

Filed Oct 29<sup>th</sup> 1919.  
D. W. Anderson  
Register

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RICKARBY, FRAZER & BEEBE  
LAWYERS  
ARCADE BUILDING

The said Albert Hedden, being first duly sworn to speak the truth, the whole truth and nothing but the truth, doth depose and say as follows, that is to say:

To the first interrogatory he sayeth: Albert Hedden, 33 years, Middlegrove, Fulton County, Illinois.

To the second interrogatory he sayeth: I am personally acquainted with William P. Myers and Charlotte S. Myers. I have worked for William P. Myers but never worked for Charlotte S. Myers. William P. Myers was the owner of the business. He is the man who hired and paid me for the work I did. I worked off and on for him in the early part of the year 1916, some before March 30, 1916, and some in the month of April, 1916. I was assisting him in shelling corn with this Port Huron outfit, that is to say, I was trying to shell corn with that outfit, but the engine and sheller were both in such a bad state of repair that they could not successfully be operated and he had to give up the job.

Subscribed and sworn to before me  
of December 1919.

Joseph Miller

Albert Hedden  
st day

Post Office Department  
OFFICIAL BUSINESS

Original Reg. No.

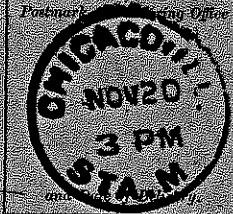
322

RETURN TO

*Friend*  
*11/22/1917*  
*W. W. Williams*  
*Regator*  
J. H. Richardson  
(Name of sender)

PENALTY FOR PRIVATE USE TO AVOID  
PAYMENT OF POSTAGE, \$800

Postmark



Street and Number,  
or Post Office Box,

Post Office at *Bay Mills*

County

State *Mich*

The postmaster who delivers the registered article must see that this card is properly signed, legibly postmarked, and mailed to the sender, without envelope or postage.

The said Joe Mason, being first duly sworn to speak the truth, the whole truth and nothing but the truth, doth depose and say as follows, that is to say:

To the first interrogatory he sayeth: Joe Mason, 19 years, Farmington, Illinois.

To the second interrogatory he sayeth: I know William P. Myers and Charlotte S. Myers. I have worked for William P. Myers. Never worked for Charlotte S. Myers. William P. Myers was the owner of the business, He hired and paid me for the work that I did for him. About April 17, 1916 and April 18, 1916 I worked for him for two days shelling corn, that is, I was trying to shell corn with this Port Huron outfit but the machinery was in such bad state of repair that I could not operate it.

*Joe Mason*

Subscribed and sworn to before me, this  
1st day of December, 1919.

*Samuel Miller*  
Commissioner.

The said W. T. Mason, being first duly sworn to speak the truth, the whole truth and nothing but the truth, doth depose and say as follows, that is to say:

To the first interrogatory he sayeth: W. T. Mason, 55 years, Farmington, Illinois. I have known William P. Myers and Charlotte S. Myers since April, 1915, and I know they are husband and wife.

To the second interrogatory he sayeth: I was not the agent or assisting them or either of them nor have I any knowledge of the dealings they or either of them had in purchasing or making application to purchase machine of the Southwestern Port Huron Company of Peoria, Illinois, at the time the same was purchased. The knowledge I have of the transaction is that which I received from William P. Myers.

To the third interrogatory he sayeth: I saw the order only. I could not positively say as I did not read the original over carefully. That order was honored or at least he got the machinery to my own knowledge.

To the fourth interrogatory he sayeth: They did not jointly make an order for the same property on September 7, 1915. I have examined Exhibit 2 which purports to be a copy of the original of an order made jointly by William P. Myers and Charlotte S. Myers. I have no knowledge of their ever having made any such a joint order. The only order that I know of, made under date of September 7, 1915, and which was honored by the company and the property delivered, was the one made by William P. Myers himself. I was never present with Mr. Myers and the agents of the company during their negotiations for the making of the order referred to, so that I cannot make any further answer on that subject. I do not know whether it was suggested by the company's agent that they would honor the order of William P. Myers, provided his wife would join in making the order, and give a mortgage on her

Baldwin County land to secure the purchase price, as I was not personally present. The agent's name, as I understand, was Crosby. All I know about the making of the mortgage to secure the first order given by William P. Myers was that I saw them going into the bank at Farmington, Illinois, to execute the mortgage before the Notary Public, the banker.

To the fifth interrogatory he sayeth: I know nothing about William P. Myers transactions; if he had any on February 7, 1916 and March 16, 1916, with this company in question and whether these exhibits 1 and E are originals or true copies of such papers, I know nothing and I do not know whether such orders were ever honored, if he gave them, as I have no knowledge of any such transactions.

To the sixth interrogatory he sayeth: About September, 1916, the agent of the company at Peoria, Illinois, told me that his company had bought from William P. Myers the property that was sold to him under his order of September 7, 1915, and that it had bought it about March 30, 1916, when the company resold it to Charlotte S. Myers, his wife, together with a new separator 36x60, which they failed to deliver. I saw the copies of the order and then the agent also told me, as I have before stated, in September, 1916, that she had bought this old machinery and given an order for a new separator.

I have examined Exhibits D and E and they are true copies, as far as I know and as I now understand, of the orders that were shown me at the time they were made, with the exception of the pencil writing on the top of Exhibit D, which stated to take the machinery "where it was and as it was", which I do not think was on the original.

I do not know why the transfer was made by William P. Myers to the company and the order then given by Mrs. Myers for a re-purchase, only as he was needing a new separator in his business. I do not know at whose suggestion or with whose knowledge it was done.

I was not present at the time of the transaction. I do not know whether this method was used to lend Mrs. Myers' credit to Mr. Myers or whether the company's agent knew it and who was to own the machinery, but I do know that William P. Myers on his own account took possession of the old machinery and exercised ownership over it and tried to operate it; that he took contracts from people in the neighborhood to do corn shelling for them and could not do the work on account of the machinery being in such state of repair that it could not be successfully operated; that Mrs. Myers had no interest whatever and took no part in any of those transactions just referred to.

To the seventh interrogatory he sayeth: As I have said, I was not present at the negotiations between the agents of the company and Mr. and Mrs. Myers that took place March 30, 1916. All that I do know in regard to that transaction is that the new machinery or separator was never delivered either to Mr. or Mrs. Myers. I saw the original of the letter that Mrs. Myers wrote to the company about June, 1916, a copy of which is attached hereto and marked Exhibit C-2, and that about September, 1916, at the request of Mrs. Myers I went to Peoria, Illinois, and called on the agents of the company and told them that Mrs. Myers would yet go through with the transaction of March 30, 1916, if the company would deliver the new machinery and repair the old and put it in good working order and the agent said ~~the~~ the company would do nothing further without additional security.

To the eighth interrogatory he sayeth: Personally I do not know what the company agreed to in regard to putting the old property in running condition at the time of the transaction of March 30, 1916, for the reason as I have said that I was not present at that time, but I do know that the old machinery was never put in repair and in good working order after March 30, 1916.

To the ninth interrogatory he sayeth: Mr. Myers, after the transaction

of March 30, 1916, attempted to operate the old machinery but whether he did so with the intention of assuming control or exercising ownership over it I could not say; only from what he stated I know he could not operate it.

To the tenth interrogatory he sayeth: I never saw the originals of any of the exhibits except the original of Mrs. Myers' letter which has been referred to as Exhibit C-Z and that was in her possession just after she had written it and just before she mailed it to the company.

.....

To the first cross interrogatory he sayeth: The exhibits attached are substantially true copies of the originals so far as I know except Exhibit 2 of which I never saw the original nor any copy of it and never knew there was such an order until I saw a copy of it attached to the interrogatories to which I have been asked to testify. I think what I have said, so far as I have been interrogated about the exhibit, is about the substance of the contents of the same.

To the second cross interrogatory he sayeth: As I have stated, I was never present at the time any of the transactions in question took place and all conversations about which I testified as having had with William P. Myers and Charlotte S. Myers took place at Farmington, Illinois, and the conversations that I had with the agent of the company was at its office in Peoria, Illinois, about September, 1916, and the substance of the conversation between him and me at that time was that Mrs. Myers yet stood ready to go through with the transaction of March 30, 1916, providing the company would deliver the new machinery and put the old machinery in good working order, which the agent of the company said they would not do unless additional security was given. I think the name of the agent or General Manager of the company to whom I talked at Peoria, Illinois, at that time was Mr. Kynch or some such name.

Subscribed and sworn to before me,  
this 1st day of December, 1919.

*Samuel Miller*  
Commissioner.

*W. J. Mason*



deliver the new machinery and their agreement to put the old machinery in a good state of repair and running order, I know that the copy of my letter attached hereto as an exhibit contains the substance of what I wrote. The original was mailed to the company's office at Peoria, Illinois, as I have testified, and was never returned to me, and it was mailed about the date that the copy referred to in my testimony as Exhibit C-2 purports to bear.

To second cross interrogatory she sayeth: I never had but the one conversation with the agents of the company and that took place at Farmington, Illinois, March 30, 1916, the day that I executed the order or orders about which I have testified, and at that time there were present the agents of the company, Crosby & Stewart, myself and my husband, and those were the names of all the parties that participated in the transaction that took place at that time and the substance of what was then said in regard to the transaction was, that my husband would sell back the old machinery to the company and in consideration of his doing that they were to surrender and deliver up his note or notes and my mortgage given to secure his first order; that I was to re-buy from the company this old machinery and, as my husband needed some new machinery in his business, particularly a new separator, in further consideration of my buying back the old machinery and giving order for this new machinery, they would cancel the old note or notes and mortgage and take new note or notes and mortgage to secure the orders which I was to and did sign and deliver to these agents, together with the new note or notes and new mortgage. The company was to return these new notes and mortgage to me if the order for the new machinery was not honored and the machinery delivered. The company was also to put the old machinery in good repair and working order. It was stated there at that time as a part of the conversation that I was buying this old machinery and giving the order for the new machinery for

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my husband, to be used in his business; in other words it was stated and so understood between us at that time that I was simply lending my credit to the company for the benefit of my husband.

*Charlotte S. Myers*

Subscribed and sworn to before me, this  
1st day of December, 1919.

*Samuel Miller*  
Commissioner

I have examined Exhibit C-Z and the same is a true copy of letter written by me to the company, notifying it that I would not accept the old machinery on account of it having failed to honor the order for the new machinery. The original of this letter was mailed, postage prepaid, to the company at Peoria, Illinois, and the letter has never been returned to me.

To the eighth interrogatory she sayeth: The company as a part of the March 30, 1916, transaction agreed to put the old machinery in good running order and that was never done at any time afterwards.

To the ninth interrogatory she sayeth: The exhibits attached are copies of originals as far as I know, as I have not now and never have had the originals of any of those exhibits in my possession, except the original of my letter Marked Exhibit C-Z, which I mailed as above explained. All of these exhibits, as far as I know, were turned over to the company and when last seen were in the possession of the company or its agents, except the original of my letter which I mailed to the company, as I have stated, and which has never been returned to me.

.....

To first cross interrogatory she sayeth: I never saw the original or originals of the orders made by my husband in August or September, 1915. The last I saw of the originals of the order or orders of March 30, 1916, was at Farmington, Illinois, when they were signed in the presence of the agents to whom they were delivered and taken away. I do not now remember everything that was in the original of any of these documents but I do remember clearly at this time the substance of them. As to the original of the letter which I wrote them, about which I have testified, notifying them of my refusal to go through with the transaction of March 30, 1916, on account of the company's failure to

The said Charles Stuckelbee, being first duly sworn to speak the truth, the whole truth and nothing but the truth, doth depose and say as follows, that is to say:

To the first interrogatory he sayeth: Charlie Stuckelbee, 34 years, Middlegrove, Fulton County, Illinois.

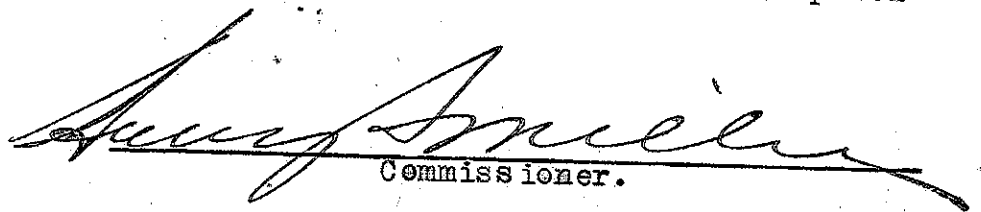
To the second interrogatory he sayeth: I am personally acquainted with William P. Myers and Charlotte S. Myers, his wife. I never worked for Mrs. Myers but I have worked for William P. Myers. He was the owner of the business. He is the man who hired and paid me for the work I did. On April 13, 1916, I helped him repair the engine so we could move it, and on April 17, 1916, we moved it near Cramer, Illinois, and on April 18, 1916, we shelled corn, or rather tried to shell corn. The engine was in bad repair, it leaked bad, and we gave up the job. We had more corn at that time to shell but I refused to run it longer because it was leaking bad and was really dangerous. It was leaking so badly that we could scarcely keep it running.

*Charles Stuckelbee.*

Subscribed and sworn to before me, this  
1st day of December, 1919.

*Harry Smiley*  
Commissioner.

I, Harry S. Miller, the undersigned, Commissioner in said Commission named, hereby certify that I am not of counsel or of kin to any of the parties to this cause, nor in any manner interested in the result thereof; that I am personally acquainted with the said witnesses William P. Myers, Charlotte S. Myers, Charles Stuckelbee, W.T. Mason, Joe Mason, and Albert Hedden, and know them and each of them to be the identical person named in said commission; that they and each of them were sworn and examined as above stated, and that the evidence of each of them was taken down as near as might be in his or her own language and was subscribed by each of them in my presence on the 1st day of December, 1919, at the place above stated in the caption hereof.

  
Commissioner.

The said Charlotte S. Myers, being first duly sworn, to speak the truth, the whole truth and nothing but the truth, doth depose and say as follows, that is to say:

To the first interrogatory she sayeth: Charlotte S. Myers, 33 years, Washburn, Illinois. I am the wife of William P. Myers and with him one of the defendants in the case of Alfred C. Steenberg, Trustee, vs. Charlotte S. Myers and William P. Myers, now pending in the Circuit Court of Baldwin County, Alabama, Equity No. 55.

To the second interrogatory she sayeth: My husband was engaged in the business of public thresher in 1915 and 1916. I was not a partner in his business nor in any way owner or interested in such business.

To the third interrogatory she sayeth: I know nothing of the order of September 7, 1915, given by my husband, William P. Myers, except what I learned from him. He alone gave the order to the Southwestern Port Huron Company of Peoria, Illinois, for certain machinery, including one rebuilt Port Huron engine complete with canopy top, and as far as I know the order was honored.

To the fourth interrogatory she sayeth: I did not join with him in making an order for the machinery included in that order or for any other machinery that he may have ordered prior to September 7, 1915. The order in which I joined or signed was subsequent to the order of September 7, 1915, which was made about March 30, 1916, and in joining in this order of March 30, 1916 I merely did so to lend my credit to him, as I was in no way interested financially or otherwise as owner in the business which he was then conducting or in the property purchased under this order, and the real estate mortgage which was first given to secure this indebtedness was incurred under this order, which was the order of September 7, 1915. It was at the request of the company's agents that I joined in this order or orders of March 30, 1916.

I have examined Exhibit A-1 and Exhibit R and they are

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not the original orders but are copies of the same as far as I know. I understand that on February 7, 1916 and March 16, 1916, my husband, William P. Myers, on his own account, ordered from the company certain machinery but neither of those orders were honored and why they were not honored I do not know.

To the sixth interrogatory she sayeth: On March 30, 1916, I made an order to the company signed by myself alone for certain old machinery that my husband that day sold to the company and as a part of that transaction and order; it was for additional machinery. My husband had to have more machinery and for that reason I made this order for the old machinery and for additional machinery. The consideration from the company to Mr. Myers for his transferring this old machinery back to them was that the company would surrender up and cancel the notes and mortgages they then held and release the same of record in the County where my land was located, and I was then to make an individual order, and new note or notes and new mortgage were to be given as part of that transaction and I did make a new note or notes and mortgage at that time and delivered them to the company or its agents. The first or original mortgage which I gave to secure the indebtedness under the order of September 7, 1915, was never, in accordance with the agreement of March 30, 1916, delivered up by the company and cancelled of record in the county where the lands are located. These orders were made at the solicitation of my husband in order that he might procure the additional machinery on my credit and I gave a mortgage on my Baldwin County, Alabama, lands which are the subject of this suit, to secure the indebtedness under those orders. This method of adjusting his financial matters with the company was demanded of him by the company's agents.

I have examined Exhibit D and Exhibit E and they are true copies of the original orders, as far as I know, except in Exhibit D wherein it was written in pencil at the top "where it is and as it is" - meaning that I would take the old machinery where it was and as it was

at that time. The mortgage herein sought to be foreclosed was given solely to secure the indebtedness incurred under both of the orders of March 30, 1916. That is, it was to secure the purchase price of the old machinery and the purchase price of the new machinery or separator.

