THE STATE OF ALABAMA,
BALDWIN COUNTY.

CIRCUIT COURT OF BALDWIN COUNTY,
IN EQUITY.

To any Sheriff of the State of Alabama—GREETING:

WE COMMAND YOU, That you summon Frank Flomayer, and Florence Flomayer,

of Baldwin County, to be and appear before the Judge of the Circuit Court of Baldwin County, exercising Chancery jurisdiction, within thirty days after the service of Summons, and there to answer, plead or demur, wihout oath, to a Bill of Complaint lately exhibited by John Dellees,

against said Frank Flomayer and Florence Flomayer,

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

WITNESS, T. W. Richerson, Register of said Circuit Court, this 9th day of April 191 8.

T. W. Richerson
Register.

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

2 nd Original

Serve on.....

CIRCUIT COURT OF BALDWIN COUNTY,

IN EQUITY.

No. 72.

SUMMONS.

John Dalleas

vs.

Frank Flomayer and

Florence Flomayer,

Rickabby Austill and Belee.

Solicitor for Complainant.

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

Defendants live near Lillian Ala

THE STATE OF ALABAMA,

BALDWIN COUNTY.

Received in office this 9 day of April 1918

C E Embanks

Sheriff.

Executed this 7 day of May 1918

by leaving a copy of the within Summons with

Frank Flomayer

and Florence Flomayer

Defendant

C E Embanks

Sheriff

By .....

Deputy Sheriff.

2nd Original

Serve on .....

CIRCUIT COURT OF BALDWIN COUNTY,

IN EQUITY.

No. 72.

SUMMONS.

John Dalleas

vs.

Frank Flomayer and

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

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THE STATE OF ALABAMA,

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and Florence Flomayer

Defendant

C E Eubanks

Sheriff

By .....

Deputy Sheriff.

JOHN DALLEAS, Complainant, VS FRANK FLOYMAYR, et al, Defendants.	)	NO. IN EQUITY. IN THE CIRCUIT COURT OF BALDWIN COUNTY.

This cause coming on to be heard upon the prayer of Complainant for a writ of injunction to restrain Respondents from disposing of certain personal partnership property during the pendency of the litigation, and said petition being properly verified, it is hereby ordered that the Register of this Court upon bond being furnished in the sum of TWO HUNDRED DOLLARS with sureties to be approved by him, do issue this Court's writ of injunction against FRANK FLOYMAYR and ELISE FLOYMAYR commanding them to refrain from disposing of any part of the live stock, poultry, farm implements, supplies, and machinery now upon the property described in the bill of complaint and until further orders by this Court.

Done in Chambers at Greenville, Alabama, this the 8th day of March, Nineteen Hundred and Eighteen.

A B Foscue
Judge.

3

Filed 3/9-18
T. W. Richmond
Register

Decree recorded in
[illegible] Book, page 19,
1919

3

Filed 3/9-18
T. W. Richmond
Register

Deed recorded in
[illegible], Page 19,
1919

I do not remember how the money was spent but know that it was a l spent for farming purposes and not for the purchase of land or paying any mortgage on lands. I cannot make my answer any more thorou h than this.

To the IOth Interrogatory he saith

I have on hand the following articles

I have eleven head of cattle, 3 horses, disc harrow, wagon, drill, ploughs (2) cultivator, small wagon, engine, corn grinder, hay rake, mower, no fertilizer on hand. food cutter.

To the IIth. Interrogatory he saith:-

We have never harvested any crops on the land since Dalleas was engaged with me in farming operations, I mean a full crop, the crops have been a failure each year owing to dif ferent causes, two storms and droughts, besides bad seasons made it impossible tom raise any good crop.

I sold very little produce not enought to pay for raising it. We had only 45 bushels of corn off ten acres, and this was damaged and was fed to the stock.

-------To the Twelfth interrogatory he saith.

Dallaes and myself were partners in the farming operations by the terms of which he was to share withe me all gains and all losses, there was neve er any profits but always losses, he was never to have any interest in my lands but only in the produce produced on said lands. It was my homestead, he had lands of his own near by (40) acres and I do not c claim any interest in that.

Frank Floymayr

State of Alabama.

Baldwin County. I Frank S Tone a Notary Public in and for said County and State hereby certify that Frank F oymayr whose name is signed to the foregoing answers appeared before me this June 23rd. and after being by duly sworn doth depose and say under oath that the answers to the fore going interrogatories and true to the best of his ~~knowledge~~ information and belief.

Frank S Tone

Notary Public Baldwin County A

7a

John Dallas
et al

v.

Frank Floymayr
et al

Deft's answers to Compt's interrogatories.

Filed June 23/19

T. W. Rickmore

Register

John Dallas
et al

v.

