CHESSEY

COMPLAINANT

VS

W. S. BEESLEY

RESPONDENT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY.

TO THE HONORABLE TELFAIR J. MASHBURN JR. JUDGE OF THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA:

Now comes the Complainant, A. D. Chesser and amends his complaint heretofore filed in said cause, and respectfully represents and shows unto your Honor and this Honorable Court as follows:

That the parties to this cause are over the age of 21 and are residents of Baldwin County, Alabama.

That your Petitioner and the Respondent entered into an oral agreement on or about the first day of December, 1950 which in substance was as follows:

That your Petitioner was to sell his livestock and feed where he was living and also to move to a farm owned or controlled by W. S. Beesley. Said farm to be located in Baldwin County, that the agreement entered into between the parties was that W. S. Beesley would furnish the land, half the fertilizer, half of the seed, half of the operating cost and all of the equipment to be used in farming by your Petitioner during the year 1951, and your petitioner was to get half of the crop and the respondent the other half of the crop. The oral agreement prior to moving on the property was that your Petitioner would plant 10 acres of cotton, 20 acres of soy beans and the balance of crop land in corn. After your Petitioner moved on the property W. S. Beesley, Respondent, insisted upon a change in the agreement which your Petitioner agreed to whereby your Petitioner planted 20 acres in cotton and 20 acres in peanuts; said peanuts being planted on the assurance and promise by the Respondent that a peanut allotment to dig and market the peanuts would be provided. There was also included in the agreement a provision that approximately 1200 bushels of corn in the cribs on the property was turned over to your petitioner with the understanding that your Petitioner would replace this corn in the fall of 1951, and divide the remaining corn crop gathered during the year 1951. It being agreed between the parties that your petitioner and the respondent would borrow sufficient money to finance the operation of the crop and they executed shortly thereafter from the Bank at Foley a note in the amount of \$1800.00. It was further agreed between parties that your

petitioner and the Respondent would execute a note to the bank at Foley, and use the money obtained thereby to pay the expenses incurred by your Petitioner farming in the Respondent's land during year 1951. This loan was obtained and the Respondent kept the books, but your petitioner also signed checks with the Respondent when paying bills incurred in producing the 1951 crop which was planted as stipulated. There was also included in the agreement that your Petitioner and the Respondent would share jointly in the profit from your said enterprise and by virtue of having signed a crop lien against your Petitioner's share in 1951 crop. Your Petitioner and the Respondent would share jointly in any losses arising from said joint adventure.

There were 20 calves present on the farm in December, 1950, which calves were by agreement with the Respondent to be fed by your Petitioner and it was further agreed between the parties to this cause that your Petitioner was also to furnish all labor and feed and attend to the hogs on the property, to-wit:

34 Shoats and 1 large hog, a barrow, all of which were fattened and sold, and fed out the live-stock specified May, 1951 in addition thereto. Your Petitioner fed for the Respondent through the winter months, 41 cattle, 2 bulls, 4 Brood Sows, and one your bear in so feeding said live-stock your Petitioner fed 1200 bushels of corn of a value of \$1.60 per bushel amounting \$1,920.00, in addition to labor of your Petitioner from December through May 1950, of the value of \$200.00 all of which sums are due and unpaid to your Petitioner. The 20 calves present on the place in December, 1950 were to be fed out with the corn turned over to your Petitioner and your Petitioner was to leave the same number of calves on the place in addition to the grown stock when your Petitioner's time to move came.

It was further agreed between the parties that a written contract was to be entered into on January 1, 1951 covering the oral agreement. No written contract was provided at that time.

Your Petitioner further shows unto this Honorable Court that on or about May 1, 1951 the said Respondent removed all of the calves and according to your Respondent's information sold six of them and kept the others on another pasture beyond your Petitioner's control. During this time your Petitioner fed hogs and cattle out of the 1200 bushels of corn mentioned above. Your Petitioner planted 55 acres of corn, 20 acres of cotton, 20 acres of peanuts, and plowed, disc and fertilized approximately 75 acres of pasture.

That your Petitioner harvested and sold 18 bales of cotton and for an aggregate return of Thirty-three Hundred (\$3300.00) Dollars and withheld from this money \$180.00 hauling cost and \$630.00 picking cost, the balance being deposited in a joint account of the parties to this cause.

