

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

Comes GILBERT S. BARNES and by this his bill of complaint filed against GEORGE C. MEYER, respectfully shows:

FIRST: That Complainant, a former resident of Baldwin County, but now residing in Detroit, Michigan, is over the age of twenty-one years; that George C. Meyer is also over the age of twenty-one years and lives in the City of Mobile.

SECOND: That on the 18th day of October, 1921, Defendant sold to Complainant and his wife, Gertrude M. Barnes, a certain lot of land in the Village of Hamtramck, Wayne County, Michigan, known and described as lot 52 in Block 4 of the D. W. Simon's Highland Sub-division of the West Half of Quarter Section 21. Township 1 South of Range 12 East in Wayne County, Michigan, according to plat recorded in Liber 11 page 46 of Plats, Wayne County Records. That the consideration for this was the sum of Eighteen Hundred Dollars in cash paid by Complainant and a conveyance to said Meyer of eighty acres in Alabama valued at One Thousand Dollars, owned by Complainant but temporarily held in the name of his brother-in-law, Melvin C. Purinton, which tract is the N.W. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ and N.E. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ in Section 17, Township 9 South of Range 4 East in Baldwin County, Alabama. A copy of the Purinton deed is attached hereto and marked Exhibit "A" of this bill.

THIRD: That subsequent to the land transaction aforesaid Complainant was notified that the lot conveyed to him by Defendant was claimed by one George J. Kolowich as assignee of a prior land contract given by Defendant to one Frank Kozlowski and Mary Kozlowski, his wife, on or about the fifth day of March, 1919, whereupon Complainant at once notified Defendant who replied that the land contract had been forfeited by notice of forfeiture after default, sent to the Kozlowskis by registered mail on March 27th, 1921.

FOURTH: In November, 1922, Kolowich filed a bill in the Wayne County Circuit Court, Michigan, in chancery against Meyer, Barnes, his wife, and also against John Ketz and Sofia Ketz, his wife, and Walenty Gratowski and Stefania Gratowski, his wife, (the last four being subsequent purchasers from Barnes) for specific performance of the land contract. To which Complainant pleaded by way of answer and cross bill all available defenses including forfeiture of the contract. This suit was tried before Hon. DeWitt H. Merriam of the Circuit Court of Wayne County, Michigan, on November 19th, 1923, who later rendered a decree in favor of Kolowich, holding that the title of said Kolowich was prior to that of Complainant and that Complainant took nothing by his deed from Meyer.

FIFTH: That because of the absolute failure of the title given by Meyer in his deed to Complainant the consideration for Complainant's transfer to Meyer -- the eighty acres in Baldwin County -- has completely failed and Complainant has not only lost his eighty acres and the \$1800.00 in cash that he paid as well, but on the strength of Meyer's representation and warranty, having sold the lot purchased from him for \$6600.00, Complainant has been compelled to return said purchase money, thereby losing a profit of \$3600.00 in addition to the land and money transferred to Defendant, and has been put to great trouble and expense in the unsuccessful defense of the litigation aforesaid.

THE PREMISES CONSIDERED, Complainant prays that said George C. Meyer be made party defendant to this bill and by appropriate process be required to answer same within the time required by law.

Complainant further prays that upon the hearing of this cause an order be made cancelling and setting aside the conveyance heretofore made by Complainant and his wife to said George C. Meyer divesting the title of the latter and establishing same in Com-

plainant, the true owner thereof, also that Complainant have such other, further and different relief as to equity may seem meet.

Riskaly Buba Seely
Solicitors for Complainant.

NOTE:

Defendant is required to answer each paragraph of the foregoing bill but not under oath.

Riskaly Buba Seely
Solicitors for Complainant.