I was not to be the owner in the event the orders were filled but Mr. Myers, my husband, was to be the sole and exclusive owner and I had no financial interest in the property as owner or partner with him, as it was to belong to him exclusively, and as of his own property. By the transaction I was merely lending my credit to the company for his benefit and the company or its agents had full knowledge of such facts, as it was done at their suggestion. The names of these agents as I now recall was Crosby & Stewart, who maintained the office of the company at Peoria, Illinois.

To the seventh interrogatory she sayeth: These orders were to be considered jointly and my acceptance of the old machinery was dependent upon the company's honoring the order for the new machinery and the company's agent fully understood the transaction in that way at that time. The order for the new machinery was never honored. I have never at any time, or any one else for me as my agent, assumed control or operated or used this old machinery but Mr. Myers, my husband, on his own account and for himself has tried to use and operate it but it was in such bad state of repair that it could not be used in his business for any practical purpose. This old machinery on March 30, 1916, was located on the William Norton farm, about five miles West of Farmington, Illinois. I have never seen the machinery since then. This machinery was then located on the Norton farm at the time of the transaction referred to as of March 30, 1916, when it was transferred by my husband to the company and then by the company sold to me, as I have above explained. After the company failed to honor the order for the new machinery I notified it by letter that I would not accept the old machinery.



I sold or turned the property back to the company that was bought September 7, 1915, in consideration that the company was to turn back my notes and the security. The company did not pay me any money. The transfer was made by me to the company in satisfaction of my indebtedness to it. (It was nearly two years after I delivered the property back to the company before I got my notes back, but they never cancelled or delivered back to me or to my wife, Charlotte, S. Myers, the mortgage given on her Alabama land which was the subject of this suit, which was given to secure the note or notes.) On the same day Mrs. Myers ordered of them the same machinery (and the sale was made to them and order given by Mrs. Myers that I might get a separator.) I talked with the agents of the company, Crosby & Stewart, about the purchase of other machinery, including a 36x60 Port Huron Separator new. Mrs. Myers procured this order for the new separator at the request of the agents of the Port Huron Company.

(It was on March 29, 1916, they called up at my house and asked for me and my wife to come to Farmington the next day.) (We went down there and that is when they proposed to take this machinery back and re-sell it to her and by doing that, and she would re-buy it, they would furnish the separator to go with the engine, ) (They took back this rebuilt engine and sheller and the order was signed.) (They never furnished the separator.) (This additional machinery was wanted by me and not by Mrs. Myers.) (I was to conduct the business of public thresher and it was to be conducted in my own name and for myself, not as agent for Mrs. Myers.) (These transactions were simply an indirect way to make Mrs. Myers surety only for the debt.) (She was not interested in the business nor to become interested in it except as surety for me.) I do not remember the name of the company's agent who conducted the negotiations in the first transaction, August, 1915. As I remember the name of the agent who conducted the negotiations

action the latter part of March, 1916, was conducted by agents Crosby & Stewart, (and these various agents all knew the full facts), and (the last transaction referred to in the latter part of March, 1916, were at the instigation of the agents Crosby & Stewart, and they knew that Mrs. Myers was merely acting to secure the debt.)

To the ninth interrogatory he sayeth: (Mrs. Myers, consented to make the application for the purchase of the old machinery in order to procure the additional machinery which I needed in the conduct of the business of public thresher. The two orders were considered jointly as one and her acceptance of the one depended on both being honored and it was so stated by her and by myself to the agent at the time and the agent fully understood it in that way. The order for the new machinery, which was the separator, was never at any time afterwards honored or filled and that she notified the company or its agents that she could not accept the old machinery unless the new machinery was delivered in accordance with the understanding we then had. The old machinery was then on the William Norton farm about five miles West of Farmington, Illinois, on March 30, 1916, and I then told the agents where the old machinery was located. I assumed control over it after that date but my wife never assumed any control, and I used this old machinery after that - that is, I tried to use it - and I immediately afterwards notified the company's office at Peoria, Illinois, to that effect.

To the tenth interrogatory he sayeth: I have examined Exhibits D and E and find them to be true copies as far as I now know, except that in Exhibit D where it was written on the top in pencil "where it is and as it is". They are true copies except that.

The mortgage on the Baldwin County lands given by Mrs. Myers was to secure the indebtedness under both of these orders of March 30, 1916. It was definitely understood between myself, Mrs. Myers and the agents of the company that if the additional order for this new machinery

namely the separator, was not honored, the entire transaction was to be void and cancelled and the note and mortgage on the Alabama lands, which is made the subject of this suit, should be cancelled and surrendered up and released of record in the county where the lands were situated.

To the eleventh interrogatory he sayeth: It was given to secure my debt.

To the twelfth interrogatory he sayeth: The attached exhibits are only copies of the originals and I or Mrs. Myers have not the originals. The company has the originals. Myself or Mrs. Myers have not the originals of these orders and never had after they were signed but they were turned over to the company or its agents and, so far as I know, have ever been in their hands; the last time I saw them they were in the possession of the company or its agents.

To the first cross interrogatory he sayeth: When I last saw the original documents of the exhibits about which I have testified, they were in the hands of the company or its agents on or about the date the same were made; I have had no opportunity to compare the copies to which I have referred, with the originals, and do not pretend to state; that I do not now remember everything that was in the original documents but I do say that I have stated the substance of the same.

To the second cross interrogatory he sayeth: I cannot now say exactly as to where the different conversations relating to the different transactions in question took place, except that part of the conversations and transactions took place either at the office of the company in Peoria, Illinois, or in Farmington, Illinois, or at my home; that the conversations took place in August and September, 1915. There was nobody present, as I now remember, except the agent of the company (whose name it seems to me was Kynch or something like that) and myself;

and those present in Farmington, Illinois, when the transaction of March 30, 1916, took place were the agents of the company, Crosby & Stewart, or one of them, and myself. I do not now recall the chief details of the conversation that took place on these different occasions but the substance of conversation that took place in August, 1915, was to the effect that I was to get new machinery and that under the order of September 7, 1915, that transaction was cancelled and, as provided in the order last referred to, a rebuilt Port Huron engine was to be substituted for the new and I was to give a note or notes for the purchase price, to be secured by a mortgage to be given by my wife on her Baldwin County, Alabama, land, and that the purchase of this machinery was solely upon my own account, to be used in my own individual business, and that my wife, or any one else, did not have or was not to have any interest in the business. That order was honored and the rebuilt Port Huron engine was afterwards delivered to me.

Then about March 30, 1916, at Farmington, Illinois, with one or both of the agents of the Port Huron Company, my wife was present and it was agreed that I should and did sell this old machinery back to the company and as I was needing some new machinery, particularly a new separator, in my business, after we had talked the matter over along that line, on suggestion of the agents I was to sell them back this old machinery and then my wife was to rebuy it back from the company for me and they would turn it over to her for me and deliver to her for me a new separator, which was the new machinery that I was to get under the new arrangement or agreement, and the orders were accordingly signed up by her and (at that time these agents knew that this old machinery was located out on the Norton farm about five miles from Farmington; that my wife was not to be obligated to buy this old machinery unless the order for the new separator was honored and delivered

ing the purchase price of the old machinery and new separator, to be secured by mortgage on her lands in Baldwin County, Alabama. ) Those notes and the mortgage were made and delivered to the company in pursuance of that arrangement, but after the company obtained the new notes and mortgage they refused and failed to deliver the new separator.) (As a part of that transaction of March 30, 1916, and as a part of the consideration of the transaction the company was to put this old machinery in good working order and to deliver back to me cancelled my note or notes given under the contract of September 7, 1915, and cancel the mortgage or release the same of record that was given to secure those old notes. About two years afterwards they turned the notes back to me but never cancelled and delivered back the first mortgage that was given.) That in substance as I now remember is about all the conversation that took place between us at that time.

*William P. Myers*

Subscribed and sworn to before me, this  
1st day of December, 1919.

*W. P. Myers*  
Commissioner.

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To the fifth interrogatory he sayeth: No, I only made the one order, that given on the 7th of September, 1915, the one referred to in my answer to Interrogatory Fourth. Could not give you the exact date but it was some time the fore part of August, 1915, I gave them an order for a 19 Horse engine and sheller. Then on September 7, 1915, I gave an order for rebuilt engine and the other order was cancelled. It was never filled. Nothing ever came of it. No, that was not signed by Charlotte S. Myers upon the suggestion of the company's agent or anybody else. She was in no way interested in the purchase of this property. A mortgage on her land in Alabama which is the subject of this suit was given as security for this debt created under the order of September 7, 1915, referred to in my answer to Interrogatory Fourth. She did not sign the order as security nor was she joint owner in the business that was conducted by me and the only security that she gave for the debt in question was on her land in Alabama, which is the subject of this suit, as she had no interest whatever as owner in the business. The property covered in the first order was for a new engine and the one in the second order was for a rebuilt engine. I do not now know the name of the agent who took the first order, but the name of the agent of the company that took the last order was Mr. Kynch.

To the sixth interrogatory he sayeth: I ordered just the one 24 H.P. engine new. Mrs. Myers did not join in this order. The order was not accepted but was rejected. Have examined Exhibit 1 and that is a correct copy of the original as far as I know.

State of Alabama ) In the Circuit Court of  
Baldwin County ) ss. said Baldwin County.

Alfred C. Steenberg, Trustee, )  
complainant, )  
vs. ) In Equity No. 55.  
Charlotte S. Myers and William )  
P. Myers, respondents, )

Depositions of William P. Myers, Charlotte B. Myers, Charles Stuckelbee, W. T. Mason, Joe Mason, Albert Hedden, the witnesses sworn on the 1st day of December, 1919, at the offices of Harry S. Miller, 606-7-8 Lehmann Building, in the City of Peoria, County of Peoria and State of Illinois, under and by virtue of a commission issued out of the Circuit Court of said Baldwin County, in a certain cause therein pending between Alfred C. Steenberg, as Trustee, complainant, and Charlotte S. Myers and William P. Myers, respondents.

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The said William P. Myers, being first duly sworn to speak the truth, the whole truth and nothing but the truth, doth depose and say as follows, that is to say:

To the first interrogatory he sayeth: William P. Myers, 43 years old, Washburn, Illinois, R.F.D. 3, Box 20.

To the second interrogatory he sayeth: Yes.

To the third interrogatory he sayeth: Public thresher. Have been conducting that business individually and not with any partner.

versation or transaction.

CROSS INTERROGATORIES PROPOUNDED SEPARATELY TO  
EACH OF THE FOLLOWING WITNESSES: JOE MASON,  
ALBERT HEDDIN AND CHARLES STUCKELBEE.

1. If in answer to direct interrogatories, you have undertaken to state that you did work for Wm. P. Myers or Charlotte S. Myers or both of them, and if you have also undertaken to state who owned the business, please set out fully and in detail all sources of information that you have as to who owned the business about which you have testified.

Harvey J. Smith & Coffey  
Attorneys for Complainant.



Filed  
Nov 3rd 1919  
T. W. Richardson  
Register

ALFRED C. STEENBERG, as  
Trustee,  
Complainant.

-vs-

CHARLOTTE S. MYERS and WILLIAM  
P. MYERS,  
Respondents.

CIRCUIT COURT OF BALDWIN COUNTY.  
IN EQUITY. NO. 55.

Now comes the complainant in the above entitled cause and objects separately and severally to each question propounded to the witness Wm. P. Myers, separately and severally in each of the following interrogatories, namely, - first, second, third, fourth, fifth, sixth, seventh, eighth, ninth, tenth and eleventh, and for grounds of objection to each of said questions, assigns, separately and severally, the following:-

1. Because the same calls for irrelevant testimony.
2. Because the same calls for incompetent testimony.
3. Because the same calls for immaterial testimony.
4. Because the same calls for the mere opinion or conclusion of the witness.
5. Because the same calls for a legal conclusion.
6. Because the same calls for evidence that is not the best evidence.
7. Because the same calls for hearsay testimony.

The complainant objects, separately and severally, to each question propounded to the witness Charlotte S. Myers in each of the following interrogatories propounded to her, namely, - third, fourth, fifth, sixth, seventh, eighth and ninth, and for grounds of objection, assigns, separately and severally, to each of said questions, the following:-

1. Because the same calls for irrelevant testimony.
  2. Because the same calls for incompetent testimony.
  3. Because the same calls for immaterial testimony.
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4. Because the same calls for the mere opinion or conclusion of the witness.

5. Because the same calls for a legal conclusion.

6. Because the same calls for evidence that is not the best evidence.

7. Because the same calls for hearsay testimony.

The complainant objects, separately and severally, to each question propounded to the witness C. C. Saunders and separately and severally to each question propounded to the witness W. T. Mason in the following interrogatories propounded to each of said witnesses, namely, - second, third, fourth, fifth, sixth, seventh, eighth, ninth, and tenth, and for grounds of objection assigns, separately and severally, to each of said questions as propounded to each of said witnesses, the following:-

1. Because the same calls for irrelevant testimony.

2. Because the same calls for incompetent testimony.

3. Because the same calls for immaterial testimony.

4. Because the same calls for the mere opinion or conclusion of the witness.

5. Because the same calls for a legal conclusion.

6. Because the same calls for evidence that is not the best evidence.

7. Because the same calls for hearsay testimony.

The complainant objects to each question propounded to the witness Joe Mason and to each question propounded to the witness Albert Heddin and to each question propounded to the witness Charles Stuckelbee in the second interrogatory propounded to each of said witnesses and for grounds of objection, separately and severally to each of said questions as propounded to each of said witnesses, assigns, separately and severally, the following:-

1. Because the same calls for irrelevant testimony.

2. Because the same calls for incompetent testimony.

3. Because the same calls for immaterial testimony.
4. Because the same calls for the mere opinion or conclusion of the witness.
5. Because the same calls for a legal conclusion.
6. Because the same calls for evidence that is not the best evidence.
7. Because the same calls for hearsay testimony.

*Harry J. Smith Coffey*  
Attorneys for Complainant.

CROSS INTERROGATORIES TO CHARLOTTE S. MYERS, WILLIAM P.  
MYERS, C. C. SAUNDERS AND W. T. MASON.

The complainant without waiving the above and foregoing objections to interrogatories, propounds the following cross interrogatories, separately to the witness Charlotte S. Myers, separately to the witness Wm. P. Myers, separately to the witness C. C. Saunders and separately to the witness W. T. Mason:-

1. If in answer to direct interrogatories, you have undertaken to say that any of the exhibits attached to the direct interrogatories are true copies of the original or originals, then please state when you last saw the original document, where the same then was and state whether you compared the copy, which is attached as an exhibit, with the original. Also please state whether you remember at this date everything that was in the original document.

2. If in answer to direct interrogatories propounded to you, you have undertaken to state any conversation or conversations or have undertaken to testify to any transaction or transactions, then please state as to each such conversation and as to each such transaction where the same took place, the names of each and every party participating therein and exactly what was said or done by each party participating in each such con-

Farmington, Illinois.  
June, 1916.

Southwestern Port Huron,  
Peoria, Illinois.

Gentlemen:-

As much as you failed to carry out your contract with me I do not recognize this property as mine. You never delivered it into my possession, nor did you deliver the property which I had bought in addition, but retained a part of my order when the whole matter was one entire contract. It is up to you to do what you think is in your interest and I shall protect mine when you act.

Yours very truly,  
Charlotte S. Myers.

*Exhibit C-7*

EXHIBIT "E"

-3-

Phone yes. . . Central Middle Grove. . . County of Fulton. . . .  
State of Illinois.

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If this order includes more than one machine or attachment, it is understood to be a separate and distinct order for each of said machines and said attachments at separate prices, which prices bear the same ratio to the total price as the list price of each bears to the total list price of all as shown in the price list issued by the Company; and the Warranty applies to each separate machine or attachment; and the failure of one machine or attachment shall not relieve the purchaser from liability to pay for the others. This order is subject to approval of the Southwest-Port Huron Co., Peoria, Illinois.

If, for any reason, the purchaser fails to accept and settle for the machinery ordered, he will, if the Company so elects and demands, pay to the Company, in lieu of the enforcement of this contract, as liquidated damages, a sum equal to 10 per cent of the list price, and, if shipment has been made, freight from the factory and return, demurrage, cartage, loading and unloading expense, experting and all other similar expense actually incurred by reason of the shipment and attempted delivery of said machinery.

The title to said goods shall remain in the Company until the purchase price is paid or satisfactorily secured, but this shall not reduce the liability of the purchaser from the time of delivery aforesaid.

**WARRANTY.**

**Working.-** This machinery is warranted to do well the work for which it is intended, if properly operated by competent persons.

If the purchaser does not notify the Company to the contrary, by registered letter to the Company at its home office in Peoria, Illinois, within five days from first day's use, the machinery shall be considered as satisfying all warranties except as to materials.

