THE WEST FLORIDA NAVAL STORES COMPANY, a corporation. Complainant. -vs- GATESWOOD NAVAL STORES CO., a corporation, and G. T. Taylor, Defendants.	Number_____ IN THE CIRCUIT COURT STATE OF ALABAMA BALDWIN COUNTY IN EQUITY

Answer of Gateswood Naval Stores Company, a corporation, one of the Defendants in the above styled cause, to the Bill of Complaint therein filed.

This Defendant, reserving to itself all right of exception to the said bill of Complaint, for answer thereto, says;

(1.) Answering the first paragraph of the Bill, the Defendant says, it may be true for anything this defendant knows to the contrary that the said Complainant is authorized to do business in the State of Alabama and that John D. Leigh of Brewton is its resident agent and that it was authorized to do business in the State of Alabama on, to-wit; the 2nd day of February, 1916, but this defendant is an utter stranger to all and every such matters and cannot form any belief concerning the same And this defendant, further answering, says that it has been informed and believes it to be true, that, this defendant is a corporation under the laws of the State of Alabama, with its principal place of business in Baldwin County, Alabama. And further answering this defendant says it does not know that G. F. Taylor is over the age of twenty-one years.

(2.) Answering the second paragraph of the Bill of Complaint, this defendant says that it has been informed and believes it to be true that on the 2nd day of February, 1916, it was engaged in the business of farming, producing and manufacturing naval stores, at or near Gateswood in Baldwin County, Alabama, and that it did become indebted to the Complainant for which it gave to the complainant notes dated February 2d, 1916, as stated in the said second paragraph of the said bill of complaint, but this defendant denies that to secure the said indebtedness it did make or execute to the complainant a mortgage, a copy whereof is made "Exhibit A" to the said Bill of Complaint and that inasmuch as this defendant denies the making of said mortgage, it denies that it is legally obligated by

any of the provisions thereof. Answering further, this defendant says that it has been informed and believes it to be true that it made said notes dated January 6th, 1917. mentioned in the second paragraph of the bill of complaint, but for greater certainty therein craves leave to refer to said notes dated January 6th, 1917, when the same shall be produced. And this defendant, further answering says, that it has been informed and believes it to be true that complainant, from time to time, make advances to this defendant, but it denies that at the time of the filing of the said bill of complaint in this cause there was due or owing by it to the complainant the sum of Twenty Thousand, Eight Hundred and Three and Sixty one-hundredths Dollars ($20,803.60), because this defendant is now informed and believes and alleges that prior to the date of the filing of the said bill of complaint, the complainant had received on account of sales of naval stores delivered to the complainant by it, the proceeds of such sales, the complainant made application of, without the authority of this defendant, to an amount greatly in excess of the balance which the said complainaint, in and by its said bill of complaint alleges to be due and payable by this defendant to it, the said complainant.

(3.) Answering the third paragraph of the bill of complaint, this defendant says that it denies the legal execution by it of "shipping contracts" dated February 2d, 1916, and January 6th, 1917, as shown by "Exhibit 'B'" and "Exhibit 'C'" of the Bill of complaint.

(4.) Answering the fourth paragrapgh of the bill of complaint, the defendant says that it has been informed and believes it to be true that it made and executed to G. F. Taylor, of Colquitt County, State of Georgia, a mortgage deed, a copy of which is attached to the bill of complaint and marked "Exhibit 'D'", and admits that in such mortgage it was agreed, as therein set forth, that it should in nowise affect or impair the mortgage shown by "exhbit 'A'" of the bill of complaint, but this defendant alleges that inasmuch as the said supposed mortgage shown by "Exhibit 'A'" of the bill of complaint was invalid and ineffectual, the said provision shown by "Exhibit 'D'" was ineffectual, and

and moreover this defendant alleges that before the filing of the bill of complaint herein it had fully paid the indebtednees supposed to exist and be covered by the said supposed mortgage shown by "Exhibit 'A'" of the bill of complaint, and this defendant alleges that the said supposed shipping contracts were never recorded and that the said G. F. Taylot never had any knwoledge of the terms thereof.

(5.) Answering the fifth paragrapgh of the bill of complaint, defendant says, that by reasons of the allegations above made, it is not liable to the complainant in respect to the matters of said paragraph.

(6). Answering the sixth paragraph of this bill of complaint this defendant says, that after deducting from its indebtedness to complainant the amount it has paid out of this defendant's money without authority, this defendant is not insolvent and there is no reason for the appointment of a receiver; wherefore this defendant says that the receiver that has been heretofore appointed ought to be discharged.

(7.) Answering the seventh paragraph of the bill of complaint this defendant says that the said complainant had no right to apply for or to secure, without notice or otherwise, the appointment of a receiver to take charge of or administer any of defendants assets.

WHEREFORE, this defendant, the Gateswood Naval Stores Company, prays to be dismissed with its reasonable costs and charges in this behalf sustained.

Gateswood Naval Stores Company

By H. Clay Smith &

John C. Avery &

Stone & Stone.

Solicitors ~~of~~ FOR Gateswood Naval Stores Company...

7½

Amendment to answer
of John A. Carlton.

Filed 2/25/1918
T W Reilemann
Register

RECORDED

STONE & STONE
ATTORNEYS
BAY MINETTE, ALABAMA

WEST FLORIDA NAVAL STORES CO., a corporation, Complainant.	
-vs-	IN THE CIRCUIT COURT-EQUITY SIDE STATE OF ALABAMA. BALDWIN COUNTY
GATESWOOD NAVAL STORES CO., a corporation, G. F. TAYLOR, and JOHN A CARLTON. Defendants.	

By leave of the Court, first had and obtained, the Defendant, John A. Carlton, amends the first paragraph of his answer to Complainant's bill of Complaint in this cause filed, so that the same shall read as follows;

"1. Answering the first paragraph of the bill of complaint this defendant says that it admits complainant is a corporation organized under the laws of the state of Florida, but he denies that that corporation is authorized to do business in the State of Alabama; that John D. Leigh is its resident agent or that the said complainant was authorized to do business in the State of Alabama in the month of February, 1916. And it denies that the said complainant was authorized to do business in the State of Alabama during the year 1917. And this defendant, further answering, says that it is true that the Gateswood Naval Stores Company is a corporation under the laws of the State of Alabama with its principal place of business in Baldwin County, Alabama. And further answering this defendant says that he does not know whether the defendant G. F. Taylor is over the age of twenty-one years.

Stone & Stone

John C. Avery

J. C. Smith

Solicitors for John A. Carlton

Agency Form No. 18.

Know all Men by these Presents:

That the MARYLAND CASUALTY COMPANY, a corporation created by and existing under the laws of the State of Maryland, of the City of Baltimore, Maryland, and authorized by its Charter to transact a general surety business, and qualified to act as surety on bonds to the United States of America, and authorized to act as Surety in the State of ----Florida and Alabama -, in pursuance of the authority set forth in Section 5, Article 4, of the By-Laws of said Company which said section has not been amended nor rescinded, and of which section of said By-Laws the following is a true, full and complete copy:

> "The President, or any of the Vice-Presidents, shall have power by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint any Attorney-in-fact or to authorize any person or persons to execute on behalf of the Company, any bonds, recognizances, stipulations, undertakings, deeds, releases of mortgages, contracts, agreements and policies, and to affix the seal of the Company thereto,"

does hereby nominate, constitute and appoint H.H.Thornton, C.J.Levey, W.A.Blount, A.C. Blount, jr., W.A.Blount, jr., F.B.Carter, E.C.Maxwell, J.e.D.Yonge its Attorneys -in-fact at - - - - - - Pensacola - - - - in the State of - - - - - Florida - - - - to make, execute and deliver on its behalf as Surety, and as its act and deed, subject to the limitations and conditions hereinafter set out, Bonds and Undertakings as follows:

A. In judicial proceedings in any and all courts sitting or held in the State of Florida and Alabama including the United States District Court for the ------------------ Federal Judicial District of Florida & Alabama provided no one bond such as is in this paragraph provided for, shall be in a penalty of more than Thirty Thousand ----------------- Dollars, ($30,000.00) and provided, further that no bond on Appeal, Appearance, Assignees' Bond for the benefit of creditors, Attachment, Bail, Committee, Cost, Cost Bond on Appeal, Condemnation Proceeding, ~~Curator, Conservator~~, Dissolve Attachment, Defendant's Bond in Replevin, Dissolve Injunction, Forthcoming, ~~Guardian~~, Garnishment, Indemnity to Marshall, Sheriff or Constable, Injunction, Land Damage, Libel, Mechanics' Lien, Petitioning Creditors, Refunding, Recognizance, Replevin, Redelivery, Removal, Release Attachment or Garnishment, Stipulation, Supersedeas, and Trustees Bond under Will, shall be issued hereunder where the amount of such bond is in excess of TEN THOUSAND ------------ Dollars, ($10,000.00).

B. Required by the United States Government to be filed with the Internal Revenue Bureau of the Treasury Department for the proper conduct of any tobacco or spirit manufacturing business, including Warehousing Bonds, Transportation Bonds, Transportation for Warehousing, Transportation for Export or Export Bonds, Distillers' Annual Bonds, Tobacco and Cigar Manufacturers' Bonds, and any and all other bonds (except Internal Revenue Officials' Bonds, Fruit Distillers, Oleomargarine, Adulterated and Renovated Butter Manufacturers' Bonds), which may be required either by the Revenue Statutes or the Internal Revenue Bureau of the Treasury Department of the United States; provided, however, no such bond shall be in a penalty of more than ----- ONE HUNDRED THOUSAND -------------------- Dollars, ($100,000.00).

C. Guaranteeing the faithful performance of contracts for the construction of any work or improvement, or for the furnishing of any supplies; Provided, however, no such bond shall ~~guarantee contracts in excess~~ of be in a penalty of more than Fifteen Thousand ------------------------ Dollars, ($15,000.00), nor shall this authority be held to cover the execution of Lenders' or Mortgagees' Bonds, Franchise Bonds, Bonds Guaranteeing Leaseholds, Charter Parties, the Payment of Rentals or Instruments of like nature.

D. Required by and given to and filed with the State of Florida & Alabama or any City, Town or County in said State, pursuant to laws or ordinances regulating the granting of permits for the conducting of any business, etc., meaning to include herein all such instruments commonly known as "permit" or "license" bonds, (except Liquor or Excise Bonds and bonds for keeping of, or hauling of, or handling of explosives); provided, however, no such bond shall exceed in penaly the sum of ----------- Five Thousand - - - - - - - - - - - - - Dollars, ($5,000.00).

E. Required to be filed by State, County or Municipal officials, officers and employees (except Treasurers, Sheriffs, Constables and officers collecting taxes, -) in qualifying for office within the State of - - - - - - Florida and Alabama - - - - - - - - -, the said bonds being conditioned for the faithful discharge of their duties and accounting for and paying over the funds coming into their hands as such officials, officers and employees, or in such terms as is by Statute, Municipal Ordinance or other provisions of law required; provided, however, no such bond shall be in a penalty of more than ---- Twenty Thousand ----- Dollars, ($20,000.00).

Such Bonds and Undertakings for said purposes, shall be as binding upon said Company as fully and to all intents and purposes as if such Bonds and Undertakings had been duly executed and acknowledged and delivered by the regularly elected officers of the Company, when duly executed by either H.H.Thornton or C.J.Levey as Attorney in fact and countersigned by either W.A.Blount, A.C.Blount, jr. W.A.Blount, jr., F.B.Carter E.C.Maxwell or J.E.D.Yonge as Attorney in fact

In Witness Whereof, the MARYLAND CASUALTY COMPANY has caused these presents to be signed by its Vice President, and its Asst- Secretary, and its Corporate Seal to be hereunto affixed, this ---24th----- day of ---- June---- 1913, at the City of Baltimore, Maryland.

MARYLAND CASUALTY COMPANY,

By Jas H Stone Vice *President.*

Attest: Robt Ferguson Asst *Secretary.*

STATE OF MARYLAND }
CITY OF BALTIMORE } SS.

On this -------24th---- day of ----- June ----, A. D. 1913, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came --- James H. Stone, Vice - President, and Robert Ferguson, Asst------ Secretary, of the MARYLAND CASUALTY COMPANY, to me personally known to be the individuals and officers described in, and who executed the preceding instrument, and they each acknowledged the execution of the same and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the Seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

Notary Public.

My commission expires May 6th, 1914

It is further ordered, adjudged and decreed by the Court that the receiver J. A. Vaughn be and he is hereby discharged as receiver in this cause.

This Feb 15th 1926

B. S. McCleary Jr
Special Judge Sitting in Equity

Second Mrs Boxburgh, defendant, without argument at the

Where at our time of regular ... Yaughan, Jr. and the same

Of the court duly given and recorded in the same cause.