Frank Stoymayr
et al

Defts' answers to Compts' interrogatories.

Filed June 23/19

T. W. Richmond

Register

out of which I used $185 in buying the 10 acre tract.

To the 6th. Intg. he saith:-

I did write letters to Dalleas from Dec. 1915 to Oct. 1917 about the farm and asking him for money. Some times he sent some money and some times he wrote he did not have it. This money was used in farming operations on the land but not to put any improvements on the land.

To the 7th. Interrogatory he saith:-

In Oct. 1917 Mr and Mrs Dalleas came to Elberta, I never had any agrement of any kind with Mrs Dalleas and I refused to let her meddle with the affairs of myself and her husband, I informed Dalleas all about the farming operations whenever he asked about them. Mrs Dalleas was a woman of ungovernable temper, and cursed both my wife and myself. I refused to have anything to do with her.

I told Dalleas if he could not get along to go away. (~~Defendant respectfully refuses to answer this~~ I never struck Mrs Dalleas with a pitchfork, but told her to stay away from me.

To the 8th. interrogatory he saith:

I did deed the homestead to my wife after Dalleas came south, she already owned one half in her own name and it was my homestead, I also gave her a bill of sale for some personal property.

To the 9th. Interrogatory he saith.

I cannot attach a complete statement showing all amounts of money received from Mr Dalleas, I never had any agrement of any kind with Mrs Dalleas at any time. I did not keep any account of expenditures for Dalleas had told me to use the money as I liked, I do know however that the money was all used for farm expenses a and buying stock implements, vehicles and fertilizers and paying farm labor and that we never did make any money but lost money every year from the start.

do not know nor can I ascertain.

He did not furnish me with clothes and groceries worth approximately $500.oo or anything near that amount.

He sent clothes amounting to about $5.oo and also a pair of rubber boots amounting to about $5.oo½ he tried to make us accept some Hotel linen such as table cloths, towels and napkins but as they were all marked with the name of the Hotel which owned them and from whom they had been taken we refused to accept them at all under any circumstances for we were satisfied that he did not own them.

To the Fourth Interrogatory he saith

It was understood that any money firnished by Dalleas should be used for general farm purposes and it was so used, it was not understood that he had or would acquire any interest in my homestead land described above but only in the profits and losses of the farming operations.

The improvements on the farm were made with my own money and my wifes money, we used Dalleas money for farming operations and in stocking the farm, for labor and for fertilizer. The $155 mortgage on the 40 acres was paid by me before I ever met Dalleas. Six Hundred dollars was not paid for clearing the 40 acres, part of it was already cleared when I met Dalleas, it was partly cleared by Keppler.

This 40 acres was NOT put into any partnership for it was not mine I owned one half and my wife owned one half, the USE of this 40 acres was put into the partnership for farming but no interest in any of the land. I did use some of the money furnished by Dalleas in purchasing live stock- implements vehicles and machinery and he was to have one half interest in these but not in the land itself.

I Bought 2 horses on e colt and 5 heifers and calves with my own money before Dalleas furnished any money.

To the 5th. interrogatory he saith

I did not buy the 10 acres adjoining with Dalleass money, I asked him for it and he said he had no money, I borrowed from Mrs Hartz $200.oo

John Dalleas.

vs.

Frank Floymayr.

In the Circuit Court of Baldwin County.

Equity Side.

The answers to the interrogatories propounded to Defendant by Plaintiff, under the provisions of Article 9 Code of Alabama.

To the First Interrogatory he saith.

My wife and myself were visiting New York City in August 1915 but our homestead was in Baldwin County Alabama on The NE¼ of the SE¼ of Section 32 Township 7 South of Range 5 East which was owned jointly by myself and my wife Elise Floymayr, it was deed to both of us. It was mortgaged to Baldwin County Colonization Company for balance of purchase money amounting to about $600.oo

---

To the 2nd. Interrogatory he saith.

John Dalleas proposed to me three times to furnish money to run the farm on shares of the profits and was also to stand his share of the losses, he did not agree to contribute $1500 or any like amount for he did not have it, he agreed to furnish money from time to time as he wanted to and agreed to continue to do so until the farming venture would make money, he did not do so but quit sending money before we got the farm on a paying basis; it was agreed that he would not have any interest in the land but only in the profits of the farm and he was to have one half interest in such tools, implements and stock which were bought with his money from time to time. The proceeds were to be divided and also both of us were to stand the losses, my wife Elise Floymayr was not a party to this agrement.

