

526

LILLIAN-ON-THE-BAY DEVELOPMENT COMPANY,

COMPLAINANT.

vs.

LILLIAN TURPENTINE COMPANY,  
ET ALS., *Respondents.*

CIRCUIT COURT OF BALDWIN COUNTY

ALABAMA. IN EQUITY.

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

Comes the respondents, Lillian Turpentine Company,  
H. E. Wickersham, and Coralie F. Wickersham, J. P. Richardson,  
and Eloise Richardson, his wife, J. D. Russ and Sallie Russ,  
his wife, and respectfully represents:

1.- They admit that complainant is a corporation,  
organized under the laws of the State of Alabama, with its  
place of business in Baldwin County, Alabama, and that respondents,  
H. E. Wickersham and Coralie F. Wickersham, J. P. Richardson  
and Eloise Richardson, his wife, J. D. Russ and Sallie Russ,  
his wife, and W. R. Helie are all over the age of twenty-one  
years, and all reside in the town of Defuniak Springs, County  
of Walton, State of Florida, except W. R. Helie, who respondents  
are informed resides in Baldwin County, Alabama, and that on to-wit  
January 5th, 1924, and for sometime prior and subsequent thereto,  
Lillian Turpentine Company was a partnership composed of H. E.  
Wickersham, J. P. Richardson and J. D. Russ.

2.- For answer to the second, third, fourth, fifth and  
sixth paragraph of said bill of complaint, *respondents* admit that on to-wit  
January 5th, 1924, complainant, and said Lillian Turpentine Company,  
and the individuals composing that firm reached an understanding  
and agreement, whereby in consideration of complainant executing  
and delivering to the said Lillian Turpentine Company, a lease  
on certain lands situated in the County of Baldwin, State of  
Alabama, as set out in Exhibit "A", of the bill of complaint, the  
said Lillian Turpentine Company caused to be executed to complainant  
instrument set out in Exhibits B, and C, to said bill of complaint,

and also caused to be executed the instrument set out in Exhibit D, to said bill of complaint, upon the terms and conditions therein stated, but respondents deny that these constituted but one transaction and on the contrary allege that the transaction set out in Exhibit D was separate and distinct and in no way dependent upon those set out in Exhibits, A, B, and C.

3.- For answer to the seventh paragraph of the bill of complaint, respondents admit that complainant executed and delivered to it, its note for three thousand nine hundred (\$3,900.00) dollars, payable to the said Lillian Turpentine Company, on or before July 24th, 1924, at the State Bank of Foley, Foley, Alabama, as provided in said exhibit B, and that the said Lillian Turpentine Company took possession and began working the trees, described in Exhibit "A", and was still working and using said trees under said lease, and had possession of said note at the time of the filing of the bill of complaint.

4.- For answer to the eighth paragraph respondents say that as soon as they could have the same prepared, they delivered to complainant an abstract of the property described in Exhibit D, and at that time a patent of the U. S. Government to said land had not been issued and the chain of title to respondents did not connect with that of the party or parties entitled to one. The attorney for complainants turned down the title and said it could not be made good and the manager of complainants declared the trade off, after respondents had notified complainants they would put the title in shape if they it would put the amount due on the note in escrow in the State Bank of Foley where the note was payable, and where the note and duly executed deed to complainant had been placed for delivery on payment of the note, stating that they did not wish to incur this expense unless certain the trade would be carried out, and that if unwilling to do this the trade was off. Complainants refused and failed to do this; but after the lapse of about a year when the prices of real estate in that vicinity had advanced enormously and the value of this property to about seventeen times as much as the price named in the contract, when complainants insisted

plaintiffs insisted on the contract, which had been forfeited, being carried out, and filed this suit. The respondents, through oversight, did neglect to return the note but since <sup>this</sup> ~~the situation~~ was called to their attention have done so. The respondents did continue to work the trees for turpentine purposes under the lease as they had a right to do, this being a separate transaction.

7. Respondents admit the truth of the allegations of the 9th and 10th paragraphs of said bill.

8. Respondents admit the allegations of the 11th paragraph except that portion that claims the complainant is willing to do equity in this matter and contends there is no equity in the bill.

9th. For answer to the 12th paragraph respondents say the contract has been forfeited and therefore complainant is not entitled to a conveyance and therefore is due no abatement of the purchase price.