Circuit Court of Rockingham County

Filed Feb 18 1924

T. W. Richmond
Register

Entered in the
minutes on
Page 218

G. F. Taylor and John A. Carlton, and that it is further ordered, adjudged and decreed that from the proceeds of the mortgaged property received by the West Florida Naval Stores, the said West Florida Naval Stores Company shall be entitled to a preference and priority of payment over any and all claim and demand of John A. Carlton and G. F. Taylor. It appearing to the Court from reports of the receiver and the receipts and vouchers filed in evidence in this case, that the receiver has paid over to the complainant, West Florida Naval Stores Company the net balance of $2,386.27, resulting from his operation from October 19, 1917, to February 19, 1918, as shown by his report filed in the office of the Register of this Court on February 23, 1918, and has paid to the complainant, the West Florida Naval Stores Company the sum of $2500.00, the proceeds of the sale of the property had on March 4th, 1918, and $326.24 being the proceeds of twenty-three cans of turpentine, shown as remaining in the hands of the receiver unsold from his operation from Oct. 19, 1917, to February 19, 1918. It is therefore ordered, adjudged and decreed that the said payments made by said receiver to complainant are in all things ratified and confirmed and shall be applied in reduction of the principal herein declared to be due at the date of the filing of this bill of complaint. After applying said payment there remains a balance due under said mortgage by the said Gateswood Naval Stores Company to said West Florida Naval Stores Company the sum of $25984.33 which includes interest to this date

All of the mortgage assets having been exhausted and applied upon the indebtedness due by the respondent, Gateswood Naval Stores Company to complainant, which amount received and applied were from the receivers operation, left a balance due on the said mortgage to complainant from the Gateswood Naval Stores Company of $25984.33 as hereinabove set forth.

It is therefore ordered, adjudged and decreed by the Court that Complainant, West Florida Naval Stores Company do have and recover of the Gateswood Naval Stores Company the sum of $25984.33/100 and the costs of this proceeding for which let

West Florida Naval Stores, Company,	)	In the Circuit Court of
vs.	)	Baldwin County, Alabama,
Gateswood Naval Stores Co.,	)	Sitting in Equity.
G. F. Taylor and John A. Carlton.	)	

This cause coming on to be heard was submitted for final decree upon the pleadings and proof as noted by the Register and upon consideration of said cause by the Court and the proof introduced in support thereof. It is ordered, adjudged and decreed by the Court that the complainant is entitled to the relief prayed for. It is further ordered, adjudged and decreed by the Court that the mortgage made and executed by the Gateswood Naval Stores Company on February 2nd, 1916, a copy of which is attached to the original bill in this cause and marked Exhibit "A", is a valid and subsisting mortgage, and is a lien on all the property of the West Florida Naval Stores Company as set forth and described in said mortgage, and is a superior and valid lien in all respects to all the right, title, lien, interest or claim of demand of John A. Carlton and G. F. Taylor, and that said mortgage is subject to be foreclosed by the orders of this Court.

The amount which is due complainant by the Gateswood Naval Stores Company under said mortgage, a copy of which is marked Exhibit "A" to the original bill in this case being easy to ascertain a reference to ascertain such amount being unnecessary, the Court now proceeds to ascertain said amount due under said mortgage. It is therefore ordered, adjudged and decreed by the Court and the Court ascertains and finds that the amount due under the mortgage under date of February 2nd, 1916, and executed by the Gateswood Naval Stores Company, and payable to the West Florida Naval Stores Company, a copy of which is attached to the original bill marked Exhibit "A", at the time of the filing of the bill in this cause was the sum of $20.803 60, and such sum is entitled to a preference and as priority to payment over any and all claims of demand of

ANSWER
of
JOHN A. CARLTON.

West Florida Naval Stores Co.,
a corporation,
Complainant.

-vs-

Gateswood Naval Stores Co., inc.
G. F. Taylor and John A. Carlton,
Defendants.

CIRCUIT COURT,
STATE OF ALABAMA.
BALDWIN COUNTY.

-----IN EQUITY-----

Filed in this office this

_____

_____ Clerk.

RECORDED

STONE & STONE
ATTORNEYS
BAY MINETTE, ALABAMA

alleges, that after the execution of the said mortgage of the defendant, Gateswood Naval Stores Company, to the defendant, G. F. Taylor, as shown by a copy thereof as Exhibit "D" of the Bill of Complaint, the said G. F. Taylor assigned the said mortgage for a full, complete and valuable consideration to this defendant, whereby this defendant, under the said mortgage, became vested with all of the rights of the said G. F. Taylor, and has ever since so remained, and this defendant further shows that he is entitled, ~~to~~, in this proceeding, to an accounting between the complainant and the defendant, Gateswood Naval Stores Company and between this defendant and the said other defendants and the complainant so that the amount to which this defendant is entitled under the terms of said mortgage may be fully ascertained and that he, by the decree of this Honorable Court, in this cause, obtain a decree of foreclosure of his said mortgage and have the mortgaged property sold in such manner as required by law, and if prior to the rendition of such decree the said mortgaged property shall have been disposed of by a receiver of this Court, appointed in this cause, the proceeds of such disposition, to the extent that the same may be necessary, be applied to the satisfaction and payment of the amount of the indebtedness found upon an accounting to be due and payable to this defendant by the defendant, Gateswood Naval Stores Company; and that this Honorable Court may decree that the said supposed mortgage shown by the exhbit "A" of the bill of complaint be, as against this defendant, declared and decreed null and void and ineffectual as against this defendant, and that this defendant may have such other and further relief as he may be entitled to under the circumstances of the case, which, under the laws of the State of Alabama and the rules of this Honorable Court may be awarded upon this answer to the bill of Complaint.

John A. Carlton

By J. Clay Smith

John C. Avery

Stone & Stone

Solicitors for John A. Carlton.

4. Answering the fourth paragraph of the bill of complaint this defendant says, that he admits that it is true that the defendant, Gateswood Naval Stores Company, made, executed and delivered to the defendant, G. F. Taylor, of Colquitt County, State of Georgia, a mortgage, a copy of which is attached to the bill of complaint as Exhibit "D", and he admits that the terms of said mortgage were as stated in the fourth paragraph of the bill of complaint, but this defendant is advised and alleges that inasmuch as the said supposed mortgage, shown by Exhbit "A" of the bill of complaint, was invalid and ineffectual the said provisions of said mortgage shown by Exhbit "D" were ineffectual, and moreover this defendant alleges that before the filing of the bill of complaint herein, the defendant, Gateswood Naval Stores Company, had fully paid all indebtedness supposed to exist and be covered by the said supposed mortgage as shown by Exhbit "A" of the bill of complaint, and this defendant alleges that the said supposed shipping contract mentioned in the fourth paragraph of the bill of complaint were never recorded and that the said G. F. Taylor nor John A Carlton never had any knowledge of the terms thereof.

5. Answering the fifth paragraph of the bill of complaint this defendant says , that by reason of the allegations above made the said defendant, Gateswood Naval Stores Company is not liable to complainant in respect to the matter of the said paragraph.

6. Answering the sixth paragraph of the bill of complaint this defendant sats, that after deducting from the indebtedness of the said Gateswood Naval Stores Company to the complainant the amount which it has paid out of the moneys of the defendant, Gateswood Naval Stores Company, without its authority, that company is not insolvent and there was no occasion for the appointment of a receiver and this defendant says that the receiver heretofore appointed ought to be discharged.

7. Answering the seventh paragraph of the bill of complaint this defendant says that the complainant had no right to apply for or secure, without notice, or otherwise, the appointment of a receiver to take charge of or administer any of the assets of the defendant, Gateswood Naval Stores Company.

8. And this defendant, further answering, shows to the court and

cannot admit or deny, but demands strict proff of whether the defendant Gateswood Naval Stores Company became indebted to the complainant or gave notes as in the second paragrapgh of the bill of complaint alleged; but this defendant denies, upon infomration and belief, that to secure the alleged indebtednessthe defendant, Gateswood Naval Stores Company did make or execute to the complainant a mortgage, a copy whereof is made Exhbit "A" of the Bill of Complaint, and that inasmuch as this defendant, upon information and belief, denies the making of the said mortgage, he denies that the defendant Gateswood Naval Stores Company is legally obligated by any of the provisions thereof; that this defendant does not know, and is therefore unable to admit or deny, but demands strict proof of making of notes dated January 6th, 1917, mentioned in the second paragraph of the bill of complaint; that this defendant is informed and believes that the complainant did, from time to time, make advances to the defendant, Gateswood Naval Stores Company, but he denies, upon information and belief, that at the time of the filing of the said bill of complaint that there was due or owing by the said Gateswood Naval Stores Company to the complainant the sum of Twenty Thousand, Eight Hundred and Three and Sixty one hundredths Dollars ($20,803.60), because this defendant is informed and believes, and upon information and belief alleges, that prior to the date of filing of the bill of complaint the said complainant had received from the said Gateswood Naval Stores Company naval stores delivered by it to the complainant, the proceeds of which the complainant made application of without the authority of the Gateswood Naval Stores Company to an amount greatly in excess of the balance which the said complainant, in and by its said bill of complaint, alleges to be due and payable to it by the said defendant, Gateswood Naval Stores Company.

3. Answering the third paragraph of the bill of complaint this defendant says, that he is fnformed and believes, and upon infomration and belief alleges that it is not true that the Gateswood Naval Stores Company legally executed shipping contract dated February 2nd, 1916 and January 6th, 1917 as shown by Exhibits "B" and "C" of the bill of Complaint.

WEST FLORIDA NAVAL STORES CO., a corporation. Complainant. -vs- GATESWOOD NAVAL STORES CO., a corporation, G. F. Taylor and John A. Carlton, Defendants.	IN THE CIRCUIT COURT STATE OF ALABAMA. BALDWIN COUNTY. -IN EQUITY-

The answer of John A. Carlton, one of the Defendants in the above styled cause, who, by leave and order of the Court has become and is a party defendant in the said cause;

1. Answering the first paragraph of the bill of complaint, the defendant says; that it may be true for anything this defendant knows to the contrary that the said complainant is a corporation organized under the laws of the State of Florida and is authorized to do business in the state of Alabama; that John D. Leigh of Brewton is its resident agent; that it is authorized to do business in the State of Alabama and has been since February 2nd, 1916, but this defendant is an utter stranger to all and every such matters and cannot form any belief concerning the same. And this defendant further answering, says that he has been informed and believes to be true that the Gateswood Naval Stores Company is a corporation under the laws of the State of Alabama, with its principal place of business in Baldwin County, Alabama, also, that G. F. Taylor is over the age of twenty-one (21) years.

2. Answering the second paragraph of the bill of complaint this defendant says that he has been informed and believes to be true that on the 2nd day of February, 1916, the Gateswood Naval Stores Company was engaged in the business of farming, producing and manufacturing naval stores at or near Gateswood in Baldwin County, Alabama. Answering further, this defendant says that he does not know, and therefore

FILED FOR RECORD AT 8:00 O'CLOCK

V.

R. HOOD WILLIAMS, STONE

AND WIFE, ELLA MAE STONE

TO GEORGE H.

WILLIAMS, JR.

AND WIFE, MARY ELIZABETH STONE

ENTERED ON THE 18th

DAY OF Dec.

1969

RECORDED

STONE & STONE

ATTORNEYS

BAY MINETTE, ALABAMA

MORTGAGE DEED. Drew's Form R. E. 6. Printed and for sale by The H. & W. B. Drew Company Jacksonville, Florida

This Mortgage Deed, *Executed the* 29th *day of* May *A. D. 1916 by* Lakewood Naval Stores Company of Baldwin Co Ala a Corporation organized and doing business under the laws of Alabama *hereinafter called the Mortgagor*, *to* G. F. Taylor *of* Colquitt County Georgia *hereinafter called the Mortgagee*,

WITNESSETH, That for divers good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the said Mortgagor, do *grant, bargain, sell, alien, remise, release, convey and confirm unto the said Mortgagee*, his *heirs and assigns, in fee simple, all the certain tract of land, of which the said Mortgagor*, are *now seized and possessed, and in actual possession, situate in* Baldwin County *County, State of* ~~Florida~~ Alabama, *described as follows:*

~~About 10000 acres of land~~

Lease dated December 15, 1911 made by J. D. Russ & J. J. McDaniel to J. C. Howell Jr covering about 10000 acres of land said lease being recorded in the Record of Baldwin County Alabama February 12, 1912 in book 18 R S page 689; also 2 stills and fixtures

Also 5 head of Mules and 4 head of horses and 3 wagons together with all harness &c.

Also all dip barrels pumps, tools &c, and dwelling houses, shanties and other buildings and generally all articles belonging to said stills or naval stores business

Also 28 Crops Caps

STATE OF ALABAMA, } I, H. H. Smith, Judge of
BALDWIN County. } Probate for said county, hereby certify that the following
privilege tax has been paid on the within instrument as required by Acts 1982 & 1983, viz: $ 31.00

Judge of Probate

Circuit Clerk

Mortgage Deed.