To the 3rd. interrogatory he saith:-

My wife and myself returned tom our homestead described above and Dalleas remained in New York. He sent some money but the approximate amount I have no means of ascertaining, but I do know that all the money he sent was spent in buying implements, stock, fertilizer and used in trying to make the farm pay, we did not make the farm pay but lost money from the start bad seasons, failure of crops, and the storms destroyed all the crops. Some of this money was sent by P O Orders but the amount I

John Dalleas, Complainant VS Frank Floymayr, and Elise Floymayr, Defendants	)	Circuit Court, Baldwin County, Ala. In Equity

It is agreed between the parties hereto, by their Solicitors, that Complainant will amend his original bill setting out whether or not the original partnership agreement was in writing or was an oral agreement, that upon such amendment, the defendants will file their answer within 20 days, and will withdraw his demurrers.

Richard Austill & Beck
Attorneys for Complainants

Stone & Stone
Attorneys for Defendants.

Mess. Stone & Stone, Solicitors for defendant, Elise Floymayr, hereby accept service on the bill in this cause and waive service by sheriff.

Stone & Stone
Solicitor for Elise Floymayr.

gee

Filed July 23/18
T. W. Richardson
Register

JOHN DALLEAS, COMPLAINANT. VS FRANK FLOYMAYR and ELISE FLOYMAYR. DEFENDANTS.	:	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA. IN EQUITY. NO. 72

Comes the Complainant in the above styled cause and by agreement of counsel files this amendment to his original bill, as follows

3. The Complainant alleges that the said contract of partnership was an oral contract made in the city of New York and subsequently ratified and repeatedly referred to in numerous letter from the said FRANK FLOYMAYR to your Orator.

Richarby Austill & Burke
Attorneys for Complainant.

Defendant is required to plead, answer or demur to the bill as amended, but not under oath; oath is hereby expressly waived within the time specified in the agreement of counsel filed in this cause.

Richarby Austill & Burke

Notice of above amendment waived and service by required by law not required.

Stone & Stone
Solicitors for defts

9a

Filed 7/29-18
T M Riemann
Register

THE STATE OF ALABAMA,
BALDWIN COUNTY.

CIRCUIT COURT OF BALDWIN COUNTY,
IN EQUITY.

To any Sheriff of the State of Alabama—GREETING:

WE COMMAND YOU, That you summon Frank Flomayer, and Florence Flomayer,

of Baldwin County, to be and appear before the Judge of the Circuit Court of Baldwin County, exercising Chancery jurisdiction, within thirty days after the service of Summons, and there to answer, plead or demur, wihout oath, to a Bill of Complaint lately exhibited by

John Dellees,

against said Frank Flomayer and Florence Flomayer,

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

WITNESS, T. W. Richerson, Register of said Circuit Court, this 9th day of April 1918.

T. W. Richerson
Register.

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

Copy

Serve on.....

CIRCUIT COURT OF BALDWIN COUNTY,
IN EQUITY.

No. 72.

SUMMONS.

John Dellees

vs.

Frank Flomeyer and
Florence Flomeyer,

Rickarby Austill and Belloc,
Solicitor for Complainant.

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

THE STATE OF ALABAMA,
BALDWIN COUNTY.

Received in office this.....
day of .....191.....

.....
Sheriff.

Executed this.....day of
..... 191.....
by leaving a copy of the within Summons with
.....
.....
Defendant

.....
Sheriff

By .....
Deputy Sheriff.

Served May 7-1918 about 3 o'clock - Received here May 8. 1918
N. Wallace

8587 SUMMONS—Original.

Baldwin Times Print.

THE STATE OF ALABAMA,
BALDWIN COUNTY.

CIRCUIT COURT OF BALDWIN COUNTY,
IN EQUITY.

To any Sheriff of the State of Alabama—GREETING:

WE COMMAND YOU, That you summon Frank Flomayer, and Florence Flomayer,

of Baldwin County, to be and appear before the Judge of the Circuit Court of Baldwin County, exercising Chancery jurisdiction, within thirty days after the service of Summons, and there to answer, plead or demur, wihout oath, to a Bill of Complaint lately exhibited by John Bellows,

against said Frank Flomayer and Florence Flomayer,

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

WITNESS, T. W. Richerson, Register of said Circuit Court, this 9th day of April 191 8.

T. W. Richerson
Register.

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

Copy.

Serve on.....

CIRCUIT COURT OF BALDWIN COUNTY,

IN EQUITY.

No. 72.

SUMMONS.

John Pallord

vs.

Frank Flomoyer and

Florence Flomoyer,

Hickeby Austill and Bebee.

Solicitor for Complainant.

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

THE STATE OF ALABAMA,

BALDWIN COUNTY.

Received in office this.....

day of .....191.....

.....

Sheriff.

Executed this.....day of

..... 191.....

by leaving a copy of the within Summons with

.....

.....

Defendant

.....

Sheriff

By .....

Deputy Sheriff.