10. Respondents admit that after complainants failed and refused to go on with the trade ~~he~~, consented to sell the land in Section 25 to Helie for \$18,000.00, but he failed to comply with contract and has no further claim under same.

11. Respondents for answer to the 14th paragraph says that complainant is not entitled to a conveyance as called for; and having fully answered respondents ask that said bill be dismissed and costs taxed to complainants.

W. T. Shepard  
ATTORNEYS FOR RESPONDENTS.  
except Helie.

LILLIAN ON THE BAY DEVELOPMENT  
COMPANY,

COMPLAINANT,

VS

LILLIAN TURPENTINE COMPANY,  
ET AL,

RESPONDENTS.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA,

NO. \_\_\_\_\_

IN EQUITY.

REQUIREMENT THAT MISS JULIA MCKINNON, THE COMMISSIONER OR EXAMINER NAMED TO TAKE THE DEPOSITION OF H. E. WICKERSHAM, A WITNESS FOR ALL THE RESPONDENTS EXCEPT THE RESPONDENT W. R. HELIE, GIVE COMPLAINANT OR ITS SOLICITORS OF RECORD NOTICE OF THE TIME AND PLACE OF THE TAKING OF THE TESTIMONY OF SAID WITNESS AND CROSS INTERROGATORIES PROPOUNDED BY COMPLAINANT TO SAID WITNESS.

NOTICE

It is hereby required and demanded that Miss Julia McKinnon, examiner or commissioner named to take the deposition of the witness, H. E. Wickersham, give complainant or its Solicitors of record notice of the time and place of taking the testimony of said witnesses.

Not waiving the above notice and requirement, but insisting thereon, complainant propounds the following cross interrogatories to the said witness, H. E. Wickersham:

CROSS INTERROGATORY ONE

If in answer to interrogatory three you have stated that respondents tendered a deed to complainant in compliance with the provisions of contract between complainant and respondents, except the respondent Helie, state to whom said deed was tendered? State whether or not said deed was ever submitted or tendered to complainant or to complainant's attorney for it or his approval before said deed was left with the Bank in Foley? Did complainant or complainant's attorney approve the form of said deed, if so state by whom and when said approval was made? State exactly how said approval, if made, was expressed? Did you not know that Judge Charles Hall of Bay Minette, Alabama, was representing the complainant in this matter? Did you submit said deed to Judge

Hall for his criticism or approval before placing the same in said Bank in Foley? State as near as you can the date on which you placed said deed in said Bank? Is it not a fact that neither the complainant nor his attorney ever saw said deed before it was left with said Bank? Is it not a fact that the form of said deed was never approved either by the complainant or its attorney? Is it not a fact that complainant has never approved the form of the deed you left with said Bank?

#### CROSS INTERROGATORY TWO

Give as near as you can the date on which you claim that you informed the witness Ickler that unless the money was placed in escrow in said Bank in Foley you would declare the trade off? Where was Ickler when you made this statement to him? Who was present at that time besides yourself and Ickler? Where were you and who was present at the time you claim that Ickler told you or agreed that the contract for the purchase of the lands in Section Twenty-five should be declared off? Give the date when Ickler made this statement to you? If you cannot give the exact date, state it as near as you can? State fully and in detail as nearly as you can all that was said by you and Ickler on that occasion? Did you ever notify the complainant or H. I. Woodruff, or Edward E. Berthold or G. J. Liebich that Ickler had agreed to declare this trade off? If so, give as near as you can the date on which you gave this information to the complainant or to the said Woodruff, or said Liebich or said Berthold, and state fully just how such information was conveyed?

#### CROSS INTERROGATORY THREE

If you have answered in reply to direct interrogatory four that you turned over to Judge Charles Hall for examination an abstract of title covering Section Twenty-five of the lands here in question, give as near as you can the date on which you delivered or turned over said abstract to Judge Hall? Is it not a fact that neither you or any of your associates ever delivered to complainant or to Judge Hall any abstract covering title to said Section Twenty-five here in question? Were you not present when Judge Charles Hall was examined orally on behalf of the complainant in

this case? Did you not hear him testify that the abstract which was made an exhibit to his testimony was prepared at the expense or request of the complainant? Is it not a fact that the abstract that had been offered in evidence in this case was prepared at the instance of the complainant? Is it not a fact that the only abstract that you or your associates had anything to do with was one covering a large body of lands in Baldwin County, Alabama, of which Section Twenty-five here in question was part? Is it not a fact that no separate abstract covering said section Twenty-five, and no other lands was ever submitted by you or any of your associates to the complainant or its attorney after the execution of the said contract relating to said Section Twenty-five? Give as near as you can the date of the Barkley sale (at Lillian), referred to in the fourth direct interrogatory?

