

(511)

STATE OF ALABAMA,  
BALDWIN COUNTY.

TO WHOM IT MAY CONCERN:-

Notice is hereby given that a suit was filed in the Chancery Court of Baldwin County, Alabama, at Bay Minette, on the 1st., day of July, 1925, against Clarence Walker and Hazel Walker, defendants, and E. L. Higdon, Plaintiff, for the purpose of reforming a conveyance wherein Clarence Walker and Hazel Walker gave to E. L. Higdon, a deed, said deed conveying the following described property, to-wit:-

Beginning at the southeast corner of lands belonging to C. C. Mann, running north  $17\frac{1}{2}$  degrees west, 15 chains and 91 links to a stake, thence east  $17\frac{1}{2}$  degrees north, 3 chains and 18 links to a stake, thence south  $17\frac{1}{2}$  degrees east to Bay John, thence down Bay John with its meanderings to the place of beginning, being a part of the northeast quarter of the northeast quarter of section two in Township nine south, Range Five East, and a part of the southeast quarter of section thirty-five, township eight south, range five east, containing five acres, more or less,

being the same property which the said E. L. Higdon now possesses on Bear Point, Baldwin County, Alabama,

The above suit was filed for the purpose of reforming a deed given after the execution of the above mentioned deed purporting to convey the property which the said E. L. Higdon now possesses on Bear Point, Baldwin County, Alabama, and being the same property purchased from Clarence Walker and Hazel Walker.

E. L. HIGDON,  
Plaintiff.

HAMILTON & MOORER,  
Attorneys for Plaintiff.

STATE OF ALABAMA,  
BALDWIN COUNTY.

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

TO THE HONORABLE JOHN D. LEIGH, JUDGE OF THE CIRCUIT COURT,  
BALDWIN COUNTY, ALABAMA, - - - - - IN EQUITY.

Your petitioner, E. L. HIGDON, humbly complaining,  
respectfully represents and shows unto Your Honor as follows:-

FIRST:-

That he is over the age of twenty one years and a  
bona fide resident citizen of Jefferson County, residing in Birmingham,  
Alabama,

That Clarence Walker and Hazel Walker, are over the  
age of twenty one years each and reside in Baldwin County, Alabama.

SECOND:-

That on to-wit:- 1st., day of December, 1913, Clarence  
Walker sold to your petitioner, and executed to him a warranty deed,  
bearing the said date, a copy of which is hereto attached and marked  
Exhibit "A", with leave of reference thereto as often as may be  
necessary, conveying the following described real estate, to-wit:-

Beginning at the southeast corner of lands belonging  
to C. C. Mann, running north  $17\frac{1}{2}$  degrees west, 15 chains, and  
91 links, to a stake, thence east  $17\frac{1}{2}$  degrees north, 3  
chains and 18 links, to a stake, thence south  $17\frac{1}{2}$  degrees  
east, to Bay John, thence down Bay John with its  
meanderings to the place of beginning, being a part of  
the northeast quarter of the northeast quarter of  
Section Two in Township Nine South, Range Five East, and  
a part of the Southeast quarter of Section Thirty five,  
Township Eight South, Range Five East, containing five  
acres, more or less.

THIRD:-

That on to-wit:- November 26th., 1924, the said Clarence

Walker wrote your petitioner a letter in which the said Clarence Walker stated to your petitioner that in conveying to him the property herein above described he had made an error in the description and requested that your petitioner reconvey to him by a quit claim deed and that he would then correct the error and re-convey to your petitioner by warranty deed, the property which your petitioner bought from the said Clarence Walker and which the said Clarence Walker mapped for your petitioner showing the correct description of the line together with the width and depth of the said property, a copy of which is hereto attached and marked Exhibit "B".

That on to-wit:- February 3rd., 1925, the said Clarence Walker and Hazel Walker executed to your petitioner a warranty deed purporting to describe the property as platced and mapped and shown by Exhibit "B" hereto attached and which is marked as the Clarence Walker lot having a frontage of 210 feet and the said Clarence Walker and Hazel Walker did not convey to your petitioner the said lot as represented to him in the letter dated November 26th., 1924, but conveyed to your petitioner the following described property, to-wit:-

Beginning at the intersection of the West line of the Joseph Suarez Grant, Section Thirty seven, Township Eight South, of Range Five East, and the south line of Township Eight South, Range Five East, run thence North Forty-one feet; thence North 74 degrees, 30' East 1609.5 feet for a beginning corner; run thence North 74 degrees 30' East 210 feet to the Northwest corner of the Wolbrink lot; thence South 24 degrees 990 feet to a stake; thence South 74 degrees 30' West 210 feet; thence North 24 degrees 30' West 990 feet to place of beginning, containing five acres, more or less, together with the land between the South line of this land and the Bay, reserving from such additional strip, however, right of way for a public passage. Said property lying in Joseph Suarez, Grant, section Thirty seven, township eight south, Range five east, together with all and singular, the rights, benefits, privileges, appurtenances, tenements and hereditaments unto the same belonging or in any wise appertaining.

Your petitioner alleges that the deed dated February 3rd., 1925, attempting to convey the property as shown by the map

hereto attached and marked Exhibit "B" being 210 feet frontage was erroneously described through mistake on the part of the said Clarence Walker and that your petitioner is desirous of having the said deed reformed so as to correctly describe the property which he purchased and possession of which he took immediately at the time of the said sale and which he has been possessed of continuously since the date of purchase.

PRAYER FOR PROCESS.

THE PREMISES CONSIDERED your petitioner prays that the said Clarence Walker and Hazel Walker be made parties respondent to this original bill of complaint by the usual process of this Honorable Court; that they be required to demur, plead to or answer the same within the time and under the pains and penalties as required by law or that the same be forever confessed.

PRAYER FOR RELIEF.

That on the final hearing of this cause the defendants Clarence Walker and Hazel Walker be required to execute to your petitioner, a good and sufficient conveyance conveying to him the property which he purchased and which is the property mapped and described by Exhibit "B" hereto attached.

That if your petitioner is mistaken in the relief prayed for, then Your Honor will grant unto him such other, further, different and general relief as he in justice and equity may be entitled to receive under the allegations and proof, he will ever pray, etc., .

E. L. HIGDON,  
HAMILTON & MOORE,  
Attorneys for Complainant.

DEED WITH WARRANTY.

THIS INDENTURE, Made the 1st., day of December 1913, between Clarence Walker, a single man, party of the first part and E. L. HIGDON, of Birmingham, Alabama of the second part, WITNESSETH, that the party of the first part in consideration of One Dollars, hereby acknowledged, to have been paid the party of the first part by the party of the second part, do grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns, all that real property in Baldwin County, Alabama, described as follows:-

Beginning at the southeast corner of lands belonging to C. C. Mann, running north  $17\frac{1}{2}$  degrees west, 15 chains and 91 links, to a stake, thence east  $17\frac{1}{2}$  degrees north, 3 chains and 18 links, to a stake, thence south  $17\frac{1}{2}$  degrees east to Bay John, thence down Bay John with its meanderings to the place of beginning, being a part of the northeast quarter of the northeast quarter of section two, in Township nine, south, range five east, and a part of the south east quarter of section thirty five, township eight south, range five east, containing five acres, more or less,

together with all rights and appurtenances to said described premises in anywise belonging. To have and to hold the same forever.

And Clarence Walker for himself and his heirs, the said described premises and appurtenances, will forever warrant and defend unto the said described premises and appurtenances, will forever, WARRANT AND DEFEND, unto the said party of the second part, his heirs and assigns, against the lawful claims of all persons whatsoever.

IN WITNESS WHEREOF the said party of the first part has hereunto set his hand and seal the day and year first above written.

CLARENCE WALKER.

Signed, sealed and delivered in the presence of,

P. J. Cooney.

STATE OF ALABAMA,

BALDWIN COUNTY.

I, P. J. Cooney, a Notary Public in and for said County and State, do hereby certify that Clarence Walker, 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 said conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 1st., day of December, 1913.

P. J. COONEY,

Notary Public for Baldwin County, Ala

Exhibit "A".



E. L. Higdon,  
complainant.

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

vs

Clarence Walker, et al.

This cause having been submitted on the original bill as amended, and upon the demurrer thereto, and having been considered by the court, it is the opinion of the court, that the demurrer should be over ruled.

It is therefore ORDERED; ADJUDGED AND DECREED by the court that the said demurrer be and the same is hereby by over ruled.

This 4th day of February, 1930.

J. W. Hare  
Judge of the 21st Judicial Circuit.

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 Clarence Walker and Hazel Walker,

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, without oath, to a Bill of Complaint lately exhibited by E. L. Higdon,

against said Clarence Walker and Hazel Walker,

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 1st, day of July,

192 5.

T. W. Richerson  
Register.

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



Circuit Court of Baldwin County  
In Equity

No. ....

SUMMONS

E. L. Higdon,

vs.

Clarence Walker and

Hazel Walker.

Hamilton & Moorer.

Solicitor for Complainant.

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

BALDWIN COUNTY

Received in office this 1st,  
day of July, 1925

Sheriff.

Executed this ..... day of

1925

by leaving a copy of the within summons with

Defendant.

Sheriff.

By

Deputy Sheriff.

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 Clarence Walker and Hazel Walker,

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, without oath, to a Bill of Complaint lately exhibited by

E. L. Higdon,

against said Clarence Walker and Hazel Walker,

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 1st day of July,

1925.