THE STATE OF ALABAMA,
Baldwin *County.*

CIRCUIT COURT, IN EQUITY.

To any Sheriff of the State of Alabama—GREETING:

We command you that without delay you execute this Writ, and due return thereof how you have executed the same make to us immediately.

To Frank Flomayer and Florence Flomayer,

WHEREAS, John Dellese,

ha ~~this day~~ *filed a Bill of Complaint in said Court against* Mar 7 1918,

Frank Flomayer and Florence Flomayer,

praying, among other things, that ~~he obtain~~ for a writ of injunction to restrain you ~~from~~ the Respondents from disposing of certain personal property during the pendency of the litigation in this suit,

And whereas, on said Bill of Complaint being exhibited to the Hon. A.E.Gamble, *Judge of the Circuit Court of* Baldwin *County, of the State of Alabama, on the* 8th *day of* May *19* 18, *he did order that, upon Complainant entering into bond, with sureties, in the sum of* Two hundred *Dollars, payable to the Defendant and approved by the Clerk of this Court, and conditioned according to law, a Writ of Injunction issue out of said Court, according to the prayer of said Bill; and whereas, bond has been given, as required by said order.*

These, therefore, are to command and strictly enjoin you from ~~disposing of any part of~~ the livestock, poultry, farm implements, supplies, and machinery now upon the property described in the Bill of Complaint and until further orders by this Court.

until further order of this Court. And this you will in nowise omit, under penalty.

WITNESS, T.W.Richerson *as* Register *Clerk of said Court, at office, in* Bay Minette, *Alabama, this* 10th *day of* May *19* 18.

T. W. Richerson
Clerk.

Copy

No. 72.

CIRCUIT COURT, IN EQUITY.

John Dalleas,

vs.

Frank Flomayer and

Florence Flomayer.

Received in office on this the 10th

day of May 1918.

Sheriff.

Executed by serving a copy of the

within Writ of Injunction upon

on this the day of

19

Sheriff.

No. 72.

JOHN DALLEAS

VS.

FRANK FLOYMAYR.

In Equity Circuit Court Baldwin County. Ala.

Comes the Respondent Frank Floymayr and moves the court to require the Complainant to enter into a good and sufficient Bond payable to Respondent in the sum of One Thousand Dollars and shows unto the court that the injunction bond in this case executed by Plaintiff is insufficient in amount and in liability of sureties thereon.

Stone & Stone

Solicitors for Respondent.

6/2

No. 72.

John Dalleas

vs

Frank Floymayr.

Motion to increase Bond.

Filed This June 5th. 1918

at 10. 30 O Clock

J. W. Richmon

Register.

JOHN DALLEAS IN THE CIRCUIT COURT OF BALDWIN COUNTY. ALA.

VS IN EQUITY.

FRANK FLOYMAYR NO. 72.

Demurrer to Original Bill.

Comes the Respondent Frank Floymayr and demurs to the Original bill and each count thereof severally and separately and for grounds of demurrer ~~says~~ sets down and assigns as follows:-

Ist. That there is no equity in the bill of complaint, and that the complainant has not stated in complaint any grounds that entitle him to relief in a court of equity against this defendant.

2nd. That the bill of complaint does not allege whether there was a general or a special limited partnership.

3rd. That the bill of complaint does not allege that the alleged partnership agrement was in writing or that it was an oral agrement.

And the respondent prays the judgment of this courtif he shall make any further answer thereto, and prays further that he be dismissed with his costs in this behalf expended

Stone & Stone

Solicitors for Respondent.

NO. 72.

DALLEAS

VS

FLOYMAYR.

IN EQUITY CIRCUIT COURT OF

BALDWIN COUNTY.

DEMURRER TO ORIGINAL BILL

****

Filed this June 5th. 1918

at II O Clock. A.M.

T. V. Richerson

REGISTER.

STATE OF ALABAMA)
)
BALDWIN COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that we, JOHN DALLEAS, as principal, and F. H. Brandt and Philip Hirz, as sureties, are held and firmly bound unto FRANK FLOYMAYR and ELISE FLOYMAYR in the sum of TWO HUNDRED DOLLARS for the payment of which well and truly to be made, we bind ourselves, our heirs and assigns.

The condition of the foregoing obligation is such that WHEREAS the said John Dalleas has sued out in the equity side of the Circuit Court of Baldwin County, a writ of injunction against Frank Floymayr and Elise Floymayr, his wife, to restrain them from disposing of certain personal property now in litigation; NOW if the said principal shall well and truly pay to the obligees all damages that they may sustain by reason of a wrongful sueing out of such injunction, then these presents to be void, otherwise to remain in full force and effect.

WITNESS our hands and seals this the 6th day of March, Nineteen Hundred and Eighteen.