Exhibit "A"

STATE OF ALABAMA)
)
BALDWIN COUNTY)

Know all men by these presents, that for and in consideration of the sum of One Dollar and other valuable considerations to me in hand paid by George C. Meyer, the receipt whereof is hereby acknowledged I, Melvin C. Purinton and wife Lura J. Purinton do Grant, bargain, sell and convey unto the said the following described lands situated in Baldwin County, Alabama, to-wit:

The Northeast quarter of the Northwest quarter and the Northwest quarter of the Northeast quarter of Section seventeen, Township nine, Range four East, 80 acres, more or less.

To have and to hold to the said George C. Meyer heirs and assigns forever.

~~and I do covenant with the said George C. Meyer~~
that I am seized in fee of the above described premises; that I have the right to sell and convey the same, that the said premises are free from all incumbrances and that I will and my heirs and executors and administrators shall forever warrant and defend the same to the said George C. Meyer, heirs and assigns, against the lawful claims of all persons whomsoever.

Witness my hand and seal this 29 day of October,
1921.

Melvin C. Purinton L.S.
Lura J. Purinton L. S.

Witnesses:

G. L. Barnes
Emil F. Sharp

(\$1.00 U. S. I. R. stamps attached)

Exhibit "A" Continued.

STATE OF ALABAMA)
MOBILE COUNTY)

I, Kate E. Leonard, a Notary Public in and for said State and County hereby certify that Melvin C. Purinton and Lura J. Purinton, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that being informed of the contents of the said conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand this 29th day of October, 1921.

(Seal)

Kate E. Leonard,
Notary Public, Mobile County,
Alabama.

STATE OF ALABAMA)
MOBILE COUNTY)

I, Kate E. Leonard, a Notary Public in and for said State and County do hereby certify that on the 29th day of October, 1921, came before me the within named Lura J. Purinton known to me to be the wife of the within named Melvin C. Purinton who being examined separate and apart from her husband in reference to her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord and without fear, constraints or threats on the part of the husband.

In witness whereof I hereunto set my hand this 29th day of October 1921.

Kate E. Leonard.

(Seal)

Filed for record Jan. 4, 1923 at 2 P. M.
Recorded Jan. 8, 1923.

Jas M. Voltz,
Judge of Probate

Deed Book 53 NS, page 117.

BILL OF DIVORCE.

State of Alabama. Circuit Court of Baldwin County-In Equity.
Baldwin County.

To the Honorable John. D. Leigh, Judge of said Court:

Your Orator, J. H. Bell, shows unto your Honor, that he has been a bona fide resident of Baldwin County, Alabama, for three years next preceding the filing of this bill of complaint.

That your orator and defendant, Lillie B. Bell inter-married on or about August 10, 1915 in Houston County, Alabama, and ever since have been man and wife.

That both your orator and defendant Lillie B. Bell are over the age of 21 years.


That on or about August 15th., 1917, the defendant, Lillie B. Bell voluntarily abandoned your orator, from bed and board, and that said abandonment has been continuous for a period of more than seven years next preceding the filing of this bill.

That said separation occurred in Baldwin County, Alabama.

That your orator does not know the place of residence of the said defendant, but the last heard of her, she was at Diffie, Georgia, but at the present time her residence is unknown to your orator.

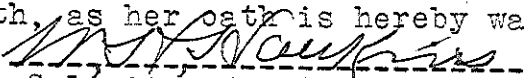
That said abandonment was without cause, fault or consent upon the part of your orator, but wholly the fault of defendant, and since said separation your orator has not heard directly from defendant.

Wherefore your orator prays that the defendant, Lillie B. Bell, by appropriate process, be made a party to this bill of complaint, and that on hearing the testimony in this case, your Honor will decree that the bonds of matrimony between himself and the defendant be dissolved, and that your orator be permitted to marry again, and for such other and further relief as your orator may be entitled, and your orator will ever pray etc.



Solicitor for Complainant.

Foot Note. Defendant is required to answer each and every paragraph of this complaint, but not under oath, as her oath is hereby waived.



Solicitor for Complainant.