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. \_\_\_\_\_  
SUMMONS  
E. L. Higdon.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
vs.  
Clarence Walker and  
Hazel Walker.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Hamilton & Moorer.  
Solicitor for Complainant.  
Recorded in Vol. \_\_\_\_\_ Page \_\_\_\_\_

THE STATE OF ALABAMA  
BALDWIN COUNTY  
Received in office this 1st,  
day of July, 1925  
\_\_\_\_\_  
Sheriff.  
\_\_\_\_\_  
Executed this \_\_\_\_\_ day of \_\_\_\_\_  
1925  
by leaving a copy of the within summons with  
\_\_\_\_\_  
Defendant.  
\_\_\_\_\_  
Sheriff.  
By \_\_\_\_\_ Deputy Sheriff.

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 Clarence Walker and Hazel Walker,

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, without oath, to a Bill of Complaint lately exhibited by

E.L.Higdon,

against said Clarence Walker and Hazel Walker,

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 1st, day of July,

1925.

*T W Richerson*  
Register.

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

*Original*

Serve on \_\_\_\_\_

Circuit Court of Baldwin County  
In Equity

No. *579*

SUMMONS

*E. I. Higdon.*

vs.

*Clarence Walker and*

*Hazel Walker.*

*Brent Flay*  
*1000 Bear Creek*  
*Carroll County*  
*Brent, Fla.*

*Hamilton & Moorers.*

Solicitor for Complainant.

Recorded in Vol. \_\_\_\_\_ Page \_\_\_\_\_

THE STATE OF ALABAMA  
BALDWIN COUNTY

Received in office this *1st,*

day of *July,* 192 *5*

Sheriff.

Executed this \_\_\_\_\_ day of \_\_\_\_\_

192 \_\_\_\_\_

by leaving a copy of the within summons with \_\_\_\_\_

Defendant.

Sheriff.

By \_\_\_\_\_ Deputy Sheriff.

*Returned Not*  
*found in*  
*Baldwin Co*

*W R Sauer*  
*Shirley*

E. L. Higdon,

Complainant,

vs.

Clarence Walker,  
and Hazel Halker,

defendants.

Circuit Court,

Baldwin County, Alabama.

Comes the defendants in the above styled cause  
and demur to the bill of complaint exhibited against them by the  
said E. L. Higdon, in this cause, and as ground for demurrer: Say:

FIRST: There is no equity in the bill.

*Pickens Beecher Hale*

1 1/2

RECORDED

Equity

511

Filed Jan 19th 1926

J. W. McIlwain

Register

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

No. *511*

VS.

PLAIN

DEFEND

*E. D. Higgins*  
*Charles Walker + Hazel Walker*

## Bill of Costs

Fees of Register		Dollars	Cts.	Brought Forward	
Filing each bill and other papers	\$ 10	1	50	For receiving, keeping and paying out or distributing money, etc.; 1st \$1,000 1 per ct.; all over \$1,000, and not over \$5,000, 3-4 of 1 per ct.; all over \$5,000, and not exceeding \$10,000, 1-2 of 1 per ct.; all over \$10,000, 1-4 of 1 per ct.	33
Issuing each subpoena <i>and alias</i>	50	1	00	Receiving, keeping and paying out money paid into court, etc., 1-2 of 1 per ct. of amount received,	
Issuing each copy thereof <i>and alias 4</i>	40	1	60	Each Notice sent by mail to creditors	15
Entering each return thereof	15			Filing, Receipting for and docketing each claim, etc.	25
For each order of publication	1 00			For all entries on subpoena docket, etc.	50
Issuing writ of injunction	1 50			For all entries on commission docket, etc.	50
For each copy thereof	50			Making final record, per 100 words	15
Entering each return thereof	15			Certified copy of decree	1 00
Issuing writ of attachment	1 00			Report of divorce to State Health office	50
Entering each return thereof	15			Acts 1915	
Docketing each case	1 00	1	00	Total Fees of Register	62
Entering each appearance	25		25		
Issuing each decree pro confesso on persl ser	1 00				
Issuing each decree pro confesso on publication	1 00				
Each order appointing guardian	1 00				
Any other order by Register	50				
Issuing commission to take testimony	50		50		
Receiving and filing	10				
Endorsing each package	10				
Entering order submitting cause	50		50		
Entering any other order of Court	25				
Noting all testimony	50		50		
Abstract of cause, etc.	1 00				
Entering each decree	75		75		
For every 100 words over 500	15				
Taking account, etc.	3 00				
Taking testimony, etc.	15		25 00		
Each report, 500 words or less	2 50				
For every 100 words over 500	15				
Amount claimed less than \$500, etc.	2 00				
Issuing each subpoena	25				
Witness certificate, each	25				
Issuing execution, each	75		75		
Entering each return	15				
Taking and approving bond, each	1 00		15		
Making copy of bill, etc.	15	2	25		
Each notice not otherwise provided for	50				
Each certificate or affidavit, with seal	50				
Each certificate or affidavit, no seal	25				
Hearing and passing on application, etc.	3 00				
Each settlement with receiver, etc.	3 00				
Examining each voucher of receiver, etc.	10				
Examining each answer, etc.	3 00				
Recording resignation, etc.	75				
Entering each certificate to Supreme Court	50				
Taking questions and answers, etc.	25				
For all other service relating to such proceedings	1 00				
For services in proceeding to relieve minors, etc., same fees as in similar cases.					
Commission on sales, etc.: 1st \$100, 2 per cent.; all over \$100, and not exceeding 1,000, 1 1-2 per ct.; all over \$1,000, and not exceeding \$20,000, 1 per ct.; all over \$20,000, 1-4 of 1 per ct.					
Sub Total Carried Forward		35	75		
				Fees of Sheriff	
				Serving and returning subpoena on deft. <i>2</i>	\$ 1 50
				Serving and returning subpoena for witness	65
				Levying attachment	1 50
				Entering and returning same <i>by personal</i>	25
				Selling property attached	
				Impaneling Jury	75
				Executing writ of possession	2 50
				Collecting execution for costs	1 50
				Serving and returning sci. fa., each	65
				Serving and returning notice	65
				Serving and returning writ of injunction	1 50
				Serving and returning writ of exeat	1 50
				Taking and approving bonds, each	75
				Collecting money on execution	
				Making deed	2 50
				Serving and returning application, etc.	1 00
				Serving attachment, contempt of court	1 50
				Total Fees of Sheriff	4
				Recapitulation	
				Register's Fees	62
				Sheriff's Fees	4
				Commissioner's Fees	2 50
				Solicitor's Fees	2 2
				Witness Fees	
				Guardian Ad Litem	
				Printer's Fees	
				Trial Tax	3 00
				Recording Decree in Probate Court	
				TOTAL	117

Received payment this \_\_\_\_\_ day of \_\_\_\_\_ 193 \_\_\_\_\_

Register.



Circuit Court, Baldwin County, Ala.  
In Equity.

No. 511

*E. L. Higdon*

vs.

*Clarence Walker*  
*Hazel Walker*

**Cost Bill**

Paid

193

Register.

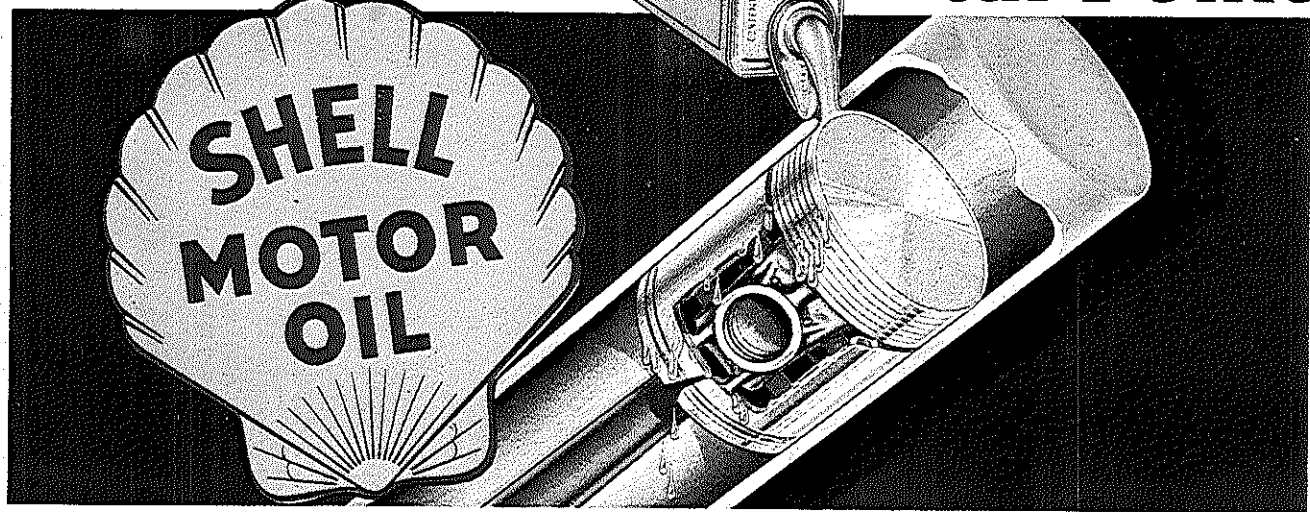
Moore Printing Co, Bay Minette

Castanera property  
Low

Commencing at a point, a stake near the margin of Bay Urnoco on the south side of Bear Point, 6 chains S  $74\frac{1}{2}$  degrees W from the southwest corner of a lot of land conveyed by James M. Dannelly to Maggie E. Ruff, run thence N  $24\frac{1}{2}$  degrees W 15 chains to a stake; thence S  $74\frac{1}{2}$  degrees W seven chains; to the intersection of lot formerly owned by C.B. Dannelly but now owned by H.M. Low, as reference an oak with four chops on the north side  $5\frac{1}{2}$  chains N  $74\frac{1}{2}$  degrees E from the northeast corner of said intersection and also a oak 11/100 chains S  $74\frac{1}{2}$  degrees W with four chops on the north side; thence S  $24\frac{1}{2}$  degrees E 15 chains to a stake which is the southeast corner of the H.M. Low Lot; thence N  $74\frac{1}{2}$  degrees E to the place of beginning, containing 10.36 acres and being near the township lines of township 8 & 9 S of range 5 east. Also, all the land that may lie between the above described Lot and Bay Urnoco or Perdido Bay, meaning and intending hereby to convey same property conveyed by that certain deed to Julia F. Hudson from James M. Dannelly and wife, dated, January\_\_\_\_, 1884 and recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Deed Book "N" pp. 337-8.