WITNESS:

John B. Dalleas (SEAL)
F. H. Brandt (SEAL)
Philip Hirz (SEAL)
(SEAL)

Filed and approved by me this the 10th day of ~~March~~, 1918.

T. W. Richerson
Register.

Filed 5/10-1918
T. M. Reinman
Register

JOHN DALLBAS,
Complainant.

-vs-

FARNK FLOYMAYR and
ELISE FLOYMAYR.
Respondents.

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

Come the defendants, Frank Floymayr and Elise Floymar, in the above styled cause and for answer to the Original Bill of Complaint as amended say;

FIRST.

They deny each and every paragraph of the Bill of Complaint as amended and demand strict proof thereof.

Stone & Stone
Solicitors for Frank Floymayr and
Elise Floymayr, the defendants.

4½

ANSWER TO COMPLAINT

John Dalleas, Complainant.

-vs-

Frank Floymayr and Elise Floymayr,
Defendants.

Filed in this office this

15th day of May, 1919.

P W Reichmann
REGISTER.

and how much was spent by you personally, making your accounting full and thorough.

TENTH: State also what agricultural implements, personal property, live stock, fertilizer, and farm supplies you have on hand.

ELEVENTH: If you have not already done so, state just what crops you have raised on the farm since you and Dalleas formed your partnership, and what you have done with said crops, giveing amounts received, and the disposition made of the funds. Please be full and explicit as to this.

TWELFTH: If you state that no joint partnership was made between you and Dalleas, please state what inducement was held out by you to have him send you the money that he did.

Richerby Frazer & Beebe
Solicitors for Complainant.

STATE OF ALABAMA)
BALDWIN COUNTY)

Before me, the undersigned Notary Public, personally appeared this day, W. C. Beebe, who being sworn says that he is one of the solicitors for the Complainant in the above cause, and that he believes that the answers of Defendant Floymayr to the above entitled interrogarories, if true, will be material evidence for the Complainant in said cause.

~~Given under my hand and seal this the 6 day of June Nineteen Hundred and Eighteen.~~

Sworn to and subscribed before me this June 6, 1919
W C Beebe
Cornelia Hall
Notary Public, Baldwin County, Ala.

We hereby accept service of foregoing interrogatories this June 6, 1919
Stone & Stone
Attys for Defendants

6

Are written and orders by Register waived by Solicitors for Respondent as to time for answers to be made and it is agreed answers to be made within 30 days from acceptance hereof
Stone & Stone

Filed this June 6, 1914

F. W. Richmond

Register

the mortgage that was on the forty acres originally owned by you? Was not Six Hundred Dollars paid for clearing this forty acres? Was not this forty acres put into the partnership as your contribution, together with your labor, as against the money to be furnished by Dalleas? Please also state the live stock, vehicles, farming implements, and machinery that you purchased and what you paid for these.

FIFTH: Did you not purchase with money from Dalleas, ten acres of land adjoining the forty and being that described in paragraph five of the bill? How much did you pay for this?

SIXTH: Did you not from December, 1915, to October, 1917, write a number of letters to Mr. Dalleas telling about what was going on on the farm and asking him to send more money, and did he not do this in response to your request? What was done with this money if you did not spend it on the farm?

SEVENTH: Is it not a fact that in October, 1917, when Mr. and Mrs. Dalleas came to Elberta, you refused to account to them for the money they had sent you and finally ordered themoff of the place where they were then staying? Did you not at one time threaten to do violence to Mrs. Dalleas with a pitch fork because she wanted to know what had been done with her husband's money?

EIGHTH: Is it not a fact that since Mr. Dalleas came South you have attempted to deed the lands and personal property to your wife, and are not exhibits "A" and "B" to the bill of complaint the papers signed by you in attempting to do this?

NINTH: Please attach to your answer a complete statement showing all amounts of money received from Mr. and Mrs. Dalleas for use on the farm and also a statement of how this money was expended, naming the articles purchased, the dates, and the prices paid, as full as you can do so. If you cannot remember all the items, state how much of this money was used on the farm, or in matters connected with the farm,

JOHN DALLEAS, COMPLAINANT. VS FRANK FLOYMAYR, et al, RESPONDENT.	)	NO. IN THE CIRCUIT COURT OF BALDWIN COUNTY?

INTERROGATORIES propounded by Complainant to FRANK FLOYMAYR, one of the above named Respondents, under the provisions of Article 9 of the Code of Alabama.

FIRST: Is it not a fact that in August, 1915, you and your wife were living in New York City and you were the owner of the North-east Quarter of the South-east Quarter of Section Thirty-two, Township Seven South of Range Five East, which was then mortgaged or encumbered? Please state also the amount of such encumbrance.