Your Petitioner fed from the 1200 bushels of corn, 43 head of grown cattle, the 20 calves originally stated and some of the 17 calves dropped in the fall of 1951; 4 brood sows, 2 boars, 34 shoats (fattened and sold) and 33 pigs, now on the property. One grown hog was fattened and sold.

The Respondent obtaining the checks on these sales together with that for the six steer calves sold.

Your Petitioner gathered the 1951 corn crop and replaced the 1200 bushels borrowed in addition thereto your Petitioner sold nine tons and eight hundred pounds for the purpose of paying \$315.00 picking cost and delivered the balance from the sale in the amount of \$85.25 to the Respondent; in addition thereto approximately 100 bushels of corn was left in the fields at the request of the Respondent for the Respondent's cattle.

The Respondent did not provide your Petitioner with a peanut allotment and approximately ten tons of peanuts were necessarily left in the field to the benefit of the Respondent together with ten tons of peanut hay for which no benefit has inured to your Petitioner. That your Petitioner has received no income from the livestock, property of the Respondent, fed, watered, and pastured.

That the Respondent did not furnish a tractor to gather the corn nor a truck to haul the cotton, all of which was an expense to your Petitioner together with the cultivating and fertilizing of the pastures, operations of the water pumps for watering the stock was also an expense to your Petitioner. That in addition thereto your Petitioner repaired and remodeled a barn to the benefit of the Respondent, said barn being 44 feet by 30 feet and the value of said repairs being approximately \$200.00; That in addition to the care of said livestock stated above your Petitioner dehorned and treated approximately 30 head of cattle; that he provided labor for the moving of dog houses and erection of a dog yard, for all of which no sum has been determined in compensation therefor.

That your Petitioner made demand upon the Respondent for an accounting which demand was refused.

WHEREFORE, the premises considered, your Petitioner prays that your Honor will by proper procedure make the said W. S. Beesley party Respondent to this bill of Complaint requiring him to plead, answer or demur to the same within the time and under the penalties prescribed by law and the practice of this Honorable Court.

The premises considered: The Petitioner prays that a master or a register be appointed to take charge of all the partnership books and accounts and to hold a reference and make an accounting of this partnership venture and the joint ventures entered into by the Petitioner and Respondent, reporting its findings to this court.

And your Complainant prays for such other, further, or different belief as in equity, and good conscience. He shall be entitled to receive, and in premises, place himself with in the jurisdiction of this Honorable Court, and offers to do and perform whatever this Honorable Court shall in equity, and good conscience require of him in this cause

W. S. Beesley  
Petitioner.

W. S. Thompson  
Attorney for Petitioner.

2757

A. D. Chesster

Complainant

vs

W. S. Deesley

Respondent

Complaint as amended

From the Law Offices of  
C. LeMoire Thompson

Filed 3-4-52  
Buckley  
Rey.

STATE OF ALABAMA  
BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summons W. S. BEESLEY, to appear and plead, 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 A. D. CHESSEY, as Complainant and against W. S. BEESLEY, as Respondent.

WITNESS my hand this the 15<sup>th</sup> day of December, 1951.

Alfred J. Chessey  
Register.

A. D. CHESSEY

COMPLAINANT

VS

W. S. BEESLEY

RESPONDENT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY.

TO THE HONORABLE TELFAIR J. MASHEURN JR. JUDGE OF THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA:

Now comes the Complainant A. D. Chessey and respectfully represents  
and shows unto your Honor and this Honorable Court as follows:

1.

That the parties to this cause are over the age of 21 and are residents  
of Baldwin County, Alabama.

2.

That your Petitioner and the Respondent entered into an oral agreement  
on or about the first day of December, 1950 which in substance was as  
follows:

That your Petitioner was to sell his livestock and feed where  
he was living and also to move to a farm owned or controlled by W. S.  
Beesley. Said farm to be located in Baldwin County, that the agreement  
entered into between the parties was that W. S. Beesley would furnish  
the land, half the fertilizer, half of the seed, half of the operating  
cost and all of the equipment to be used in farming by your Petitioner  
during the year 1951. The oral agreement prior to moving on the property  
was that your Petitioner would plant 10 acres of cotton, 20 acres of  
soy beans and the balance of crop land in corn. After your Petitioner  
moved on the property W. S. Beesley, Respondent, insisted upon a change  
in the agreement which your Petitioner agreed to whereby your Petitioner

planted 20 acres in cotton and 20 acres in peanuts; said peanuts being planted on the assurance and promise by the Respondent that a peanut allotment to dig and market the peanuts would be provided. There was also included in the agreement a provision that approximately 1200 bushels of corn in the cribs on the property was turned over to your Petitioner with the understanding that your Petitioner would replace this corn in the fall of 1951 and since the parties to this agreement were going in the livestock business on a three year basis. The 20 calves present on the place in December, 1950 were to be fed out with the corn turned over to your Petitioner and your Petitioner was to leave the same number of calves on the place in addition to the grown stock when your Petitioner's time to move came.