Copies from Baldwin County records  
of deeds

Reaches This Vital Point



HIGDON SERVICE STATION  
101-3-5 SOUTH 22ND STREET

11/6-31

BIRMINGHAM, ALA.

Mrs. W. Richardson  
Chief Circuit Court  
Birmingham Ala  
Dear Sir:

Clarence & Hazel Walker has  
failed to make me due to the  
5 acres. The Court ordered  
them to make an answer before  
Oct 9th. Will you please  
make me due as far as order  
of Judge New have it  
ready for me about Monday  
the 9th I will call for  
same the 9th or 10th  
Thanking you in advance  
I am very truly  
E. L. Higdon

October 25, 1933.

Mr. B. F. McMillan,  
Van Antwerp Building,  
Mobile, Alabama.

Dear Sir:-

IN RE HIGDON VS. WALKER.

In settling the court cost in the matter of the above named suit we notice Commissioner's fees due a Commissioner in Mobile for the taking of depositions of one Mr. Carlson. The deposition is not in the court file and neither is it recorded on the final records. If you have any record as to who the Commissioner was in taking this deposition, please advise us his name and address.

Yours very truly,

BREWER & HALL,

JFB/T

By

E. L. HIGDON,

Complainant,

vs

CLARENCE WALKER, et al,

Respondents.

IN THE CIRCUIT COURT OF BALDWIN

COUNTY, ALABAMA, IN EQUITY

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

It is agreed by the Complainant and Respondents in the foregoing cause that the testimony of E. L. Higdon and J. R. Carson, as witnesses for complainant may be taken before Ruth Macdonald acting as Commissioner. The issuance of commission and signatures of the witnesses to their respective depositions and hereby waived.

Dated this 20th day of December, 1930.

\_\_\_\_\_  
SOLICITOR FOR COMPLAINANT

\_\_\_\_\_  
SOLICITOR FOR RESPONDENTS

By virtue of the foregoing agreement between the parties of counsel in the case of E. L. Higdon vs Clarence Walker, et al, pending in the Circuit Court of Baldwin County, Alabama, in Equity No. \_\_\_\_\_, the undersigned, acting as commissioner, has caused E. L. Higdon and J. R. Carson, witnesses for complainant in said case to come before me, who being duly sworn true answers to make to oral examination conducted by the solicitors for the respective parties, do depose and say as follows:

DEPOSITION OF COL. E. L. HIGDON.

Direct Examination by B.F. McMillan, Jr.,

My name is E. L. Higdon. I am 69 years old and I am a bona fide resident of Birmingham, in Jefferson County, Alabama. I am complainant in this case. I know the respondents, Clarence Walker and Hazel Walker. Both of them reside in Baldwin County, Alabama and were over twenty-one years of age when this bill was

filed.

I have had business dealings with the respondents and bought a piece of land from respondents during the year 1913. My first interview with Walker was in October of 1913 and he made the deed and I paid him for the land <sup>on</sup> ~~on~~ December first, 1913. My deed is recorded in the Probate Court of Baldwin County, Alabama on December 22nd, 1913. I attach my original deed to my deposition and ask the commissioner to mark it Exhibit "A".

(Note) The deed is so attached and marked Exhibit "A".

When I first discussed the matter with Mr. Walker he went out on the line where the land of his father, Lemuel Walker was. He told me how the lots were numbered, viz: he said his father's lot numbered 10 is the west lot and was next west from the pine tree of his brother Wilmer's ten acres numbered 8 and that the lot next East of that numbered 7 had been purchased by him and his brother-in-law, Charlie Mann and he said this was the next lot adjoining his brother Wilmer's lot. He said that in purchasing lot 7, he took the East half and his brother-in-law, Charlie Mann, took the west half and it was the east half of lot numbered 7 he was selling to me. He said that he had a frontage on the Bay Oronoco of 210 feet and that his brother in-law, Charlie Mann, had a similar frontage. The lot numbered 7 has an entire frontage of 420 feet. He said the lot had a depth of 1,050 feet. He took me to the southeast corner of his father Lemuel Walker's land. It is marked by a big pine tree, now a pine stump. He said that his father's lines ran north and south and we were standing on the fence line at that time and that line did run north and south. He said that Wilmer Walker's lines paralleled his father's lines and this, his and mann's lines paralleled his brother's lines on the east and he was selling me his five acres. This conversation as to how the lines ran and what land he was selling me was had before the deed was made and he took me over portions of lot 7 and showed me about where his five acres were. After the conversation was had I told him to have the land surveyed and make me a deed and I would pay him the balance. I didn't attempt this myself but entrusted it to Clarence Walker and he said that he had marked it out and he gave me the deed which I attached to my deposition as Exhibit "A." He told me that he was deeding me the

land that he bought from James M. Donnelly and Emily Donnelly and their deed is attached as Exhibit "A," to the deposition of Clarence Walker. After I had my deed recorded I got it back but even then I never undertook to verify any of the lines because I had confidence that he was giving me what he had bought and sold to me.

After I got my deed my lines were never questioned but on or before November 26th, 1924, Clarence Walker wrote me a letter which is attached as Exhibit "B" to the deposition of Clarence Walker. After I got the letter of November 26th, 1924, I supposed that he was going to do what he said and would correct the error and deed me the five acres he bought from the Donnellys and I agreed to give him a quit-claim deed for the purpose of correcting the lines of my land and he then sent me a quit-claim deed to be executed and I executed it and returned it to him. About two months later he sent me another deed from himself which he and his wife had executed and had recorded without my knowledge and when I got this I began to compare the description with the original deed given him by the Donnellys in 1904 and found that they did not correspond at all. I had the deed <sup>from Donnelly to Walker</sup> and according to my recollection it was introduced in evidence as an exhibit to the deposition of Clarence Walker, but I can't find it in the file.

(Note: the parties agree that if the deed cannot be found a verified copy can be substituted to the deposition of the witness and marked Exhibit "C") *The deed has been found & it is attached to the deposition of Clarence Walker marked Exhibit A*

After I found this mis-description I wrote to Clarence Walker and called his attention to the fact that the second deed covered land he didn't own at all but he never answered the letter. I wrote him just as soon as I found out these facts and told him I couldn't accept that deed. He didn't answer the letter and I came down to Caswell in which neighborhood the land is located and found that someone had moved the starting point to the West 75 or 80 feet and had changed the angle so it would run all the land over onto Mann's and Rudolph's lot, half of lot 7 and a portion of lot 8. When this trouble arose I caused a survey to be made of Lot 8 and 7 and the land he originally agreed to sell me and also to show the lines as covered by his second deed of February 3rd, 1925. The plat which I attach to my answers captioned "MAP OF DANNERLY,



WALKER and HIGDON LAND" shows how these lots lay. The East half of Lot 7 is shown in black lines on the map and is the land he originally told me was the five acres he bought in 1904 and was selling me. The land enclosed in red lines marked "Location of lot deeded to Higdon" is the land covered by the second deed of February 3rd, 1925. This is the deed he recorded without my knowledge. This land does not touch the East half of lot 7 at all. I got the deeds or records from the Probate Court and gave them to the surveyor to make this plat.

When I answered Mr. Walker's letter about giving him a quit-claim deed I told him that I wanted him to give me a correct deed to the land he had bought from old Lady Dannelly and that he had shown me, and to be sure to confer with the land owners on both sides so that there would be no further controversy. When I got back I found that he had given me a deed to the property of Mann and also of Rudolph and I have been having trouble with them ever since.

The complainant attaches the map of the Dannerly-Walker and Higdon land and marks the same Exhibit "D".

Cross-Examination by W. C. Beebe.

I took possession of the lands Walker conveyed to me and fenced a portion of it after he said it was the same land he bought from the Dannellys. The fence is not there now. I do not know at what angle my fence was built. I built it on the line he pointed out. There is no part of the fence remaining on the east side. There are some posts on the west side. I do not know at what angle these portions run. I have never had them surveyed. After this controversy with Clarence Walker came up I had the records searched and it was then I found that the deed to Clarence Walker was by north and south lines, the same as his father's lines run. It was sometime in 1925 that I looked up the records and saw the description in the deed from the Dannelly heirs to him. He delivered the original deed to me in 1913. I have been assessing and paying taxes on this land continually since that time. I do not know by what description I assessed the land. I imagine I just copied the deeds. I made my assessments in person. In 1925 I made a quit-claim deed to Clarence Walker referred to in my direct testimony

original deal with Clarence Walker I didn't have the title examined because I took Walker's word that he owned and was conveying to me the land he showed me and he had bought from Dannehylys. At the time Walker originally sold me the land he took me to his father's east line commencing at the corner marked "Carpenter Corner or Pine Tree" and told me that was the southeast corner of his father's land, that the lines ran north and south and that my lines paralleled it. The map <sup>of the land</sup> shows lots 10, 8 and 7 and the tree stump corner shows on the map. The second deed I signed was drawn by and sent to me by Clarence Walker. After I received the second deed from Clarence Walker I wrote him that I couldn't accept it and he didn't answer. Later I saw him and told him I couldn't accept it and he said "Why don't you take what we give you and go on and not raise any more fuss about it," and I said "Because you haven't deeded me what I bought." Clarence Walker told me about the respective locations of lots 10, 8 and 7 as they appear on the map <sup>of the land</sup>. The map he sent me was not a correct map because I then investigated the chain of title and saw they were not and it wasn't the lot he sold me and put me in possession of.

wanting to change the lines

Re-Cross Examination by W. C. Beebe.