If any machine or attachment does not fulfill the warranty, the Company shall furnish one which does, or refund its purchase price, and this shall be the limit of the Company's liability.

**Materials and Workmanship.-** This machinery is warranted to be well made of good materials, and if any part breaks within one year from delivery because of defect, the Company shall furnish a duplicate part upon delivery to it of the broken part, and this shall be the limit of the Company's liability for such defect.

**Change in Warranty.-** This warranty can not be changed except in writing by an officer of the Company; no employe mechanical expert, or selling agent can change any provision thereof or notice required, nor shall any action by the Company or any agent taken to remedy any defect complained of be a waiver of the registered notice of dissatisfaction or complaint herein required.

Second hand goods, Also machines specially built to order, and machines built by other than Port Huron Engine & Thresher Co., are not warranted by the Company in any respect.

Sign here	Post Office.	R. F. D.	Township	Nearest
			in	Steam or
			which	Electric
	Farmington		purchaser	Station.
			resides,	
Charlotte S. Myers }				) 1 1/2
				) miles
				W.

EXHIBIT "E"

Threshing Machinery Order Form No. 3456-2,000-3 '15. 7520.

TO THE SOUTHWESTERN-PORT HURON CO., Peoria, Illinois.

Dated Farmington 3/30 1916.

You may deliver to me on board cars at your factory, or where manufactured, on or about the 1st of June, 1916, or as soon thereafter as possible, consigned to your order at Farmington, County of Fulton, State of Illinois. . . . .Route. . . . . the following mentioned goods:

Quantity	Name of article (Only goods specified hereunder will be furnished.)	List Price.
1	36 X 60 Port Huron Septr. Nesr.	
1	" " Feeder.	
1	" " Wind Stacker.	
1	Hart Beet and Bucket Weigher.	
1	150' 8" 4 Ply Drive Belt.	
1	18 X 36 Canvass Cover.	

6

Undersigned will receive the machinery, (The word "machinery" wherever appearing in this order shall be construed to include all articles herein ordered) pay the freight and charges, and pay to the Company on or before the arrival of said machinery, the sum of One Thousand Ninety-five and 35/100 Dollars, in the following manner, viz;

	Cash	\$		
Note due Oct. 1, 1916	\$280		Note due Aug. 15, 1916	\$100.00
Note due " " 1917	\$280.00		Note due Aug. 15, 1917	\$100.00
Note due " " 1918	\$285.35			

)These two notes are given for  
Note due September 15, 1916 \$125.00) Wind or Sattley Stacker.  
Note due September 15, 1917 \$125.00)

Notes to bear interest at 6% legal rate from date of delivery of the machinery until paid:

Notes to be made PAYABLE AT Steenberg BK. Farmington.

Also, in part payment of above purchase price, will deliver the following property, free from encumbrance, loaded free on board cars at. . . . .and complete wnd in running order excepting. . . . .  
 . . . . .Engine, Plain, built by. . . . .in year. . . . .  
 Size. . . . .

Also. . . . .

(Describe in detail fully. If a Separator or other machine or a discount, change accordingly. Cross out all that does not apply.)

This order when accepted and completed on part of vendor by delivery of machinery hereby purchased shall operate as and be an absolute transfer of title to the articles given in part payment.

Undersigned will furnish satisfactory security for the prompt payment of notes in the following manner: Chattel mortgage on the above described machinery and also mortgage on the following property, free of encumbrance: Farmers contract.

- 1 21 H. P. H. Eng.
  - 1 Senior Corn Sheller.
- Also R. E. Mtg. on 161 acres land in Baldwin Co. Ala.



machines and said attachments at separate prices, which prices bear the same ratio to the total price as the list price of each bears to the total list price of all as shown in the price list issued by the Company; and the Warranty applies to each separate machine or attachment; and the failure of one machine or attachment shall not relieve the purchaser from liability to pay for the others. This order is subject to approval of the Southwestern - Port Huron Co., Peoria, Illinois.

If, for any reason, the purchaser fails to accept and settle for the machinery ordered, he will, if the Company so elects and demands, pay to the Company, in lieu of the enforcement of this contract, as liquidated damages, a sum equal to 10 per cent of the list price, and, if shipment has been made, freight from the factory and return demurrage, cartage, loading and unloading expense, expediting and all other similar expense actually incurred by reason of the shipment and attempted delivery of said machinery.

The title to said goods shall remain in the Company until the purchase price is paid or satisfactorily secured, but this shall not reduce the liability of the purchaser from the time of delivery aforesaid.

**WARRANTY.**

**Working.-** This machinery is warranted to do well the work for which it is intended, if properly operated by competent persons.

If the purchaser does not notify the Company to the contrary, by registered letter to the Company at its home office in Peoria, Illinois, within five days from first day's use, the machinery shall be considered as satisfying all warranties except as to materials.

If any machine or attachment does not fulfill the warranty, the Company shall furnish one which does, or refund its purchase price and this shall be the limit of the Company's liability.

**Materials and Workmanship.-** This machinery is warranted to be well made of good materials, and if any part breaks within one year from delivery because of defect, the Company shall furnish a duplicate part upon delivery to it of the broken part, and this shall be the limit of the Company's liability for such defect.

**Change in Warranty.-** This warranty can not be changed except in writing by an officer of the Company; no employe mechanical expert, or selling agent can change any provision thereof or notice required nor shall any action by the Company or any agent taken to remedy any defect complained of be a waiver of the registered notice of dissatisfaction or complaint herein required.

Second hand goods, also machines especially built to order and machines built by other than Port Huron Engine & Turpentine Company, are not warranted by the Company in any respect.

SIGN HERE	POST OFFICE	R.B.D.	TOWNSHIP (in which purchaser resides)	NEAREST STEAM OR ELECTRIC STATION.
Charlotte S. Myers )	Farmington )	)	Farmington	4 1/2 miles West.

Phone yes. . . . .Central. . . . .Middle Grove. . . . .

County of Fulton, State of Illinois.

*Carroll*  
*W. H. Hubert*

EXHIBIT "D"

Threshing Machinery Order Form No. 3456-2,000-3'15. 7520.  
To the SOUTHWESTERN\*-PORT HURON CO., Peoria, Illinois.

Dated Farmington, 3/30 1916.

You may deliver to me where it is and as it is. . . . 30 of  
Mar., 1916, or as soon thereafter as possible, consigned to  
your order at. . . . County of. . . .  
State of. . . . Route. . . .  
the following mentioned goods:

Quantity	Name of article (Only goods specified hereunder will be furnished)	List price.
1	21 H. P. P. Huron Comp. Engine Second hand	" "
1	Senior P. Huron Corn Sheller #2334	" "
1	80' 8" 4 Ply Drive Belt	" "
1	#8 Tank Pump Outfit	" "
1	12 Brl. 20 Gal. Water Tank	" "
1	16X27 Canvas Cover	" "

Undersigned will receive the machinery, (the word "Machinery" wherever appearing in this order shall be construed to include all articles herein ordered) pay the freight and charges and pay to the Company on or before the arrival of said machinery, the sum of Eighteen hundred and Nine and 34/100 Dollars.

		Cash \$	
Note due Sept. 1, 1916	\$100.00	Note due Sept. 1, 1918	\$100.00
Note due Apr. 1, 1917	\$359.34	Note due Apr. 1, 1919	350.00
Note due Sept. 1, 1917	100.00	Note due Sept. 1, 1919	100.00
Note due Apr. 1, 1918	350.00	Note due Apr. 1, 1920	350.00

Note due September 1, 191. . . \$ . . . ) These two notes are given  
Note due September 1, 191. . . \$ . . . ) for Wind or Sattley Stacker.

Note to bear interest at highest legal rate from date of delivery of the machinery until paid.  
Notes to be made PAYABLE AT STEENBERG Bank Farmington.

Also, in part payment of above purchase price, will deliver the following property, free from all encumbrance, loaded free on board cars at. . . . and complete and in running order excepting. . . . Engine, Plain, Traction, built by. . . . in year. . . . Size. . . .

Also. . . . (Describe in detail fully. If a Separator or other machine or a discount, change accordingly. Cross out all that does not apply.)

This order when accepted and completed on part of vendor by delivery of machinery hereby purchased shall operate as and be an absolute transfer of title to the articles given in part payment.

Undersigned will furnish satisfactory security for the prompt payment of notes in the following manner: Chattel Mortgage on the above described machinery and also Mortgage on the following property, free of encumbrance: . . . . (Describe in detail fully. Cross out printing which does not apply.)

Also R. E. Mtg. on 161 acres land in Baldwin County, Ala. .

If this order includes more than one machine or attachment, it is understood to be a separator and distinct order for each of

4.

INSTRUCTIONS TO SALESMEN:

Make two copies of the order.  
Keep one copy for yourself.  
Give a copy to the purchaser.  
Send the original IMMEDIATELY to the Company with a report on its printed form.

Date.

. . . . . Acknowledged Receipt.  
. . . . . To Mgr. for Decision.  
9-21-15. . . . . Shipping Order issued-j. B. G.  
9-23. . . . . Sent Settlement to B. R.  
. . . . . Settlement Received.  
9-28. . . . . Settlement O. K. P. K.  
Accepted-9-20-1915.

D. C. Kinch.

Declined. . . . . 191. . . . .  
. . . . .

*Exhibit 2*

3.

taken to remedy any defect complained of be a waiver of the registered notice of dissatisfaction or complaint herein required.

Second hand goods, also machines specially built to order and machines built by other than Port Huron Engine and Thrasher Company, are not warranted by the Company in any respect.

SIGN HERE.	POST OFFICE.	R. F. D. TOWNSHIP	NEAREST STEAM OR ELECTRIC STATION.
W. P. Myers Charlotte Myers.	Farmington	No.1.	Resides from it. 4 1/2 miles West.

County of Fulton, State of Ill.

On the back of said order appears the following:

TRANSFER.

File No. 16454. Order No. 7046.  
W. P. Myers, Farmington, Ill.

MACHINERY ORDER.- The Southwestern Port Huron Company, Peoria, Ill.

Received Sept. 8th, 1915.

*Exhibit 2*

2.

This order when accepted and completed on part of vendor by delivery of machinery hereby purchased shall operate as and be an absolute transfer of title to the articles given in part payment.

Undersigned will furnish satisfactory security for the prompt payment of notes in the following manner: Chattel mortgage on the above described machinery and also mortgage on the following property, free of encumbrance: 161 acres of land in Baldwin Co., Ala., worth \$3000.00 owned by Mrs. W. P. Myers, description to be furnished later.

If this order includes more than one machine or attachment, it is understood to be a separate and distinct order for each of said machines and said attachments at separate prices, which prices bear the same ratio to the total price list price of each bears to the total list price of all as shown in the price list issued by the Company; and the Warranty applies to each separate machine or attachment; and the failure of one machine or attachment shall not relieve the purchaser from liability to pay for the others.

This order is subject to the approval of the Southwestern Port Huron., Co. Peoria, Illinois.

If, for any reason, the purchaser fails to accept and settle for the machinery ordered, he will, if the Company so elects and demand, pay to the Company, in lieu of the enforcement of this contract, as liquidated, a sum equal to 10 percent of the list price, and, if shipment has been made, freight from the factory and return, demurrage, cartage, loading and unloading expense, exporting and all other similar expense actually incurred by reason of the shipment and attempted delivery of said machinery.

The title to said goods shall remain in the Company until the purchase price is paid or satisfactorily secured, but this shall not reduce the liability of the purchaser from the time of delivery aforesaid.

#### WARRANTY.

WORKING.- - -This machinery is warranted to do well the work, for which it is intended, if properly operated by competent persons.

If the purchaser does not notify the Company to the contrary, by registered letter to the Company, at its home office in Peoria, Illinois, within five days from first day's use, the machinery shall be considered as satisfying all warranties except as to materials.

If any machine or attachment does not fulfill the warranty, the Company shall furnish one which does, or refund its purchase price, and this shall be the limit of the Company's liability.

MATERIALS AND WORKMANSHIP.- -This security is warranted to be well made of good material, and if any part breaks within one year from delivery because of defect, the Company shall furnish a duplicate part upon delivery to it of the broken part, and this shall be the limit of the Company's liability for such defect.

CHANGE IN WARRANTY.- - - This warranty can not be changed except in writing by an officer of the Company; no employee mechanical expert, or selling agent can change any provision thereof or notice required, nor shall any action by the Company or any agent

*Y. C. Robert 2*

*Company here*

TO THE SOUTHWESTERN PORT HURON CO., Peoria, Illinois.

Dated, Peoria, Ill., Sept. 7, 1915.

You may deliver to me on board cars at your factory, or where manufactured, on or about the soon as possible, or as soon thereafter as possible, consigned to your order at Peoria, county of \_\_\_\_\_ state of Ill., Route \_\_\_\_\_, the following mentioned goods:

QUANTITY.	NAME OF ARTICLE. (Only goods specified hereunder will will be furnished)	LIST PRICE.
1	Rebuilt Port Huron Engine # complete with canopy top	
1	Sr. Corn Sheller complete with 43' Drag Feeder	
1	80' 8"- 4 ply sawyer Belt	
1	#8 Tank Pump Outfit	
1	12 Bdle. 209 Gal. Steel Tank	
1	16X27 Canvas Cover	

Undersigned will receive the machinery, (the word "machinery" wherever appearing in this order shall be construed to include all articles herein ordered) pay the freight and charges, and pay to the Company on or before the arrival of said machinery the sum of Eighteen Hundred Dollars in the following manner, viz;

Note due Mar. 1, 1916, \$300.00; Note due Oct. 1, 1916, \$300.00  
Note due Mar. 1, 1917, \$300.00; Note due Oct. 1, 1917, \$300.00  
Note due Mar. 1, 1918, \$300.00; Note due Oct. 1, 1918, \$300.00

Notes to bear interest at highest legal rate from date of delivery of the machinery until paid.

Notes to be made payable at Bank of Farmington, Farmington.

Also in part payment of above purchase price, will deliver the following property, free from all encumbrance, loaded free on board cars at \_\_\_\_\_ and complete and in running order excepting \_\_\_\_\_ ENGINE Traction.

(Write word "Nothing" or explain- -(number)  
Built by \_\_\_\_\_ in year \_\_\_\_\_ size \_\_\_\_\_

Also \_\_\_\_\_  
(Describe in detail fully. If a Separator or other machine, or a discount, change accordingly. Cross out all that does not apply.)

EXHIBIT-2-

1-3-1943

Phone. . . Central. . . County of. . . State of. . .

. . . . . ( . . . ) . . . . .

W. P. Myers (Farmington) #1 ( . . . ) (4 1/2) West

SIGN HERE POST OFFICE R. F. D. TOWNSHIP IN WHICH PURCHASER ELECTRIC STATION resides NEAREST STREAM OR NEAREST

resides from it.

This order when accepted and completed on part of vendor by delivery of machinery hereby purchased shall operate as and be an absolute transfer of title to the articles given in part payment.

Undersigned will furnish satisfactory security for the prompt payment of notes in the following manner. Chattel mortgage on the above described machinery, and also mortgage on the following property, free of encumbrance. . . . . 161 acres of land in Baldwin Co. Ala. worth \$3000.00 owned by Mrs. W. P. Myers, description to be furnished later.

If this order includes more than one machine or attachment it is understood to be a separate and distinct order for each of said machines and said attachment at separate prices, which prices bear the same ratio to the total price as the list price of each bears to the total list price of all as shown in the price list issued by the Company; and the Warranty applies to each separate machine or attachment; and the failure of one machine or attachment shall not relieve the purchaser from liability to pay for the others. This order is subject to approval of the SOUTH EASTERN PORT HURON CO., Peoria, Illinois.

If, for any reason, the purchaser fails to accept and settle for the machinery ordered, he will, if the company so elects and demands, pay to the Company, in lieu of the enforcement of this contract, as liquidated damages, a sum equal to 10 percent of the list price, and, if shipment has been made, freight from the factory and return demurrage, cartage, loading and unloading expense, exporting and all other similar expense actually incurred by reason of the shipment and attempted delivery of said machinery.

The title to said goods shall remain in the Company until the purchase price is paid or satisfactorily secured, but this shall not reduce the liability of the purchaser from the time of delivery aforesaid.

WARRANTY.

WORKING.- This machinery is warranted to do well the work for which it is intended, if properly operated by competent persons.

If the purchaser does not notify the Company to the contrary by registered letter to the Company at its home office in Peoria, Illinois within five days from first day's use the machinery shall be considered as satisfying all warranties except as to materials.

If any machine or attachment does not fulfill the warranty, the Company shall furnish one which does, or refund its purchase price, and this shall be the limit of the Company's liability.

MATERIALS AND WORKMANSHIP:

This machinery is warranted to be well made of good materials and if any part breaks within one year from delivery because of

defect the Company shall furnish a duplicate part upon delivery to it of the broken part, and this shall be the limit of the Company's liability for such defect.

