

2775

Baldwin County Bank, a corporation  
 \_\_\_\_\_  
 Vs.  
W. N. Stuckey and M. B. Cloud Jr.  
 \_\_\_\_\_  
 \_\_\_\_\_

CIRCUIT COURT OF  
Baldwin County.

IN EQUITY

In this cause it being made to appear to the Register that on the 8th  
day of February, ~~194~~ 52, a copy of the Bill of Complaint filed in this cause was  
sent to M. B. Cloud Jr.

Defendant, by registered mail, postage prepaid, marked "For delivery only to the person to whom  
addressed," and return receipt demanded addressed to the Register of this Court; and that on the  
16 day of February, 194 52, such receipt was duly  
received and filed in this cause:

And it further appearing to the Register that the said Defendant has failed to plead, answer  
or demur to the said Bill to the date hereof, it is now, therefore, on motion of Complainant, ordered  
adjudged and decreed by the Register that the said Bill of Complaint be, and it hereby is in all things  
taken as confessed against the said M. B. Cloud Jr.

\_\_\_\_\_ Defendant  
This the 21 day of July, 194 52

Alvin J. ... Register.

No. 2775

CIRCUIT COURT OF BALDWIN  
COUNTY, ALABAMA

In Equity.

Baldwin County Bank,  
a corporation,

Vs.

W. N. Stuckey and  
M. B. Cloud Jr.

DECREE PRO CONFESSO AFTER  
NOTICE BY REGISTERED MAIL

Filed in office this 21<sup>st</sup> day of

July, 1952  
Alice J. Jusk, Register

Entered in O. B. \_\_\_\_\_ Page \_\_\_\_\_

The State of Alabama,  
Baldwin County.

No. "2775 ..... CIRCUIT COURT, IN EQUITY.

Baldwin County Bank, a corporation Complainant.....

Vs.

W.N. Stuckey and M. B. Cloud Jr. .... Defendant.....

Motion is hereby made for a Decree Pro Confesso against M. B. Cloud Jr. ....

Defendant.....

in the above stated cause, on the ground that more than thirty days have elapsed since service of summons upon said Defendant....., and that said summons was duly served by Registered Mail, according to law, and that said Defendant..... has..... failed to demur, plead to or answer the Bill of Complaint in this cause to this date.

This..... 18..... day of ..... July....., 19.52..

....., Solicitor.

**THE STATE OF ALABAMA**  
**Baldwin County**

**CIRCUIT COURT, IN EQUITY**

Baldwin County Bank, a corporation

**Vs.**

W. N. Stuckey and M. B. Cloud

**MOTION FOR DECREE PRO CONFESSO**  
**AFTER NOTICE BY REGISTERED MAIL**

Filed July 18-, 1952

*Alice J. Duck*  
Register.

Recorded in ..... Record,

Vol. .... Page .....

Register.

THE STATE OF ALABAMA  
Baldwin County.

Circuit Court of Baldwin County, Alabama  
(In Equity)

Baldwin County Bank, a corporation Complainant

VS.

W. N. Stuckey and M. B. Cloud Jr. Respondent

I, Evelyn Watts

as ~~Register~~ and Commissioner

have called and caused to come before me Joe Stuckey

witness as named in the Requirement for Oral Examination, on the 27 day of July  
1945, at the office of Hubert M. Hall  
in Bay Minette, Alabama, and having first sworn said Witness to speak the  
truth, the whole truth, and nothing but the truth, the said  
doth depose and say as follows:

My name is Joe Stuckey. I am a son of W. N. Stuckey, one of the respondents in the above styled cause, I work with my father, W. N. Stuckey, and I am fully acquainted with the transaction between him and M. B. Cloud Jr., involving the purchase of the standing, pine and hardwood timber located upon Sections 10, 11 and 14, Township 4 North, Range 3 East, in Monroe County, Alabama, as shown by a contract, a copy of which is attached to the answer of W. N. Stuckey in this cause, filed on March 5, 1952.