I have had very little dealings with land in the country. I have had a good deal in the city. When I first bought the property Clarence Walker told me the lines ran north and south, that is, his father's lines and his brother's lines and his adjoining. I do not know the degree of an angle running north and south. A line running at an angle of  $17\frac{1}{2}$  degrees is not a north and south line. I have always known that such a line was not a north and south line.

*E. L. Higdon*

DEPOSITION OF J. R. CARSON.

Direct Examination by B.F. McMillan, Jr.,

My name is J. R. Carson. I am a civil engineer and surveyor and have been such since 1912. I have since that time had much experience in running and surveying lines both in the city and in the country. I made the map captioned "DANNEHYLY, WALKER and HIGDON

LAND" and attached as Exhibit "D" to the deposition of Col. E. L. Higdon. I surveyed lots 10, 8 and the east and west half of 7 as shown on the map. I am familiar with land of Lemuel Walker and Wilmer Walker and also the Mann and Higdon, lots, being the east and west halves respectively of lot 7. I get my starting point from the pine tree stump, the only land mark that can be located that was used in the Donnaly surveys. Using this stump as a beginning corner, and it was the correct corner according to all the previous surveys, I ran thence north 66 degrees east 432 feet, this being the southwest corner of the Charles Mann lot. I located this lot from the Charles Mann deed which has been attached as an exhibit; Thence using the northeast corner of the Charles Mann lot as called for in this deed as the northwest corner of the Clarence Walker lot I located the Clarence Walker lot as called for in his deed. Lot number 7 as it appears on the map (exhibit D) is correctly surveyed. The lines of lot 7 as they appear on the map run north and south with a variation of five degrees which is the correct variation. I located on the map exhibit D the lot described in the deed from Clarence Walker and Hazel Walker to E. L. Higdon dated February 3rd 1925 recorded in deed 35 N S page 481 by the Baldwin county records which deed is marked exhibit D to the testimony of Clarence Walker and I marked that description on the said map of the Dannelly-Walker-Higdon land (exhibit D). The lot in red or brown ink appears on the said plat attached as exhibit D and marked "the location of lot deeded to Higdon" is a correct location of the description in the second deed made by Clarence Walker to Higdon and that Higdon says he refused to accept. That lot would not cover any part or even touch the east half of lot 7.

CROSS EXAMINATION BY W.C.BEEBE.

In locating lot 7 as shown on the map attached as exhibit D to the testimony of E. L. Higdon I started at the pine stump known as the Carpenter Corner, being the southeast corner of lot 10 and the Lemuel Walker lot. I ran from the lot 462 feet for the southwest corner of lot 7, this point being the southeast corner of lot 8 known as the Wilmer Walker lot. I then ran the Charles Mann five acre tract, the location of which gave me the northwest corner of the east half of lot 7, such east half being the property involved in this suit. I had before me the deed from James N. Dannelley and Emily Dannelley to Clarence Walker attached to the deposition of Clarence Walker as Exhibit A. I, in locating the Clarence Walker tract used the north and south lines and distances as shown by this deed. I did

use the other courses and distances east and west mentioned in this. I used the distance in all but did not use the beginning point deed. I did not, in making the location of the east half of lot 7 being the Clarence Walker tract involved in this suit, attempt to locate the Addie Otis lot referred to as the beginning corner in this deed, but I did locate the northeast corner of the Clarence Walker lot as described in Exhibit D.

Redirect examination by Mr. McMillan

I located the Addie Otis lot from the deeds which are attached as exhibits to the depositions in this case.

Recross examination by Mr Beebe

I locate the C.B.Dannelley lot as shown in red or brown on the map attached as exhibit to Higdon's deposition as the same is now marked out on the ground on an angle of 30 degrees and 45 minutes but this does not accord with the original surveys or with the deeds. The deed to the C.B.Dannelley lot calls for the north and south lines on an angle of  $24\frac{1}{2}$  degrees. These lines are located on the map in broken lines. According to the description in the deed to Clarence Walker the beginning corner of the land involved would be the northwest corner of the C.B.Dannelley lot and would lie a five acre tract north and south with its northeast corner being the northwest corner of the C. B. Dannelley lot.

Redirect examination by Mr. McMillan

The markings, figures etc on the map attached as exhibit D are correct. The broken land enclosed in black lines ~~xxxxxxx C.B.Dannelley xxxxxxxx~~ in which the name C.B.Dannelley appears is the C.B.Dannelley lot according to the deeds. The land enclosed in red or black lines is not in accordance with the original deeds but are based on a survey by some one very recently made. I understand it was made by Mr. Greenwood for Mr. Lowe

J. R. Pearson

This Indenture, Made the 1st day of Dec 1913, between

Clarence. Walker, a single man, -----  
party----- of the first part, and

E. L. Higdon, of Birmingham, Alabama, -----

of the second part; Witnesseth that the party of the first part, in consideration  
of One ----- Dollars,

hereby acknowledged to have been paid the party of the first part by the party  
of the second part. Do grant, bargain, sell and convey unto the said party  
of the second part, his heirs and assigns, all that real property in  
Baldwin County Alabama, ----- described as follows:

Beginning at the southeast corner of lands belonging to C. R. Mann,  
running north 17 1/2 degrees west, 15 chains and 91 links, to a stake,  
Thence east 17 1/2 degrees north, 3 chains and 18 links, to a stake,  
Thence south 17 1/2 degrees east, to Bay John, Thence down Bay John  
with its meanderings, to the place of beginning, being a part of the  
northeast quarter of the northeast quarter of Section Two (2) in  
Township Nine (9) south Range Five (5) east, and a part of the South  
east quarter of Section Thirty five (35) Township Eight (8) south  
Range Five (5) east, containing Five (5) acres more or less,

Together with all rights and appurtenances to said described premises in anywise  
belonging: To have and to hold the same forever.

And Clarence. Walker, ----- for  
himself and his heirs, the said described premises and appurtenances, will  
forever Warrant and Defend unto the said party of the second part, his heirs  
and assigns, against the lawful claims of all persons whatsoever.

IN WITNESS WHEREOF, The said party of the first part has hereunto  
set his hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of

*J. J. Cooney*

*Clarence Walker*

Seal

Seal

Exhibit A

STATE OF ALABAMA, |  
COUNTY OF MOBILE. |

E. L. HIGDON, |  
Complainant, |

vs

CLARENCE WALKER, |  
Respondent. |

IN THE CIRCUIT COURT OF BALDWIN

COUNTY, ALABAMA, IN EQUITY.

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

I, Ruth Macdonald, the person agreed upon as commissioner in the foregoing cause do hereby certify that I am personally acquainted with said witnesses, E. L. Higdon and J. R. Carson and know them to be the identical persons named in said agreement, that they were duly sworn by me to speak the truth, the whole truth and nothing but the truth, and examined as above stated on oral examination conducted on the part of the plaintiff by B. F. McMillan, Jr., as Attorney and for the defendant by W. C. Beebe, as Attorney and that their evidence was taken down by me as near as might be in their own language on December 20th, 1930, and was read over to and subscribed by them in my presence on to-wit; December 29th, 1930. I further certify that I am neither of counsel nor of kin to any of the parties to this cause nor in any way interested in the result thereof.

Witness my hand and seal this 30th day of December, 1930.

Ruth Macdonald  
COMMISSIONER.

Commissioner's Fee  
\$25.00

E. L. HIGDON,

Complainant,

vs

CLARENCE WALKER & HAZEL  
WALKER,

Respondents.

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IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

IN EQUITY, No. \_\_\_\_\_

FINAL DECREE

At a previous day during the regular August term of this Court and on to-wit; August 11th, 1931, came the parties by their solicitors and the foregoing cause was submitted on the pleadings and agreement in open court that complainant is entitled to the relief prayed for and that final decree should be rendered in favor of plaintiff in accordanc~~e~~ herewith; It is considered by the Court that complainant is entitled to relief:

It appearing that on May 7, 1904, by deed of James M. Dannelley and Emily Dannelley to him, recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Deed Book 7 N. S. page 314, Clarence Walker acquired certain lands in Baldwin County, Alabama, in which said deed the lands were described as "One lot of land lying and being in Baldwin County, State of Alabama, and being more fully described as follows:

Beginning at the Northwest corner of the land belonging to Addie Ottis and running thence West 210 feet, thence South 1050 feet to Bay St. John, thence east along Bay St. John 210 feet, thence North along the line of the property belonging to the said Addie Ottis, to the place of beginning, containing 5 acres more or less.