CHANGE IN WARRANTY: This warranty can not be changed except in writing by an officer of the company; no employee mechanical expert or selling agent can change any provision thereof or notice required, nor shall any action by the company or any agent be taken to remedy any defect complained of be a waiver of the registered notice of dissatisfaction of complaint herein required.

Second hand goods, also machines specially built to order, and machines built by other than Port Huron Engine & Thresher Co., are not warranted by the Co. in any respect.

*See Exhibit 1*



EXHIBIT "A-L"

Threshing Machinery Order Form No. 3456-2,000-3"15. 7520.  
 TO THE SOUTHWESTERN PORT HURON CO., Peoria, Illinois.

Dated Peoria, Ill., Sept. 7, 1915.

You may deliver to me on board cars at your factory or  
 where manufactured, on or about the . . . . .191  
 or as soon thereafter as possible, consigned to your order at  
 Peoria, County of. . . . .State of Ill, Route. . . . .  
 (R.R. Station)

the following mentioned goods:

Quantity	Name of article (Only goods specified here- under will be furnished (list prices.
1	Rebuilt Port Huron Engine complete with canopy top. . . . .
1	Sr. Corn Sheller complete with 43 Feeder. . . . .
1	80 '8 " 4 Ply Sawyer Belt. . . . .
1	#8 Tank Pump Outfit. . . . .
1	12 Bbl. 209 Gal. Steel Tank. . . . .
1	16X27 Canvas Cover. . . . .
	Total. . . . .

Undersigned will receive the machinery, (The word  
 "Machinery" wherever appearing in this order shall be construed  
 to include all articles herein ordered) pay the freight and  
 charges, and pay to the Company on or before the arrival of said  
 machinery, the sum of. . . . .Eighteen Hundred. . . . .Dollars,  
 in the following manner, viz: Cash. . . . .  
 Note due Mar. 1, 1916 \$300.00 Note due Mar. 1, 1918 \$300.00  
 Note due Oct. 1, 1916 300.00 Note due Oct. 1, 1918 \$300.00  
 Note due Mar. 1, 1917 300.00 Note due. . . . .  
 Note due Oct. 1, 1917 300.00 Note due. . . . .  
 Note due September 1, 191. . . . .) These two notes were given  
 Note due September 1, 191. . . . .) for Wind or Sattley Stacker

Notes to bear interest at highest legal rate from date  
 of delivery of the machinery until paid.  
 Notes to be made PAYABLE at Bank of Farmington, Farmington  
 (Name of Bank or Express office)

Also in part payment of above purchase price, will  
 deliver the following property, free from all encumbrances,  
 loaded free on board cars at. . . . . and complete and in  
 running order excepting. . . . .  
 ENGINE., plain (Write word nothing or explain No)

Traction  
 Built by. . . . .in year. . . . .size. . . . .  
 Also. . . . .  
 (Describe in detail, if a Separator or other machine or  
 a discount, change accordingly. Cross out all that does  
 not apply)

This order is subject to approval of the Southwestern Port Huron Co., Peoria, Illinois.

If, for any reason the purchaser fails to accept and settle for the machinery ordered, he will if the company so elects and demands pay to the company in lieu of the enforcement of this contract, as liquidated damages, a sum equal to 10 percent of the list price, and, if shipment has been made, freight from the factory, and return, demurrage, cartage, loading and unloading expense, experting and all other similar expense actually incurred by reason of the shipment and attempted delivery of said machinery.

The title to said goods shall remain in the Company until the purchase price is paid or satisfactory secured, but this shall not reduce the liability of the purchaser from the time of delivery aforesaid.

**WARRANTY.**

**WORKING.-** This machinery is warranted to do well the work for which it is intended, if properly operated by competent persons. If the purchaser does not notify the Company to the contrary, by registered letter to the Company at its home office in Peoria, Illinois, within five days from first day's use, the machinery shall be considered as satisfying all warranties except as to materials.

If any machine or attachment does not fulfill the warranty, the Company shall furnish one which does, or refund its purchase price, and this shall be the limit of the Company's liability.

**MATERIALS AND WORKMANSHIP.-** This machinery is warranted to be well made of good material and if any part breaks within one year from delivery because of defect, the Company shall furnish a duplicate part upon delivery to it of the broken part, and this shall be the limit of the Company's liability for such defect.

**CHANGE IN WARRANTY.-** This Warranty can not be changed except in writing by an officer of the Company; no employe mechanical expert or selling agent can change any provision thereof or notice required, nor shall any action by the Company or any agent taken to remedy any defect complained of be a waiver of the registered notice of dissatisfaction or complaint herein required.

Second hand goods, also machines specially built to order, and machines built by other than Port Huron Engine & Thrasher Company are not warranted by the Company in any respect.

Sign here	Post office	R.F.D.	Township	Nearest Steam or Electric Station.
W. P. Myers	Farmington	#1		

Phone. . . . . Central. . . . . Co., of. . . State of . .

EXHIBIT 3.

*Exhibit 3*

TO THE SOUTHWESTERN PORT HURON CO., Peoria, Illinois, dated  
 2-17, 1916

You may deliver to on board cars at your factory, or where manufactured, on or about as soon as possible, or as soon thereafter as possible, consigned to your order at Farmington, county of Fulton, state of Illinois, Route #2, the following mentioned goods:

Quantity	Name of article (Only specified goods hereunder will be furnished)	
1	24 Horse-power Engine, New.	
1	Jacket	
1	Loco lab. & canopy top new.	
700 lbs.	Coal bunks.	
Total		\$1956.00

Undersigned will receive the machinery, (the word "machinery" wherever appearing in this order shall be construed to include all articles herein ordered) pay the freight and charges, and pay to the Company on or before the arrival of said machinery, the sum of . . . . . Dollars.  
 in the following manner, viz;

Note due Oct. 1st, 1916	\$489.00	Cash	\$ . . . . .
Note due " " 1917	\$489.00	Note due . . . . .	.191. . . . .
Note due " " 1918	\$489.00	Note due . . . . .	.191. . . . .
Note due " " 1919	\$489.00	Note due . . . . .	.191. . . . .
Note due September 1, 191.	. . . . .	Note due . . . . .	.191. . . . .
Note due September 1, 191.	. . . . .	Note due . . . . .	.191. . . . .

These two notes are given for Wind or Sattley Stacker.

Notes to bear interest at highest legal rate from date of delivery of the machinery until paid.

Notes to be made payable at Farmington. . . . .  
 (Name of Bank or Express office)

Also, in part payment of above purchase price, will deliver the following property, free from all encumbrance, loaded free on board cars at Farmington and complete ~~XXXX~~ and in running order, excepting nothing. . . . . Engine,

TRACTION, plain.  
 (Write word "Nothing" or explain)  
 (Number)

Built by Port Huron Co., in year. . . . . Size 21. . . . . x.

Also. . . . .  
 Describe in detail fully, if a separator or other machine, or a discount, change accordingly, Cross out all that does not apply)

This order when accepted and completed on part of vendor by delivery of machinery hereby purchased shall operate as and be an absolute transfer of title to the articles given in part payment.

Undersigned will furnish satisfactory security for the prompt payment of notes in the following manner: Chattel mortgage on the above described machinery, and also mortgage on the following property, free of encumbrance, same as you now have.

(Describe in detail fully. Cross out printing which does not apply)

. . . . .  
 . . . . .  
 . . . . .  
 . . . . .  
 . . . . .

If this order includes more than one machine or attachment it is understood to be a separate and distinct order for each of said machines and said attachment at separate price, which price bear the same ratio to the total price as the list price of each bears to the total list price of all as shown in the price list issued by the Company; and the Warranty applies to each separate machine or attachment; and the failure of one machine or attachment shall not relieve the purchaser from liability to pay for the others.

Cash  
 2-17-16  
 1

Interrogatories propounded by CHARLOTTE S. MYERS  
to JOE MASON, ALBERT HEDDIN and CHARLES STUCKELBEE.

FIRST: State your name, age, and place of residence.

SECOND: Do you know WILLIAM P. MYERS and CHARLOTTE S. MYERS? Did you ever work for them or either of them? If so, which? State who owned the business, who hired and paid you for such work stated. State when this was and what the nature of the work was.

STATE OF ALABAMA, )  
BALDWIN COUNTY. )

Before me, \_\_\_\_\_, a Notary Public, in and for said state and county, this day personally appeared W. C. Beebe who upon oath, deposes and says, that he is one of the attorneys for the defendant, CHARLOTTE S. MYERS, and that the above named witnesses, CHARLOTTE S. MYERS, WILLIAM P. MYERS, C. C. SAUNDERS, W. T. MASON, JOE MASON, ALBERT HEDDIN and CHARLES STUCKELBEE, reside out of the state of Alabama and in the state of Illinois, and that each is a material witness for the said defendant in the above entitled cause.

W. C. Beebe

Sworn to and subscribed before me on this the 28 day of October, 1919.

Irma Pope

Notary Public, Baldwin  
County, Alabama.

We suggest that Harvey Miller, whose address is Peoria, Illinois, as a suitable and competent person to take the depositions of the above named witnesses.

Richard Frazier Beebe

EIGHTH: Did the Company agree to put the old property in running condition? Was this done?

NINTH: Did Mr. or Mrs. Myers after the refusal to honor order for new machinery ever assume control or exercise ownership over the old property?

TENTH: If you have said the Exhibits attached are copies, state where the originals are, if you know. Were they when last seen, in the possession of the Company or its agent?

#2.

unpaid purchase price? Who was the agent? Was such mortgage given? State your means of knowing these facts.

FIFTH: Did William P. Myers alone on February 7, 1916 and March 16, 1916 order machinery of said Company? Examine Exhibits ~~D and E~~ *Is this* . Are they originals or true copies of the papers? Were these orders honored? What reason was given by the Company for its refusal? State your means of knowing these facts.

SIXTH: On March 30, 1916, did William P. Myers re-convey to the Company the property bought on September 7, 1915? What was the consideration for the transfer? Did money pass or his indebtedness to the company cancelled? On the same day and simultaneous with this transfer did Mrs. Charlotte S. Myers make an order of said Company for this machinery and an another for new machinery? Examine Exhibits *D* and *E* . Are ~~EXHIBITS~~ they originals or true copies of these orders? State why this transfer by William P. Myers to Company and order by Mrs. Myers was made? Was it done in order that Company would honor order for new machinery needed by William P. Myers? Was this done at Company's suggestion or with their knowledge? Was this method used to lend Mrs. Myers credit to Mr. Myers? Did the Company's agent know this? Who was to own and operate the machinery? If Mr. Myers, did the Company suggest or have knowledge that it was being done to make her directly or indirectly liable for his debt? Was the mortgage sought to be foreclosed given to secure the indebtedness thus created? Give your means of knowing these facts and state the full transaction so far as you know it.

SEVENTH: Were the orders for old and new property to be considered jointly or separately? Was it fully understood by the Company's agent that if the order for new property was not honored the old property would be rejected? Was the order for new property honored? Did Mrs. or Mr. Myers notify Company that the old property would not be accepted, they having refused to honor the order for new property? State how you know these facts.

INTERROGATORIES propounded by CHARLOTTE S. MYERS to  
C. G. SAUNDERS and W. T. MASON:

FIRST: State your name, age, and place of residence. Did you know William P. Myers and Charlotte S. Myers during the whole of 1915 and 1916? Were they husband and wife?

SECOND: On September 7, 1915, February 7, 1916, March 16, 1916 and March 30, 1916, were you the agent or assisting them or either of them or have you any knowledge of the dealings they, or either of them had in purchasing or making application to purchase machinery of Southwestern Port Huron Company, of Peoria, Illinois? Is such knowledge first hand or is your knowledge only what has been told you by William P. Myers, Charlotte S. Myers, or some agent of the Company? If it was told you, state who told you and what was his or her part in these or either of these transactions?

THIRD: Do you know whether or not on September 7, 1915, William P. Myers alone made an order to the Company? Is Exhibit *a-1* the original or a true copy of this original? Was this order honored? If not, give reason for its refusal and state whether or not you were with William P. Myers when order was given, or when refusal, how such refusal was made, and what means you had of knowing these facts, who was the Company's agent?

FOURTH: On the same day did William P. Myers and Charlotte S. Myers jointly make an order for the same property? Examine Exhibit *2*. Is this the original or true copy of the order? Was this order honored and property delivered? Was this order made subsequent to or prior to the order by William P. Myers alone? Was it suggested by the Company's agent that they would honor the order by William P. Myers alone provided his wife would join in making the order and would give a mortgage on her Baldwin County land to secure the

Page#3.

as the Agent for you or for him assumed control or operated, or used the old machinery? Where was such machinery on March 30 1916? Have you seen the ~~machinery~~ machinery since then? Where was the machinery when possession was taken by the Company and sold by them? Did you notify the Company that they having failed to honor order for new machinery, you would not accept the old machinery? If so, was this notice given by letter, in person or by telephone? Examine Exhibit *C.F.* . Is this a true copy of a letter written by you to them? Did you mail the original properly addressed to them? Has it ever been returned?

EIGHTH: Did the Company agree to put the old machinery ordered on March 30, 1916 in running order? Was this ever done?

NINTH: If you have stated that the Exhibits attached are copies, have you the originals? If so, attach them and make exhibits. If not, were they turned over to the Company and when last seen in the possession of the Company or its agent.



Interrogatories propounded by Respondent, CHAR-  
LOTTE S. MYERS to Charlotte S. Myers .

FIRST: State your name, age, and place of residence. Are you the husband of WILLIAM P. MYERS, and you with him are defendants in the case of ALFRED C. STEENBERG Vs. CHAR-  
LOTTE S. MYERS and WILLIAM P. MYERS, pending in the Circuit Court of Baldwin County, Alabama, in Equity Numbered 55?

SECOND: State what business your husband was en-  
gaged in in the years 1915 and 1916. State whether or not you were a partner or in any way owner or interested in such bus-  
iness.

THIRD: Do you know whether or not on September 7th, 1915, your husband, WILLIAM P. MYERS alone ordered from Southwestern Port Huron Company, Peoria, Illinois, certain machinery, including one " Rebuilt Port Huron Engine Complete with Canopy Top" with other machinery? State whether or not the Company honored this order, and if you know, give the reasons assigned by them.

FOURTH: On the same day, did you join with him in making an order for the same machinery? Was this order prior to or subsequent to the order made on this day, which was signed by him alone? State whether or not in joining in this order you were doing so to lend your credit to him. Were you in any way interested as owner in the business, or in the property purchased under this order? Was the real estate mortgage which was first given to secure the indebtedness incurred under this order? Did Mr. Myers, or the Company's Agent suggest that you join in this order? Examine Exhibit A. 1 and Exhibit R. Are these two orders the original cop-  
ies? Do you know whether or not on February 7th, 1916, and March 16, 1916, WILLIAM P. MYERS, alone ordered from such

Page #2.

Company certain machinery and if so, were these orders honored and if not, state reason given by the Company, if you know.

SIXTH: On March 30th, 1916, did you make an order signed by yourself alone to the Company for certain old machinery, that day sold to the Company by Mr. Myers and for additional machinery? If you know, state why Mr. Myers transferred the machinery to the Company and you made an individual order for it. If you know, state the consideration from the Company to Mr. Myers for this transfer. Were these orders made by you at the solicitation of Mr. Myers in order that the additional machinery might be procured on your credit, you giving a mortgage on your Baldwin County lands, the subject of this suit? Do you know whether or not the County demanded of him that this method be pursued? Examine Exhibit D and E. Are these true copies of the original orders? Was the mortgage which is sought to be foreclosed given to secure the indebtedness incurred under both or one of these orders, and if under one, state which one it was. Were you in the event these orders were filled to be owner individually or as partner with Mr. Myers in the property, or was the property to belong to Mr. Myers alone and this method used that your credit might be lent to him? State fully the entire transaction and state whether or not it was done with the knowledge and at the suggestion of the Company's Agent. Who was such agent?

SEVENTH: State whether or not these orders were to be considered jointly, and your acceptance of the old machinery dependent on the Company's honoring the order for the new machinery. If so, was this fully understood by the Company's agent? Was the order for the new machinery honored? <sup>h</sup> Have you ever at any time, or has Mr. Myers, or anyone else acted

Page #4.

this suit cancelled and surrendered?

ELEVENTH: State whether or not this mortgage was given to secure the debt of Mrs. Myers or your debt?

TWELTH: If you have stated the <sup>attached</sup> Exhibits are copies, have you or Mrs. Myers the originals? If you have, attach them and mark them Exhibits *1-a, 1-a1-c, 1-b-16, 1-f*. If you or Mrs. Myers haven't them, were they turned over to the Company and so far as you know kept by them? When last seen by you were they in the possession of the Company or its agent?

Page #3.

Explain fully the whole transaction. Was this additional machinery wanted by you or by Mrs. Myers? Who was to conduct the business of "Public Thrasher"? If you were to conduct it, was it to be conducted in your name for yourself, or as the agent of Mrs. Myers? Were these transactions an indirect way of making Mrs. Myers surety for your debt? Was she ever interested in this business, except as surety for you? Give name of Company's Agent who conducted the negotiation in each transaction? Did this agent know the full facts? Was it done at his instigation, and did he know that Mrs. Myers was acting merely to secure your debt?