I know of my own personal knowledge that all of the terms and conditions contained in the contract herein referred to have been complied with, and that my father, W. N. Stuckey, is the owner of the good faith money, to-wit, \$1000.00 deposited in the Baldwin County Bank, Bay Minette, Alabama, and is now held by the Register of the Circuit Court of Baldwin County, Alabama.

Joe Stuckey

ORAL EXAMINATION.

I, Evelyn Watts, as ~~Register and~~ Commissioner hereby certify that the foregoing deposition on Oral Examination was taken down by me in writing in the words of the witness \_\_\_\_\_ and read over to him and he signed the same in the presence of myself and Hubert M. Hall

at the time and place herein mentioned; that I have personal knowledge of personal identity of said witness \_\_\_\_\_ or had proom made before me of the identity of said witness \_\_\_\_\_; that I am not of counsel or of kin to any of the parties to said cause, or any manner interested in the result thereof

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

Given under my hand and seal, this 22 day of Julye, 194 52

Evelyn Watts (L. S.)

NO. \_\_\_\_\_ PAGE \_\_\_\_\_

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

vs. Complainant

Respondent.

Oral Deposition

Filed July 22, 19452

Register.

Recorded in

Record

Vol. \_\_\_\_\_ Page \_\_\_\_\_

Alvin J. Cook, Register.

COMMISSION TO TAKE DEPOSITIONS

THE STATE OF ALABAMA  
Baldwin County

Circuit Court

TO: Evelyn Watts

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

as witnesses in behalf of Complainant in a cause pending in our  
Circuit Court in Baldwin County, of said State, wherein Baldwin County Bank, a corporation

and W. N. Stuckey and M. B. Cloud Jr., Complainant

Respondent

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

Witness 22 day of July, 1945

W. N. Stuckey  
Register.

Commissioner's Fee, \$ \_\_\_\_\_

Witness' Fees, \$ \_\_\_\_\_

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

**THE STATE OF ALABAMA  
Baldwin County**

**CIRCUIT COURT**

Baldwin County Bank,

a corporation,

Complainant

vs.

W. N. Stuckey and

M. B. Cloud Jr.

Defendant

**COMMISSION TO TAKE DEPOSITION**

COMMISSIONER:

WITNESSES:

*Filed July 22, 1952*

*Alice J. Quade  
Reporter*

*[Faint, mostly illegible text from the reverse side of the document, including what appears to be a deposition transcript or legal notes.]*



STATE OF ALABAMA  
BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summons W. N. STUCKEY and M. B. CLOUD JR., 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 BALDWIN COUNTY BANK, a corporation, as Complainant and against W. N. Stuckey and M. B. Cloud Jr, as Respondents.

WITNESS my hand this the 8<sup>th</sup> day of February, 1952.

Alice J. Neubeck  
Register

BALDWIN COUNTY BANK, A CORPORATION

COMPLAINANT

VS

W. N. STUCKEY AND  
M. B. CLOUD JR.,

RESPONDENTS

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA,

IN EQUITY

NO. 2775

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

Your Complainant, Baldwin County Bank, a corporation, respectfully represents and shows unto your Honor and this Honorable Court as follows:

1.

That your Complainant is a corporation organized and existing under the laws of the State of Alabama with its principal place of business in Bay Minette, Baldwin County, Alabama.

2.

That the Respondent, W. N. Stuckey, is a bona fide resident of Baldwin County, Alabama, and over twenty-one years of age; that the Respondent, M. B. Cloud Jr., is over twenty-one years of age, a non-resident of the State of Alabama, his address being Bolling, Texas.

3.

That on to-wit, August 11, 1950, the Respondent W. N. Stuckey and M. B. Cloud Jr., deposited with the Complainant, to be held in escrow, the sum of ONE THOUSAND (\$1000.00) DOLLARS, to be held by the Complainant to guarantee the performance of a contract made and entered into by and between the Respondents on said date.

4.

That the Complainant has held the said money, to-wit, ONE THOUSAND (\$1000.00) DOLLARS simply as escrow agent or stakeholder; that the Complainant has and claimed no interest in the said money.

5.