SECOND: Is it not a fact that you made arrangements about that time with Mr. John Dalleas to start a farm on this land of yours in Baldwin County, wherein you and your wife were to run the farm and Dalleas was to furnish approximately Fifteen Hundred Dollars for the purchase of stock, farming implements, et cetera, the net proceeds of said farm to be divided between yourself and Dalleas?

THIRD: Did not you and your wife then come to Elberta and take charge of this property while Dalleas remained in New York, but sent you money? Is it not a fact that Dalleas did furnish you Forty-six Hundred Dollars in payments from time to time? If you say he did not furnish this amount, please state exactly what amounts he did furnish you, and on what dates. Was not this money sent by money orders? Did he not also furnish you with groceries and clothes worth approximately Five Hundred Dollars? If they were not worth that much, state just what they were and of what value.

FOURTH: Was it not understood between you that this money was to be used for general farm purposes and permanent improvements upon the forty acres and did you not use it in building a horse barn, a cow barn, chicken house, smoke house, and for fencing, to approximately Eleven Hundred Twenty-five Dollars? Did you not pay Two Hundred Dollars on account of

NO.
IN EQUITY.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY,

JOHN DALLEAS, Complainant,

VS

FRANK FLOYMAYR, et al,
Defendants.

BILL OF COMPLAINT.

Filed March 7, 1918.
D W Richardson
Register.

RICKARBY & AUSTILL
LAWYERS
909-10-11 VAN ANTWERP BLDG.
MOBILE, ALA.

January, 1918.

Frank Floymayr. (Seal)

State of Alabama)
)
Baldwin County.)

I, Frank S. Stone, a Notary Public in and for said State and County, hereby certify that Frank Floymayr 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 foregoing instrument he signed and executed the same boluntarily on the day the same bears date.

Witness my hand and seal this January 21st, 1918.

Frank S. Stone,
Notary Public, Baldwin
County, Alabama.

EXHIBIT "B"

STATE OF ALABAMA :
:
BALDWIN COUNTY. :

KNOW ALL MEN BY THESE PRESENTS, That I, FRANK FLOYMAYR of Elberta, Baldwin County, Alabama, in consideration of the sum of ONE DOLLAR in hand paid by ELISE FLOYMAYR, my wife, the receipt of which is hereby acknowledged, and the further consideration of my indebtedness to my wife, do hereby GRANT, BARGAIN, SELL and convey unto the said ELISE FLOYMAYR, the following described personal property, to-wit:

Three (3) horses, named Dollie, Birdie and Nellie. Also all harness for same. All of my farm tools and implements of every kind, nature and description. Fourteen (14) head of cattle, being all the cattle now owned by me. Twelve (12) head of range sheep being all the sheep now owned by me. Twenty (20) head of stock hogs, being all of the hogs now owned by me. Also one (1) two-horse wagon; one (1) one-horse wagon and one (1) buggy; one (1) Economy "Gasoline Engine; seventy-five bushels of sweet potatoes; fifteen (15) Bushels of Irish Potatoes and all grain, hay, and feed now on the premises occupied by me.

And I hereby covenant with the said grantee that I am the lawful owned of said property, and that it is free from all encumbrances, and that I have a good right to sell the same; that I will warrant and defend tthe same against the lawful claims of all persons. Witness my hand this the 21st day of January, 1918.

Frank Floymayr.

EXHIBIT "A"

COPY.

State of Alabama)
)
Baldwin County.)

Know All Men By These Presents; That,

For and in consideration of the sum of One Thousand Dollars ($1000.00) to me in hand paid by Elise Floymayr, the receipt of which is hereby acknowledged, I, Frank Floymayr, do hereby grant, bargain, sell and convey unto the said Elise Floymayr all my undivided right, title and interest in and to the following described real estate situated in Baldwin County, State of Alabama, to-wit: The Northeast Quarter of the Southeast Quarter (NE¼ of SE¼) of Section Thirty-two (32), Township Seven (7) South of Range Five (5) East, together with all improvements thereon, being the same land purchased by Frank Floymayr and Elise Floymayr as joint tenants from the Baldwin County Colonization Company by deed dated September 1st, 1916. Also that piece or parcel of land described as follows in Baldwin County, Alabama, more particularly described as follows in Baldwin County, Alabama, more particularly described as follows, to-wit: commencing at the Northeast (NE) corner of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of Section Thirty-two (32) in Township Seven (7) South of Range Five (5) East, running West (W) forty (40) rods; thence South (s) forty (40) rods; thence East (E) forty (40) rods; thence North (N) forty (40) rods to the place of beginning; containing ten acres more or less; being the same land purchased from J.B. McGrew and wife.