NINTH: ① State whether or not Mrs. Myers consented to make application for the purchase of old machinery, in order to procure the additional machinery needed in the conducting of the business of "Public Thrasher"? ② Were the two orders jointly to be considered as one and her acceptance of the one dependent on the others being honored? ③ Was this so stated to the agent, and fully understood by him? ④ Was the order for new machinery ever filled? Did she notify the Company or its agent that she could not accept the old unless the new was given? ⑤ Where was the old machinery on March 30th, 1916? Did she or you ever assume control over it after this date? Was it used by you or either of you? Did you or either of you notify the Company to this effect?

TENTH: Examine Exhibits A and E. ① Are these the order given on the 30th of March 1916? ② Was the mortgage on Baldwin County lands of Mrs. Myers given to secure the indebtedness under both these orders or under one only? ③ If one only, state which one. ④ Was it definitely understood between you, Mrs. Myers and the agent that if the additional order for new machinery was not honored the entire transaction would be void and the note and mortgage on Alabama lands of

ALFRED C. STEENBERG, as  
Trustee, Complainant,

Vs.

CHARLOTTE S. MYERS &  
WILLIAM P. MYERS.

) Circuit Court of Baldwin  
( County, Alabama,  
) In Equity Number 55.  
)  
)  
)

Now comes the Respondent, CHARLOTTE S. MYERS, in the above styled cause and propounds interrogatories to the following named witnesses: CHARLOTTE S. MYERS, WILLIAM P. MYERS, C. C. SAUNDERS, W. T. MASON, JOE? MASON, ALBERT HEDDIN and CHARLES STUCKELBEE.

Interrogatories propounded by Respondent, CHARLOTTE S. MYERS to WILLIAM P. MYERS:

FIRST: State your name, age and place of residence.

SECOND: State whether or not you are the husband of CHARLOTTE S. MYERS, and were her husband on June 12th, 1915 and have been continuously since then to this date.

THIRD: State what business you were engaged in during the years 1915 and 1916. State whether or not you were conducting such business or businesses individually or with a partner. If with a partner, state who was such partner. Were there others interested in the business? If so, give their names.

FOURTH: On the 7th day of September, 1915 did you order of Southwestern Port Huron Company, Peoria, Illinois, certain machinery including "One Rebuilt Port Huron Engine, Complete with Canopy Top", and other machinery? If so, state whether or not this was signed by you alone or by CHARLOTTE S. MYERS. Also Examine Exhibit "A" 1. Is this a true copy? Was this order honored? If not, what reason did the Company give? Did the Company offer to fill the order if CHARLOTTE S. MYERS would sign it?

FIFTH: Did you make another order on the same day for one "Rebuilt Port Huron Engine" and other property, which order was signed by your wife, CHARLOTTE S. MYERS,

X  
and yourself? Was this order made subsequent or prior to the other order? Was it honored? Was this order made and the signature of CHARLOTTE S. MYERS procured upon the suggestion of the Company's Agent? Was she interested in any way in the purchase of this property? Was a mortgage on her land in Alabama, the subject of this suit, given as security for this debt? State whether or not she signed the order as surety for you, or whether she was joint owner in the business you conducted? The property covered in the first order mentioned was or was not the same as of the second? Who was the agent of the Company that took these orders?

SIXTH: On February 7th, 1916, did you order from same Company One Twenty-four Horse Power Engine New, and other machinery? Did Mrs. Myers join in this order? Was it accepted? Why was it rejected? Examine Exhibit 4. Is this the original order?

SEVENTH: On March 16th, 1916, did you make another order of Company for "One Model of 1916 36X60 Port Huron Thrasher", and other property? Was it made by you alone or by you and wife? Was it accepted? What reason was given for its rejection? ~~What reason was given for its rejection?~~

EIGHTH: On March 30th, 1916, did you sell the property bought September 7th, 1915 back to the company? What was the consideration? Did they pay you any money, or was the transfer made for your indebtedness to them? On the same did Mrs. Myers order of them the same machinery? Why was this sale made to them and order given by Mrs. Myers? Had you or anyone for you talked with an agent of the Company about the purchase of other and additional machinery, including "One 36x 60 Port Huron Separator New" and other machinery? Did you procure Mrs. Myers to order this Separator and other property on the same day?

✓

No. BB. ....

THE STATE OF ALABAMA,

Baldwin County,

CIRCUIT COURT, IN EQUITY

Alfred C Steenberg, as Trustee.

vs.

Charlotte S Myers and William P Myers.

Defendants

COMMISSION TO TAKE DEPOSITION ON INTERROGATORIES.

COMMISSIONERS:

Hon. Henry Miller, Peoria, Illinois.

WITNESSES: Charlotte S Myers, William C. Saunders, W.T. Mason, Jr.

DIRECTIONS FOR EXAMINATION OF WITNESSES UPON INTERROGATORIES

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

2. The caption and deposition should be as follows: THE STATE OF ALABAMA, Baldwin County, Deposition of Richard Howe, a witness sworn (or affirmed, as the case may be) on the ..... day of ..... 19..... at ..... in said State and County, under and by virtue of a commission issued out of the Court of ..... in a certain cause therein pending between James Jones, the plaintiff (or complainant), and Samuel Young, defendant (or respondent). The said Richard Howe, being first duly sworn to speak the truth, the whole truth, and nothing but the truth, he says as follows: To the first interrogatory he says: (Here write the answer of the witness as nearly as may be in the language of the witness, using the first person where he uses it.) To the second direct interrogatory he says: (Write the answer to the interrogatory, and all others, as directed above.) If there are cross or rebutting interrogatories, go through with them in the same manner, thus: To the first cross interrogatory he says, etc. To the second cross interrogatory he says, etc. To the first rebutting interrogatory he says, etc. Neither party should be permitted to put to the witness, during his examination, any verbal question or suggestion; and if anything of the kind is done by either party, the Commissioner should write it down in the deposition just as it occurred. The testimony may be written down by any one or more of the Commissioners, by the witness himself, or by any disinterested third party in the presence of the Commissioners, and be read over to the witness if he desire it, and must be subscribed by him. We, (or I, if only one acts), the undersigned, Commissioner, as follows: 3. The Commissioners are not personally acquainted with the witness, they must have proof made before them that he is the identical person named in the commission, and so certify. If the witness claims for his attendance, the Commissioners should state in their certificate the number of miles traveled, the number of days the witness remained en route, and the amount of mileage paid him. 4. If any exhibits, writings, or documents produced and used as evidence by the witness, they shall be annexed to the deposition to which they relate, and shall be identified by suitable letters or marks. If the testimony cannot be taken in one day, the Commissioners, noting the same, may continue from day to day until completed. 5. The Commissioners will take the depositions, commission, interrogatories, and exhibits, in a packet sealed with three seals. They will write their name or names across each seal, and direct thus: Mailed the ..... day of ..... To (give name and style of Clerk, Register, or Judge of Probate, as the case may be) Depositions of J K and L M. A B vs. C D If sent by private conveyance, should be endorsed: "Forwarded by R A, the ..... day of ..... 19..... The package must be delivered to the officer to whom it is directed. The person bringing the deposition will be required to take an oath that it has not been opened or altered since he received it. The Commissioner must return the commission.

THE STATE OF ALABAMA,  
Baldwin County.

CIRCUIT COURT, IN EQUITY.

To Hon. Harry Miller, Peoria, Illinois.

KNOW YE, That we, having full faith in your prudence and competency, have appointed you Commissioners, and by these presents do authorize you, or any one or more of you, at such time and place as you may appoint, to call before you and examine Charlotte S Myers, William P Myers, C.C. Saunders, W.T. Mason, Joe Mason, Albert Heddin, and Charles Stuckelbee,

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

Alfred C Steenberg as Trustee,

is Complainant

and

Charlotte S Myers and William P Myers

are the Respondent, S

on oath to be by you administered, upon interrogatories and cross-interrogatories hereto attached to take and certify the deposition of the witnesses and return the same to our Court, with all convenient speed, under your hand.

Witness 4th day of November 19 19.

*[Handwritten Signature]*

Register.



No. 55

1200

Alfred C. Steenburg, trustee

vs.

Charlotte Meyers et al

Complainant's motion for  
decree pro confesso

Filed 9/3-1918

J. W. Wickman

Register

Q

ALFRED C. STEENBURG,  
as trustee,  
Complainant,

-vs-

CHARLOTTE S. MYERS and  
WILLIAM P. MYERS,  
Respondents.

CIRCUIT COURT OF BALDWIN COUNTY  
NO. 55 IN EQUITY.

Motion is hereby made for a decree pro confesso against William P. Myers, respondent in the above entitled cause, on the bill of complaint as last amended, on the ground that more than thirty (30) days has elapsed since notice to said respondent in default of the amendment of the bill of complaint, and said respondent has wholly failed to demur, plead to or answer bill of complaint as last amended in this cause to this date.

Dated this 3rd day of September, 1918.

*Harvey J. Smith & Casper*  
Solicitors for Complainant.

STATE OF ILLINOIS,  
COUNTY OF

Before me, *Frank Breber*, the undersigned  
Notary Public in and for said State and County, this day person-  
ally appeared Charlotte S. Myers, who is known to me and who  
being by me duly sworn, deposes and says that she is a mar-  
ried woman, the wife of William P. Myers; that she is the re-  
spondent in the case of Alfred C. Steamburg against Charlotte  
S. Myers and William P. Myers pending in the Circuit Court  
of Baldwin County, Alabama, in Equity; that she owns no prop-  
erty save the property involved in said suit and that she is  
unable to give security for cost and to make supercilious  
bond.

*Charlotte S Myers*

Sworn to and subscribed before me the 23 day of Sept  
1920.

*Frank Breber*  
Notary Public

*My Commission Expires Nov 5 1921*

Filed Oct 1st. 1920

J. W. Riccison

Register

1920

ALFRED C. STEENBERG, TRUSTEE, )  
COMPLAINANT. )

VS )

CHARLOTTE S. MYERS, )  
DEFENDANT )

CIRCUIT COURT BALDWIN COUNTY  
ALABAMA

IN EQUITY.

Comes the defendant, Charlotte S. Myers, in the above styled cause and appeals to the Supreme Court from the decree rendered in said cause on the 28th day of July, 1920.

*Rickaby & Burke*  
Solicitors for Defendant

23rd

Printed Sept 6th 1920  
D. W. Williamson  
Register

Alfred C. Steenberg, as  
Trustee  
vs.  
Charlotte S. Myers.  
Wm. P. Myers, Respondents

Circuit Court of Baldwin  
County in Equity # 55.

Complainant's date of Evidence.

- ① Bill of Complaint as last amended.
- ② Deposition M.H. Croshie filed Dec 4, 1918
- ③ Deposition C.W. Bolton
- ④ Deposition Alfred C. Steenberg
- ④a Deposition Judge Muslaw Evans
- ⑤ Exhibits A, B, C, D, E, F, G, H, I, J, K, L,  
M, N, O, P, Q, attached to Interrogatories to  
above named witnesses.
- ⑥ Exhibits R, S, T, U, V, W, X, Y, Z, attached to Cross-Interrogatories  
to above named witnesses.  
(H 8, J 9, J 10, K 11, L 12, S 7)
- ⑦ Objections to Cross-Interrogatories 4, 5, 10 M  
attached to witness M.H. Croshie attached to  
Cross-Interrogatories.
- ⑧ Exhibits 7 F., and 9 G. attached to above depositions
9. Exhibit S. to deposition of Judge Muslaw Evans.
10. Deposition M.H. Croshie filed Mar 12, 1919.
11. Deposition D.C. Kirich.
12. Exhibits 1, A1, 2, & 3 attached to Interrogatories  
to M.H. Croshie & D.C. Kirich, filed Jan 27, 1919.
13. Objections to Interrogatories to Charlotte S.  
Myers, Wm. P. Myers, C.C. Saunders, W.J. Mason, Joe Mason,  
Albert Hedden & Charles Strickelbel said objections being  
attached to direct interrogatories to said witnesses.  
D.C. Kirich requires.

No. 55

Alfred C. Steenburg, trustee

vs.

Charlotte Meyers et al.

Complainant's acceptance of  
service of interrogatories

*Paul M. M. / 1919*

*J. W. Keenan*

*Register*



ALFRED C. STEENBERG, as Trustee, )  
Complainant, )  
-Vs- )  
CHARLOTTE S. MYERS, et al. )

Circuit Court,  
Baldwin County, Alabama.  
In Equity # 55.

We hereby accept service of Interrogatories filed  
in the above cause by CHARLOTTE S. MYERS, to WILLIAM P. MYERS,  
et al, on October 29th, 1919, and waive further notice.

*Harry J. Smith & Coffey*  
Solicitors for Complainant.

No 53 2000

In Equity.

Circuit Court of Baltimore  
Alfred Steenberg, Jr.  
Compr.

vs.

Charlotte S Myers.  
Respr.  
Respondents note of Evidence.

Alfred C. Steenberg  
as Trustee  
Complainant  
vs.

No 5  
In Equity  
In the Circuit Court of  
Baldwin County Ala.

Charlotte S. Myers et al  
Respondents.

Respondent's Note of Evidence.

The Respondent, Charlotte S. Myers ~~submits~~ <sup>submits</sup> in her behalf, the following:-

- 1 Answer and cross-bill.
- 2 Memorandum of objections to testimony of Judge Winston Evans
- 3 Depositions of William O. Myers, Charlotte S. Myers, W. T. Mason, Joe Mason, Albert Steadman and Charles St. Klebee

Ries Carby Proazer & Beebe,  
Solicitors for Respondent  
and cross complainant, Char-  
lotte S. Myers.

No. 55

*900*

In Equity

Alfred ~~W.~~ Steenburg, trustee

vs.

Charlotte Meyers et al.

*Filed 5/27-18*  
*T. W. Williams*  
*Register*

Amendment to Bill

Alfred C. Steenburg, as Trustee,  
Complainant.

-vs-

Charlotte S. Myers, et als.,  
Respondents.

CIRCUIT COURT OF BALDWIN  
COUNTY.

IN EQUITY. NO. 55.

Now comes the complainant and amends his bill of complaint by striking out the fourth paragraph of the amended complaint, and by adding thereto a fourth paragraph just before the "Prayer for Process" in words and figures as follows:

"4. And this complainant avers that at the time of the transaction giving rise to the execution of said notes and mortgage and at the time of their execution, the said Charlotte S. Myers and William P. Myers were residents of the State of Illinois, said indebtedness evidenced and secured by said notes and mortgage was incurred in said state, and said notes were made payable in said state, and that at all of said times, under the laws of the State of Illinois, contracts could be made by a wife and the same could be enforced against her to the same extent and in the same manner as if she were unmarried and by the laws of said state, then and there in force, a wife could become surety for her husband's debts and could bind herself not only for her individual debts, but also for joint debts of herself and husband and also could bind herself as surety for her husband's debts, and complainant avers that under the laws of the State of Illinois said notes and said mortgage were and are valid and binding obligations of both Charlotte S. Myers and Wm. P. Myers."

*Harry J. Smith & Coffey*  
Solicitors for Complainant.

No. 55

Alfred C Steenburg, trustee

vs.

Charlotte Meyers et al.

Amendment to Bill

*Filed 5/2/28*  
*P. W. Kivner*  
*Clerk*

*7/11/28*

*Volume 2 page 108*

Alfred C. Stenberg  
Trustee

vs.

Charlotte S. Myers et al

Circuit Court  
Baldwin County  
In Equity # 55.

Now comes the Complainant and amends his bill of complaint by adding thereto a fourth paragraph just before the "Prayer for Process" in words & figures as follows:

And this Complainant avers that at the time of the transaction giving rise to the execution of said notes mortgage and at the time of their execution the said Charlotte S. Myers & William P. Myers were residents of the State of Illinois, said indebtedness ~~was~~ evidenced & secured by said notes mortgage was incurred in said state, said notes were made payable in said state and that at all of said times, the said Charlotte S. Myers caused herself as surety for her husband's debts and caused herself for her individual debt or for a joint debt of herself & husband, and that under the law of said State of Illinois said notes <sup>mortgage</sup> constituted valid binding obligations of both Charlotte S. Myers and William P. Myers.

Harry J. Smith & Casper  
Dals for Complainant.

No. 55. Page.....

THE STATE OF ALABAMA,  
Baldwin County.

CIRCUIT COURT, IN EQUITY.

Alfred C. Steenburg

vs.

Charlotte S. Myers and

William P. Myers.

DECREE PRO CONFESSO ON  
PUBLICATION.

Issued May 27 1918

J. W. B. B. B.  
Register.

Recorded in.....Record

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

Register.



No. 55  
Alfred Steubing

or

Alfred R Meyer

---

Filed March 10th 1920

P. M. Kinnison

Register

THE STATE OF ALABAMA,

CIRCUIT COURT, IN EQUITY.