That the Respondents W. W. Stuckey and M. B. Cloud Jr., have both made demands upon your Complainant for the payment of said money; that your Complainant is unable to determine to whom said money belongs, and cannot pay it to either party, without the possibility of subjecting itself to liability.

6.

That your Complainant along with the filing of this bill of complaint has paid over to the Register of the court the said money, to-wit, \$1000.00, to be held by said register and paid out in accordance with the decree of this court.

WHEREFORE, the premises considered, your Complainant prays that your Honor will by proper process make the said W. W. Stuckey and M. B. Cloud Jr., party respondents to this bill of complaint, requiring them to plead, answer or demur to the said complaint within the time and under the penalties prescribed by law and the practice of this Honorable Court.

Your Complainant further prays that upon a final hearing hereof your Honor will make and enter a decree discharging your Complainant from any and all liability as to the said money; that your Honor will make and enter a further decree determining to whom said money belongs, and by proper process authorize, direct and empower the Register of this Court to pay said money to the person to whom the court adjudges is rightly entitled thereto;

That your Honor will give and grant unto your Complainant such other, further, different or general relief as it may be entitled in the premises.

BALDWIN COUNTY BANK

BY:

*C. White*

As its President

Received in Sheriff's Office  
this 2 day of Feb, 1952  
TAYLOR WILKINS, Sheriff

2775'

RECORDED

dated 2-20 1952  
by serving copy of within Summons and  
Complaint on

W. N. Stuckey

Taylor Wilkins Sheriff  
H. F. Wolf Deputy Sheriff

Baldwin County Bank

vs.

W. N. Stuckey et al

Summons & Complaint

FILED  
FEB 8 1952

ALICE J. DUCK, Registrar

*Handwritten scribble*

with all the terms and conditions of the said contract, and has made all  
That this Respondent, W. M. Stuckey, has fully and completely complied

6.

by this respondent of the terms and conditions of said contract.  
ONE THOUSAND (\$1000.00) DOLLARS to be held to guarantee the compliance  
with the complaint, The Baldwin County Bank, a corporation, the sum of  
in accordance with the terms and conditions of the said contract deposited  
referred to in paragraph four of this answer this Respondent, W. M. Stuckey,  
That at the time of the execution and delivery of the contract of sale

5.

taken as a part hereof as though herein fully set out.  
of said contract is hereto attached marked Exhibit "A" and asked to be  
timber located upon certain lands in Monroe County, Alabama; that a copy  
Cloud Sr., entered into a contract involving the sale and purchase of the  
W. M. Stuckey, says: That on August 11, 1950, he and the Respondent, M. E.  
and further answering, to the complainant's complaint this respondent,

4.

He admits the allegations contained in paragraph 6.

3.

that the Respondent, M. E. Cloud Sr., has also made demand upon said bank  
the payment of money left in said bank in escrow; that he is also advised  
Respondent, W. M. Stuckey, has made demand upon the Baldwin County Bank for  
He admits the allegations contained in paragraph 5 that this Res-

2.

He admits the allegations contained in paragraphs 1, 2, 3, and 4.

1.

complaint's complaint heretofore filed in the above cause says:  
Now comes the Respondent, W. M. Stuckey, and for answer to the Com-

RESPONDENTS

W. M. STUCKEY AND  
M. E. CLOUD SR.,

AS

COMPLAINANT

BALDWIN COUNTY BANK,  
A CORPORATION,

NO. 2775

IN EQUITY

BALDWIN COUNTY, ALABAMA,

IN THE CIRCUIT COURT OF

That under the said contract and in accordance with the terms and conditions therein he is the owner of the money, to-wit, ONE THOUSAND (\$1000.00) DOLLARS, held by the Register of this court, and is entitled to have the same paid over to him.

WHEREFORE, The premises considered, this Respondent, W. N. Stuckey, prays that such orders and decrees may be made and entered, and such notices issued to the Respondent M. B. Cloud Sr., as may be necessary and proper in the premises; that an order and decree be made and entered, that this Respondent, W. N. Stuckey, is the owner of the money held by the Register of this court and that such orders and decrees may be made and entered as are necessary and proper to authorize, empower, and direct the Register of this court, Mrs. Alice J. Duck, to pay over said money held by her;

This this Respondent, W. N. Stuckey prays for such, other, further, different or general relief as he may be entitled in the premises.