And that on December 1, 1913, by deed recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Deed Book 2085, page 672, the said Clarence Walker, attempting to convey to E. L. Higdon the lands acquired by him under the aforesaid deed, executed and delivered to the said E. L. Higdon a deed describing said lands as follows:

Beginning at the southeast corner of lands belonging to C. C. Mann, running north  $17\frac{1}{2}$  degrees west, 15 chains and 91 links to a stake, thence east  $17\frac{1}{2}$  degrees North, 3 chains and 18 links, to a stake, thence south,  $17\frac{1}{2}$  degrees east to Bay St. John, thence down Bay John with its meanderings to the place of beginning, being a part of the northeast quarter of the northeast quarter of

wife, execute and deliver to E. L. Higdon a deed of conveyance, conveying to him the lands acquired by the said Clarence Walker under the aforesaid deed from James M. Dannelley and Emily Dannelley to the said Clarence Walker, and that they describe the said lands in the deed to E. L. Higdon as the same are described in the deed from the said James M. Dannelley and Emily Dannelley to the said Clarence Walker, and that the said deed recite that the same is given in compliance with and under this order and decree, and further recite that it being the intent to convey to the said E. L. Higdon those lands acquired by the said Clarence Walker from James M. Dannelley and Emily Dannelley, his wife, to the said Clarence Walker by deed dated May 7, 1904, and recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Deed Book 7 N. S. page 314, and that the same is given to correct the description in that certain deed from Clarence Walker and Hazel Walker to E. L. Higdon dated February 3rd, 1925, recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Deed Book 35 N. S. page 481.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the said Clarence Walker and Hazel Walker execute and deliver the said deed in accordance with this decree within thirty days from the date of the rendition of this decree and that in the event they shall fail within said time to execute and deliver the said deed, then and in that event the Register of this Court be and he is hereby ordered and directed to execute and deliver to the said E. L. Higdon, a deed of conveyance conveying to him all right, title, interest and claim acquired by the said Clarence Walker by deed from James M. Dannelley and Emily Dannelley dated May 7, 1904, in and to the following described lands situated in the County of Baldwin, State of Alabama, to-wit;

Beginning at the Northwest corner of the land belonging to Addie Ottis and running thence West 210 feet, thence South 1050 feet to Bay St. John, thence East along Bay St. John 210 feet, thence North along the line of the property belonging to Addie Ottis to the place of beginning, containing five acres more or less.

And that the said deed recite that the same is given in compliance with and under this order and decree, and that it is given to correct the description in the aforesaid deed from the



said Clarence Walker and Hazel Walker to the said E. L. Higdon.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the respondents are taxed with the costs of this proceeding for which let execution issue.

Done in Vacation, this the 29<sup>th</sup> day of September, 1931.

F. W. Hale  
JUDGE

RECORDED

E. L. HIGDON,  
Complainant,

vs

CLARENCE WALKER, et al,  
Respondents.

FINAL DECREE

*Filed Sept 29/931  
D W Reigum  
Register*

Filed September ,1931.

The State of Alabama,  
Baldwin County.

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

E. L. Higdon

Complainant.

VS.

Clarence Walker, and Hazel Walker

Respondent.

I T.W. Richerson

as Register and Commissioner

have called and caused to come before me

Capt. Lemuel Walker, *Clarence Walker*

Rufus Walker

witnesses named in the Requirement for Oral Examination, on the 25<sup>th</sup> day of August

1929, at ~~the town of~~ Caswell, Alabama

in Caswell, Alabama, and having first sworn said witnesses to speak the truth, the whole truth, and nothing but the truth, the said Witnesses

doth depose and say as follows:

Capt. Lemuel Walker, a witness for the Complainant, testified

as follows:

My name is Lemuel Walker. I have lived on Bear Point forty-nine years this coming November. My father, Lemuel Walker, Sr., bought the first five acres, No. 10 lot, from the Donnelllys, in the Fall of the year 1880. The angles of the Suarez and the Kee tract of the line run north and south. The boundary lines between the two tracts run north and south. It runs the same north and south as the boundary line between the two tracts. I was present when the original survey of these lots was made, and Mr. Raspberry Carpenter was the surveyor, and I was there and I know that Mr. Carpenter started from the big pine tree. The tree has since died, and has been sawed down, but the original stump is still there, and is a fat lightwood stump. ~~HE~~ My father and I kept this under fence for thirty years, on the east boundary line of lot No. 10. My son Wilmer Walker bought the next lot east of lot No. 10. My son and I paid taxes on lot No. 8 from 1894 to 1911. My son, Clarence Walker, and my son-in-law, Charles Mann, bought lot no. 7 from the Donnelllys. Lot no. 7 was divided <sup>Charles Mann</sup> taking the West five acres, and my son Clarence Walker taking the East five acres. Lot No. 7 contained 10 acres.

It was two acres wide, and five acres long... These two ten-acre... lots lay on the same angle as Lot No. 10... My son Clarence sold his five acres, which is the east five acres, of Lot No. 7 to Col. Higdon in 1913. I saw the fence that Col. Higdon had put up on the east side of ~~the property bought~~ <sup>the property bought</sup> from Clarence Walker, a hundred times or more... My son, Clarence, or no other person ever consulted or mentioned to me anything about changing the angles on Lot No. 7 that part bought ~~from~~ <sup>by</sup> ~~him~~ <sup>from</sup> Col. Higdon... The angles were changed on the same land that Clarence Walker sold to Col. Higdon, and the corners were moved to the west... By making the changes it threw the land belonging to Col. Higdon over on Mr. Mann's land on the rear... I know about where the original fence stood on the <sup>east</sup> line before it was taken down... On most of the front, all of the east line, and most of the rear line, none of this fence was ever put back on this land at any angle that I know of. When these lots were laid off, the surveyer used a chain thirty-three feet long... I know personally that this chain that they used was thirty-three feet long... When the Donnellys divided the land here for their children ~~they were all~~ ten-acre lots they were 420 ft. frontage, and 1050 ft. deep... The boundary line between the bay and all lots was placed or left about an average of <sup>thirty</sup> ~~thirty~~ feet from the water.. This original pine stump is about thirty feet from the water, as I remember it. On the lot No. 5 that my son Rufus owned on the <sup>south</sup> ~~west~~ corner of the land was about forty ~~five~~ feet from the bay, but the 1906 storm washed everything away except this big pine stump.

*Lemuel Walker*

Capt. Rufus Walker testified as follows:

My name is Rufus E. Walker. I owned ten acres on lot No. 5. I bought this from Dannelly. It was 420 feet front, and 1050 feet deep. I know that my grandfather and my father bought lot No. 10 from the Dannellys. My brother Wilmer brought lot No. 8, the next lot adjoining to my father and my grandfather on the east. My brother-in-law, Charles Mann, and my brother Clarence Walker, bought lot No. 7, the next lot east, 10 acres, together. My brother Clarence and my brother-in-law, Charles Mann, divided the 10-acre lot, No. 7, Clarence Walker taking the East half, and Charley Mann taking the west half, equally. <sup>southwest</sup> The corner of lot No. 5 that I once owned

was about forty feet from the Bay. The 1906 storm washed away

all these corner posts on the bay except this pine stump, where the big pine tree stood. I remember when my brother Lee Walker tried

to buy the Addie Otis lot. The Addie Otis lot is supposed to lie between lot No. 5 and Clarence Walker's lot, the east half of Lot No. 7. I was going to buy half of the Addie Otis lot, and my brother Lee attempted to buy the whole, and was to sell me half of it when it was found out that Lee could not get a title to it. They Lee let it go.

Rufus E. Walker



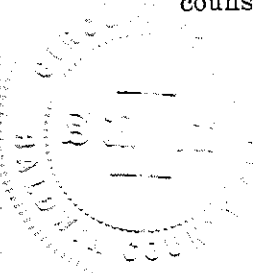
ORAL EXAMINATION.

I, J. W. Rice, as Register and Commissioner hereby certify that the foregoing deposition... on Oral Examination was taken down in writing by me in the words of the witness... and read over to them and they signed the same in the presence of myself Hunt P. Nelson, Atty for Complainant & W. R. Beebe, Atty for Defl at the time and place herein mentioned; that I have personal knowledge of personal identity of said witness he or had proof made before me of the identity of said witness he; that I am not of counsel or of kin to any of the parties to said cause, or any manner interested in the result thereof

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

Given under my hand and seal, this 23rd day of Aug 1929.

J. W. Rice (L. S.)



NO. PAGE

THE STATE OF ALABAMA  
BALDWIN COUNTY

IN CIRCUIT COURT, IN EQUITY.

E. J. McGehee

VS. Complainant

Belvedere Maestri

et al

Respondent.

Oral Deposition

Filed Aug 24th 1929

J. W. Rice, Register.

Recorded in

Record

Vol. Page

Register

*Handwritten notes:*  
B. J. McGehee vs. Belvedere Maestri et al  
Deposition taken Aug 23, 1929  
Witnessed by J. W. Rice  
40 pages  
550

E. L. Higdon,

Complainant,

Vs

Clarence Walker and  
Hazel Walker

Defendants.

IN THE CIRCUIT COURT,

BALDWIN COUNTY, ALABAMA

IN EQUITY.

Your petitioner by leave of the Court first had and obtained  
amends the original bill as filed in this cause so as to read as  
follows:-

Your petitioner, E. L. Higdon, humbly complaining, respectfully  
represents and shows unto Your Honor as follows:-

FIRST:

That he is over the age of twenty-one years and a bona fide  
resident citizen of Jefferson County, residing in Birmingham,  
Alabama.

That Clarence Walker and Hazel Walker, are over the age of  
twenty-one years each and reside in Baldwin County, Alabama.