Baldwin

County,

No. 55.

Spring

Term, 19 18.

Alfred C. Steenburg as Trustee,

Complainant

vs. Charlotte S Myers, and William P Myers,

Defendant

In this cause it appears to the Register that the order of publication heretofore made in this cause, was published for four consecutive weeks, commencing on the 8th day of November 19 17, in the Baldwin Times, a newspaper published in Baldwin County, Alabama, that a copy of said order was posted at the Court House door in Bay Minette, Baldwin County on the 8th day of Nov 19 17, and that another copy was sent by mail on the 8th day of Nov 19 17, to William P Myers.

And it now further appearing to the Register T.W. Richerson that the said

William P Myers,

having to the date hereof failed to demur, plead to or answer the Bill of Complaint in this cause, it is now, therefore, on motion of Complainant, ordered and decreed by the Register that the Bill of Complaint in this cause be, and it hereby is in all things taken as confessed against the said

William P Myers,

This 27th day of May 19 18.

T.W. Richerson

Register.

ALFRED STEINBERG, Trustee, )

-Vs-

CHARLOTTE S. MYERS, et al. )

Circuit Court, Baldwin County,  
Alabama.

It is agreed by the counsel in the above styled cause that testimony of CHARLOTTE S. MYERS in the case of ALFRED STEINBERG Vs. CHARLOTTE S. MYERS et al, on behalf of said CHARLOTTE S. MYERS be published without prejudice.

*Harry J. Smith & Coffey*

Solicitor for Complainant.

*Richard W. Proffitt & Beebe*

Solicitor for Respondent.

ALFRED STEENBURG, as  
Trustee, Complainant,

VS

CHARLOTTE S. MYERS, et als.  
Respondents.

CIRCUIT COURT OF BALDWIN  
COUNTY.

It is hereby agreed by and between the solicitors  
of record for the complainant and the respondents that  
this cause may be submitted to the Honorable John D. Leigh  
on the ~~9th~~<sup>9th</sup> day of ~~May~~<sup>June</sup>, and that it may be de-  
cided by him either in vacation or in term time.

Harry J. Smith & Cappey.  
Solicitors for Complainant.

Richardby Fraser & Beck  
Solicitors for Respondents.

14th

Given  
June 7th 1920

D. Williams  
Oregon

THE STATE OF ALABAMA,

Baldwin County.

COUNTY COURT.

WARRANT OF ARREST

THE STATE

vs.

*Ransom McCallum*

For the offense of

*Violating  
Live Stock Sanctuary  
Laws.*

State Witnesses:

Defendant's Witnesses:

I hereby fix bail in this case at \$ *150<sup>00</sup>*  
which the arresting officer may take.

*P. McCallum*

Clerk Circuit Court and Ex-Officio Clerk  
County Court.

WARRANT OF ARREST.

The State of Alabama, }  
Baldwin County.

County Court

TO ANY LAWFUL OFFICER OF THE STATE OF ALABAMA:

You are hereby commanded to arrest Ransom Matthews

and bring him before the Judge of the County Court on

the 3rd day of July, 1922, to answer the State of Alabama on a charge of

Violating Live Stock Sanitary Laws,

preferred by W. M. George

Witness my hand, this 6th day of June, 1922

D. W. Richardson

Clerk of the Circuit Court and Ex-Officio Clerk of the County Court.

HARRY T. SMITH & CAFFEY  
ATTORNEYS AT LAW  
716 - 722 NATIONAL CITY BANK BUILDING  
MOBILE, ALA.

HARRY T. SMITH  
WILLIAM G. CAFFEY.

May  
Twenty-fourth,  
1 9 1 8.

Mr. P. W. Richerson,  
Register of Circuit Court of Baldwin Co.,  
Bay Minette, Alabama.

Dear Sir:-

On Tuesday last the writer went to your office for the purpose of getting permission to take out the chancery file of Steenburg vs. Myers. However, you were at lunch at the time and as we had to take a 12:40 train, we took the liberty of bringing the file with us with the intention to write you immediately on arrival at Mobile that we had the file. We overlooked doing so until today. Under separate cover we are returning you this file, and we are also sending you amendment to the original bill of complaint and amendment to the answer to cross bill, which we would thank you to file.

In addition to filing these papers, we would thank you to enter a decree pro confesso against Wm. P. Myers on proof of publication, a motion for which we also enclose with the file. After this decree pro confesso has been rendered, we would also thank you to give notice to Wm. P. Myers of the amendment to the original bill by entry of notice on the order book for one day or more, as you may think proper.

Very truly yours,

*Harry T. Smith & Caffey*

WGC:LAB



HARRY T. SMITH & CAFFEY  
ATTORNEYS AT LAW  
716 - 722 NATIONAL CITY BANK BUILDING  
MOBILE, ALA.

HARRY T. SMITH.  
WILLIAM G. CAFFEY.

October 18th,  
1918.

Mr. T. W. Richerson, Clerk,  
Circuit Court of Baldwin County,  
Bay Minette, Alabama.

Dear Sir:-

In Re: Alfred C. Steenburg v. Charlotte S. Myers  
and William P. Myers.

Enclosed we hand you objections to cross-interrogatories and rebutting interrogatories, in the above named case.

Very truly yours,

*Harry T. Smith & Caffey*

Enclosures.

HGM.

HARRY T. SMITH & CAFFEY  
ATTORNEYS AT LAW  
716 - 722 NATIONAL CITY BANK BUILDING  
MOBILE, ALA.

HARRY T. SMITH  
WILLIAM G. CAFFEY.

September  
Third  
1 9 1 8.

Mr. T. W. Richerson, Clerk,  
Circuit Court of Baldwin County,  
Bay Minette, Alabama.

Dear Sir:-

On May 23rd, we wrote you asking you to enter a decree pro confesso against William P. Myers on the original bill of complaint in the case of Steenburg against Myers, No. 55, on the equity side of your court. You entered this decree pro confesso on the 27th day of May, of this year. At the same time, we requested you to give William P. Myers notice by entry on the order book, of the amendment of the original bill of complaint. We would thank you to enter a decree pro confesso against William P. Myers on the bill of complaint as last amended according to the motion enclosed herewith. This will put the case at issue so that we may begin taking testimony. Kindly notify us that the decree pro confesso has been entered.

Enclosed we return you the court file in this case, under separate cover.

Very truly yours,

*Harry T. Smith & Caffey*

Enclosure.

WGC:HGM

HARRY T. SMITH & CAFFEY  
ATTORNEYS AT LAW  
716 - 722 NATIONAL CITY BANK BUILDING  
MOBILE, ALA.

HARRY T. SMITH.  
WILLIAM G. CAFFEY.

September  
Twelfth,  
1918.

Mr. T. W. Richerson, Clerk,  
Circuit Court of Baldwin County,  
Bay Minette, Alabama.

Dear Sir:-

We beg to thank you for your favor stating that a decree pro confesso on the bill of complaint as last amended has been taken against William P. Myers in the case of Steenburg vs. Myers. Enclosed we hand you interrogatories propounded by the complainant to his witnesses, who reside in Illinois. We have furnished Mr. Rickarby with a copy of these interrogatories and you will note that he has accepted service of the same. Please file these interrogatories and at the expiration of ten days from the date of filing, please issue a commission to Mr. Sutherland and forward him the interrogatories and any cross interrogatories that may be filed, so that he may take these depositions as promptly as possible.

Very truly yours,

*Harry T. Smith & Caffey*

Enc. 1

WGC:LAB

HARRY T. SMITH & CAFFEY  
ATTORNEYS AT LAW  
716 - 722 NATIONAL CITY BANK BUILDING  
MOBILE, ALA.

HARRY T. SMITH,  
WILLIAM G. CAFFEY.

October  
Twenty-Sixth,  
1 9 1 8.

Mr. T. W. Richerson, Clerk,  
Circuit Court of Baldwin County,  
Bay Minette, Alabama.

Dear Sir:-

Enclosed we hand you amended complaint in the case of J. H. Reichert vs. Jerome H. Sheip and Fannie I. Becker, which you will please file.

We would thank you to advise us whether or not the commission has been issued to take the depositions of M. H. Grosbie, C. W. Bolton, Alfred C. Steenburg and Judge Winslow Evans, in the case of Steenburg vs. Meyers, and if so, when this commission was forwarded to the commissioner.

Very truly yours,

*Harry T. Smith & Caffey*

LAB

Enc. 1

10/29/29  
L. E. Sutherland

L. E. Sutherland

1029

Jefferson  
Bees  
Florida  
J. L.

HARRY T. SMITH & CAFFEY  
ATTORNEYS AT LAW  
716 - 722 NATIONAL CITY BANK BUILDING  
MOBILE, ALA.

HARRY T. SMITH,  
WILLIAM G. CAFFEY.

December  
Seventh,  
1918.

Mr. T. W. Richerson, Clerk,  
Circuit Court of Baldwin County,  
Bay Minette, Alabama.

Dear Sir:-

We beg to thank you for your card of the 4th inst. notifying us that the depositions in the Steenburg case have been received. We would be glad if you would call Mr. Beebe's attention to the fact that these depositions have been filed and ask him if he will agree that they may be published without prejudice. We consent that they be published without prejudice on condition that the solicitors for the respondents make a similar agreement. If Mr. Beebe is willing to have the depositions published without prejudice, by agreement, we would thank you to send them to us so that we may go over them and see whether we desire to take any further testimony.

Very truly yours,

*Harry T. Smith & Caffey*

WGC:LAB

*We consent that depositions above may  
be published without prejudice*

*Richard A. Austin & B...*

HARRY T. SMITH & CAFFEY  
ATTORNEYS AT LAW  
716 - 722 NATIONAL CITY BANK BUILDING  
MOBILE, ALA.

HARRY T. SMITH.  
WILLIAM G. CAFFEY.

March  
Twenty-Second,  
1 9 1 9.

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

Dear Sir:-

We would be glad if you will publish the last depositions received in the case of Steenburg vs. Myers with the consent of Mr. Beebe, without prejudice, and after publishing these depositions, we would thank you to send the same to us in order that we may check them up.

Very truly yours,

*Harry Smith & Caffey*

WGC:LAB

*we hereby consent to that above depositions  
be published without prejudice*

*Respectfully  
atty for depts*

Alfred C Steenburg

VS.

Circuit Court Baldwin County  
In Equity #55

Charlotte S. Myers et al

Comes the Cross Respondent and for answer to the cross bill of Charlotte S. Myers, says.

In answer to the third paragraph of the cross bill this Cross Respondent admits that the payments alleged in the third paragraph of the original bill were made in the manner described in the third paragraph of the cross bill but reiterates the allegations of the third paragraph of the original bill and denies all other allegations of the third paragraph of the cross bill.

Answering the fourth paragraph of the cross bill this cross respondent says that he admits that he owns the said debt and mortgage as trustee for the corporation referred to in said cross bill as the South Western Port Huron Co of Peoria Illinois, the name of which however has now changed its name.

Answering the fifth paragraph of said Cross Bill this cross respondent says that he denies that the said indebtedness was the debt of William P. Myers alone and on the contrary alleges that it was the joint debt of the said William and of the cross-complainant Charlotte S. Myers. This respondent denies all of the other allegations of the fifth paragraph of said cross bill, but he alleges that at the time of the contracting of said indebtedness and of the execution of the notes and mortgage which are the subject matter of this litigation <sup>or those referred to in this paragraph</sup> the said William P. Myers and the Cross Complainant were both residents of the state of Illinois and the said notes and mortgage were both executed in the state of Illinois where said notes were payable and that under the laws of the state of Illinois, as they then existed the wife could bind herself as surety for her husband's debts and these notes and mortgage constituted valid and binding obligations both of the Cross Complainant and her said husband. This respondent denies the other allegations of the said fifth paragraph.

Answering the sixth paragraph of the cross bill this respondent says that the said sale was made to the cross respondent and upon her credit and he denies all of the other allegations of the sixth paragraph.



And this respondent further says that at the times of the contracting of the said indebtedness mentioned in this paragraph and of the execution of the notes and mortgage which are the subject matter of this litigation the said William and Charlotte Myers were both residents of the State of Illinois and the said notes and mortgage were executed in said state where said notes were payable and that under the laws of the State of Illinois as they then existed the wife could bind herself as surety for her husband's debts and said notes and mortgage constituted valid and binding obligations both of the cross complain<sup>ant</sup> and her~~s~~ said husband.

Answering the seventh paragraph of the cross bill this respondent denies all of the allegations thereof.

Answering the eighth~~ninth~~, eleventh and twelfth paragraphs of said cross bill this respondent denies all of the allegations thereof.

Answering the tenth paragraph of the cross bill this respondent admits the allegations thereof except that said foreclosure was real and in accordance with the respondent's rights and the purchase money obtained at said foreclosure was duly credited on said mortgage debt.

And now having fully answered this cross respondent prays to be hence discharged.

Harry J. Smith & Cappy  
Sols. for Cross-Respondent

8th

Alfred C Steenburg, trustee

vs.

Charlotte Meyers et al.

Answer to cross bill

*Filed 5/21/8*  
*J. M. Minnion*  
*Clark*

V

2

tracting of the indebtedness referred to and of the execution of the notes and mortgage referred to the said Wm. P. Myers and the cross-complainant, Charlotte S. Myers, were both residents of the State of Illinois; that said notes and said mortgage were both executed in the State of Illinois, where said notes were payable, and that under the laws of the State of Illinois, as they existed at that time, contracts could be made and liabilities incurred by a wife and the same could be enforced against her to the same extent and in the same manner as if she were unmarried, and by the laws of said state, then and there in force, a wife could become surety for her husband's debts and could bind herself not only for her individual debts, but also for joint debts of herself and husband, and also could bind herself as surety for her husband's debts; and complainant avers that under the laws of the State of Illinois said notes and said mortgage were valid and binding obligations of both the said Charlotte S. Myers and Wm. P. Myers.

4. Answering the sixth paragraph of the cross-bill, this cross-respondent says that the said sale was made to the cross-complainant Charlotte S. Myers and upon her credit, and he denies all of the other allegations of the sixth paragraph of the cross-bill.

And cross-respondent further avers that at the time of the contracting of said indebtedness mentioned in said paragraph and of the execution of the notes and mortgage which are the subject matter of this litigation the said Wm. P. Myers and Charlotte S. Myers were both residents of the State of Illinois, the said notes and mortgage were executed in said State, where said notes were payable, and this cross-respondent further avers that under the laws of the State of Illinois, as they then existed, contracts could be made and liabilities incurred by a wife and the same could be enforced against her to the same extent and in the same manner as if she were unmarried, and by the laws of said state, then and there in force, a wife could become surety for her husband's debts and could bind herself not only

Alfred C. Steenburg, as Trustee,  
Complainant.

-vs-

Charlotte S. Myers, et als.,  
Respondents.

CIRCUIT COURT OF BALDWIN  
COUNTY.

IN EQUITY. NO. 55.

Now comes the cross-respondent and for amended answer to the cross-bill of Charlotte S. Myers, says:

1. In answer to the third paragraph of the cross-bill, this cross-respondent admits that the payments alleged in the third paragraph of the original bill of complaint were made in the manner described in the third paragraph of the cross bill, and this cross-respondent denies all other allegations of the third paragraph of the cross-bill and here reiterates the allegations of the third paragraph of the original bill of complaint.

2. Answering the fourth paragraph of the cross-bill this cross-respondent says that he did own the said debt and mortgage as trustee for the company referred to in said cross-bill as the Southwestern Port Huron Company of Peoria, Illinois, but alleges that said company has since become The Port Huron Company of Illinois, a corporation which succeeded to all of the assets of the said Southwestern Port Huron Company of Peoria, Illinois, and complainant alleges that he now holds said notes and said mortgage as trustee for said The Port Huron Company of Illinois.

3. Answering the fifth paragraph of the cross-bill this cross-respondent says that he denies that the said indebtedness was the debt of Wm. P. Myers alone, and alleges that, on the contrary, it was the joint debt of said Wm. P. Myers and of the cross-complainant Charlotte S. Myers. And this cross-respondent denies all of the other allegations of the fifth paragraph of said cross bill and alleges that at the time of the con-

tracting of the indebtedness referred to and of the execution of the notes and mortgage referred to the said Wm. P. Myers and the cross-complainant, Charlotte S. Myers, were both residents of the State of Illinois; that said notes and said mortgage were both executed in the State of Illinois, where said notes were payable, and that under the laws of the State of Illinois, as they existed at that time, contracts could be made and liabilities incurred by a wife and the same could be enforced against her to the same extent and in the same manner as if she were unmarried, and by the laws of said state, then and there in force, a wife could become surety for her husband's debts and could bind herself not only for her individual debts, but also for joint debts of herself and husband, and also could bind herself as surety for her husband's debts; and complainant avers that under the laws of the State of Illinois said notes and said mortgage were valid and binding obligations of both the said Charlotte S. Myers and Wm. P. Myers.