To Have and To Hold unto the said Elise Floymayr, her heirs and assigns forever and against the lawful claims of all persons whomsoever the party of the first part, Frank Floymayr, shall and will and by these presents does forever warrant and defend the title to the same unto the said Elise Floymayr, her heirs and assigns.

Witness my hand and seal this the 21st day of

January 1, 1918.

Frank Flagman

chinery now upon the premises in dispute, or appurtenant thereto, until such time as the rights of the parties hereto be determined upon the merits of this cause.

Orator further prays that Frank Floymayr and Elise Floymayr be made parties defendant to this bill of complaint by appropriate process served upon them, requiring them to appear before this Honorable Court within the time required by law, then and there to answer the averments of this bill and to abide such orders and decrees made in this cause as to your Honor may seem meet.

And Orator as in duty bound will ever pray, etc.

John B. Dalleas
Complainant.

Rickarby Austill & Burke
Solicitors for Complainant.

Defendants are required to answer each paragraph of the foregoing bill, but oath to such answer is hereby waived.

Rickarby Austill & Burke.
Solicitors for Complainant.

STATE OF ALABAMA)
BALDWIN COUNTY)

Before me, L. Lindoerfer, a Notary Public in and for said State and County personally appeared this day John Dalleas, who being sworn, says that the matters alleged as facts in the foregoing bill are true and that the matters alleged on information and belief are true to the best of his knowledge and belief.

Given under my hand at Elberta, Alabama, this the fifth day of March, Nineteen Hundred and Eighteen.

L. Lindoerfer
Notary Public, Baldwin County, Ala.

is now practically penniless, and dependant upon the liberality of friends for means to live and to return to New York for the purpose of making a living; that he and his wife expect to so return as soon as the papers in this case can be properly fixed,and for the reasons aforesaid he feels assured that his departure will be the signal for the disposal of the remaining partnership assets by Respondents, unless prevented by proper authority.

THE PREMISES CONSIDERED, Orator prays that the dissolution of the partnership, now existing in fact by the arbitrary action of Respondent, be declared existent by law; that Respondent be required to fully account for all sums of money and personal property coming into his hands by the terms of this partnership; that the conveyances of Frank Floymayr to his wife, Elise Floymayr, be set aside and the property described therein, be held as partnership assets; that a reference be held to determine the respective equities of the two partners herein; that for the protection of Orator's interest therein, a lien be established upon all the personal and real property owned by the partnership including the real property, the title to which was originally in the name of Respondent, Frank Floymayr, and by him recently deeded to Elise Floymayr; that all interest of said Elise Floymayr be divested therefrom; that upon the failure of both Respondents to pay to Orator such amounts as upon adjudication of this cause may be found to be due him, a sale be made of all the partnership property including the two parcels of realty above described, and the proceeds distributed as to this Court shall seem proper; and that Orator have such other, further or different relief as the nature of his case shall require and to your Honor may seem meet.

Orator further prays that upon the execution of such bond by Orator as to this Honorable Court shall seem proper,a writ of injunction be issued forthwith enjoining and restraining Respondents, or either of them,from disposing of any of the live stock, poultry, farming implements and ma-

wife, Elise Floymayr.

NINTH: That Orator, although he has contributed large amounts which were presumably expended by Respondent for the partnership interest and in great measure upon permanent improvements, is now denied any interest in such realty by Respondent, and other than his equitable claim has nothing of the partnership assets to show for the large sum contributed by him in good faith.

TENTH: That so far from showing a disposition to deal fairly with the man who had trusted him, Respondent threatened to kill Orator's wife with a pitch fork and cursed and abused her because she insisted on knowing what had been done with Orator's money for which there was little or nothing to show on the farm.

ELEVENTH: That since Orator's efforts to get a settlement were refused, Frank Floymayr on January twenty-first, Nineteen Hundred and Eighteen, made a deed of the fifty acres hereinabove described to his wife, Elise Floymayr, and also a bill of sale of certain live stock and personal property which said attempted conveyances, Orator charges, are without legal consideration and in attempted fraud of Orator's rights. Copies of said deed and bill of sale are attached hereto as exhibits "A" and "B" and made a part of this bill.

TWELFTH: From the efforts of Frank Floymayr to dispose of partnership property to Orator's detriment, as above set out, and from Respondent's further actions in disposing of a large part of the poultry upon the farm, and from Respondent's threats, Orator has grave reason to believe that Respondents as soon as they learn of this legal action, will attempt to dispose of a large part, if not the remainder, of the partnership property, and they being without other assets, Orator will be deprived not only of his money but of other means of redress; that the money furnished by Orator comprises the savings of many years of hard work and he

SIXTH: That for a number of months, to wit, from December, Nineteen Hundred and Fifteen to October, Nineteen Hundred and Seventeen, Respondent continued to write to Orator reporting upon the progress of the farm and suggesting the various matters set out above, for which Orator was requested to, and did, furnish money as aforesaid. That the operations of the partnership, however, consisted almost, if not entirely, in the expenditure of money without any showing of a corresponding revenue, or if any there was, no part of same ever came to Orator.