SECOND:

That on to-wit:- 1st day of December 1913, Clarence Walker  
sold to your petitioner the following described property to-wit:

One Lot of land lying and being with Baldwin County, State  
Alabama, and being more fully described as follows: Begin  
at the north west corner of the land belonging to Addie Ott  
and running thence west two hundred and ten (210) feet, thence  
south one thousand and fifty (1050) to Bay St. John, thence  
east along the said Bay St. John Two hundred and ten (210)  
thence north along the line of the property belonging to the  
said Addie Ottis to the place of beginning, containing five  
(5) acres, more or less.

That the said Clarence Walker delivered to your petitioner  
a deed purporting to describe the above described property; but

deed in fact conveyed the following described property:

Beginning at the southeast corner of lands belonging to C. C. Mann, running north  $17\frac{1}{2}$  degrees west, 15 chains and 91 links, to a stake, thence east  $17\frac{1}{2}$  degrees north, 3 chains and 18 links, to a stake, thence south  $17\frac{1}{2}$  degrees east, to Bay St. John, thence down Bay John with its meanderings to the place of beginning, being a part of the northeast quarter of the northeast quarter of Section Two in Township Nine South, Range Five East, and a part of the Southeast quarter of Section Thirty five, Township Eight South, Range Five East, containing five acres, more or less.

That your petitioner accepted the said conveyance thinking at the time that the said conveyance conveyed the property purchased from the said Clarence Walker.



That on to-wit:- November 26th, 1924 the said Clarence Walker wrote your petitioner a letter in which the said Clarence Walker stated to your petitioner that in executing the conveyance herein above described, he had made an error in the description and requested that your petitioner re-convey to him by a Quit Claim Deed the property which he had conveyed to your petitioner and that your petitioner did execute a Quit Claim Deed to the said Clarence Walker re-conveying to him the property conveyed by deed from the said Clarence Walker to your petitioner. The said Clarence Walker stating that he would then correct the error and re-convey to your petitioner by Warranty Deed the property which your petitioner bought from the said Clarence Walker.

That on to-wit: February 3rd, 1925, the said Clarence Walker and Hazel Walker, his wife, executed to your petitioner a Warranty Deed purporting to describe the property there-to-fore sold to your petitioner and that said deed did not describe and convey the property purchased from the said Clarence Walker, but in fact conveyed the following described property towit:-

Beginning at the intersection of the West line of the Joseph Suarez Grant, Section Thirty seven, Township Eight South, of Range Five East, and the south line of Township Eight South, Range Five East, run thence North Forty-one feet; thence North 74 degrees, 30' East 1609.5 feet for a beginning corner; run thence North 74 degrees 30' East 210 feet to the Northwest corner of the Wolbrink lot; thence South 24 degrees 990 feet to a stake; thence South 74 degrees 30' West 210 feet; thence North 24 degrees 30' West 990 feet to place of beginning, containing five acres, more or less, together with the land between the South line of this land and the Bay, reserving from such additional strip, however, right of way for a public passage. Said property lying in Joseph Suarez, Grant, section Thirty seven, township eight south, Range five east, together with all and singular, the rights, benefits, privileges, appurtenances, tenements and hereditaments unto the same belonging or in any wise appertaining.

All of the property above described being in Baldwin County Alabama.

Your petitioner alleges that the deed dated February 3rd, 1925 purporting to convey the property there to fore purchased from the said Clarence Walker erroneously described the property purchased and that your petitioner requested said Clarence Walker to execute the proper conveyance in lieu of the deed offered your petitioner which the said Clarence Walker refused to do and that your petitioner is desirous of having Clarence Walker execute a deed correctly describing the property which he purchased from the said Clarence Walker and being described as follows:-

One Lot of land lying and being with Baldwin County, State of Alabama, and being more fully described as follows: Beginning at the north west corner of the land belonging to Addie Ottis, and running thence west two hundred and ten (210) feet, thence south one thousand and fifty (1050) to Bay St. John, thence east along the said Bay St. John Two hundred and ten (210) feet, thence north along the line of the property belonging to the said Addie Ottis to the place of beginning, containing five (5) acres, more or less.

The Plaintiff offers to do any equity required of him by this Honorable Court.

#### PRAYER FOR PROCESS.

THE PREMISES CONSIDERED your petitioner prays that the said Clarence Walker and Hazel Walker be made parties respondent to this original bill of complaint by the usual process of this Honorable Court; that they be required to demur, plead to or answer the same within the time and under the pains and penalties as required by law or that the same be forever confessed.

#### PRAYER FOR RELIEF.

That on the final hearing of this cause the Defendant, Clarence Walker and Hazel Walker be required to execute to your petitioner a good and sufficient conveyance conveying to him the property which

he purchased and which property is hereinabove described; a copy of which is hereto attached and marked Exhibit "A".

That if your petitioner is mistaken in the relief prayed for your Honor will grant unto him such other further different and general relief as he in justice and equity may be entitled to receive under the allegations and proof, he will ever pray, etc.,

E. L. Higdon

FOOTNOTE:-

The respondents, Clarence Walker and Hazel Walker, are required to answer each and every allegation in the foregoing bill of complaint, Paragraph FIRST to SECOND, inclusive, but not under oath, Answer under oath is hereby expressly waived.

E. L. Higdon

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James M. Dannelley,

Emily Lannelley

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(Seal)

T.H.Gleason, Notary Public.

Filed for record June 27th, 1904 at 8 A M

Recorded June 27th, 1904.

Chas Hall, Judge of Probate.

The State of Alabama,  
County of Baldwin.

Probate Court.

I, G.W.Humphries, Judge of Probate in and for said State and County, hereby certify that the above and foregoing is a true, correct and complete copy of an instrument of writing as the same appears of record in Deed Book 7 N.S., at page 314, now on file in the office of Judge of Probate of Baldwin County, Alabama.

Witness my hand and the seal of said Court, this 12th day of August, A.D., 1929.

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



E. L. HIGDON,  
Complainant,

vs

CLARENCE WALKER and  
HAZEL WALKER,  
Defendants.

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

Come the Defendants in the above styled cause and answering Complainant's bill of complaint as last amended say:

FIRST:

They admit that the Complainant, E. L. Higdon, is over the age of twenty-one years and a resident of Jefferson County, Alabama; they admit that they are each over the age of twenty-one years and residents of Baldwin County, Alabama.

SECOND:

Answering second paragraph of Complainant's bill of complaint Defendants say that on to-wit, the 7 day of May 1944, they purchased from James McDonnell & Wife a tract of land containing five acres, more or less, described as follows:

Beginning at the Northwest corner of the land belonging to Addie Ottis and running thence West 210 feet, thence South 1050 feet to Bay St. John, thence along Bay St. John 210 feet, thence North along the line of the property belonging to Addie Ottis;

that the East boundary line of the said lot of land, as will appear from the said description, was the West boundary line of the said Addie Ottis lot; that the said Addie Ottis lot was a lot containing ten acres, more or less, and described as follows:

Commencing at the Northwest corner of the C. B. Dannelley lot, thence South 74°30' West 7½ chains, thence South 24°30' East to Bay Ornocor, thence along the Bay to the Southwest corner of the C. B. Dannelley lot, thence North 24°30' West to the point of beginning;

so that the property purchased and owned by the Defendants was a five acre tract of land, the true description of which is as follows:

Beginning at the intersection of the West line of the

Joseph Suarez Grant, Section thirty seven, Township eight South, of Range five East, and the South line of Township eight South, Range five East, run thence North forty-one feet; thence North 74 degrees, 30' East 1609.5 feet for a beginning corner; run thence North 74 degrees 30' East 210 feet to the Northwest corner of the Wolbrink lot; thence South 24 degrees 990 feet to a stake; thence South 74 degrees 30' West 210 feet; thence North 24 degrees 30' West 990 feet to place of beginning, containing five acres, more or less, together with the land between the South line of this land and the Bay, reserving from such additional strip, however, right of way for a public passage. Said property lying in Joseph Suarez Grant, section thirty seven, Township eight South, Range five East, together with all and singular, the rights, benefits, privileges, appurtenances, tenements and hereditaments unto the same belonging or in anywise appertaining;

that the said land last described was the land pointed out to these Defendants upon their purchase and was the land purchased and owned by them; and that on to-wit, the 1st., day of December, 1913, they sold the said land, a true description of which is last above described, to the said E. L. Higdon, in which deed the lands were erroneously described as follows, to-wit:

Beginning at the southeast corner of lands belonging to C. C. Mann, running north  $17\frac{1}{2}$  degrees west, 15 chains and 91 links, to a stake, thence east  $17\frac{1}{2}$  degrees north, 3 chains and 18 links, to a stake, thence south  $17\frac{1}{2}$  degrees east, to Bay St. John, thence down Bay John with its meanderings to the place of beginning, being a part of the northeast quarter of the northeast quarter of section two in Township nine South, Range five East, and a part of the Southeast quarter of Section thirty-five, Township eight South, Range five East, containing five acres, more or less;

that subsequent to the execution and delivery of the said deed they discovered that the land conveyed by them to the said E. L. Higdon was erroneously described and undertook to execute and deliver to him, and did execute and deliver to him a deed of correction conveying to him the property owned by them by that certain deed dated February 3, 1925, in which said deed the said lands were properly described as follows:

Beginning at the intersection of the West line of the Joseph Suarez Grant, Section thirty seven, Township eight South, of Range five East, and the South line of Township eight South, Range five East, run thence North forty-one feet, thence North 74 degrees, 30' East 1609.5 feet for a beginning corner; run thence North 74 degrees 30' East 210 feet to the Northwest corner of the Wolbrink lot; thence South 24 degrees 990 feet to a stake; thence South 74 degrees 30' West 210 feet; thence North 24 degrees 30' West 990 feet to place of beginning, containing five acres, more or less, together with the land between the South line of this land and the Bay, reserving from such additional strip, however, right of way for a public passage. Said property lying in Joseph Suarez Grant, section thirty seven, Township eight South, Range five East, together with all and singular, the rights, benefits, privileges, appurtenances, tenements and hereditaments unto the same belonging or in anywise appertaining;

that the said deed was accepted by the said E. L. Higdon but that thereafter the said E. L. Higdon attempted to return the said deed to these Defendants and these Defendants refused to accept the same; that it was the intent of the said Defendants to convey to the said E. L. Higdon the five acre tract purchased by them and that the said deed last mentioned above, namely, the deed dated February 3, 1925, correctly conveys to them the land owned by these Defendants and the lands intended to be conveyed by them to the Complainant E. L. Higdon.