3.

It was further agreed between the parties that a written contract was to be entered into on January 1, 1951 covering the oral agreement. No written contract was provided at that time.

4.

Your Petitioner further shows unto this Honorable Court that on or about May 1, 1951 the said Respondent removed all of the calves and according to your Respondent's information sold six of them and kept the others on another pasture beyond your Petitioner's control. During this time your Petitioner fed hogs and cattle out of the 1200 bushels of corn mentioned above. Your Petitioner planted 55 acres of corn, 20 acres of cotton, 20 acres of peanuts and plowed, disc and fertilized approximately 75 acres of pasture.

5.

That your Petitioner harvested and sold 18 bales of cotton and for an aggregate return of Thirty-three Hundred (\$3300.00) Dollars and withheld from this money \$180.00 hauling cost and \$630.00 picking cost, the balance being deposited in a joint account of the parties to this cause.

6.

Your Petitioner fed from the 1200 bushels of corn, 43 head of grown cattle, the 20 calves originally stated and some of the 17 calves dropped in the fall of 1951; 4 brood sows, 2 boars, 34 shoats (fattened and sold) and 33 pigs, now on the property. One grown hog was fattened and sold.

The Respondent obtaining the checks on these sales together with that for the six steer calves sold.

7.

Your Petitioner gathered the 1951 corn crop and replaced the 1200 bushels borrowed in addition thereto your Petitioner sold nine tons and eight hundred pounds for the purpose of paying \$385.00 picking cost and delivered the balance from the sale in the amount of \$85.25 to the Respondent; in addition thereto approximately 100 bushels of corn was left in the fields at the request of the Respondent for the Respondent's cattle.

8.

The Respondent did not provide your Petitioner with a peanut allotment and approximately ten tons of peanuts were necessarily left in the field to the benefit of the Respondent together with ten tons of peanut hay for which no benefit has inured to your Petitioner. That your Petitioner has received no income from the livestock, property of the Respondent, fed, watered, and pastured.

9.

That the Respondent did not furnish a tractor to gather the corn nor a truck to haul the cotton, all of which was an expense to your Petitioner together with the cultivating and fertilizing of the pastures, operations of the water pumps for watering the stock was also an expense to your Petitioner. That in addition thereto your Petitioner repaired and remodeled a barn to the benefit of the Respondent, said barn being 44 feet by 30 feet and the value of said repairs being approximately \$200.00; That in addition to the care of said livestock stated above your Petitioner dehorned and treated approximately 30 head of cattle; that he provided labor for the moving of dog houses and erection of a dog yard, for all of which no sum has been determined in compensation therefor.

10.

That your Petitioner made demand upon the Respondent for an accounting which demand was refused.

WHEREFORE, the premises considered, your Petitioner prays that your Honor will by proper procedure make the said W. S. BEESLEY party Respondent to this bill of Complaint requiring him to plead, answer or demur to the same within the time and under the penalties prescribed by law and the practice of this Honorable Court.

The premises considered: The Petitioner prays that a master or a register be appointed to take charge of all the partnership books and accounts and to hold a reference and make an accounting of this partnership venture and the joint ventures entered into by the Petitioner and Respondent, reporting its findings to this court.

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

Adrianus

Petitioner.

C. J. Van Rensselaer

Attorney for Petitioner.