W. N. Stuckey  
J. H. Lee

Solicitor for the Respondent, W. N. Stuckey.

Address of Respondent  
M. B. Cloud  
Boling, Texas

EXHIBIT 'A'

STATE OF ALABAMA

BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS, That I, M. E. CLOUD, Seller, of Boling Texas, for and at the price and subject to the terms and conditions hereinafter set out, sell to W. N. STUCKEY, Buyer, all pine and hardwood timber of the dimensions and specifications hereinafter set out, standing upon the following described lands situated in Monroe County, Alabama, to-wit:

South half of Northeast quarter, West half of Southeast quarter of Section 10; Northwestquarter of Southwest quarter of Section 11; Southeast quarter of Northeast quarter, Northeast quarter of Southeast quarter of Section 14, all in Township 4, North, Range 3 East.

It is understood that the Seller will furnish a representative and the buyer a representative to select and mark the timber, and the buyer shall have the right to cut only such timber as is selected and marked, by representative of Seller.

The Seller will furnish and keep a man available at all times to work with the man selected by the buyer.

The buyer will pay to the Seller for all hardwood cut and removed the sum of EIGHTEEN (\$18.00) DOLLARS per thousand, Doyle scale, and the sum of TWENTY FIVE (\$25.00) DOLLARS per thousand for all pine timber cut and removed, Doyle scale.

The Buyer and the Seller will each furnish a man to scale all timber, such scaling to be done in the woods and after the timber is loaded on the trucks of the buyer.

The buyer will pay to the Seller each Saturday, for all timber cut and removed during the preceding week up to and including Thursday, such payment to be mailed by the Buyer to the Seller at his address at Boling, Texas.

The Buyer shall have and is given the right of ingress and egress to, upon and over the lands of the Seller for the purpose of cutting and removing said timber, and shall have the right to construct and maintain such roads and rights of way as may be necessary.

The Buyer shall be liable only for the timber cut and removed by him.

The Buyer shall have the right to cut the pine timber from said lands first, and then the hardwood, however, this shall not prevent the Buyer at his option from cutting hardwood.

It is understood between the parties and the Buyer is depositing in escrow together with a copy of this contract the sum of ONE THOUSAND (\$1000.00) DOLLARS in the Baldwin County Bank, Bay Minette, Alabama, to guarantee a compliance with the terms and conditions herein; that if the Buyer complies with the terms and conditions herein then the said deposit in the said bank is to be returned to the Buyer.

In the event that any question should arise between the Buyer and the Seller then each shall select one party as arbitrator and said parties so selected shall designate a third party and the decision of the three arbitrator shall be binding upon the buyer and the Seller.

The Buyer contracts, agrees and binds himself to cut and remove from said lands all merchantable timber selected and marked by the representatives of the Seller and buyer suitable for saw logs and measuring ten feet in length and up, and the hardwood twelve inches and up measured eighteen inches from the ground and all pine measuring ten inches and up measured twelve inches from the ground.

The Buyer will begin at the earliest time possible, not later than three weeks weather permitting to cut and remove said timber and will continue to cut and remove said timber until all timber as marked by the Seller and Buyer is cut and removed conditioned that if weather conditions should prevent or hinder the Buyer in cutting and removing such timber, then he shall have such additional time as may be necessary to cut and remove the said timber, such time however not to extend beyond August, 1, 1951.

In the event that the title to the Seller should fail or for any other reason the Buyer, through no fault of his, should be prevented from cutting and removing the said timber and such delay extend beyond the time herein fixed, or such time that the Buyer cannot comply with the terms and conditions herein, and the Buyer having complied with all the terms and conditions herein so far as possible, then the money placed in escrow with the Baldwin County Bank, Bay Minette, Alabama, shall be returned to the Buyer.