4. Answering the sixth paragraph of the cross-bill, this cross-respondent says that the said sale was made to the cross-complainant Charlotte S. Myers and upon her credit, and he denies all of the other allegations of the sixth paragraph of the cross-bill.

And cross-respondent further avers that at the time of the contracting of said indebtedness mentioned in said paragraph and of the execution of the notes and mortgage which are the subject matter of this litigation the said Wm. P. Myers and Charlotte S. Myers were both residents of the State of Illinois, the said notes and mortgage were executed in said State, where said notes were payable, and this cross-respondent further avers that under the laws of the State of Illinois, as they then existed, contracts could be made and liabilities incurred by a wife and the same could be enforced against her to the same extent and in the same manner as if she were unmarried, and by the laws of said state, then and there in force, a wife could become surety for her husband's debts and could bind herself not only

No 55 1313

In Equity.

Alfred C Steenberg  
as Trustee  
Compr

vs.

Charlotte S Meyers and  
Respondents

Amended answer to cross-  
bill.

in

Filed 5/27-18  
T W Riceman  
Register

STATE OF ALABAMA )  
 )  
BALDWIN COUNTY )

CIRCUIT COURT.  
NO. 55 --- IN EQUITY.

Alfred C. Steenburg, as Trustee,  
Complainant. )

-vs-

Charlotte S. Myers and Wm. P.  
Myers, )  
Respondents. )

Motion is hereby made for a decree pro confesso against Wm. P. Myers. respondent in the above entitled cause, on the original bill of complaint, on the ground that more than thirty (30) days has elapsed since service by publication upon said respondent, and that said service was duly had according to law and said respondent has failed to demur, plead to, or answer the bill of complaint in this cause to this date.

Dated this the 24th day of May, 1918.

*Harry J. Smith & Casper*  
Solicitors for Complainant.

RECORDED  
257

CATHERINE M. KELLY,

Complainant,

vs.

W. D. STAPLETON, ET AL,

ORIGINAL BILL.

Filed May 23, 1924  
W. A. Stone  
Register



STATE OF ALABAMA,

copy

BALDWIN COUNTY.

THIS INDENTURE, entered into on this the 23rd day of September, 1931, by and between JAMES H. KELLY and CATHERINE M. KELLY, his wife, as Vendors, and W. D. STAPLETON, as Vendee, WITNESSETH:-

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Vendors have and by these presents do hereby GRANT, BARGAIN, SELL AND CONVEY unto Vendee, the following described land in Baldwin County, Alabama, viz:

That certain piece or parcel of land particularly described as follows, viz:- From Southwest corner of Northeast quarter of Section 29, Township 4 South of Range 2 East, run thence east 203 feet for a point of beginning, thence North 433 feet to Bay Bridge Road, thence North 82½ degrees East 205 feet, thence South 459 feet, thence West 203 feet to beginning, the tract described contains two acres. Intending to describe and cover by this description the same property as conveyed to Joseph Schneider and William Stenzel by deed from Richard M. Stanton, et ux, by Deed of Date February 15th, 1928, and as conveyed by Joseph Schneider et. ux, for an undivided one-half interest, to William Stenzel and Arthur Stenzel, by Deed of date June 6th., 1928, said deeds being of record in the Office of the Judge of Probate of Baldwin County, Alabama, in Deed Book 43 N. S., pages 545-6 and Deed Book 45 N. S., page 123, respectively, and by the said William Stenzel and Arthur Stenzel conveyed to James H. Kelly and Catherine M. Kelly by Deed of date October 11th, 1928 and of record in the office of the Judge of Probate of Baldwin County, Alabama, in Deed Book 45 N. S., pages 330-1.

Also, all of the equipment, furnishings, utensils, fittings, fixtures, materials, stock, goods and other personal properties belonging to and used in connection with the "Cochrane Bridge Tourist Camp" heretofore conducted by Vendor's on the above described real property and now being operated by one Lamar Eubanks.

Together with, all and singular, the rights, benefits, privileges, improvements, tenements, hereditaments and appurtenances unto the same belonging or in any wise appertaining.

TO HAVE AND TO HOLD, unto the said Vendee, his heirs and assigns, FOREVER. And the Vendors, for themselves and their heirs, executors and administrators hereby covenant and warrant to and with Vendee, his heirs and assigns, that they are seized of an indefeasible estate in fee simple in and to all of said property; that the same are free from all liens or encumbrances, except as hereinafter specifically noted; that they have a good right to sell and convey the same as herein conveyed; that they will guarantee the peaceable possession thereof and that they will and their heirs, executors and administrators shall forever warrant and defend the same unto the Vendee, his heirs and assigns against the lawful claims of all persons whomsoever.

A vendor's lien is expressly reserved by Vendors herein and is evidenced by two promissory notes, each in the sum of Three Hundred Dollars (\$300.00) drawn to order of vendors by Vendee, and payable at the Baldwin County Bank

Get Release

1/26

one and two years after date, respectively, with interest at eight percent and also the further assumption by Vendee of two certain payments now due upon promissory note of Vendors, payable to order of William Stenzel and now placed with the Bank of Fairhope at Fairhope, Alabama, said payments being due as follows:- One due October 11th, 1931 and one due April 11th, 1932, with interest at the rate of eight percent from date.

Should said Vendee pay all amounts which may become due thereunder, together with the interest thereon, then this conveyance shall be null and void, but if default be made in the payment of said notes or any amount which may become due hereunder, or secured hereby, together with all interest thereon, whether in whole or in part, promptly as the same becomes due, according to the tenor of said notes and the terms hereof, or should there be a failure to fully keep, perform and carry out any of the covenants or agreements herein contained, then in any of said events all amounts due hereunder and secured by this instrument shall automatically and without notice become due and payable at once, and this instrument subject to foreclosure as in the case of past due mortgages, and the said Vendor's, their heirs, assigns, agents or attorneys are hereby authorized and empowered to sell the said property at auction for cash, at the front door of the Courthouse of Baldwin County, Alabama, after first giving notice of the time, place and purpose of said sale by publication once a week for two consecutive weeks in some newspaper then published in Baldwin County, Alabama; at all such sales made hereunder Vendors, their heirs or assigns, may bid for and purchase said property as if strangers to this instrument; all conveyances of the property so sold, whether purchased by Vendors, their heirs or assigns, or by other parties, shall be executed by the said Vendors, their heirs or assigns, or their attorney or agent; for, in the name of, and as the attorney in fact for the Vendee, and the title so made the Vendee, his heirs, executors and administrators will warrant and defend the same as the title is hereinabove warranted.

From the proceeds of the sale hereunder there shall first be paid all costs and expenses incident thereto, including all reasonable attorneys' fees, next there shall be paid all amounts due hereunder, and the balance, if any, shall be paid over to the Vendors.

IN WITNESS WHEREOF, the said James H. Kelly and Catherine M. Kelly, as Vendors, hereunto set their hands and seals, and W. D. Stapleton, as Vendee, hereunto sets his hand and seal on the day and year first above written.

JAMES H. KELLY (SEAL)  
As Vendor.

CATHERINE M. KELLY (SEAL)  
As Vendor.

W. D. STAPLETON (SEAL)  
As Vendee

STATE OF ALABAMA,  
BALDWIN COUNTY.

I, R. C. Heard, a Notary Public in and for said County in said State, hereby certify that James H. Kelly and Catherine M. Kelly, his wife, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and Notarial Seal hereto affixed by me this 23 day of September, 1931.

R. C. HEARD  
Notary Public, Baldwin County,  
State of Alabama.

(affix seal)

24 Release

STATE OF ALABAMA,

BALDWIN COUNTY.

I, R. C. Heard, a Notary Public in and for said County in said State, hereby certify that on the 23rd day of September, 1931, came before me the within named Catherine M. Kelly, known to me to be the wife of the within named James H. Kelly, who, being examined separate and apart from the husband touching her signature to the within instrument, acknowledged that she executed the same of her own free will and accord and without fear, constraints or threats on the part of the husband.

Given under my hand and Notarial Seal hereto affixed by me, this 23rd day of September, 1931.

R. C. HEARD  
Notary Public, Baldwin County,  
State of Alabama.

(affix Seal)

STATE OF ALABAMA,

BALDWIN COUNTY.

I, R. C. Heard, a Notary Public in and for said County in said State, hereby certify that W. D. Stapleton whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and Notarial Seal hereto affixed by me this 23rd day of September, 1931.

R. C. HEARD  
Notary Public, Baldwin County,  
State of Alabama.

(affix seal)

*I made 21 copies of this cert.*

STATE OF ALABAMA,

BALDWIN COUNTY.

KNOW ALL MEN BY THESE PRESENTS, That I, W. D. Stapleton, Jr., a single man, in consideration of fifty (\$50.00) dollars, to me in hand paid by Lucile Kersh, the receipt whereof is hereby acknowledged, and other valuable consideration, do hereby sell, assign and transfer unto the said Lucile Kersh, all of my right, title and interest in and to that certain mortgage heretofore made by Catherine M. Kelly and James H. Kelly, her husband, to William and Arthur Stenzell, dated October 11, 1928, and recorded in Mortgage Book No. 44, pages 178-9 of the Probate Records of Baldwin County, and also the balance of the debt secured by said mortgage now amounting to One Hundred (\$100.00) dollars, with interest from October 11, 1931, and said mortgage transferred by William and Arthur Stenzell to W. D. Stapleton, Jr., on the 26th day of May, 1932, said transfer recorded in Book No. 54 of Mortgages at page 536-37.

TO HAVE AND TO HOLD unto the said Lucile Kersh, her heirs and assigns forever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 20th day of June, 1933.

W. D. Stapleton, Jr.

STATE OF ALABAMA,

BALDWIN COUNTY.

*Ex Robert C*  
*W.C.*  
I, R. C. Heard, a Notary Public, in and for said County in said State, hereby certify that W. D. Stapleton, Jr., a single man, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20th day of June, A. D., 1933.

R. C. Heard, Notary Public,  
Baldwin County, Alabama.

Seal

Filed for record June 20, 1933, at 10:07 A. M. Recorded June 20, 1933.

G. W. Humphries,  
Judge of Probate.

STATE OF ALABAMA,

BALDWIN COUNTY.

KNOW ALL MEN BY THESE PRESENTS, that WHEREAS, heretofore on to-wit October 11, 1928, Catherine M. Kelly and James H. Kelly, husband and wife, executed and delivered to William Stenzel and Arthur Stenzel a mortgage recorded in the office of the Probate Judge of Baldwin County, Alabama, in Mortgage Book 44 page 178-9, conveying the property hereinafter described and conveyed to secure an indebtedness therein recited; and,

WHEREAS, the said William Stenzel and Arthur Stenzel, by instrument dated June 1st, 1932, transferred and assigned said mortgage with the indebtedness thereby secured to W. D. Stapleton, Jr., by instrument recorded in the office of the Probate Judge of Baldwin County, Alabama, in Mortgage Book 54, pages 536-7, and,

WHEREAS, W. D. Stapleton, Jr., did on June 20th, 1933, transfer and assign the said indebtedness to Lucile Kersh by instrument recorded in the office of the Probate Judge of Baldwin County, Alabama, in Mortgage Book 56 page 584-5; and,

WHEREAS, the said Catherine M. Kelly and James H. Kelly, husband and wife, did vest the said William Stenzel and Arthur Stenzel, their heirs and assigns, with full power and authority, upon the happening of default in the payment of said indebtedness, to sell said real estate at auction, for cash, at the front door of the Court House of Baldwin County, Alabama, after having given notice for two consecutive weeks in any newspaper published in Baldwin County, Alabama, and did authorize the said William Stenzel and Arthur Stenzel their heirs, or assigns, agents or attorneys, to conduct the sale and to make deed to the purchaser in their names and as their attorneys in fact, and did authorize the said William Stenzel and Arthur Stenzel their heirs or assigns, to bid at any sale held thereunder as though a stranger to the instrument; and,

WHEREAS, default having been made and continuing in the payment of the indebtedness secured by the said mortgage and said Lucile Kersh, as Transferee and owner of the mortgage and the debt secured thereby, after giving notice of the time, place and terms of sale, together with a description of the property, by publication once a week for two consecutive weeks in the Baldwin Times, a newspaper published in Bay Minette, Baldwin County, Alabama, acting by and through H. M. Hall, as attorney, did offer the said property for sale at auction, in front of the Court House door of Baldwin County, Alabama, at 12 o'clock noon on the 26th day of February, 1934, and at such sale the said Lucile Kersh became the purchaser for and at the sum of One hundred eighty dollars (\$180.00), the same being the highest, best and last bid; that notice of the said sale was given and the said sale held and made in all things in strict compliance with said mortgage and with the statutes made and provided;

NOW THEREFORE, in consideration of the premises and the sum of \$180.00 to them in hand paid, the said Catherine M. Kelly and James H. Kelly, husband and wife, acting by and through H. M. Hall, as attorney conducting the sale and as their attorney in fact, under and by virtue of the powers contained in said mortgage and of the statutes made and provided, do hereby grant, bargain, sell and convey unto the said Lucile Kersh, all of the following described real property situated in Baldwin County, Alabama, to-wit:

From Southwest corner of Northeast quarter of Section 29, Township 4 South of Range 2 East, run thence East 203 feet for a point of beginning; thence North 433 feet to Bay Bridge Road, thence North 82½ degrees East

KNOW ALL MEN BY THESE PRESENTS that William Stenzel and Arthur Stenzel, in consideration of Ten Dollars to them paid by W. D. Stapleton, Jr., the receipt of which is hereby acknowledged, and other valuable consideration, do hereby ASSIGN AND TRANSFER unto the said W. D. Stapleton, Jr., all of their right, title and interest in and to that certain mortgage heretofore made by Catherine M. Kelly and James H. Kelly, her husband, to William and Arthur Stenzel, dated October 11th, 1928, and recorded in Mortgage Book 44 pages 178-9 of the Probate Records of Baldwin County, also the balance of the debt secured by said mortgage now amounting to One Hundred Dollars with interest from October 11, 1931, the note evidencing said debt and the land described in said mortgage.

TO HAVE AND TO HOLD, unto the said W. D. Stapleton, Jr., his heirs and assigns, forever.

IN WITNESS WHEREOF, the mortgagees aforesaid have hereunto set their hands and seals at Chicago, Illinois on the 1st day of June, 1932, and at Robertsedale, Alabama on the 26th day of May, 1932.

William Stenzel (Seal)  
Arthur Stenzel (Seal)

*cf. Robert B.*  
STATE OF ILLINOIS,  
COOK COUNTY. SS

I Emmett W. Kilcran a Notary Public in and for said State and County, do hereby certify that Arthur Stenzel, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1st day of June, 1932.

Emmett W. Kilcran, Notary Public  
Cook County, Illinois.

*W.B.*  
(SEAL)

STATE OF ALABAMA,  
BALDWIN COUNTY.

I, Bernice S. Folmar, a Notary Public, in and for said State and County do hereby certify that William Stenzel, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of this instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the Third day of June, 1932.

Bernice S. Folmar, Notary Public,  
Baldwin County, Alabama.

(SEAL)

Filed for record July 9, 1932 at 9:45 A.M. Recorded July 11, 1932.

G. W. Humphries, Judge of Probate.

Norborne Stone, Notary Public,  
Baldwin County, Alabama.

(SEAL)

I hereby certify that the mortgage or privilege tax,  
on within instrument was paid by the lender or creditor.

William Stenzel by J. L. Kessler.

STATE OF ALABAMA,

BALDWIN COUNTY.

PROBATE COURT.

Filed in office this 19 day of Oct. 1928--8 A. M. and  
duly recorded in Mtg. Book No. 44 pages 178-9. And I certify that  
\$1 cts 05 license or privilege tax, paid as required by Act of  
Legislature approved August 22, 1923.

G. W. Humphries, Judge of Probate  
By J. L. Kessler, Clerk.  
G. W. Humphries.

205 feet, thence South 459 feet, thence West 203 feet to beginning, the tract described contains two acres;

TO HAVE AND TO HOLD, unto the said LUCILE KERSH, her heirs and assigns, forever.

IN WITNESS WHEREOF, said CATHERINE M. KELLY and JAMES H. KELLY, husband and wife, by H. M. Hall, as attorney conducting the sale, and as their attorney in fact, have hereunto set their hands and seals on this the 26th day of February, 1934.

Catherine M. Kelly, (SEAL)

By H. M. Hall, (SEAL)  
As attorney conducting the sale and as attorney in fact.

James H. Kelly, (SEAL)

By H. M. Hall, (SEAL)  
As attorney conducting the sale and as attorney in fact.

*E. Shepard*  
STATE OF ALABAMA,

BALDWIN COUNTY.

I, J. P. Beebe, a Notary Public, in and for said State and County, hereby certify that H. M. Hall, whose name as attorney conducting the sale and as attorney in fact for Catherine M. Kelly and James H. Kelly, husband and wife, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such attorney conducting the sale and as attorney in fact for Catherine M. Kelly and James H. Kelly, husband and wife, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 26th day of February, 1934.