Drew's Form R. E. 6.

Mahsanna Mortgage Co

To

G. J. Taylor

Date

Abstract of Description.

Filed for record on the

day of, 19, and

recorded in Mortgage Book, Page

public records of

County, Florida.

Clerk, Circuit Court.

The Henry B. Drew Company, Jacksonville, Fla. 6-24-53

THE STATE OF ALABAMA, } Office of the Judge of
BALDWIN COUNTY. } Probate Court

I, H. H. SMITH, Judge of said Court in and said County, do hereby certify that the within instrument was filed in this office for record on the 31st day of May 1926 at 7 o'clock, and I further certify that same is duly recorded in Record Book No. 70 Page 62 duly examined and compared.

Witness my hand this 31st day of May 1926

H. H. Smith Judge of Probate

By J. Stuebler Clerk

For value received, I Hereby transfer all my right, title and interest in the within note and mortgage to John A. Carlton, without recourse on me

G. J. Taylor

Filed & Entered 6.1.26

State of
County of } Baldwin

I, an officer authorized to take acknowledgments of deeds according to the laws of the State of Florida, duly qualified and acting, HEREBY CERTIFY that Mahsanna Mortgage and Exchange Co. Baldwin County Abstract & Title Co. of Alabama Inc. to me personally known, this day acknowledged before me that they executed the foregoing mortgage, and I FURTHER CERTIFY that I know the said person, making said acknowledgment to be the individual described in and who executed the said mortgage. AND I FURTHER CERTIFY that said is known to me to be the wife of said and that she this day acknowledged to and before me, separately and apart from her husband, that she executed the said mortgage deed for the purpose of renouncing and relinquishing her dower and right of dower and separate estate in and to the lands therein described, and that she executed the same freely and voluntarily and without compulsion, constraint, apprehension or fear of or from her said husband.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at Mobile said County and State, this 24th day of May A. D. 1926

Notary Public

My Commission Expires [illegible]

Carlton. Did you sign said transfer? Examine the note hereto attached, dated May 29th, 1916, purporting to be a note payable to your order made by the Gateswood Naval Stores Company and state whether this note was ever delivered to you. Was the mortgage hereto attached given you by the Gateswood Naval Stores Company to secure this note? Is this note the one described therein? Examine the back of the note and then state whther you signed the transfer on the back of this note to John A. Carlton? Did you transfer to John A. Carlton your interest in this note and mortgage? Was your transfer of your interest in this note and mortgage to John A. Carlton made for a valuable consideration.

To above interrogatories are to be propounded to J. C. Howell, Jr., who resides at Moultrie, Georgia; to Elkin G. Taylor, who resides at Moultrie, Georgia and to G. F. Taylor who resides at Moultrie, Georgia, all of whom are material witnesses for the respondents in the above cause.

W. F. Way of Moultrie, Georgia is suggested as a competent and suitable person to propound the above interrogatories.

Stone & Stone
by Frank H. Stone
for respondents.

STATE OF ALABAMA.

BALDWIN COUNTY.

Before me, T. W. Richerson, Clerk of the Circuit Court in and for said County and State, personally appeared ~~Norborne G. Stone~~ Frank H. Stone of the firm of Stone & Stone, Counsel for the Respondents, in the above styled Cause, and who, after being by me first duly sworn deposes and says under oath, that the above witnesses, J. C. Howell, Jr. Elkin G. Taylor and G. F. Taylor are material witnesses for the respondent in the above cause and that they reside without the State of Alabama.

Frank H. Stone

Sworn to and subscribed before me this 17th day of July, 1918.

T. W. Richerson
Clerk of Circuit Court.

WEST FLORIDA NAVAL STORES COMPANY, a corporation, Complainant. -vs- GATESWOOD NAVAL STORES COMPANY, a corporation, et al. Respondent.	IN THE CIRCUIT COURT-IN EQUITY STATE OF ALABAMA- BALDWIN COUNTY

Interrogatories to be propounded to J. C. Howell, Jr., Elkin G. Taylor and G. F. Taylor, all of Moultrie, County of Colquitt, State of Georgia, all of whom are material witnesses for the Respondents in the above entitled cause:

TO BE ANSWERED BY J. C. HOWELL, JR.:

First.

State your name, age and residence.

Second.

Were you connected with in any way, or did you hold any office with Gateswood Naval Stores Company on or about May 29th, 1916? Was this company a corporation or a partnership? What office did you hold in this Company? If you answer that you were an officer of this company and that it was a corporation, please attach to your answers to these interrogatories a certified copy of, or the original Charter to this corporation.

Third.

Please examine the attached instrument, purporting to be a mortgage, and answer if you signed and executed the same in behalf of and as an officer of the Gateswood Naval Stores Company, a corporation; on the day the same bears date? Were you at that time president of the Gateswood Naval Stores Company, a corporation? Did you sign it as President with full authority from the Gateswood Naval Stores Company; a corporation? How was such authority given to you? Was it by resolution of its stockholders? If so, attach a copy of the said resolution or the original resolution itself.

Who witnessed said instrument? Did anyone else besides yourself sign said mortgage in behalf of and as officers of the Gateswood Naval Stores Company, a corporation? if they did, who did, and what position

did he occupy with said Company? Was this done in your presence? At what time?

Fourth.

Were you acquainted with the contents of said instrument before signing the same? To whom was this mortgage delivered?

Fifth.

Did you sign the enclosed note attached hereto, dated May 29, 1916 for the sum of Twenty Thousand, six hundred and ninety four and 50/100 dollars ($20,694.50), payable to G. F. Taylor? In whose behalf or for what corporation did you sign the said note? Is it the same nate as is described in said mortgage? Did anyone else sign said note? Did the signers of this note sign as individuals or as officers for and as the act of the Gateswood Naval Stores Company? Was this note secured by a mortgage, if so, was it the mortgage that is hereto attached? Who were the witnesses to the signature of yourself as President and of Elkins G. Taylor as Sect. and Treas., of Gateswood Naval Stores Company? Did you and Elkin G. Taylor sign said note and mortgage in the presence of the witnesses? Where do the witnesses now live?

.....

TO BE ANSWERED BY ELKIN G. TAYLOR;

First.

State your name, age and residence. Were you connected with the Gateswood Naval Stores Company on or about May 29th, 1916? If so, in what capacity?

Second.

Examine the instrument hereto attached purporting to be a mortgage from Gateswood Naval Stores Company to G. F. Taylor and state whether you signed and executed the same? Did you sign it individually or as an officer of Gateswood Naval Stores Company? If you state that you signed the same as an officer of said Gateswood Naval Stores Company state what officer you were in said company. Who witnessed your signature to this instrument? Where are these witnesses now? Was this mortgage signed and executed on the day the same bears date?

Third.

Did you have authority from the Gateswood Naval Stores Comp-

any to sign and execute said mortgage? By what authority, if by a resolution of the stockholders, please attach said resolution or a copy of the same duly certified to by the officers of said Company.

Fourth.

Was the Gateswood Naval Stores Company a partnership or a corporation at that time (May 29th, 1916)?

Fifth.

Who were the witnesses to your signature to said instrument? Where are they now? When did you sign said mortgage? To whom was this mortgage delivered after signing and execution?

Sixth.

Did you also sign a certain note on that day? Is the note hereto attached, in the sum of Twenty thousand, six hundred and ninety-four and 50/100 dollars, due August 1st, 1917, and payable to G. F. Taylor the note that you signed on that day? Was this note signed by you individually or as an officer of the Gateswood Naval Stores Company? If you state that you signed as an officer, was you authorized to so sign as the officer of and for the act of the Gateswood Naval Stores Company? How was this authority given? Did J. C. Howell, Jr. also sign this note? Did he sign the same in your presence and as the President of the Gateswood Naval Stores Company? Was this note secured by a mortgage? Was that mortgage the one attached hereto? Is this the note described in the mortgage hereto attached?

.....

TO BE ANSWERED BY G. F. TAYLOR:-

First.

State your name, age and residence. Please examine the instrument hereto attached purporting to be a mortgage by Gateswood Naval Stores Company to G. F. Taylor and state if this Mortgage was ever given you by the Gateswood Naval Stores Company. Was it ever delivered to you?

Second.

Examine the transfer on the back of this instrument, Dated August 3rd, 1916, and state whether or not you made said transfer to John A.

8602 DECREE PRO CONFESSO AFTER NOTICE BY REGISTERED MAIL. FOR SALE BY GEO. D. BARNARD & CO., ST. LOUIS.

West Florida Naval Stores Co. a Corporation
vs.
Gulfwood Naval Naval Stores Co. and G F Taylor

CIRCUIT COURT OF Baldwin COUNTY.

IN EQUITY.

In this cause it being made to appear to the Register that on the 10th day of Oct 1917, a copy of the Bill of Complaint filed in this cause was sent to G F Taylor

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 30th day of Oct 1917, 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 Gulfwood Naval Stores Co. a Corporation and G F Taylor Defendant.

This the 13 day of May 1918

T W Richerson
Register.

Acts 1915, Page 604.

17th

No. 53

CIRCUIT COURT OF

Baldwin COUNTY,

IN EQUITY.

West Florida
Naval Stores Co

vs.

Gatewood Naval
Stores Co & G F Taylor

DECREE PRO CONFESSO AFTER
NOTICE BY REGISTERED MAIL.

Filed in office this 18 day of
May 1918
T M Simmons
Register.

Entered in O. B. ..... Page .....

RECORDED

11a

Filed 2/23/18
T. W. Reeves
Register

RECORDED

LANE & LANE
Attorneys
GREENVILLE, ALA.

THE STATE OF ALABAMA,
BUTLER COUNTY.

Before me, O. A. Sans, a Notary Public in and for said County and State, personally appeared J. A. Vaughan, who, being by me duly sworn, on oath says that the facts and statements contained in the foregoing report as Receiver, are true as therein stated; that the same, together with the Exhibits thereto, shows a full and complete statement of all completed sales made by him, the date of each sale, the parties to whom made and the price received therefor, and a full and correct statement of all expenses paid out by him in the care, handling and sale of the property named in said Exhibit A.

J. A. Vaughan

Subscribed and sworn to before me, on this, the 22nd day of February, 1918.

O. A. Sans
Notary Public

Feb. 2, 1918.		10 Sacks oats for feed, ...	$52.50
" 8,	"	5 " " " "	26.25
" 15,	"	3100# feed, ...	89.25
" 15,	"	Freight on feed to Gateswood Junction, ...	14.50

29 93 57

STATEMENT OF OPERATIONS OF J. A. VAUGHAN, RECEIVER,

GATESWOOD NAVAL STORES COMPANY,

OCTOBER 19, 1917 to FEBRUARY 19, 1918.

		Debit
Oct. 27, 1917.	Pay roll for Gateswood Naval Stores Co. for two weeks ending October 20th, ...	$196.42
" 27, "	Pay roll for week ending October 27th, ...	244.44
Nov. 3, "	5 Gallons cylinder oil, ...	2.65
" 3, "	Pay roll for week ending November 3rd, ...	248.92
" 10, "	Pay roll for week ending November 10th, ...	284.65
" 16, "	Axle Grease, ...	1.13
" 16, "	Collar pads, ...	2.25
" 16, "	1 Bale of Cotton Batting, ...	20.88
" 16, "	1 Gallon cyliner oil, ...	.53
" 17, "	Pay roll for week ending November 17th, ...	242.00
" 24, "	Pay roll for week ending November 24th, ...	250.84
" 27, "	8 Sacks Feed, ...	21.00
" 30, "	5 Gallons Oil, ...	.70
" 30, "	3200# Feed, ...	88.00
Dec. 1, "	Pay roll for week ending December 1st, ...	240.11
" 6, "	2,000# Feed, ...	52.50
" 6, "	Freight to Gateswood Junction, ...	6.84
" 8, "	Pay roll for week ending December 8th, ...	164.50
" 14, "	2,000# Feed, ...	54.00
" 15, "	Pay roll for week ending December 15th, ...	92.90
" 22, "	Pay roll for week ending December 22nd, ...	74.45
" 27, "	3,000# Feed, ...	81.00
" 31, "	Hauling barrels, G.F.&A. and Transfer Co...	11.38
Jan. 11, 1918.	3,100# Feed, ...	89.81
" 12, "	Pay roll for 3 weeks ending Jan. 12th, ...	206.55
" 15, "	Pensacola Naval Stores Storage Co., ...	8.82
" 15, "	Repair for wagons, ...	7.75
" 26, "	Pay roll for 2 weeks ending Jan. 26th, ...	106.05

Exhibit 8-

Exhibit C -

STATEMENT OF J. A. VAUGHAN, RECEIVER,

GATESWOOD NAVAL STORES COMPANY

OCTOBER 19, 1917 to FEBRUARY 19, 1918.