These Defendants suggest that if the true description of the lands purchased by them is other than as they allege herein and the said court will ascertain and establish the true description of the land purchased by them under the aforesaid deed, they will convey the same to the said E. L. Higdon by such ascertained and established description.

Wherefore, having fully answered these Defendants pray that they may go hence with their reasonable costs.

*Bucke Hall*  
ATTORNEYS FOR DEFENDANTS.



E. L. HIGDON,  
Complainant,

vs

CLARENCE WALKER and  
HAZEL WALKER,  
Defendants.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

IN EQUITY.

Come the Defendants in the above styled cause and answering Complainant's bill of complaint as last amended say:

FIRST:

They admit that the Complainant, E. L. Higdon, is over the age of twenty-one years and a resident of Jefferson County, Alabama; they admit that they are each over the age of twenty-one years and residents of Baldwin County, Alabama.

SECOND:

Answering second paragraph of Complainant's bill of complaint Defendants say that on to-wit, the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, they purchased from \_\_\_\_\_ a tract of land containing five acres, more or less, described as follows:

Beginning at the Northwest corner of the land belonging to Addie Ottis and running thence West 210 feet, thence South 1050 feet to Bay St. John, thence along Bay St. John 210 feet, thence North along the line of the property belonging to Addie Ottis;

that the East boundary line of the said lot of land, as will appear from the said description, was the West boundary line of the said Addie Ottis lot; that the said Addie Ottis lot was a lot containing ten acres, more or less, and described as follows:

Commencing at the Northwest corner of the C. B. Dannelley lot, thence South  $74^{\circ}30'$  West  $7\frac{1}{2}$  chains, thence South  $24^{\circ}30'$  East to Bay Ornocor, thence along the Bay to the Southwest corner of the C. B. Dannelley lot, thence North  $24^{\circ}30'$  West to the point of beginning;

so that the property purchased and owned by the Defendants was a five acre tract of land, the true description of which is as follows:

Beginning at the intersection of the West line of the

Joseph Suarez Grant, Section thirty seven, Township eight South, of Range five East, and the South line of Township eight South, Range five East, run thence North forty-one feet; thence North 74 degrees, 30' East 1609.5 feet for a beginning corner; run thence North 74 degrees 30' East 210 feet to the Northwest corner of the Wolbrink lot; thence South 24 degrees 990 feet to a stake; thence South 74 degrees 30' West 210 feet; thence North 24 degrees 30' West 990 feet to place of beginning, containing five acres, more or less, together with the land between the South line of this land and the Bay, reserving from such additional strip, however, right of way for a public passage. Said property lying in Joseph Suarez Grant, section thirty seven, Township eight South, Range five East, together with all and singular, the rights, benefits, privileges, appurtenances, tenements and hereditaments unto the same belonging or in anywise appertaining;

that the said land last described was the land pointed out to these Defendants upon their purchase and was the land purchased and owned by them; and that on to-wit, the 1st., day of December, 1913, they sold the said land, a true description of which is last above described, to the said E. L. Higdon, in which deed the lands were erroneously described as follows, to-wit:

Beginning at the southeast corner of lands belonging to C. C. Mann, running north  $17\frac{1}{2}$  degrees west, 15 chains and 91 links, to a stake, thence east  $17\frac{1}{2}$  degrees north, 3 chains and 18 links, to a stake, thence south  $17\frac{1}{2}$  degrees east, to Bay St. John, thence down Bay John with its meanderings to the place of beginning, being a part of the northeast quarter of the northeast quarter of section two in Township nine South, Range five East, and a part of the Southeast quarter of Section thirty-five, Township eight South, Range five East, containing five acres, more or less;


that subsequent to the execution and delivery of the said deed they discovered that the land conveyed by them to the said E. L. Higdon was erroneously described and undertook to execute and deliver to him, and did execute and deliver to him a deed of correction conveying to him the property owned by them by that certain deed dated February 3, 1925, in which said deed the said lands were properly described as follows:

Beginning at the intersection of the West line of the Joseph Suarez Grant, Section thirty seven, Township eight South, of Range five East, and the South line of Township eight South, Range five East, run thence ~~North forty-one feet, thence North 74 degrees, 30'~~ East 1609.5 feet for a beginning corner; run thence North 74 degrees 30' East 210 feet to the Northwest corner of the Wolbrink lot; thence South 24 degrees 990 feet to a stake; thence South 74 degrees 30' West 210 feet; thence North 24 degrees 30' West 990 feet to place of beginning, containing five acres, more or less, together with the land between the South line of this land and the Bay, reserving from such additional strip, however, right of way for a public passage. Said property lying in Joseph Suarez Grant, section thirty seven, Township eight South, Range five East, together with all and singular, the rights, benefits, privileges, appurtenances, tenements and hereditaments unto the same belonging or in anywise appertaining;

that the said deed was accepted by the said E. L. Higdon but that thereafter the said E. L. Higdon attempted to return the said deed ~~to these Defendants and these Defendants refused to accept the same;~~ that it was the intent of the said Defendants to convey to the said E. L. Higdon the five acre tract purchased by them and that the said deed last mentioned above, namely, the deed dated February 3, 1925, correctly conveys to them the land owned by these Defendants and the lands intended to be conveyed by them to the Complainant E. L. Higdon.

These Defendants suggest that if the true description of the lands purchased by them is other than as they allege herein and the said court will ascertain and establish the true description of the land purchased by them under the aforesaid deed, they will convey the same to the said E. L. Higdon by such ascertained and established description.

Wherefore, having fully answered these Defendants pray that they may go hence with their reasonable costs.

  
ATTORNEYS FOR DEFENDANTS.

STATE OF ALABAMA,

BALDWIN COUNTY.

TO WHOM IT MAY CONCERN:-

Notice is hereby given that a suit was filed in the Chancery Court of Baldwin County, Alabama, at Bay Minette, on the 1st., day of July, 1925, against Clarence Walker and Hazel Walker, defendants, and E. L. Higdon, Plaintiff, for the purpose of reforming a conveyance wherein Clarence Walker and Hazel Walker gave to E. L. Higdon, a deed, said deed conveying the following described property,

to-wit:-

Beginning at the southeast corner of lands belonging to C. C. Mann, running north  $17\frac{1}{2}$  degrees west, 15 chains and 91 links to a stake, thence east  $17\frac{1}{2}$  degrees north, 3 chains and 18 links to a stake, thence south  $17\frac{1}{2}$  degrees east to Bay John, thence down Bay John with its meanderings to the place of beginning, being a part of the northeast quarter of the northeast quarter of section two in Township nine south, Range Five East, and a part of the southeast quarter of section thirty-five, township eight south, range five east, containing five acres, more or less,

being the same property which the said E. L. Higdon now possesses on Bear Point, Baldwin County, Alabama,

The above suit was filed for the purpose of reforming a deed given after the execution of the above mentioned deed purporting to convey the property which the said E. L. Higdon now possesses on Bear Point, Baldwin County, Alabama, and being the same property purchased from Clarence Walker and Hazel Walker.

E. L. HIGDON,  
Plaintiff.

HAMILTON & MOORER,  
Attorneys for Plaintiff.

RECORDED AND INDEXED  
JULY 1 1925

Equity  
511

Clerk of the Court and Index Office.

John, William, George, William, and John, the same property, deceased from  
CONRAD, the executor of the will of J. T. WILSON, now deceased on Dec-

ceed after paid the execution of the will and the same property, deceased from

the same property, deceased from

John, George, William, and John, the same property, deceased from

John, George, William, and John, the same property, deceased from

# Lis Pendens Record

05-97

THE STATE OF ALABAMA } Office of the Judge of  
BALDWIN COUNTY } the Probate Court  
I, W. D. STAPLETON, Judge of said Court in and for  
said County, do hereby certify that the within instrument  
was filed in this office for record on the 1st  
day of July 1925 at 11:30  
o'clock AM and I further certify that the  
same is duly recorded in Record Book No. Lis Pendens  
Page 22 and duly examined.  
Witness my hand this 1st day of July 1925  
W. D. Stapleton Judge of Probate Court  
By \_\_\_\_\_

W. D. Stapleton  
7/1/25  
10:30 am

Witness my hand this 1st day of July 1925 at 11:30 AM

and I further certify that the same is duly recorded in Record Book No. Lis Pendens

Page 22 and duly examined.

Witness my hand this 1st day of July 1925 at 11:30 AM

and I further certify that the same is duly recorded in Record Book No. Lis Pendens

Page 22 and duly examined.