Received in Sheriff's Office  
this 15 day of Dec 1951  
TAYLOR WILKINS, Sheriff

12-17-51

2757

Dec. 17 1951  
Serving copy of within Summons and  
Complaint on

W. S. Beesley

A. D. CHESSER

COMPLAINANT

VS

W. S. BEESLEY

RESPONDENT

Taylor Wilkins Sheriff  
By Ed Leigh Stead Deputy Sheriff

FILED  
DEC 17 - 1951

ALICE J. DUCK, Register

From the law offices of  
C. LeNoir Thompson  
Bay Minette, Alabama

COMPLAINANT'S MOTION FOR A REHEARING

A. D. CHESSEY,	)	
Complainant,	)	IN THE CIRCUIT COURT OF
vs.	)	BALDWIN COUNTY, ALABAMA
W. S. DEESLEY,	)	IN EQUITY
Respondent.	)	

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

Now comes your petitioner, A. D. Chessser, complainant in the above styled cause, and applies for a rehearing of the decree and order rendered in the above styled cause on the 6th day of August, 1953, and as grounds for such application, your petitioner respectfully shows unto your Honor the following:

1.

Because the decree of the Court was against the great weight of the evidence.

2.

For that the decree of the Court is contrary to the law and the evidence in the case.

3.

For that the decree of the Court is not sustained by the great preponderance of the evidence.

4.

For that the decree of the Court is not sustained by the great preponderance of the evidence and is contrary to both the law and the facts in the case.

5.

~~For that the decree of the Court is contrary to the law in the case.~~

6.

For that the decree of the Court is contrary to the facts in the case.

7.

For that the decree of the Court and the judgment entered thereon are contrary to the great weight and preponderance of the evidence in the case.

8.

For that the respondent, W. S. Beesley, testified that the agreement entered into between the parties to this cause included the provision that the complainant herein would receive one-half the increase of all livestock, and that the decree being silent on this provision and the respondent's testimony therein as recorded, creates an inequity.

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9.

For that the respondent, W. S. Beesley, testified that the complainant was to receive one-half of all crops grown on the farm during the life of the contract, and the respondent testified that aside from one truckload of corn sold by the complainant, that all corn grown was stored or left on the farm, property of the respondent, and that the complainant did not receive a share, as provided by the agreement, thereby creating an inequity.

10.

For that the respondent, W. S. Beesley, testified that the complainant was to receive one-half of all crops grown on the farm, and that the complainant did not receive half of the peanuts grown thereon; neither did the complainant receive half of the hogs turned on said peanuts, as noted in said decree, thereby creating an inequity.

11.

For that the decree is silent in that it makes no provision for either a share of the livestock and crops aforesaid, as admitted by the respondent, and as testified to by the complainant, and also the decree failed to establish a quantum meruit for work and labor done in caring for said livestock aforesaid, in lieu thereof, thereby creating an inequity.

12.

For that the decree is silent in that it makes no provision for either a share of the livestock and crops aforesaid, as admitted by the respondent, and as testified to by the complainant, and also the decree failed to establish a quantum meruit for work and labor done in producing said crops, to-wit, corn and peanuts, aforesaid, in lieu thereof, thereby creating an inequity.

13.

For that the testimony in this cause, without contradiction, showed that the complainant was charged with half of the seed and fertilizer, and that the monies from the cotton grown were used to pay for the complainant's expense

incurred toward his half of said seed and fertilizer, but that the decree is silent in that it makes no provision for the complainant to share in the crops grown from said seed and fertilizer, thereby creating an inequity.

WHEREFORE, your petitioner prays that this Honorable Court will grant a rehearing of said cause at such time as may be convenient to be fixed by the Court; that upon such rehearing the decree complained of may be vacated; that upon the vacation of said decree a new decree may be rendered in accordance with the prayers of the original bill filed herein.

A. D. CHESSER

By C. LeNoir Thompson  
His Attorney

Before me the undersigned authority personally appeared C. LeNoir Thompson, attorney, who being duly sworn deposes and says: That the foregoing facts are true and correct to the best of his knowledge, information, and belief.

C. LeNoir Thompson

Sworn to and subscribed before me this 31<sup>st</sup> day of August, 1953.

Robert M. Brantley  
Notary Public



2757

A. D. CHESSER,  
Complainant,

vs.

W. S. BEESLEY,  
Respondent.

COMPLAINANT'S MOTION FOR A

REHEARING

*This motion presented  
this Sept 1, 1953 and  
set down for a hearing  
on Sept 16, 1953 at  
10 am*

*1 Mitchell  
Jr*

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

*Filed 9-15-53 -  
9-10-53 Motion heard  
and denied 10/1/53*



A. D. CHESSER,  
Complainant,

-VS-

W. S. BEESLEY,  
Respondent.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

IN EQUITY

CASE NO. 2157

TO THE HONORABLE H. M. HALL, JUDGE OF THE CIRCUIT COURT OF BALDWIN  
COUNTY, ALABAMA, Sitting in Equity:

Now comes W. S. Beesley, the Respondent in the above styled  
cause and for answer to the Bill of Complaint in said cause hereto-  
fore filed says:

He denies the allegations of the Bill of Complaint and each  
and every paragraph thereof separately and severally and demands  
strict proof.