		Sold to	Credits
Nov. 11, 1917	101 barrels rosin, ...	Busch & Jolles	$976.32
" 13, "	60 " "	Columbia N/S Co.	572.64
" 15, "	61 " "	Busch & Jolles	578.24
Dec. 1, 1917.	4 " spirits, ...	Columbia N/S Co.	74.68
" 1, "	52 " rosin, ...	" "	507.32
" 3, "	53 " " , ...	Isaac Winkler & Bro.	510.01
" 14, "	37 " spirits, ...	Columbia N/S Co.	610.56
" 17, "	5 " "	" "	85.48
" 19, "	11 " "	Antwerp N/S Co.	185.53
" 27, "	46 " rosin, ...	" "	440.56
" 29, "	1 car Batting & Strainer Dross, ...	A. E. Turner & Co.	135.39
Jan. 10, 1918.	9 barrels spirits, ...	Antwerp N/S Co.	134.70
Feb. 19, "	59 " rosin, ...	Taylor-Lowenstein	558.41
		Total Credits	$5,369.84
		Less Debits, ...	2,983.57
		Credit Balance on hand.	$2,386.27

(I have on hand unsold 23 barrels of spirits)

There will also be a few debits and credits to add to my accounts as herein submitted - bills not rendered and amounts not adjusted.

West Florida Naval Stores Company, a Corporation, vs. Gatewood Naval StoresCompany, a Corporation, et al.	IN CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, IN EQUITY.

To the Honorable A. E. Gamble, Judge of the Second Judicial Circuit of the State of Alabama, Sitting in Equity:

The undersigned J. A. Vaughan, the Receiver heretofore appointed by the Court in the above stated cause, and who was ordered and directed by decree made and entered in the cause on the 16th day of February, 1918, to report all sales made by him of the products and properties in his hands as such Receiver, under a former decree of the Court, showing date of each sale, the party or parties to whom made and the price received, begs leave to report as follows: He attaches hereto a full statement of each and every sale made by him, showing the date of each sale, the party or parties to whom sold, and the price received by him, and marks the same Exhibit A and makes said statement a part of this report. The undersigned, as such Receiver, was also directed and ordered by said decree in the cause, of date the 16th day of February, 1918, to make report of all expenses incurred and paid out by him in the care of, handling and sale of said products and properties, and pursuant to such order and direction, he attaches hereto a full statement of all expenses paid out by him, marks the same Exhibit B and makes the same a part of this report.

He further reports that there remains in his hands unsold 23 barrels of spirits, which he has been unable to get a fair market price for.

All of which is respectfully submitted.

J A Vaughan

R E C E I V E R

First Ala Naval
Store Co

to

Lehman & Naval
Store Co
Bill to Quiet
Title

Filed in
Fee & Tax Book
J. W. Pearson
Probate Judge

RECORDED

POWELL & HAMILTON
Lith. Attorneys
GREENVILLE, ALABAMA

GOLDCRAFT & STACONVILLE

THE STATE OF ALABAMA,)
BUTLER COUNTY.)

Personally appeared before me, Mary Fulford, a Notary Public in and for said State and County, J. A. Vaughan, who being by me first duly sworn, on oath doth say that the facts set forth in the foregoing petition are true as therein stated.

Subscribed and sworn to before me, this the 9th day of February 1918.

J A Vaughan

Mary Fulford
Notary Public.

of time, they will deteriorate in value, and a large portion of said cups will be wholly lost and the other property mentioned and described, not being in use, will deteriorate in value and be damaged.

THE PREMISES CONSIDERED, your petitiomer prays:

First; That your Honor will set a day for the hearing of this petition, and that notice of the same be given the parties in interest.

Second; That upon the hearing of said petition, your Honor will render and enter a decree authorizing, directing and ordering your petitioner, as such Receiver, to sell said property in such manner as may seem just and right to your Honor, and your petitioner prays for such other, further and general relief as, in the premises, your Honor may think right and proper.

HAMILTON & LEIGH,
Solicitors for J. A. Vaughan.

possession of was the following:

Two 25-barrel turpentine still and fixtures;

A one year turpentine lease on 160 acres of land belonging to one A. A. Fleming in Baldwin County, Ala;

4 mules;

4 horses;

Two Two-horse wagons;

One three-horse wagon;

Three double sets of harness;

One road cart and harness;

One boiler pump and piping;

Two tons of loose hay;

One set of cooper tools;

About 150 dip barrels;

Five bridles and saddles;

One hay rack and mower;

One bed stead;

One Dresser,

One wash-stand;

One lot of cups known as turpentine cups, estimated to be about 230,000;

F O U R T H.

Petitioner further alleges that the leases under which the turpentine business of the Gateswood Naval Stores Company has been operating have expired and it will become necessary for your petitioner to remove said property from the premises upon which the same is situated at a great cost and expense; that to retain possession of said property by your petitioner until the termination of this suit will be expensive to keep the same, and said property will deteriorate in value in this: That it will be necessary to purchase food for the said mules and horses, and that the said food is of a very high price, and the turpentine cups are made of tin, and if the same are kept for any lenghh

WEST FLORIDA NAVAL STORES COMPANY, a Corporation,	)	IN THE CIRCUIT COURT OF
V.	)	BALDWIN COUNTY, ALABAMA.
GATESWOOD NAVAL STORES COMPANY, a Corporation, G. F. TAYLOR AND JOHN A. CARLTON,	)	IN EQUITY.

To the Honorable A. E. Gamble, Judge of the Second Judicial Circuit of the State of Alabama, sitting in Equity:

Your petitioner, J. A. Vaughan, most respectfully represents unto your Honor:

F I R S T.

That he was, by this Honorable Court, appointed Receiver in the above stated cause, and that after being so appointed, he made and executed bond as required by this Court, as such receiver, and has been acting and is now acting as such Receiver under said appointment.

S E C O N D.

That upon the making and executing of the bond as required by said Court he took into his possession the property of the Gateswood Naval Stores Company, which property was mentioned, described and conveyed by that said mortgage of the Gateswood Naval Stores Company to the West Florida Naval Stores company, a copy of which mortgage is attached to the original bill in this cause and marked Exhibit " A ", and as such receiver has held said property, and now has possession of the same, except the crude and manufactured turpentine, spirits of turpentine and crude turpentine which was in the boxes at the time of the appointment of your petitioner as receiver, which products this receiver has sold under the orders and directions of this Court.

T H I R D.

That among the property which your petitioner took

12 Ex

Filed 3/6 1918
T L Kiernan
Register

RECORDED

LANE & LANE
Attorneys
GREENVILLE, ALA.

undersigned the full purchase price of Twenty-five Hundred Dollars for said property at said sale.

The undersigned begs leave to further report unto Your Honor that in his judgment said property brought a fair price and that the sale should be confirmed; that until a confirmation of the sale the property will remain in his hands at considerable expense, and he therefore recommends that this report of sale be acted upon as promptly as practicable.

All of which is respectfully submitted.

66 J A Vaughan

RECEIVER

WEST FLORIDA NAVAL STORES COMPANY, A CORPORATION,	IN THE CIRCUIT COURT OF
Vs.	BALDWIN COUNTY, ALABAMA.
GATESWOOD NAVAL STORES COMPANY, A Corporation, G. F. TAYLOR AND John A. CARLTON.	IN EQUITY.

To The Honorable A. E. Gamble, Judge of the Circuit Court of the Second Judicial Circuit of the State of Alabama, sitting in Equity at Bay Minette, Alabama:

The undersigned J. A. Vaughan, the Receiver heretofore appointed by the Court in said cause, begs leave to report that pursuant to, and in strict compliance with the directions contained in the decree and order of sale of the property in his hands mentioned in the decree, dated the 16th day of February, 1918, he proceeded to sell said property at public outcry on the premises where the same was located, to the highest bidder for cash, on the 4th day of March, 1918, after having first given notice by publication and by notice served upon the solicitors of the parties to the suit, and at said sale R. F. Mitchell became the purchaser of all of said property at and for the sum of Twenty-five Hundred Dollars. The undersigned first offered said property for sale in lots or parcels with the reservation of offering the same in bulk, and announcing at the sale that the bid would be accepted for the highest price offered for said property whether in parcels or in bulk. He first offered said property for sale in parcels or lots and that the bids therefor aggregated the sum of $1961.00; that he then offered all of said property in bulk and that the bid of said Mitchell was $2500.00, he being the highest, last and best bidder ~~for~~ therefor, and said property was sold to him at said price. He further reports that said sale was fairly conducted and concluded, and that said R. F. Mitchell has paid to the

CIRCUIT COURT, BALDWIN COUNTY, ALA., IN EQUITY.

No. West Fla Naval Stores — PLAINTIFF

vs.

Gateswood Naval Stores et al. — DEFENDANT

Bill of Costs

FEES OF REGISTER		Dollars	Cts.
Filing each bill and other papers 13	$ 10	4	40
Issuing each subpoena	50	1	50
Issuing each copy thereof	40	1	20
Entering each return thereof	15		45
For each order of publication	1 00		
Issuing writ of injunction	1 50		
For each copy thereof	50		
Entering each return thereof	15		
Issuing writ of attachment	1 00		
Entering each return thereof	15		
Docketing each case	1 00	1	00
Entering each appearance	25		25
Issuing each decree pro confesso on ~~not sworn~~	1 00		
Issuing each decree pro confesso on publication	1 00	1	00
Each order appointing guardian	1 00		
Any other order by Register	50		
Issuing commission to take testimony	50		
Receiving and filing	10		
Endorsing each package	10		
Entering order submitting cause	50		50
Entering any other order of court	25		
Noting all testimony	50		50
Abstract of cause, etc.	1 00		
Entering each decree	75	3	25
For every 100 words over 500	15		
Taking account, etc.	3 00		
Taking testimony, etc.	15		
Each report, 500 words or less	2 50		
For every 100 words over 500	15		
Amount claimed less than $500, etc.	2 00		
Issuing each subpoena	25		
Witness certificate, each	25		
Issuing execution, each	75		
Entering each return	15		
Taking and approving bond, each	1 00	2	00
Making copy of bill, etc.	15	2	67
Each notice not otherwise provided for	50	3	50
Each certificate or affidavit, with seal	50	1	50
Each certificate or affidavit, no seal	25		
Hearing and passing on application, etc.	3 00		
Each settlement with receiver, etc.	3 00		
Examining each voucher of receiver, etc.	10		
Examining each answer, etc.	3 00		
Recording resignation, etc.	75		
Entering each certificate to Supreme Court	50		
Taking questions and answers, etc.	25		
For all other service relating to such proceedings	1 00		
For services in proceeding to relieve minors, etc., same fees as in similar cases.			
Commission on sales, etc.: 1st $100, 2 per cent.; all over $100, and not exceeding $1,000, 1½ per ct.; all over $1,000, and not exceeding $20,000, 1 per ct.; all over $20,000, 1-4 of 1 per ct.,			
Sub Total Carried Forward		48	92

Brought Forward		48	92
For receiving, keeping and paying out or distributing money, etc.: 1st $1,000, 1 per ct.; all over $1,000, and not over $5,000, ¾ of 1 per ct.; all over $5,000, and not exceeding $10,000, ½ of 1 per ct.; all over $10,000, ¼ of 1 per ct.,			
Receiving, keeping and paying out money paid into court, etc., ½ of 1 per ct. of amount received,			
Each notice sent by mail to creditors	15		
Filing, receipting for and docketing each claim, etc	25		
For all entries on subpoena docket, etc.	50	1	00
For all entries on commission docket, etc.	50	1	00
Making final record, per 100 words	15	7	75
Certified copy of decree	1 00	~~4~~	~~60~~
Report of divorce to State Health office (Acts 1915)	50		
Total Fees of Register		227	67
		22	

FEES OF SHERIFF.			
Serving and returning subpoena on deft	$ 1 50		
Serving and returning subpoena for witness	65	1	30
Levying attachment	1 50		
Entering and returning same	25		
Selling property attached			
Impaneling jury	75		
Executing writ of possession	2 50		
Collecting execution for costs	1 50		
Serving and returning sci. fa., each	65		
Serving and returning notice	65		65
Serving and returning writ of injunction	1 50		
Serving and returning writ of exeat	1 50		
Taking and approving bonds, each	75		
Collecting money on execution			
Making deed	2 50		
Serving and returning application, etc.	1 00		
Serving attachment, contempt of court	1 50		
Total Fees of Sheriff		2	15

RECAPITULATION.			
Register's Fees		226	67
Sheriff's Fees		2	15
Commissioner's Fees			
Solicitor's Fees			
Witness Fees			
Guardian Ad Litem			
Printer's Fees			
Trial Tax	3 00	—	—
Recording Decree in Probate Court			
Total		$ 228	82

Received payment this _____ day of _____ 192____ _____ Register.

Circuit Court, Baldwin County, Ala.
In Equity

No._____

VS.

COST BILL

Paid_____ 192____

_____
Register.

WEST FLORIDA NAVAL STORES
COMPANY,
Complaina nt.