SEVENTH: That in the month of October, Nineteen Hundred and Seventeen, Orator and his wife came from New York City to Baldwin County and took up residence temporarily with Respondents when they at once made the discovery that the condition of the farm and amount of property thereon was not in any manner commensurate with the amount of money furnished by Orator; that there was nothing to show for a large part of said money, and calling upon Respondent for an accounting of his trust,not only were Orator and his wife refused this, but were insulted and driven off the place.

EIGHTH: That Respondent has not only refused to make a settlement of the remaining partnership assets in any way approximating equity and fairness but has refused to make any accounting of his expenditure of partnership funds; that he has disposed of a large portion of the personal property of the partnership, for which he refuses to account, or make payment, and also refuses to do equity or make any equitable division of the realty, all of which stood in Respondent's name, although on the terms of the agreement, the forty acres owned by Respondent at the time of the formation of the partnership and under its terms put into the firm, until January twenty-first, Nineteen Hundred and Eighteen remained in the name of Respondent, and the title to the ten acres purchased with partnership funds was also taken in the name of Respondent, who has recently transferred both parcels to the name of his

operation, the two partners were to share equally and all property to belong to the partnership.

THIRD: That pursuant to such agreement, Respondents came to Elberta, Alabama, and Orator furnished to them in various sums of money from time to time, not only the original amount agreed upon, but, as requested by Respondent for the needs of the place, such additional sums as made in the aggregate a total of FORTY SIX HUNDRED DOLLARS in money, all of which said amounts were turned over to Respondent and, according to his letters, by him expended for the partnership interest, and also furnished groceries and clothes to the value of approximately Five Hundred Dollars.

FOURTH: That the money furnished as above mentioned, Orator's savings of a lifetime, was used among other things to put permanent improvements upon the forty acres, namely, a horse barn, cow barn, chicken house, smoke house, shelter for hogs and for fencing, amounting in all to approximately Eleven Hundred and Twenty-five Dollars. That Two Hundred Dollars was applied to the payment of a mortgage then upon said forty acres, Six Hundred Dollars to the expense of clearing said forty acres, an aggregate of Nineteen Hundred and Twenty-five Dollars for permanent improvements. In addition to this, horses and other live stock, wagons, vehicles, farm implements and farm machinery were purchased, as Orator is informed and believes, to the extent of Thirteen Hundred and Seventy-seven Dollars.

FIFTH: That in addition to the foregoing, Respondent purchased with partnership funds, ten acres of land nearby, being also in Baldwin County and described as follows:

Commencing at the North-East corner of the North-West Quarter of the South-East Quarter of Section Thirty-two in Township Seven South of Range Five East, running West forty rods; thence South forty rods; thence East forty rods; thence North forty rods to the place of beginning.

The title to which he took in his own name, though purchased with One Hundred and Eighty-five Dollars of partnership money.

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TO THE HONORABLE ARTHUR E. GAMBLE,
JUDGE OF THE CIRCUIT COURT OF
BALDWIN COUNTY, SITTING IN EQUITY:

Your Orator, JOHN DALLEAS a resident of the County of Baldwin and over the age of twenty-one years, by this his bill of complaint filed against FRANK FLOYMAYR and ELISE FLOYMAYR, both over the age of twenty-one years and now residents of Baldwin County, shows:

FIRST: That on or about the month of August, nineteen hundred and fifteen, Orator was then living in the city of New York where he was engaged in business, and Frank Floymayr, who for convenience will here be called the Respondent, was living also in New York City with his wife, Elise Floymayr the other defendant in this cause, and was the owner of a certain forty acre tract of land in Baldwin County near Elberta described as the North-East Quarter of the South-East Quarter of Section Thirty-two, Township Seven South, of Range Five East.

SECOND: That Respondent being desirous of engaging more extensively in agriculture but being without the necessary capital to clear his land and properly stock a farm, entered into negotiations with Orator to obtain the capital necessary for the successful operation of his Baldwin County tract as a farm, and as the outcome of such negotiations, a partnership was formed between the Orator and Respondent to carry on a general farm business whereby Respondent was to contribute the forty acres then owned by him to the partnership in consideration of Orator furnishing the sum of approximately Fifteen Hundred Dollars in money to be used in the purchase of stock, agricultural implements, fertilizer, seeds and other farm necessaried, and in permanent improvements and additional land, all of which were to be cultivated by both Respondents for the joint benefit of the partnership and in the proceeds of which