Having answered the allegations of the bill filed in this  
cause by A. D. Chesser, the respondent prays that this his answer  
be made and taken as a cross-bill and he therefore shows unto this  
Honorable Court the following:-

1.

That he is over the age of twenty-one years and a resident of  
Baldwin County, Alabama. That A. D. Chesser is over the age of  
twenty-one years and that his residence is not now to your respond-  
ent and cross-complainant known, but he is believed to be a resid-  
ent of the State of Alabama, residing near Red Level.

2.

That your cross-complainant and the cross-respondent entered  
into an oral agreement on or about the first day of December, 1950,  
which said agreement was to be reduced to writing and executed by  
the parties hereto and which said agreement was reduced to writing  
but that the cross-respondent, A. D. Chesser, failed and refused  
to execute the agreement, although demand was made upon him that  
he do so. The agreement entered into between the cross-complainant  
and cross-respondent and which was not changed, altered or ammended  
was in substance as follows: That the cross-complainant should  
furnish a farm and pasture land, certain brood sows and a boar and  
certain brood cows and a bull in Baldwin County, Alabama.

That he was also to furnish a house for the occupancy of the cross-respondent and his family, and was to furnish barns located on the premises. The cross-complainant was also to furnish a tractor and such farm tools and implements as were located on the premises. The cross-respondent agreed to furnish all labor, plant, cultivate, gather and otherwise harvest and market crops grown on the land and to properly care for and furnish labor for marketing the livestock. The cross-respondent was to build any new fences that were needed and to keep all existing fencing, buildings and other improvements in as good or better condition as they were at the time of the entering into of the agreement. The agreement was to terminate at mid-night on November 30th, 1951, at which time the parties were to share equally in the increase of all hogs and calves and were to share equally in the returns from all crops grown on the premises. The cross-complainant had hay and corn stored in the barn on the premises, which hay and corn were to be used as needed until the harvesting season, at which time all hay and corn used during the continuance of the agreement should be replaced with an equal amount of hay and corn, which should be and was, the sole property of the cross-complainant. It was agreed that no crop nor livestock increase should be marketed prior to the expiration of the contract and agreement without the consent of both parties thereto. It was also agreed that the parties to the agreement should share equally in the cost of electric service furnished to the property and in the repair of equipment and machinery of the cross-complainant and pay equally the expenses for any necessary machine or truck hire for the proper growing, harvesting ect., of the crops, and were to share equally in the expense of gas, oil, seed, fertilizer, feed, minerals or other supplies which were necessary for the proper raising of the livestock and growing or harvesting of the crops planted on the premises.

3.

Cross-complainant shows to the Court that he did and performed all that he was to do under the agreement and that A. D. Chesser, the cross-respondent, failed to do and perform all that he was to do under the agreement, all to the damage of the cross-complainant, in that; (a) he did not furnish all labor to properly plant, culti-

vate, gather and otherwise harvest and market crops grown on said land; (b) in that he did not properly care for and furnish labor for the caring for of the livestock; (c) that he did not maintain the existing fences and buildings and other improvements in good order and repair; (d) in that he did not build new fences as needed; (e) in that he did not share equally in the cost of electric service and the cost of repair to machinery and equipment and in the cost of gas, oil, seed, fertilizer, etc.; (f) in that he did not replace the corn and hay which was stored in the barn of the cross-complainant at the time of the entering into of the contract and agreement as he had agreed to do; (g) in that he marketed crops grown on the lands prior to the expiration of the contract and agreement without the consent of the cross-complainant.

4.