-vs-

GATESWOOD NAVAL STORES CO.
AND JOHN A. CARLTON,
Defendants.

IN THE CIRCUIT COURT
EQUITY SIDE
STATE OF ALABAMA
BALDWIN COUNTY

Come Stone & Stone and withdraw their appearance as Solicitors for Defendants in this cause.

Stone & Stone
Jr

The State of Alabama

DEPARTMENT OF STATE

I, S. H. BLAN, Secretary of State, do hereby certify that the pages hereto attached, contain a true, accurate and literal copy of Certificate designating Agent and known place of business in Alabama in pursuance of Section 3642 of the Code of Alabama 1907 filed in office of the Secretary of State of the State of Alabama, February 15, 1916.

as the same appears on file and of record in this office.

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the City of Montgomery, this 15th *day of* January *One Thousand Nine Hundred and* twenty-six.

S. H. Blan

Secretary of State.

CERTIFICATE DESIGNATING AGENT AND PLACE OF BUSINESS IN ALABAMA, FOR FILING IN OFFICE OF SECRETARY OF STATE OF ALABAMA.

Office of West Florida Naval Stores Company,

Located at Pensacola, Florida.

In compliance with the provisions of Section 3642 of the Code of Alabama 1907, and Section 232 of the Constitution of Alabama, 1901, West Florida Naval Stores Company, a corporation or association organized under the laws of the state of Florida, and having its principal place of business at Pensacola, in the city of Pensacola State of Florida, herewith files a certified copy of its articles of incorporation or association under the laws of said State of Florida and designates as its known place of business in the State of Alabama, Brewton in the city of Brewton, County of Escambia, and as its authorized agent thereat, John D. Leigh, on whom, as such agent, service of process may be made and all legal notices served, for all the purposes contemplated by the laws of the State of Alabama.

IN WITNESS WHEREOF, the said corporation or association has caused these presents to be signed by its President and Secretary, and attested by its corporate seal, at its office in Pensacola, Florida, this 14th day of February, 1916.

(SEAL)

R. E. Mitchell President.

D. J. Hayes Secretary.

Filed Dec 7th
1925
T. W. Rechmond
Register
By Manuel
Deputy Clerk

West Florida Naval Stores Company, a corporation, vs. Gatewood Naval Stores Co., a corporation, G. F. Taylor and John A. Carlton.	In the Circuit Court of Baldwin County, Alabama, Sitting in Equity.

To Messrs. Stone & Stone, attorneys for respondents:

You will please take notice that on the submission of this cause before Hon. B. F. McMillan, Jr., special judge to try and determine the same, which submission will be had at Montgomery on Tuesday, February 9th, the complainant will offer in evidence the following documentary evidence:-

Certified copy of certificate of the West Florida Naval Stores Company designating John D. Leigh as agent and Brewton, Alabama, an known place of business in Alabama, in pursuance of Section 3642 of Code of Alabama of 1907, filed in the office of the Secretary of State of State of Alabama February 15th, 1916.

Affidavit and certificate of the West Florida Naval Stores Company showing funds received from J. A. Vaughn, receiver in this cause.

This February 5th, 1926.

O. D. Hamilton
Attorney for Complainant.

West Florida Naval Stores Company, a corporation, vs. Gatewood Naval Stores Co., a corporation, G. T. Taylor and John A. Carlton.	In the Circuit Court of Baldwin County, Alabama, Sitting in Equity.

To Messrs. Stone & Stone, attorneys for respondents:

You will please take notice that on the submission of this cause before Hon. B. F. McMillan, Jr., special judge to try and determine the same, which submission will be had at Montgomery on Tuesday, February 9th, the complainant will offer in evidence the following documentary evidence:-

Certified copy of certificate of the West Florida Naval Stores Company designating John D. Leigh as agent and Brewton, Alabama, as known place of business in Alabama, in pursuance of Section 3672 of Code of Alabama of 1907, filed in the office of the Secretary of State of State of Alabama February 15th, 1916.

Affidavit and certificate of the West Florida Naval Stores Company showing funds received from J. A. Vaughn, receiver in this cause.

This February 5th, 1926.

Attorney for Complainant.

Judge
I thought
that I was under
obligation to continue
notice to Stone
Volume Gatewood
Turpentine Co.
Naval Stores
on this Feb 5th
Chancellor

WEST FLORIDA NAVAL STORES COMPANY VS. GATEWOOD NAVAL STORES COMPANY, ET AL,	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, SITTING IN EQUITY.

TO THE HONORABLE B.F.McMILLAN, JR., SPECIAL JUDGE SITTING IN THE AFORESAID CAUSE:

Your petitioner, West Florida Naval Stores company, the complainant in the foregoing stated cause, most respectfully represents unto your Honor:

FIRST.

That the original bill in this cause was filed October 12th., 1917; that the bill at that time was filed by Messrs. Hamilton & Leigh, attorneys of Brewton and Greenville, Alabama, and Messrs. Watson & Pasco, attorneys of Pensacola, Florida; that upon the filing of said bill the complainant proceeded to prepare its case and get said case ready for trial, and submission; that on the 11th. day of May, 1918, complainant took orally its testimony before a commissioner duly and legally appointed at Pensacola, Florida, and the same was certified to by such commissioner and forwarded to the Register in Chancery at Bay Minette, Alabama, to be duly filed by him in such cause; that upon the completion and filing of said testimony complainant was ready for submission and has been ready at all times for submission of said cause, but that a portion of said testimony has been mislaid or lost without fault or trace of Complt. and complainant is unable ~~to procure~~ at this time to locate the same, and that testimony will have to be retaken.

SECOND.

That subsequent to the taking of said testimony by complainant the respondent took a part of its testimony, but had not completed the taking of the testimony and the matter was continued for that purpose.

THIRD.

That subsequent to the filing of the bill of complaint in this cause and the taking of the testimony by the complainant, the Honorable John D.Leigh, who is a member of the firm of Hamilton & Leigh who filed the bill in this cause, was elected

and duly qualified as Judge of the Twenty-first Judicial Circuit of the State of Alabama, Baldwin County being a part of said circuit; that said John D. Leigh upon qualifying as said Judge, withdrew from said cause and he is disqualified by reason of being counsel therein to hear and determine said cause, and that said cause was continued from time to time without the same being submitted, as no judge had been appointed to try said cause, or hold the Circuit Court of Baldwin County, Alabama.

FOURTH.

That on August 11th., 1925, without any notice to complainant, or complainant's counsel, all of the counsel for complainant being non-residents of Baldwin County, Alabama, the cause was taken up and a special Judge proceeded to hear and determine said cause. Counsel for complainant is not informed as to the manner that such special judge was appointed, and is not informed as to who made such appointment, other than it has been stated to him that such appointment was made by the Honorable Tom Richerson, Register in Chancery at Baldwin County, Alabama, but as to this fact he does not know. Without the knowledge of complainant or its counsel, the cause was taken up for submission and Honorable B.F.McMillan, Jr., a practicing attorney of Mobile, Alabama, acted as special judge to hear and determine such cause, and it was represented to him that the order hereinafter set out was agreed upon between complainant and respondent or their counsel, and that upon such statement and representation the Honorable Benjamin F.McMillan, Jr., as such special Judge made and entered the following order:

"August 11th., 1925. Order cause to be submitted within sixty days from this date and if not submitted within that time the cause will stand dismissed without prejudice and the Register will issue notice of the order to the solicitors of the respective parties.

(signed) B.F.McMillan, Jr.,
Special Judge."

Petitioner alleges that neither it nor either of its counsel made or entered into any agreement with any party for the making and entering of such order and that such order was made without

its knowledge or consent.

FIFTH.

Petitioner alleges that at the time said order was made, its testimony had been taken and it now ought to be permitted to submit its cause, as great injustice and inequity will be done petitioner if it is not perm tted to submit its cause, as it had been diligent at all times in the preparation of the case and has had its cause ready for submission since 1918.

SIXTH.

Petitioner alleges that it has been no fault on its part that said cause was not submitted and it now asks that the Court take under consideration the submission of said cause upon the testimony which it has taken heretofore.

SEVENTH.

Petitioner alleges that the order was entered either by mistake or accident on the part of the Court, the Court not being familiar with the facts above related, and no counsel for complainant was present when the cause was called and said order was entered upon the representation that said order had been agreed upon between the parties to the cause, and petitioner alleges that neither counsel for complainant had any knowledge or notice that said cause would be called or that a special judge would be appointed to try said cause; and no consent was made that said order should be entered that no notice was given counsel in the manner as provided by law of the day set for the hearing of said cause, and had counsel had such notice, he would have been on hand ready to represent the interest of complainant and to submit said cause.

EIGHTH.

Petitioner alleges that said order was made on the 11th. day of August, 1925, and this petition is made and presented during the term at which said order was made.

THE PREMISES CONSIDERED, your petitioner prays:

1.- That a rehearing be granted your petitioner in this cause, and that the order heretofore made by this Honorable Court on August 11th., 1925, be set aside and the Court proceed

to take said cause under submission for final decree, and petitioner be permitted to have its cause heard upon the merits, as in good conscience and equity it should be allowed so to do; that the Court such such other and further orders and decrees as would be just and right in the premises.

C. E. HAMILTON,

Attorney for West Florida Naval Stores Company.

STATE OF ALABAMA,

MOBILE COUNTY.

Personally appeared before me, Lelia C.Harris, a Notary Public in and for said State and County, C.E.Hamilton,Sr., Solicitor for Complt. who being by me first duly sworn, doth say that the facts set forth in the foregoing petition are true as therein stated.

C E Hamilton.

Sworn to and subscribed before me, this 7th. day of December, 1925.

Lelia C. Harris

Notary Public,Mobile County,Alabama.

3 211

No _____

PETITION BY JOHN A. CARLTON.
To be allowed to defend.

CIRCUIT COURT,
BALDWIN COUNTY,
STATE OF ALABAMA.

IN EQUITY.

West Fla. Naval Stores Co., Inc.,

-vs-

Gateswood Naval Stores Co., Inc. "et al."

Hamilton & Leigh,
Attorneys for Pltffs.

H. Clay Smith,
John C. Avery, &
Stone & Stone,
Attys for Defts,

Filed in this office this

November 14th, 1917.

T. W. Richerson CLERK.

RECORDED

STONE & STONE
ATTORNEYS
BAY MINETTE, ALABAMA

original

STATE OF FLORIDA.)
)
ESCAMBIA COUNTY.)

Before me, W. D. Zachary, a Notary Public in and for said State and County, personally appeared John A. Carlton, who is known to me, and who, after being by me first duly and legally sworn, deposes and says under oath;

That he is over the age of Twenty-one Years (21yrs.) and is a resident of Moultrie, County of Colquitt, State of Georgia. That on, to-wit; the 29th day of May, 1916, the Gateswood Naval Stores Company, a corporation, incorporated under the laws of Alabama, and doing a naval stores business at or near Gateswood, in Baldwin County, State of Alabama, made and executed and delivered, for a valuable consideration, a mortgage, dated May 29th, 1916, to E. F. Taylor, of Colquitt County, Georgia. That the said mortgage was, for a vlauable consideration, on the 25 day of July, 1916, sold, transferred and assigned by the said G. F. Taylor to John A. Carlton. That on October 19th, 1917, the West Florida Naval Stores Company, a corporation, filed a suit in the Chancery Court of Baldwin County, State of Alabama against the Gateswood Naval Stores Company, a corporation, and that the subject matter of said suit is the property described in the aforesaid mortgage. That he is the owner of the said mortgage, has never parted with the title thereto and that it has never been paid.

John A. Carlton

Sworn to and subscribed before me this the 10th day of November, A. D., 1917.

W. D. Zachary
Notary Public, Escambia County, Fla.
My Commission Expires May 9th 1918

STATE OF ALABAMA.)
BALDWIN COUNTY.)

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA.

-IN EQUITY-

To the Honorable, The Circuit Court of Baldwin County, Alabama, and the Honorable A. E. Gamble, Judge of said Court, sitting in Equity;

Your Petitioner, John A. Carlton, respectfully represents unto Your Honor. That he is over the age of twenty-one years and a resident of Moultrie in the County of Colquitt, State of Georgia; that on to-wit, the 29th day of May, 1916, the Gateswood Naval Stores Company, of Baldwin County, Alabama, a corporation under the laws of the State of Alabama and one of the Defendants in the case of "West Florida Naval Stores Company, a corporation -vs- Gateswood Naval Stores Company, a corporation, and G. F. Taylor.", executed and delivered, for a valuable consideration, a mortgage to the above named G. F. Taylor, of Colquitt County, Georgia, who is also one of the Defendants in this cause; said mortgage being on the property which is the subject-matter of the above named suit now pending in this Honorable Court; that thereafter, and before the bringing of the above named suit, on to-wit; t 25th day of July, 1916, said G. F. Taylor, did sell, transfer and as ign said mortgage to Petitioner and that your Petitioner is still the owner of said mortgage and has never parted with the title thereto and that said mortgage has never been paid. A copy of the said mortgage to G. F. Taylor being set out in the original bill of complaint in the above cause filed as an exhibit thereto, it is made a part of this petition by reference to said bill of complaint.