J. P. Beebe, Notary Public,  
Baldwin County, Alabama.

(SEAL)

Filed for record March 8, 1934, 9:25 A. M. and recorded March 22, 1934.

*G. W. Humphries*  
G. W. Humphries, Judge of Probate.



notice of the time and place of said sale by publication once a week for two consecutive weeks in some newspaper then published in Baldwin County, Alabama; at any such sale made hereunder the mortgagees their heirs, agents or assigns or attorneys may bid for and purchase the said property as if strangers to this instrument; all conveyances and bills of sale for property sold hereunder, whether purchased by mortgagees, their heirs, assigns, agents or attorneys, are by other parties, shall be executed by the said mortgagees, their heirs, and assigns, for, in the name of and as the attorney in fact for the mortgagors, their heirs, executors and administrators, and the title so made by said conveyance, the mortgagors, their heirs, executors and administrators, will warrant and defend the same as the title is herein warranted; from the proceeds from any such sale there shall first be paid all expenses incident thereto, including a reasonable attorney's fee for foreclosure and sale; next there shall be paid all amounts due hereto, together with all interest thereon, and the balance, if any, shall then be paid over to the mortgagors.

In event any suit or legal proceeding is instituted by or against the mortgagors or mortgagees in connection with this instrument, the debt secured or the property covered herein, then all expenses and costs incurred or paid by the mortgagees in connection therewith including a reasonable attorneys fee, shall be added to, become a part of the debt secured hereby and be due and payable, together with interest thereon, at the rate of 8% per annum, on the due date and as a part of said note, or the foreclosure if mortgagors are already in default.

IN WITNESS WHEREOF, the said Catherine M. Kelly and James H. Kelly hereto set their hands and affix their seals as mortgagors, on the day and year first above written.

WITNESSES:  
Norborne Stone  
Herbert Crandall.

Catherine M. Kelly (Seal)  
James H. Kelly (Seal)

STATE OF ALABAMA,  
BALDWIN COUNTY.

I, Norborne Stone, a Notary Public, in and for said County in said State, hereby certify that James H. Kelly and Catherine M. Kelly, his wife, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal this October 11th., 1928.

Norborne Stone, Notary Public,  
Baldwin County, Alabama.

(SEAL)

STATE OF ALABAMA, )  
BALDWIN COUNTY.

I, Norborne Stone, a Notary Public, in and for said County in said State, do hereby certify that on the 11th., day of October, came before me the within named Catherine M. Kelly, known to me to be the wife of the within named James H. Kelly, who, being examined separate and apart from the husband, touching her signature to the within instrument acknowledged that she signed the same of her own free will and accord and without fear, constraint or threats on the part of the husband.

IN WITNESS WHEREOF I hereto set my hand and notarial seal on this the 11th day of October, 1928.

STATE OF ALABAMA,

BALDWIN COUNTY.

THIS MEMORANDUM, made and entered into on this the 11th., day of October, 1938, by and between, CATHERINE M. KELLY and JAMES H. KELLY, husband and wife, as mortgagors, and WILLIAM STENZEL and ARTHUR STENZEL, as mortgagees, WITNESSETH:

WHEREAS, the mortgagors are justly indebted to the mortgagees in the principal sum of Seven Hundred and no/100 Dollars (\$700.00) as evidenced by note of even date herewith executed by mortgagors and payable to the order of the mortgagees at the Fairhope State Bank, Fairhope, Alabama, in installments of One Hundred Dollars (\$100.00) each six months beginning April 11th., 1929, and ending April 11th., 1932, together with interest thereon at 8% per annum from date, interest payable on installment dates with the right and privilege in mortgagor to pay all and discharge on any installment date in advance, interest to cease at date of payment; said \$700.00 being the balance due on the purchase price of property hereinafter described.

NOW THEREFORE, in consideration of the premises and in order to secure the prompt payment of said indebtedness as the same become due, and all other amounts that may become due hereunder, the said Mortgagors have and by these presents do hereby GRANT, BARGAIN, SELL, CONVEY, TRANSFER, SET OVER, ASSIGN AND DELIVER unto the said mortgagees, the following described real and personal property in Baldwin County, Alabama, viz:-

From the Southwest corner of the Northeast Quarter of Section 29, Township 4 South of Range 2 East, run East 203 feet for a point of beginning, thence North 433 feet to Bay Bridge Road, thence North 82½ degrees East 205 feet, thence South 459 feet, thence West 203 feet to beginning, the tract described contains two acres.

Also all of the equipment, furnishings, utensels, fixtures, fittings and all other personal property other than stock and materials on hand, belonging to and used in connection with Cochrane Bridge Tourist Camp this day purchased by mortgagors from mortgagees and located on the above described property. Intending to cover and describe by this instrument all of the real and personal property this day conveyed to mortgagors by mortgagees SAVE and EXCEPT the materials, stock and goods on hand.

Together with all and singular, the rights, benefits, improvements, privileges, hereditaments, tenements and appurtenances unto the same belonging or in anywise appertaining:

TO HAVE AND TO HOLD, unto the said mortgagees, their heirs and assigns, FOREVER.

And the said mortgagees, for themselves and their heirs, executors and administrators hereby covenant and warrant to and with the mortgagors, their heirs and assigns, that they are seized of an indefeasible estate in fee simple in and to all of said property; that the same are free from all liens or encumbrances except as herein specifically notes; that they have a good right to sell and convey the same as herein conveyed, that they will guarantee the peaceable possession thereof and that they will and their heirs, executors and administrators shall forever warrant and defend the same unto the said mortgagors, their heirs and assigns, against the lawful claims of all persons whatsoever.

Copy of Deed A

SUBJECT HOWEVER, to a first mortgage on the above described real estate executed by William Stenzel and Joseph Schneider to Richard M. Stanton, of record in the office of the Judge of Probate of Baldwin County, Alabama, on which there remains the principal sum of \$300.00 with interest, which said mortgage has by the mortgagors been this day assumed in connection with the purchase of said property from mortgagees and the said mortgagors do for themselves and their heirs, executors and administrators, further covenant with the said mortgagee their heirs and assigns, that so long as said note or any part thereof shall remain unpaid, as follows:-

To pay said indebtedness as the same becomes due; to pay all taxes and assessments and all other charges that may be levied, assessed or which may accrue against or on said property, this instrument or the debt secured hereby, when due and payable according to law and before the same become delinquent; to keep ~~the~~ improvements now or which may be hereafter erected on said premises in good order and repair and not to commit or permit waste thereof nor to do nor permit any act to be done whereby the property covered hereby will become less valuable and to keep same improvements on said lands insured against loss or other damage by fire to the extent of \$700.00 or in event insurance cannot be obtained to this amount, then to the extent of insurable value, Policy to be in company acceptable to mortgagees to whom the policy shall be delivered with premiums paid and containing the New York Standard Clause for mortgagees with loss payable to mortgagees as their heirs or assigns, as their interest may appear.

*Es. Relief P.*  
It is further covenanted and agreed that should the mortgagors fail to pay said indebtedness, any installment thereof, the interest thereon, or any part of either, promptly as the same become due and such default continuing for thirty days, or to keep and perform all of the covenants and agreements herein contained, then the entire debt remaining secured by these presents shall, at the option of the mortgagee, become ~~due~~ at once due and payable and this without notice to the mortgagors; should mortgagors, their heirs, executors or administrators fail to pay said taxes, amounts or other charges hereinabove covenanted to be paid before the same become delinquent or take out and pay premiums on said insurance, then the mortgagees and their heirs, or assigns, may at their option do so, and all amounts so paid, together with all expenses incurred in connection therewith shall be added to and become a part of the debt secured hereby and bear interest at the rate of 8% per annum from date of payment and shall be due and payable on the due date as a part of the next maturing installment; no payment by the mortgagees under this provision, however, shall constitute a waiver of any rights they may have be reason of such breach by mortgagors until and after full re-payment thereof has been made to and accepted by mortgagees.

This conveyance and covenants herein contained and made upon the following express conditions:- That if the said Mortgagors shall well and truly pay or cause to be paid all amounts due and which may become due hereunder or secured hereby, together with all interest thereon and shall keep and perform all of the covenants and agreements hereincontained, then this conveyance shall become null and void. But if the mortgagors shall fail to pay said note, the interest thereon, or any amounts due hereunder or to keep and perform the covenants and agreements herein contained, then the said mortgagees, their heirs, executors, administrators, agents or attorneys are hereby authorized and empowered to sell the real estate covered hereby, at auction, for cash, at the front door of the Court House of Baldwin County, Alabama, after first giving notice of the time and place of said sale by publication once a week for two consecutive weeks in some newspaper then published in Baldwin County, Alabama, and to sell the other property covered hereby at the place or places where located, at time of sale, at auction, for cash after first giving

STATE OF ALABAMA,     |     IN THE CIRCUIT COURT OF SAID COUNTY  
                          \*     IN EQUITY                    No. 55  
COUNTY OF BALDWIN.   |

TO THE HONORABLE F. W. HARE, JUDGE:-

Humbly complaining your oratrix, Catherine M. Kelly as Complainant, brings this bill of complaint against W. D. Stapleton, Lucille Kersh and the Baldwin County Bank, a Corporation, as Respondents and respectfully shows:

FIRST.

Complainant is over the age of twenty-one years; Respondents, W. D. Stapleton and Lucille Kersh are each over the age of twenty-one years and reside in Baldwin County, Alabama, and the Baldwin County Bank is a corporation organized under the laws of Alabama, having its principal place of business at Bay Minette, in Baldwin County, Alabama.

SECOND.

On October 11th, 1928 Complainant and James H. Kelly, her husband, mortgaged to William Stenzel and Arthur Stenzel that certain land in Baldwin County, Alabama, particularly described as follows, viz:

"From Southwest corner of Northeast quarter of Section 29, Township 4 South of Range 2 East, run thence East 203 feet for a point of beginning; thence North 433 feet to Bay Bridge Road, thence north  $82\frac{1}{2}$  degrees East 205 feet, thence South 459 feet; thence West 203 feet to beginning, the tract described contains two acres in Baldwin County, Alabama."

Said mortgage is recorded in Mortgage Book 44, pages 178-9 of the Probate Records of Baldwin County, Alabama, and a copy is hereto attached and marked Exhibit "A"; On ~~October 11th~~ <sup>May 26th</sup>, 1931, when the unpaid balance due on said mortgage indebtedness amounted to to-wit; One Hundred Dollars, the mortgagees, William Stenzel and Arthur Stenzel executed and delivered transfer of said mortgage and balance by written instrument recorded in Mortgage Book 54, pages 536-7 of the Probate Records of Baldwin County, Alabama, and a copy is hereto attached and marked Exhibit "B", and on to-wit; June 20th, 1933, a written instrument

was signed by W. D. Stapleton, Jr., purporting to convey said mortgage and balance to respondent, Lucille Kersh. Said written instrument is recorded ~~on Book 54, pages~~ of the Records of Baldwin County, Alabama, and a copy thereof is hereto attached and marked Exhibit "C". Complainant alleges that the transferees severally on the dates of said respective transfers to them as shown by Exhibit "B" and Exhibit "C", before the mortgage Exhibit "A" was foreclosed, went into possession of the aforesaid property, thereafter collected large amounts of rent, to-wit; thirty dollars per month, aggregating total collections by them of to-wit; Five Hundred and Seventy Dollars, (\$570.00) which was far in excess of the balance due on the mortgage debt and for which rents they are accountable and which rents should be credited on the mortgage debt and if so credited would fully pay and extinguish the same.

THIRD.

Complainant further avers that the Respondent, Lucille Kersh, the person named as transferee in instrument, copy of which is attached as Exhibit "C", claiming that the mortgage indebtedness so transferred to her had not been paid, acting under the provisions of said mortgage and powers therein contained, advertised and sold said property to herself as purchaser on to-wit, February 16<sup>th</sup>, 1934, and now claims the property as purchaser, but complainant alleges that the mortgage debt having been paid as hereinabove alleged, the said mortgage was improperly foreclosed and the sale passed no title to her and is void but a foreclosure deed has been made to the said Lucille Kersh and is recorded on the records of Baldwin County, Alabama, ~~on Deed Book \_\_\_\_\_ N. S. page \_\_\_\_\_~~, and a copy is hereto attached and marked Exhibit "D". Complainant now alleges that no balance is due by her on the mortgage so foreclosed, but she now offers to pay any balance that may be found to be due thereon by decree of this court.

FOURTH.

Complainant further alleges that on to-wit; September 27<sup>th</sup> 1931, Complainant contracted to sell to W. D. Stapleton

the property hereinabove described, complainant's husband, James H. Kelly, joining in the instrument, and in the contract W. D. Stapleton assumed and agreed to pay the balance due on the mortgage, copy of which is hereto attached as Exhibit "A," and as the purchase price for said property, in addition to said balance, he executed and delivered to Complainant two promissory notes for Three Hundred Dollars each dated September 23rd, 1931, and payable one year and two years after date respectively, with interest at eight percent per annum and said notes secured by a vendor's lien on said property have not been paid. Complainant attaches hereto and marks Exhibit "E", a copy of her contract or vendor's lien deed with W. D. Stapleton, the original of which is duly recorded on the probate records of Baldwin County, Alabama; And complainant alleges that the said notes above described provide among other things that the maker waives as to this debt all right of exemption under the constitution and laws of Alabama as to personal property and agrees to pay all costs of collection, including a reasonable attorney's fee and she further alleges that the said W. D. Stapleton having defaulted in payment of said notes, she placed the notes and the vendor's lien deed in the hands of her attorney for enforcement; That such attorney's fees thereby became part of the mortgage debt secured by the Vendor's lien hereinabove referred to and that W. D. Stapleton owes on the debt so secured the amount of the aforesaid notes, interest thereon from September 23rd, 1931 and reasonable attorney's fees for collection, all of which is now subject to foreclosure of the aforesaid security. The said notes and vendor's lien are the property of complainant.

FIFTH

Complainant further alleges that the Respondents, W. D. Stapleton, and Leila Stapleton, his wife, on to-wit; December 15th, 1931, executed and delivered to the Respondent, the Baldwin County Bank, a warranty deed conveying the aforesaid property to said bank, which said deed has not been recorded by Complainant is advised and believes and upon said

information and belief states that the said Baldwin County Bank claims title to the aforesaid land under the aforesaid deed from W. D. Stapleton and wife, but complainant alleges that such title is subject to the vendor's lien indebtedness in deed from complainant to said W. D. Stapleton, copy of which is attached as Exhibit "E" to this bill of complaint and is subject to foreclosure in this suit. Complainant refers to exhibits hereto attached marked Exhibit "A", Exhibit "B", Exhibit "C", Exhibit "D" and Exhibit "E" and makes same a part of this bill of complaint.

PRAYER FOR PROCESS

The premises considered, Complainant prays that your Honor will take jurisdiction of the cause made by this bill of complaint and that by proper process issuing to them from this court the said W. D. Stapleton, Lucille Kersh and Baldwin County Bank be made parties respondent hereto and be required to answer the charges herein made in all things as required by the rules and practices of this court.

PRAYER FOR RELIEF

Complainant further prays that your Honor will order a reference to ascertain: (1) the balance due on the mortgage debt from Complainant et al, to William Stenzel, et al, copy of which is attached as Exhibit "A" and will direct the master to whom said matter is referred, in determining said balance to ascertain and deduct from the original amount due, all amounts of rent collected by W. D. Stapleton, Jr., and Lucille Kersh during the periods of their respective holdings under transfers attached as Exhibit "B" and Exhibit "C"; (2) the amount due to complainant from W. D. Stapleton, copy of which is attached as Exhibit "D" and will direct the master to whom said matters are referred in determining said balance to add to the balance due on the unpaid notes, interest at eight percent per annum from the date of said notes and a reasonable attorney's fee and to make report of his holdings to this court.

Complainant further prays that upon the coming in of said report your Honor will enter a decree finding that the mortgage, copy of which is attached as Exhibit "A" has been paid in full and will direct that the same be cancelled; That you will enter a judgment against W. D. Stapleton for the amount found to be due by him under contract with complainant, copy of which is attached as Exhibit "B" and will require him to pay the said amount within such time as may be fixed by your Honor's decree and failing in which that the vendor's lien described in Exhibit "C" be foreclosed and the property sold under such orders as your Honor may direct and that of the proceeds of said sale the costs of this proceeding shall first be paid, after which the amount found to be due to Complainant under the said vendor's lien deed be paid and that the balance of such proceedings be paid to whomsoever it shall be found it is justly due.

Complainant prays for such other, further and different relief as may be due to her in the premises.

B. F. Vermillion  
SOLICITOR FOR COMPLAINANT.

FOOT NOTE: The Respondents, and each of them are required to answer each and every allegation and paragraph of the foregoing bill of complaint, but their oaths thereto are hereby expressly waived.

B. F. Vermillion  
SOLICITOR FOR COMPLAINANT