Cross-complainant further shows unto the Court that A. C. Chesser, the cross-respondent further caused him injury in damage in that: (a) he used the truck belonging to cross-complainant for at least three (3) trips to Red Level, Alabama, without payment therefore; (b) in that he sold corn, a part of which belonged to the cross-complainant and did not pay therefor; (c) in that he hired labor and paid therefor from monies belonging to the cross-complainant, when it had been agreed that the cross-respondent should furnish all labor; (d) in that he sold cotton, a part of which belonged to the cross-complainant, and did not make full payment therefor; (e) in that he sold cotton seed, a part of which belonged to the cross-complainant, and did not make full payment therefor; (f) that he killed, disposed of or otherwise allowed to be missing, one hog, and that he injured or allowed to be injured, three (3) brood sows, two (2) of whom died; (g) that he killed, disposed of, or otherwise allowed to become missing, two (2) cows and that, by neglect, he allowed one (1) cow to die giving birth to a calf and allowed four (4) calves to be lost by neglect at birth; (h) that he worked the mules, belonging to the cross-complainant, for hire, and pocketed the receipt therefor, without the knowledge or consent of the cross-complainant; (i) that he killed one of the mules belonging to the cross-complainant, by overwork and caused the remaining mule to be bellowsed so that it was of no value to the

cross-complainant, all without the knowledge and consent of the cross-complainant; (j) that he seriously damaged the tractor of the cross-complainant by running it without oil; (k) that he sold, took, or otherwise disposed of or allowed to be taken and disposed of, 350 washed fertilizer sacks of the cross-complainant; (l) that he took and removed, or allowed to be taken and removed, flooring from the barn of the cross-complainant; (m) that he tore out and removed for no cause and without the knowledge or consent of the cross-complainant, a bridge; (n) that not only did he not maintain the fences of the cross-complainant, but did, or allowed to be done, considerable damage thereto, over and above that which ordinarily would have occurred through use and depreciation; (o) that he took, removed and disposed of or allowed to be taken and removed and disposed of, three (3) leather collars, which were for the use on the mules of the cross-complainant; (p) that he caused cross-complainant considerable expense in rounding up and returning livestock which he had allowed to escape or which he had let out of pasture; (q) that he collected house rent, which he did not turn over to the cross-complainant and which was the sole property of the cross-complainant; (r) that he negligently allowed 3/8ths of a mile of fencing to be seriously damaged by a fire; (s) that he allowed a 30 acre field to be burned and seriously damaged; (t) that he gathered and sold corn which was the sole and exclusive property of the cross-complainant, and in which he had no interest; (u) that he took and removed or allowed to be taken and removed, screen doors from the dwelling; (v) that he took and removed or allowed to be taken and removed, all harness for one pair of mules; (w) that a considerable amount of tools and farming equipment had been taken and removed by the cross-respondent or during the time the cross-respondent was charged with its care, and that all remaining tools and equipment have been badly neglected by the cross-respondent; (x) that he allowed weeds to grow and mature in the pasture; (y) that he caused great damage to the livestock, due to his failure to water and feed the stock and to properly care for them; (z) that he neglected all crops, and fields, resulting in poor yields and in continued damage to the fields of the cross-complainant.

5.

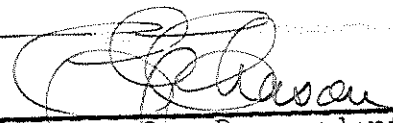
Cross-complainant further shows that the contract and agreement was breached by the cross-respondent in that he did not complete the term for which he was hired and that he failed and refused to perform his obligations.

6.

Cross-complainant avers that the failure of A. D. Chesser, the cross-respondent, to carry out and perform the contract and agreement, as he had agreed to do, his converting to his own use the property of the cross-complainant, a failure and refusal to properly care for crops and livestock and his other actions, failures and omissions as hereinabove set out, have resulted in damage to your cross-complainant in an amount of Ten Thousand Dollars (\$10,000).

PRAYER FOR PROCESS AND RELIEF

THE PREMISES CONSIDERED, the respondent and cross-complainant prays that this be taken and be treated in all respects as a cross bill, and that the usual process of this Honorable Court issue to the complainant and cross-respondent, A. D. Chesser, requiring him to appear and plead, answer or demurr to this cross-bill within the time prescribed by law and under the rules and practice of this Honorable Court, and that on a final hearing of this cause, that this Honorable Court will order the cross-respondent to pay over to the cross-complainant all such sums as appears to be due and to which cross-complainant appears to be entitled to receive and that this Honorable Court shall make all such further and different orders and decrees as seem just and proper and to which cross-complainant may be equitably entitled.

  
Solicitor for Respondent and  
Cross-complainant