Your Petitioner claims some interest in the subject of the Bill aforesaid and prays for a summons to him to answer, plead or demur; that notice of this Petition be given to the Plaintiffs in this cause under the rules and practices of this Honorable Court and that your Petitioner be made a party defendant in said suit in this court now pending.

JOHN A CARLTON,
Petitioner,
By, Stone & Stone
H. Clay Smith.
John C. Avery.

Solicitors for Petitioner.

GEORGIA, COLQUITT COUNTY.

Personally comes G.F. Taylor, who on oath deposes and says that on or about the 25th day of July, 1916, for value received, he transferred and delivered to John A. Carlton, without recourse, all his right, title and interest in and to a certain mortgage and note made payable to himself by the Gatewood Naval Stores Company, for the sum of approximately $20,000.00. (Affiant does not remember the exact amount of said note and mortgage to secure the same. Affiant, as above stated, has transferred, without recourse, all his right, title and interest to said note and mortgage to the said Carlton, and has no interest therein.

G F Taylor

Sworn to and subscribed before me, this the 17th day of November, 1917.

Alfred R. Kline, Notary Public
State of Georgia at Large.

6. the

Filed 1/21/1917
O. J. Richmann
Register

RECORDED

WEST FLORIDA NAVAL STORES COMPANY, a Corporation,	IN THE CIRCUIT COURT OF
V.	BALDWIN COUNTY, ALABAMA.
GATESWOOD NAVAL STORES COMPANY, a Corporation, G. F. TAYLOR AND JOHN A. CARLTON,	IN EQUITY.

To Gateswood Naval Stores Company, a Corporation, G. F. Taylor, and John A. Carlton, or Messrs. Stone & Stone, their Attorneys of Record:

You will please take notice that a petition has been filed by J. A. Vaughan, as Receiver in the above stated cause, praying for the sale of property now in his possession, as such Receiver, and the Honorable A. E. Gamble, Judge of the Second Judicial Circuit, has set the hearing of said petition down at the Courthouse at Greenville, Alabama, at ten o'clock, A. M., on Saturday, the 16th day of February 1918, at which time you may appear and contest said petition, if you see fit so to do. A copy of said petition is hereby attached to this notice.

This the 11th day of February 1918.

T. W. Richerson
Register in Chancery.

service accepted this Feby 11th 1918.
Stone & Stone
of counsel for defendant John A Carlton ~~only~~, and Gateswood Naval Stores Co. only.

Original
18 cts

West Fla. Naval
Stores Co

vs

Gulfwood Naval
Stores Co. et al

Notice of hearing
Petition to sell
property

Filed in office Feb 9th 1918
T. W. Reinwon
Register

RECORDED

WEST FLORIDA NAVAL STORES CO. CIRCUIT COURT BALDWIN COUNTY, EQUITY.

VS. SPRING TERM 1918.

GATESWOOD NAVAL STORES CO. ET.ALS. IN CHANCERY AT BAY MINETTE.

It is agreed between Complainant and Respondents to the foregoing cause that commission may issue to Rosa Zung of Pensacola, Florida, as Commissioner to take the depositions of R. F. Mitchell, A. R. McAllister, Miss Nellie Attridge, O. M. Bennett, D. J. Hayes, G. C. Richards, W. H. Watson and J. A. Vaughan, witnesses for Complainant, and John A. Carlton, J. C. Howell and V. H. McKown, witnesses for Respondent.

That said testimony shall be taken orally on May 13th, 1918, at Pensacola, Florida, and the taking of same may be continued from day to day until the taking of said testimony is completed. That all notices of the taking of said testimony and all other preliminary notices relative to same are hereby waived.

Hamilton & Leigh

SOL. FOR COMPLAINANT

Stone & Stone

Sol. FOR RESPONDENTS.

Filed 5/11-18
T W Richmond
Register

RECORDED

8587 SUMMONS—Original. Baldwin Times Print.

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 Gateswood Naval Stores Company, a Corporation and G.F.Taylor.

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, wihout oath, to a Bill of Complaint lately exhibited by West Florida Naval Stores Company, a Corporation.

against said Gates Wood Naval Stores Company a Corporation and G.F.Taylor.

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 18th day of October 191 7.

T W Richerson
Register.

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

1-1/2 Original

Serve on.....

CIRCUIT COURT OF BALDWIN COUNTY,

IN EQUITY.

No. 53.

SUMMONS.

West Florida Naval Stores Co.

vs.

Gateswood Naval Stores Co,

Et---als.

Hamilton and Leigh.

Solicitor for Complainant.

Recorded in Vol.....Page.....

THE STATE OF ALABAMA,

BALDWIN COUNTY.

Received in office this 17th

day of October, 1917

C E Cubbanks

Sheriff.

Executed this 19 day of

Oct 1917

by leaving a copy of the within Summons with

J H McCown vice Pres

of Gateswood Naval Stores Co

Defendant

C E Cubbanks

Sheriff

By O B Richerson

Deputy Sheriff.

RECORDED

THE STATE OF ALABAMA,
Baldwin County.

CIRCUIT COURT, IN EQUITY.

West Florida Naval Stores Company, a corporation,
Complainant
vs.
Gateswood Naval Stores Company, a corporation, et al.
Defendant

To West Florida Naval Stores Company, a corporation,

or Hamilton & Leigh, Brewton, Alabama,

their Solicitors of Record:

You are hereby notified that interrogatories have this day been filed by Stone & Stone, Solicitors for Respondents in the office of the Clerk of the Circuit Court of County, to be propounded to J. C. Howell, Jr., Elkin G. Taylor and G. F. Taylor, all of Moultrie Georgia, Colquitt County

witness es for the Respondent 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 es. The witness es reside in Moultrie in the County of Colquitt in the State of Georgia and the Commissioner proposed by the Respondents, to-wit:

W. F. Way,

reside s in Moultrie in the County of Colquitt in the State of Georgia

Witness my hand, at office in Bay Minette, Alabama, this the eighteenth day of July 1918

T. M. Nicholson
Register.

18th Original 16th

THE STATE OF ALABAMA,

Baldwin County.

CIRCUIT COURT, IN EQUITY.

West Florida Naval Stores Co.,

a corporation,

Complainant

vs.

Gateswood Naval Stores Co.,

a corporation et al.

Defendant

NOTICE OF INTERROGATORIES.

To Hamilton & Leigh, Attorneys

for Complainants, Brewton, Ala.

Please serve Copy on Hamilton & Leigh

RECORDED

Received in office this

day of 19

Sheriff.

Executed on this 19

day of July 19 18

by leaving a copy of the within notice

with J. D. Leigh

Solicitor of Record for

J. H. Kelly

Sheriff.

To Hon. T. W. Richerson, Register in Chancery for Baldwin County, Alabama.

In the cause enstyled WEST FLORIDA NAVAL STORES CO. VS. GATES-WOOD NAVAL STORES CO. ET AL pending in the Circuit Court for the Second Judicial Circuit of Alabama, the Complainant requires an oral examination of the witnesses instead of by interrogatories. The witnesses required to be orally examined are J. C. Howell Jr., Elkin G. Taylor and F. F. Taylor, each of whom reside at Moultrie Georgia. Said examination to be had and taken before the commissioner named in the interrogatories

~~Leigh~~ Hamilton & Leigh
Patton & Pace

Solicitors for Complt.

It is hereby ordered that ten days notice be and the same is hereby fixed, be given by solicitors for respondents to the complianant or its Solicitor of Record in this cause of the time and place of the examination of said witnesses named in said requirement of an oral examination.

Witness, this 24th day of July, 1918.

T W Richerson
Register in Chancery.

20 cu

West Fla Naval
Stores Co

a

Bakerwood
Naval Stores Co

Filed in Office
this July 25/18
T. W. Richardson
Register in Chancery

RECORDED

West Florida Naval Stores Company, a corporation, vs. Gatewood Naval Stores Co., a corporation, G. F. Taylor and John A. Carlton.	In the Circuit Court of Baldwin County, Alabama, Sitting in Equity.

Complainant, being called, offers the following testimony, towit:-

1st. Original bill filed in the cause and the exhibits thereto.

2nd. Depositions of J. C. Howell, Jr. and the exhibits thereto.

3rd. Depositions of V. H. McKeown and exhibits thereto.

4th. Depositions of R. F. Mitchell and exhibits thereto.

5th. Depositions of A. R. McAllister and exhibits thereto.

6th. Certified copy of certificate of the West Florida Naval Stores Company designating John D. Leigh as agent and Brewton, Alabama, as known place of business in Alabama, in pursuance of Section 3642 of Code of Alabama of 1907, filed in the office of the Secretary of State of State of Alabama February 15th, 1916.

7th. Affidavit and certificate of the West Florida Naval Stores Company showing funds received from J. A. Vaughn, receiver in this cause.

This February 6th, 1926.

T. M. Nelson

REGISTER.

I hereby certify that
I mailed copy of
same pursuant Rec-
ord to Mons Olsen
Bergmannsville
Feb 6th 1926
C H Hamilton

Filed Feb 6, 1926,
F. W. Richmond
Register.

WEST FLORIDA NAVAL STORES
COMPANY,
Complaina nt.

-vs-

GATESWOOD NAVAL STORES CO.
AND JOHN A. CARLTON,
Defendants.

IN THE CIRCUIT COURT
EQUITY SIDE
STATE OF ALABAMA
BALDWIN COUNTY

Come Stone & Stone and withdraw their appearance as Solicitors for Defendants in this cause.

Stone & Stone

Great Falls Gas Co
vs
Galewood Naval Stores Co

Filed Feb 11th 1926
T N Rickman
Register

Come defendants and withdraw their demurrer to the bill of complaint and answer the same.

Come plaintiff and demurrer to defendants' demurrer to the bill of complaint and answer the same.

Defendants' demurrer to the bill of complaint and answer the same.

Complainant's demurrer to defendants' demurrer to the bill of complaint and answer the same.

-ae-

Complainant moves.

SOUTH MIA. ALABAMA NAVAL STORES CO.

EQUITY.

GREAT FALLS GAS CO.

vs.

GALEWOOD NAVAL STORES CO.

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

SITTING IN EQUITY

SECOND DIVISION

his said report and file the same in the cause in seven days from the date of this decree, and shall furnish to the solicitors of complainant and respondents a copy of such report at the time of thefiling of the same in the cause.

Done at Chambers, this the 16th. day of February, 1918, at Greenville, Alabama.

A. E. Gamble

Judge.

14ch

Filed 2/18-1918
T W Richardson
Register

RECORDED

West Florida Naval Stores Company, a corporation, vs. Gateswood Naval Stores Company, et al.	I	IN CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, IN EQUITY.

This cause coming on to be heard upon the petition of the Receiver for an order and decree for the sale of certain prpoperty described in the petition and in his hands as Receiver, and it appearing to the court that notice of hearing of said petition has been given, and the solicitors of record for complainant and respondents being present, and consenting that an order and decree for the sale of said property by the receiver shall be made; and the court being satisfied that it will be to the interest of the parties to the suit, that said petition be granted and that the Receiver, J. A. Vaughan, be ordered and directed to sell the said property described in his said petition:

It is therefore, considered, decreed and ordered that said J. A. Vaughan as Rceiver, shall sell all of the property described in his said petition at public outcry on the premises where said property is now situated, to the highest bidder for cash, after first having given two weeks notice by publication in the Pensacola Journal, a newspaper published in Pensacola in the State of Florida, and in the Mobile Register, a newspaper published in Mobile, Alabama, and after giving five days written notice before such sale to the solicitors of record of complainant and respondents, of the time, place, terms of sale and a description of the property to be sold.

It is further ordered that said Receiver file his report of all of his acts and doing in relation to the property heretofore sold by him under the order and decree of this court. In his report he shall show the property sold by him, the dates of such sales, the parties to whom sales were made, and the price received by him for such property. He will also show by his said report the expenses incurred and moneys paid out by him in the handling and sales of said property. Said Receiver shall make

LAW OFFICES
POWELL & HAMILTON
GREENVILLE, ALA.

D.M. POWELL.
C.E. HAMILTON.

May 10, 1918.

Hon. T..W. Richardson,

Bay Minette, Ala.

Dear Sir: In re West Florida Naval Stores vs Gateswood Naval Stores Co., et als.

Enclosed I am handing you agreement in the foregoing stated cause, agreeing that a Commission may issue to Miss Rosa Zung of Pensacola, Florida, to take the depositions of witnesses for both sides orally. Please have Messrs. Stone & Stone to sign the agreement and issue commission and send to Miss Rosa Zung at Pensacola, Fla., as we will go to Pensacola Sunday afternoon to take the testimony.

Yours truly,

CEH:P.