TO BE KEPT IN THE COURT

WITNESS MY HAND

AND I FURTHER CERTIFY

STATE OF ALABAMA,  
BALDWIN COUNTY.

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

TO THE HONORABLE JOHN D. LEIGH, JUDGE OF THE CIRCUIT COURT,  
BALDWIN COUNTY, ALABAMA, - - - - - IN EQUITY.

Your petitioner, E. L. HIGDON, humbly complaining,  
respectfully represents and shows unto Your Honor as follows:-

FIRST:-

That he is over the age of twenty one years and a  
bona fide resident citizen of Jefferson County, residing in Birmingham,  
Alabama,

That Clarence Walker and Hazel Walker, are over the  
age of twenty one years each and reside in Baldwin County, Alabama.

SECOND:-

That on to-wit:- 1st., day of December, 1913, Clarence  
Walker sold to your petitioner, and executed to him a warranty deed,  
bearing the said date, a copy of which is hereto attached and marked  
Exhibit "A", with leave of reference thereto as often as may be  
necessary, conveying the following described real estate, to-wit:-

2nd  
2nd  
Beginning at the southeast corner of lands belonging  
to C. C. Mann, running north  $17\frac{1}{2}$  degrees west, 15 chains, and  
91 links, to a stake, thence east  $17\frac{1}{2}$  degrees north, 3  
chains and 18 links, to a stake, thence south  $17\frac{1}{2}$  degrees  
east, to Bay John, thence down Bay John with its  
meanderings to the place of beginning, being a part of  
the northeast quarter of the northeast quarter of  
Section Two in Township Nine South, Range Five East, and  
a part of the Southeast quarter of Section Thirty five,  
Township Eight South, Range Five East, containing five  
acres, more or less.

THIRD:-

That on to-wit:- November 26th., 1924, the said Clarence

Walker wrote your petitioner a letter in which the said Clarence Walker stated to your petitioner that in conveying to him the property herein above described he had made an error in the description and requested that your petitioner reconvey to him by a quit claim deed and that he would then correct the error and re-convey to your petitioner by warranty deed, the property which your petitioner bought from the said Clarence Walker and which the said Clarence Walker mapped for your petitioner showing the correct description of the line together with the width and depth of the said property, a copy of which is hereto attached and marked Exhibit "B".

That on to-wit:- February 3rd., 1925, the said Clarence Walker and Hazel Walker <sup>in wife</sup> executed to your petitioner a warranty deed purporting to describe the property as platted and mapped and shown by Exhibit "B" hereto attached and which is marked as the Clarence Walker lot having a frontage of 210 feet and the said Clarence Walker and Hazel Walker did not convey to your petitioner the said lot as represented to him in the letter dated November 26th., 1924, but conveyed to your petitioner the following described property, to-wit:-

3rd  
Beginning at the intersection of the West line of the Joseph Suarez Grant, Section Thirty seven, Township Eight South, of Range Five East, and the south line of Township Eight South, Range Five East, run thence North Forty-one feet; thence North 74 degrees, 30' East 1609.5 feet for a beginning corner; run thence North 74 degrees 30' East 210 feet to the Northwest corner of the Wolbrink lot; thence South 24 degrees 990 feet to a stake; thence South 74 degrees 30' West 210 feet; thence North 24 degrees 30' West 990 feet to place of beginning, containing five acres, more or less, together with the land between the South line of this land and the Bay, reserving from such additional strip, however, right of way for a public passage. Said property lying in Joseph Suarez, Grant, section Thirty seven, township eight south, Range five east, together with all and singular, the rights, benefits, privileges, appurtenances, tenements and hereditaments unto the same belonging or in any wise appertaining.

✓  
Your petitioner alleges that the deed dated February 3rd., 1925, attempting to convey the property as shown by the map

hereto attached and marked Exhibit "B" being 210 feet frontage was erroneously described through mistake on the part of the said Clarence Walker and that your petitioner is desirous of having the said deed reformed so as to correctly describe the property which he purchased and possession of which he took immediately at the time of the said sale and which he has been possessed of continuously since the date of purchase.

PRAYER FOR PROCESS.

THE PREMISES CONSIDERED your petitioner prays that the said Clarence Walker and Hazel Walker be made parties respondent to this original bill of complaint by the usual process of this Honorable Court; that they be required to demur, plead to or answer the same within the time and under the pains and penalties as required by law or that the same be forever confessed.

PRAYER FOR RELIEF.

That on the final hearing of this cause the defendants Clarence Walker and Hazel Walker be required to execute to your petitioner, a good and sufficient conveyance conveying to him the property which he purchased and which is the property mapped and described by Exhibit "B" hereto attached.

That if your petitioner is mistaken in the relief prayed for, then Your Honor will grant unto him such other, further, different and general relief as he in justice and equity may be entitled to receive under the allegations and proof, he will ever pray, etc., .

E. L. HIGDON,  
HAMILTON & MOORER,  
Attorneys for Complainant.



FOOTNOTE:--

The respondents, Clarence Walker and Hazel Walker, are required to answer each and every allegation in the foregoing bill of complaint, Paragraph FIRST to SECOND, inclusive, but not under oath, Answer under oath is hereby expressly waived.

HAMILTON & MOORER,  
Attorneys for Complainant.

DEED WITH WARRANTY.

THIS INDENTURE, Made the 1st., day of December 1913, between Clarence Walker, a single man, party of the first part and E. L. HIGDON, of Birmingham, Alabama of the second part, WITNESSETH, that the party of the first part in consideration of One Dollars, hereby acknowledged, to have been paid the party of the first part by the party of the second part, do grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns, all that real property in Baldwin County, Alabama, described as follows:-

Beginning at the southeast corner of lands belonging to C. C. Mann, running north  $17\frac{1}{2}$  degrees west, 15 chains and 91 links, to a stake, thence east  $17\frac{1}{2}$  degrees north, 3 chains and 18 links, to a stake, thence south  $17\frac{1}{2}$  degrees east to Bay John, thence down Bay John with its meanderings to the place of beginning, being a part of the northeast quarter of the northeast quarter of section two, in Township nine, south, range five east, and a part of the south east quarter of section thirty five, township eight south, range five east, containing five acres, more or less,

together with all rights and appurtenances to said described premises in anywise belonging. To have and to hold the same forever.

And Clarence Walker for himself and his heirs, the said described premises and appurtenances, will forever warrant and defend unto the said described premises and appurtenances, will forever, WARRANT AND DEFEND, unto the said party of the second part, his heirs and assigns, against the lawful claims of all persons, whatsoever.

IN WITNESS WHEREOF the said party of the first part has hereunto set his hand and seal the day and year first above written.

CLARENCE WALKER.

Signed, sealed and delivered in the presence of,

P. J. Cooney.

STATE OF ALABAMA,

BALDWIN COUNTY.

I, P. J. Cooney, a Notary Public in and for said County and State, do hereby certify that Clarence Walker, 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 said conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 1st., day of December, 19

P. J. COONEY,

Notary Public for Baldwin County,

Exhibit "A".

North

lands supposed to have been deeded from J. M. Dannelly wife to parties on each plat.

X Samuel Walker  
Jr. & Sr.

Wm. Walker

X Chas. Mann  
1050

210 Florence Walker 210

1 1/2 ch.  
Addie Otis

1 ch. 24 1/2 w  
C. B. Dannelly

15 ch 24 1/2 w

1 ch 24 1/2 w  
John Hudson

15 ch. 24 1/2 w

1 ch 24 1/2 w  
Ed Dannelly

15 ch 24 1/2 w

1 ch. 24 1/2 w  
Majie Ruff.

15 ch 24 1/2 w

E. L. Bay Ormiston.

Confession

12<sup>th</sup> D.R. **RECORDED**  
*Original Bill*

*E. L. Higdon*  
vs

*Clarence Walker, ex. als.*

**RECORDED**

*Filed July 1st 1925 -*  
*T. W. Higdon*  
*Register*

*Orig Bill*

<i>1 of</i>	<i>1 of</i>	<i>1 of</i>	<i>1 of</i>
<i>W. L. Higdon</i>	<i>W. L. Higdon</i>	<i>W. L. Higdon</i>	<i>W. L. Higdon</i>
<i>3/5/25</i>	<i>3/5/25</i>	<i>3/5/25</i>	<i>3/5/25</i>
<i>1/10</i>	<i>1/10</i>	<i>1/10</i>	<i>1/10</i>

*Mr. Walker*  
*1st 4 2d*  
*James Walker*

*nothing at first... from J. W. Higdon*

*WOLF*

*Original Fee*  
*18.25 miles*  
*1.00*  
*3.00*  
*6.60*  
*2.00*  
*1.00*  
*1.00*  
*22.60*

Civil Subpoena—Original

THE STATE OF ALABAMA  
Baldwin County

TO ANY SHERIFF OF THE STATE OF ALABAMA—GREETINGS:

You are hereby Commanded to Summon

*Clarence Walker, Capt*  
*Lemuel Walker, Capt*  
*Rufus Walker, Mrs L. Walker*  
*Complainant*

if to be found in your county, at the instance of the  
to appear before the Honorable Circuit Court of Baldwin County at the Court House thereof, on the *23*  
day of *August* 1929, then and there to testify, and the truth to say, in a certain case  
pending wherein

*E. L. Figgdon*, Plaintiff  
*Clarence Walker et al*, Defendant

and there remain during said Court until discharged by due course of law.

Herein fail not, and have you then and there this Writ.

Witness my hand this *19* day of *August* A. D., 1929

ATTEST: *W. R. Richardson*, Clerk