The Seller covenants with the Buyer that he is the owner of the property hereby conveyed, in fee simple; that he has a good right to sell and convey the same; that he will warrant and defend the title to said timber against the lawful claims of all persons whomsoever; that he will maintain the buyer in the right to cut and remove the said timber as herein provided.

This contract shall inure to the benefit of and be binding upon the parties hereto, their heirs and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, in triplicate, on this the 11 day of August, 1950.

M. E. CLOUD SR. (SEAL)

W. N. STUCKEY (SEAL)

STATE OF ALABAMA  
BALDWIN COUNTY

I, H. M. HALL, a Notary Public, in and for said County, in said State, hereby certify that M. E. Cloud and W. N. Stuckey, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 11 day of August, 1950.

(SEAL)

H. M. HALL  
Notary Public, Baldwin County, Alabama



Baldwin County Bank, a corporation

vs.

W. N. Stuckey and M. B. Cloud Jr.

THE STATE OF ALABAMA

Baldwin County

IN EQUITY

Circuit Court of Baldwin County

This cause is submitted in behalf of Complaint upon the original Bill of Complaint, decree pro confesso on Registered mail on M. B. Cloud, Jr. and testimony of Joe Stuckey

end in behalf of Defendant upon

*Archie J. Stuckey*

Register.

H.M. HALL, attorney

No. ....

**THE STATE OF ALABAMA**  
**Baldwin County**

**IN EQUITY**  
**Circuit Court of Baldwin County**

Baldwin County Bank,

vs.

W. N. Stuckey, et al

**NOTE OF TESTIMONY**

Filed in Open Court this 22

day of July, 1952

*Alice J. Duster*  
Register.

BALDWIN COUNTY BANK,  
A CORPORATION,  
  
COMPLAINANT  
  
VS  
  
W. N. STUCKEY AND  
M. B. CLOUD JR.,  
  
RESPONDENTS

IN THE CIRCUIT COURT OF  
  
BALDWIN COUNTY, ALABAMA,  
  
IN EQUITY  
  
NO. 2775

This cause coming on to be heard was submitted upon the original bill of complaint filed by the Baldwin County Bank, a corporation, as Complainant vs W. N. Stuckey and M. B. Cloud Jr., as Respondents, returned by the Sheriff showing service on W. N. Stuckey as of February 20, 1952, return receipt showing service by Registered Mail on M. B. Cloud Jr., as of February 13, 1952, card filed February 16, 1952, motion for decree pro confesso against M. B. Cloud Jr., and the decree pro confesso on Registered mail against M. B. Cloud Jr., and the testimony of Joe Stuckey and the court after considering all pleadings and proof in the matter ascertains, determines and finds as follows:

That the Baldwin County Bank in its original complaint alleged that it held the money, to-wit, ONE THOUSAND (\$1000.00) DOLLARS involved merely as a stakeholder and that it claimed no interest therein;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, by the court, that the Baldwin County Bank, a corporation, is forever released and discharged from any duties or responsibilities in this cause;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Respondent M. B. Cloud Jr., has no interest in the said money, which is now held by the Register of this court, to-wit, ONE THOUSAND (\$1000.00) DOLLARS:

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, by the court that the Respondent, W. N. Stuckey, is the owner of the said money held, on deposit by the Register of this court, to-wit, ONE THOUSAND (\$1000.00) DOLLARS, and the said register of this court is hereby authorized, empowered and directed to pay said sum of money, to-wit, ONE THOUSAND (\$1000.00) DOLLARS the amount held by her in the above captioned cause to W. N. Stuckey.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, by the court that the Respondent, W. N. Stuckey, pay the costs herein accrued, for which execution may issue.

Dated at Bay Minette, Baldwin County, Alabama, this the 24<sup>th</sup> day of July, 1952.

Jeffrey J. Marshall  
JUDGE

M

BALDWIN COUNTY BANK,  
A CORPORATION,

COMPLAINANT

VS

W. N. STUCKEY AND  
M. B. CLOUD JR.

2775

FINAL DECREE

FILED  
JUL 22 1952  
ALICE J. DUCK, Register