C.E. Hamilton

was present? What was the consideration of the transfer? Did John A. Carleton pay you anything for the transfer of said note and mortgage? If yea, what? Did he pay you money? If yea, how was it paid? If by check, on what bank and the amount of the check? If more than one check give me the date of each and the name of the Bank upon which each was drawn? Give the amount of each? Did Carleton pay you any cash? If yea, how much and when? What is the business of Carleton? How long have you known him? Is he a man of means? Is he related to you? Have you any business connection with him? What brought up the negotiation between you and Carleton? Did not Carleton know the Gateswood Naval Stores Company was indebted to Complainants in a large amount? If you answer that Carleton is a man of means then state his estimated worth? In what does his worth consist? State the consideration of the transfer of the note and mortgage if other than checks or cash? Give in detail each item of cash or property showing the consideration of the transfer of the note and mortgage from you to Carleton? Have you done so? If not, why have you not done so? Don't you know Carleton is not owner of said note and mortgage? Don't you know that the note and mortgage were transferred by you to Carleton without the payment of money or trasfer of property but with the understanding that he was to sue on it and divide with you whatever was recovered? Don't you know that said note and mortgage is not now the property of Carleton but has been hypothecated and was only released for the purpose of this litigation? Have you told the true facts about the ownership of the note and mortgage?

WATSON & PASCO
HAMILTON & LEIGH
Attorneys for Complainant.

The Complainant suggests Mr. T. H. Parker, Esq., of Moultrie, Georgia as a suitable and proper person to act as a joint Commissioner to take the testimony of the witnesses named in the Interrogatories.

WATSON & PASCO
HAMILTON & LEIGH
Attorneys for Complainant.

22

West Tex Naval Stores Co

vs

Gulf Wood Naval Stores Co et al

Cross Bills & demurrers for Oral examination

Filed in Office July 27/18

T. W. Richmond

Register

RECORDED

Company? When did you acquire your interest in the Company? How long did you own such interest? When did you part with same? To whom did you part with it?"

Second Cross Interrogatory to J. C. Howell Jr. and Elkin G. Taylor:

"What was the consideration of the mortgage you have testified about purporting to be made to G. F. Taylor? Was it money advanced, if yea, when and to whom was the money advanced? Was the money paid in cash or by check? If by check, to whom was the check payable and on what Bank were such checks drawn? Where are such checks? If you answer it was paid in money state the kind of money and who was present when paid. If you have attached a copy of a purported resolution or the purported resolution itself, then state whether or not you were present when such resolution was offered and passed? If yea, who else besides yourself was present? Who offered the resolution? Who wrote it? Who was the secretary of the Corporation? Who was the secretary of the meeting at the time of its passage? Was it passed at a stock holders meeting or a Directors meeting? Who kept the minutes of the meeting? Were the minutes of this meeting of Corporation copied in the minute book? If yea, who copied them in the book? On what page of the minute book are they found? Where is the minute book now? Where did you get the resolution you are now offering in evidence, did you copy the same from any book? If yea, when? If you did not, who did and when?

Cross Interrogatories to be propounded to G. F. Taylor.

First Cross Interrogatory:

What was the consideration of the note and mortgage? Did you actually advance any money under said note and mortgage? If yea, how much, when and how? Did you advance said money by cash or check? If by check, on what Bank? Where are such checks? Please attach them to your answers and mark them as exhibits therto? To whom were said checks payable? If you advanced cash when and who was present and to whom was such cash paid?

Second Interrogatory.

Did you transfer the note and mortgage inquired about to John A. Carlton? If yea, when? Was such transfer in writing? Who wrote such writing? If you say you signed such a transfer who

Co.? And for grounds of such objection:

1st. It calls for a conclusion of witness.

2nd. It seeks the opinion of witness without calling for the facts upon which witness could base such an opinion.

3rd. It calls for a legal conclusion.

Complainant objects to the following question propounded to said witness: "Did the signers of this note sign as individuals or as officers of and as act of the Gateswood Naval Stores Company?" For grounds of objection Complainant assigns the following:

1st. Because the note is the best evidence and speaks for itself.

2nd. Because it calls for a conclusion of witness.

Complainant objects to the question contained in the third interrogatory propounded to Elkin G. Taylor as follows: "Did you have authority from Gateswood Naval Stores Company to sign and execute said mortgage?" and for grounds of such objection assigns the following:

1st. Because it calls for a conclusion ofwitness.

2nd. Because it seeks forhave witness testify as to a legal conclusion.

Complainant objects to the question propounded said witness in the third interrogatory as follows: "Was you authorized to so sign as the officer and for the act of the Gateswood Naval Stores Company?" For grounds of objection assign the following:

1st. Because it calls for conclusion of witness.

2nd. Because it calls for a legal conclusion.

3rd. No facts are shown showing the authority of witness to execute said mortgage.

Complainant now without waiving the demand for oral examination as herein above set forth and without waiving the objections to the interrogatories hereby propounds the following Cross Interrogatories to the witnesses J. C. Howell Jr., Elkin G. Taylor and G. F. Taylor:

First Cross Interrogatory to J. C, Howell Jr. and Elkin G. Taylor:

"What interest did you have in Gateswood Naval Stores

WEST FLORIDA NAVAL STORES CO.,	IN THE CIRCUIT COURT OF
-vs-	BALDWIN COUNTY,
GATESWOOD NAVAL STORES CO.	IN EQUITY.

Now comes the West Florida Naval Stores Company, a Corporation, and not waiving its right for the oral examination, which it has already demanded of the witnesses J. C. Howell Jr., Elkin G. Taylor and G. F. Taylor, but hereby expressly demands an oral examination of each witness by the Commissioner named and hereby requests and demands that the Commissioner to whom such commission issue, shall give to either the firm of Watson & Pasco of Pensacola, Florida or Hamilton & Leigh of Brewton, Alabama, Solicitors for Complainant, reasonable notice of the time and place of the taking of such testimony, ten days notice being considered by Counsel for Complainant a reasonable notice. Such demand being made by virtue of the Statute of Alabama, there being involved in the controversy more than Five Thousand Dollars, and without in any way prejudicing Complainant's right to such oral examination, the following objections and Cross Interrogatories are hereby filed to the direct interrogatories filed by Respondents to the witnesses above named.

Complainant objects to the following question propounded to witness J. C. Howell Jr.: "Did you sign it as President with full authority from Gateswood Naval Stores Co., a Corporation" For grounds of objection the following grounds are assigned:

1st. Because it calls for a conclusion of the witness.

2nd. Because said question calls for a legal conclusion.

3rd. Because said question does not elicit the facts which would show by what authority the mortgage in question was executed but seeks for witness to give his conclusion as a matter of law.

Complainant objects to the following question propounded to said witness: "Did anyone else besides yourself sign said mortgage in behalf of and as officers of the Gateswood Naval Stores

WEST FLORIDA NAVAL STORES COMPANY, a Corporation,	)	IN THE CIRCUIT COURT OF
v.	)	BALDWIN COUNTY, ALABAMA.
GATESWOOD NAVAL STORES COMPANY, a Corporation, and G. F. TAYLOR.	)	IN EQUITY.

Comes the complainant in the above stated cause, and answering the petition filed by John A. Carlton on November the 14th, 1917, wherein the said John A. Carlton prays that he be made a party defendant in the above stated cause, this complainant hereby consents that the said John A. Carlton be made such defendant as prayed for in said petition, and that a decree may be entered in accordance therewith by this Honorable Court.

HAMILTON & LEIGH,

Solicitors for Complainant.

6 1/2

Filed 12/12/917
T W Reichmann
Register

RECORDED

WEST FLORIDA NAVAL STORES COMPANY	IN CIRCUIT COURT OF
-vs-	BALDWIN COUNTY, ALABAMA
GATESWOOD NAVAL STORES COMPANY	IN EQUITY.

Personally appeared before me O. A. Lane, Notary Public a Notary Public. In and for said state and county C. E. Hamilton who being by me first duly sworn on oath doth say that he is one of the attorneys for Complainant in the foregoing cause and that in the belief of affiant it is material that the testimony of witnesses J. C. Howell Jr., Elkin G. Taylor and G. F. Taylor to whom Respondents have filed interrogatories be taken orally.

Subscribed and sworn to before me this July 27th, 1918.

O. A. Lane
N. P.

C. E. Hamilton

21

West Fla. Naval
Store Co.

vs

Gulinwood Naval
Store Co. et al

Affidavit as
to oral examination

Filed in Of-
fice July 27/18

T. W. Rezcrow
Clerk

RECORDED

WEST FLORIDA NAVAL STORES COMPANY,	IN THE CIRCUIT COURT OF
VS.	BALDWIN COUNTY, ALABAMA,
GATEWOOD NAVAL STORES COMPANY, ET. AL.	SITTING IN EQUITY.

This day being the day set by the Court to hear and determine the petition of the Complainant the West Florida Naval Stores for a rehearing and the setting aside the order of the Court made and entered into on August 11th, 1925, a copy of which order being set out in the petition and the parties appearing in Court by counsel, C. E. Hamilton appearing as counsel for Complainant and ~~Frank C.~~ Marbone Stone appearing as counsel for Respondent, and it being made known to the Court that, notice of the intention of filing said petition and the time and place of said petition being waved by Respondents and by agreement of Counsel for both parties the said B. F. McMillan shall hold up the evidence only until the next term of this court or order. and said petition being submitted to the Court for its consideration and determination, the Court thereupon proceeded to hear and determine same and upon consideration of said petition which is duly sworn to as provided by law and the evidence offered in support of same, no evidence being offered in opposition thereto, it is therefore ~~ordered~~ed, adjudged and decreed by the Court that said petition be and the same is hereby in all things granted and that a rehearing in said cause be granted and the order therein referred to as set out in the petition as having been made on August, 1925, be and the same is hereby set aside and the decree dismissing said cause be and the same is hereby set aside and said cause reinstated on the docket and that the same be submitted for final decree by 15th day of February, 1926, on which day if not submitted earlier, the register of this Court will send the file in said cause for decree.

The ~~petition~~ Parties, if they so desire may retake the testimony of any witness already taken or take the testimony of any other witness within the time above mentioned.

This Dec 9th 1925

B F McMillan Jr
Special Judge

WEST FLORIDA NAVAL STORES COMPANY,	IN THE CIRCUIT COURT OF
VS.	BALDWIN COUNTY, ALABAMA,
GREENWOOD NAVAL STORES COMPANY, ET. AL.	SITTING IN EQUITY.

This day being the day set by the Court to hear and determine the petition of the Complainant the West Florida Naval Stores for a rehearing and the setting aside the order of the Court made and entered into on August 11th, 1925, a copy of which order being set out in the petition and the parties appearing in Court by counsel, C. H. Hamilton appearing as counsel for Complainant and [illegible] Stone appearing as counsel for Respondent, and it being made known to the Court that notice of the intention of filing said petition and the time and place of said petition being served by Respondents and said petition being submitted to the Court for its consideration and determination, the Court thereupon proceeded to hear and determine same and upon consideration of said petition which is duly sworn to as provided by law and the evidence offered in support of same, no evidence being offered in opposition thereto, it is therefore considered adjudged and decreed by the Court that said petition be and the same is hereby in all things granted and that a rehearing in said cause be granted and the order therein referred to be set out in the petition as having been made on August, 1925, be and the same is hereby set aside and the decree dismissing said cause be and the same is hereby set aside and said cause reinstated on the docket and that the same be submitted for final decree by [illegible] day of [illegible], 1926, on which day if not submitted earlier, the register of this Court will send the file in said cause for decree.

The petition, if they so desire may revise the testimony of any witness already taken or take the testimony of any other witness within the time above mentioned.

Filed Dec 9 1925
[illegible] Register

FRANK S. STONE NORBORNE C. STONE

STONE & STONE
ATTORNEYS AT LAW
BAY MINETTE, ALA.

FEBRUARY ELEVENTH 1926.

Hon. C. E. Hamilton,
Greenville, Ala.

Dear Sir:-

We are just in receipt of your favor of the 10th. inst. in the Gateswood Naval Stores Company case. We certainly thank you and Judge McMillan for having this matter carried over and we are this day filing formal withdrawal with Mr. Richerson as per inclosed copy. We have wired Mr. Carlton of our action and are also advising him by registered letter and send a copy of withdrawal.

With best regards from the writer, we are,

Yours very truly,

STONE & STONE ATTYS.,

By- N. C. Stone

NCS: AT
C. C. Hon. B. F. McMillan,
Attorney at Law,
Mobile, Ala.

WEST FLORIDA NAVAL STORES COMPANY, a corporation,	IN THE CIRCUIT COURT OF
v.	BALDWIN COUNTY, ALABAMA,
GATESWOOD NAVAL STORES COMPANY, A CORPORATION, and G. F. TAYLOR.	IN EQUITY.

This cause coming on to be heard, is submitted upon the petition of John A. Carlton praying that he be made a party defendant in the above stated cause, and it appearing to the Court that the complainant, the West Florida Naval Stores Company, having filed an answer to said petition consenting that said John A. Carlton be made a party defendant, as prayed for in said petition, and upon consideration by the Court of said petition and said answer, it is ordered, adjudged and decreed by the Court that said John A. Carlton be made a party defendant in said cause, as prayed for in said petition, and that he, the said John A. Carlton be allowed thirty days from the filing of this decree, within which to answer, demur or plead to the original bill in this cause, and failing so to do, that a decree pro confesso be entered against him.

This the 15th day of December 1917.

W E Gamble

Judge of the Second Judicial Circuit, Sitting in Equity.

WEST-MORLINA NAVAL STORES COMPANY, a corporation, v. GATESWOOD NAVAL STORES COMPANY, A CORPORATION, and G. Y. TAYLOR.	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA. IN EQUITY.

This cause coming on to be heard, is submitted upon the petition of John A. Carlton praying that he be made a party defendant in the above stated cause, and it appearing to the Court that the complainant, the West-Morlina Naval Stores Company, have filed an answer to said petition consenting that said John A. Carlton be made a party defendant, as prayed for in said petition, and upon consideration by the Court of said petition and said answer, it is ordered, adjudged and decreed by the Court that said John A. Carlton be made a party defendant in said cause, as prayed for in said petition, and that he, the said John A. Carlton be allowed thirty days from the filing of this decree, within which to answer, demur or plead to the original bill in this cause, and failing so to do, that a decree pro confesso be entered against him.

This the 15th day of December 1917.

Judge of the Second Judicial Circuit, Sitting in Equity.

RECORDED

WEST FLORIDA NAVAL STORES COMPANY, A Corporation, vs. Gateswood Naval Stores Company, a corporation, G. F. Taylor and John A. Carlton	IN CIRCUIT COURT OF BALDWIN COUNTY ALABAMA, IN EQUITY.

This cause coming on further to be heard, is submitted on the motion and recommendation of J. A. Vaughan, the Receiver, for a confirmation of the sale of the personal property made by him on the 4th day of March, 1918, pursuant to an order and decree of this Court in the cause, dated the 16th day of February, 1918, as shown by the report of the Receiver filed in the cause. It being made to appear to the Court that a copy of said report has been served upon the Solicitors of all of the parties in interest, and that no objection is made to the sale, and that all of the parties are desirous that the said sale shall be confirmed: It is considered, adjudged and decreed by the Court that the said sale as shown by said report be, and the same is hereby, in all things ratified and confirmed. The Receiver is ordered to turn over said personal property made at said sale to R. F. Mitchell, the purchaser thereof, without delay, thereby saving expenses of keeping said property by him.

Done at Chambers, in Greenville, Ala. this, the 7th day of March, 1918.

A. E. Gamble

Judge Second Judicial Circuit,
Sitting in Equity.

1666

Filed Mar 8th/918
T W Robinson
Register

RECORDED

West Florida Naval Stores Co.,	In the Circuit Court of
vs.	Baldwin County, Ala.,
Gatewood Naval Stores Co., etal.	Sitting in Equity.

In the above stated cause the undersigned ~~Frank S. Stone~~ Stone & Stone, attorneys for respondent in the foregoing stated cause, hereby waives a copy of the petition filed by the complainant in this cause to have the order of August 11th, described in said petition, set aside, a rehearing granted and the cause re-instated for hearing, and hereby waives the giving of the notice of the Judge before whom the said petition was filed and the time and place where said petition will be heard and agrees that same be heard by Hon. B. F. McMillan, Jr., as special judge on this date.

This December 9th, 1925.

Stone & Stone

Attorney for respondents.

Filed 12-9-25

T. W. Richmond

Register

IN THE CIRCUIT COURT FOR BALDWIN COUNTY

STATE OF ALABAMA

IN EQUITY.

West Florida Naval Stores Company, a corporation,	)
vs	)
Gateswood Naval Stores Company, a corporation, G. F. Taylor and John A. Carlton.	)
	)

The undersigned, West Florida Naval Stores Company, acknowledges the receipt from J. A. Vaughn, Receiver, as at February 19, 1918, of the sum of Twenty-three hundred and eighty-six and 27/100 ($2386.27) Dollars, the net balance in his hand from his operations as receiver of the properties of Gateswood Naval Stores Company, as shown by his report covering the period from October 19, 1917 to February 19, 1918, filed in the office of T. W. Richardson, Register, on February 23, 1918.

The undersigned also acknowledges the receipt from the said J. A. Vaughn, Receiver, as of the 4th day of March, 1918, of the sum of Twenty-five hundred ($2500.00) Dollars, being proceeds of sale of property in his hands at that day and shown by his report filed March 6, 1918 in the office of T. W. Richardson, Register, which sale was confirmed by order made March 7, 1918, in this cause.

The undersigned also acknowledges the receipt of Three Hundred twenty six and 24/100----------Dollars, being net proceeds of sale of twenty-three (23) barrels spirits in the hands of the receiver and unsold at the date of his report covering operations from October 19, 1917 to February 19, 1918.

WEST FLORIDA NAVAL STORES COMPANY (SEAL)

By R. F. Mitchell
President

ATTEST: J. J. Sayre.
Secretary

ACCOUNT SALES 3 Casks Spirits Turpentine

RECEIVED FROM AND SOLD FOR ACCOUNT OF

M. Gatewood M/O B. Kuerzi Marks J.A.D.

	Packages	No. Casks	Net Gals.	Price	Amount	
Date Rec'd 12-21 1927	REG.	3	150	30 ÷		
Date Sold 4-20 1928						
Ex Car ✓						
Ex Tank		Copy				
Ex Vessel						
					45	75

CHARGES

FREIGHT 1.17	Wood Box 04	1	21	
STORAGE	6		18	
INSPECTION	9		27	
TURNED BROKE DISHED HEADS				
INSURANCE ½%	46			
COMMISSION 2½%	114	1	60	3 26
		Net Proceeds		42 49

WEST FLORIDA NAVAL STORES CO.,

Per O M Emmett

Pensacola, Fla.,

April 24 1928

ACCOUNT SALES 11 Casks Spirits Turpentine

RECEIVED FROM AND SOLD FOR ACCOUNT OF

M. Hatwood 9/6 6 Received Marks J.A.D.

	Packages	No. Casks	Net Gals.	Price	Amount	
Date Rec'd 12-21 1927	REG.	11	532	30½		
Date Sold 4-20 1928						
Ex Car ✓						
Ex Tank		Other				
Ex Vessel						
					162	26
CHARGES						
FREIGHT 4.28 Nov Jax 13				4 41		
STORAGE			6	66		
INSPECTION			9	99		
TURNED 1 BROKE 30 4 DISHED HEADS 1 00				1 20		
INSURANCE ½%			162			
COMMISSION 2½%			406	5 68	12	94
				Net Proceeds	149	32

WEST FLORIDA NAVAL STORES CO.,

Per J M Bennett

Pensacola, Fla.,

April 24 1928

ACCOUNT SALES 9 Casks Spirits Turpentine

RECEIVED FROM AND SOLD FOR ACCOUNT OF

M. Gatewood Naval Stores Co. Marks J.W.S

	Packages	No. Casks	Net Gals.	Price	Amount	
Date Rec'd 2-4 1928	REG.	9	433	33½		
Date Sold 5-3 1928						
Ex Car ✓						
Ex Tank						
Ex Vessel		Bohx				
					145	06
CHARGES						
FREIGHT 3 50 Mon Jack II				3 61		
STORAGE		6		54		
INSPECTION		9		81		
TURNED 3 BROKE 6 DISHED HEADS				60		
INSURANCE ½%		145				
COMMISSION 2½%		362		5 07	10	63
			Net Proceeds		134	43

Pensacola, Fla.,
May 7 1928

WEST FLORIDA NAVAL STORES CO.,
Per M. Bennett

the said J. A. Vaughan, as said receiver, will remove all of the crude and manufactured turpentine, spirits of turpentine and rosin, and all other products including all crude turpentine in the boxes, and all products of the Gateswood Naval Stores Company at the said Gateswood Naval Stores Company's plant in Baldwin County, or which has been manufactured by them from the lands leased by the said Gateswood Naval Stores Company which leases expire on December 1, 1917, and sell said manufactured products at the highest cash market value, and to hold the proceeds derived from the sale thereof until the further orders of this Court.

It is further ordered, adjudged and decreed that the officers, agents and employees of the Gateswood Naval Stores Company deliver over to the said J. A. Vaughan, as such receiver, the possession of all of said property.

It is further ordered, adjudged and decreed by this Court that before the said J. A. Vaughan shall enter upon and assume the duties of such receiver, he will make and execute a bond in the sum of Eight Thousand and no/100 ($8,000.00) Dollars conditioned and payable as required by law, and approved by the Register of this Court, said bond to be payable to said Register, which bond shall, when executed, be filed in this cause.

This 18th day of Oct. 1917.

A. E. Gamble
Judge

#

Circuit Court
Bulloch County
In
Equity

Mrs Ella Moore
Alias Co

vs

Bulloch Moore
Alias Co. Et al

Filed in office
Oct 19th 1917
T. W. Pilcher
Register

Decree by Judge Graphl

RECORDED

WEST FLORIDA NAVAL STORES COMPANY, a Corporation,	IN THE CIRCUIT COURT OF
v.	BALDWIN COUNTY, ALABAMA,
GATESWOOD NAVAL STORES COMPANY, a Corporation, and G. F. TAYLOR.	IN EQUITY.

This cause coming on to be heard upon the application for the appointment of a receiver, as prayed for in the original bill, and same being submitted upon the original bill and the exhibits thereto, and it appearing to the Court that notice of the application for the appointment of a receiver having been waived, it is, therefore, ordered, adjudged and decreed by the Court that the complainant is entitled to a receiver, as prayed for, and upon the complainant executing bond in the sum of One Thousand and no/100 ($1,000.00) Dollars payable and conditioned as required by law, and approved by the Register of this Court, that J. A. Vaughan be and is hereby appointed receiver in this cause, and as such receiver, is authorized, empowered and directed to take possession of the following property:

All of the property of every kind, character and description of the Gateswood Naval Stores Company, a corporation, which property is mentioned, described and conveyed by that certain mortgage of the Gateswood Naval Stores Company to the West Florida Naval Stores Company, a copy of which mortgage is attached to the original bill in this case, and marked Exhibit "A", which is referred to and made a part of this decree.

As such receiver, the said J. A. Vaughan is authorized and directed to receive, hold, preserve and administer said estate under the orders and directions of this Court pending this litigation.

It is further ordered, adjudged and decreed that

LAW OFFICES
POWELL & HAMILTON
GREENVILLE, ALA.

D. M. POWELL.
C. E. HAMILTON.
C. E. HAMILTON, JR.

Feb. 16th, 1926.

Mr. T. W. Richerson,
Bay Minette, Ala.

Dear Sir:-

In re: West Florida Naval Stores Co.
vs: Gateswood Naval Stores Co.

Enclosed handing you the file in the above stated cause. Judge McMillan has rendered the final decree in the matter, which you will also find enclosed.

Please make out your bill of costs and send to me and same will be forwarded to our clients, West Florida Naval Stores Co., for attention.

With personal regards, I am,

Yours very truly,

C E Hamilton

H, SR:P.

P. S.

File has been sent by express prepaid.
C.E.H.

10ell

Amendment to answer
of Gateswood Naval Stores
Company.

Filed 2/25/1918
T L O Richmond
Register

RECORDED

STONE & STONE
ATTORNEYS
BAY MINETTE, ALABAMA

WEST FLORIDA NAVAL STORES CO.,
a corporation,
Complainant.

-vs-

GATESWOOD NAVAL STORES CO.,
a corporation, G. F. TAYLOR,
and JOHN A. CARLTON,
Defendants.

IN THE CIRCUIT COURT-EQUITY SIDE
STATE OF ALABAMA
BALDWIN COUNTY

By leave of the Court, first had and obtained, the defendant, Gateswood Naval Stores Company, amends the first paragraph of its answer to complainant's bill of Complaint in this cause filed, so that the same shall read as follows;

"1. Answering the first paragraph of the bill of complaint this defendant says that it admits complainant is a corporation organized under the laws of the State of Florida, but it denies that that corporation is authorized to do business in the State of Alabama; that John D. Leigh is its resident agent or that the said complainant was authorized to do business in the State of Alabama in the month of February,1916. And it denies that the said complainant was authorized to do business in the State of Alabama during the year 1917. And this defendant further answering says, that it is true that this defendant is a corporation under the laws of the State of Alabama, with its principal place of business in Baldwin County, Alabama. And further answering, this defendant says that it does not know whether the defendant G. F. Taylor is over the age of twenty-one years.

Stone & Stone
John C Avery
D O Smith
Solicitors of Gateswood Naval Stores Company.