*Gordon, Edington & Lenz*  
SOLICITORS FOR COMPLAINANT.

LILLIAN ON THE BAY DEVELOPMENT  
COMPANY,

COMPLAINANT,

VS.

LILLIAN TURPENTINE COMPANY, ET AL,

RESPONDENTS.

-----  
CROSS INTERROGATORIES

TO WITNESS H. E. WICKERSHAM.  
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NOTICE

It is hereby required and demanded that Miss Julia McKinnon, examiner or commissioner named to take the deposition of the witness H. E. Wickersham, give complainant or its Solicitors of record notice of the time and place of taking the testimony of said witness.

*Gordon Edington & Leigh*  
Solicitors for Complainant.

*Filed Dec 24/1924*  
*T W Riccard*  
*Register*

LILLIAN-ON-THE-BAY  
DEVELOPMENT COMPANY,  
a corporation,  
Complainant,  
vs.  
H. E. WICKERSHAM, et al.,  
Defendants

Circuit Court of  
Baldwin County, Alabama  
In Equity

Comes W. R. Helie, one of the defendants in the above styled cause and answering complainant's complaint says:

FIRST

He admits all of the allegation contained in the first paragraph of said complaint.

SECOND

He has no knowledge whatever of the matters alleged in paragraph second to twelfth, inclusive, and demands strict proof of the same.

Answering thirteenth and further answering all the allegations of the bill of complaint, he says that prior to August 23, 1924, this defendant, being under the impression that the said Lillian-on-the-Bay Development Company owned said lands involved in this suit or had an option or contract to purchase the same, said negotiations being conducted through its managing officer, Philip Ickler, of Lillian, Alabama; that said Philip Ickler, as agent and managing officer of said corporation, advised your defendant that he would take the matter up with the other members of said corporation and some three weeks later advised this defendant that the said Lillian-on-the-Bay Development Company had abandoned its contract or option to purchase said lands and was no longer interested in said lands. This defendant further learned that the said corporation had declined to pay over the amount due under the aforesaid contract and had refused to complete its contract to purchase the same, and that it no longer made any claim or had any interest therein; whereupon this defendant entered into negotiations with the defendant, H. E. Wickersham, who also advised him that the said complainant had refused to complete its contract to purchase and this defendant, acting upon such information, as he had a right to do, entered into a con-



tract to purchase the said lands from the defendants, H. E. Wickersham, and Flora C. Wickersham, his wife, J. D. Russ and Sallie L. Russ, his wife, J. P. Richardson and Eloise Richardson, a copy of which said contract is hereto attached, marked Exhibit "A", and made a part of this answer; that on, to-wit: October, 1924, this defendant was advised by a Mr. Harry L. Woodruff and a Mr. G. J. Liebich, both officers of said complainant corporation, that they had abandoned their contract to purchase said lands and that said corporation was no longer interested in said lands;

WHEREFORE, this defendant proceeded with his purchase of said lands, having paid \$200.00 on the said contract at the time of its execution and delivery, and did expend large sums of money in having the title to said property examined, and in procuring financial backing, did incur obligations for interest in said financial backing, and did devote considerable time and expense in advertising said property for sale; that upon the examination of the aforesaid title, defects were found therein, which said defects were pointed out to the said H. E. Wickersham, Flora C. Wickersham, J. D. Russ, Sallie L. Russ, J. P. Richardson and Eloise Richardson, who undertook to perfect said title; that in and by the aforesaid contract the said defendants contracted and agreed to furnish to this defendant an abstract of title to the said property and to cure any defects and perfect to the satisfaction of this defendant's attorney all the defects in the title to said land and to convey said land to defendant by warranty deed; that the said defendants, J. D. Russ, Sallie L. Russ, H. E. Wickersham, Flora C. Wickersham, J. P. Richardson and Eloise Richardson have never perfected said title though this defendant has repeatedly demanded that they do so; that they have never tendered him a sufficient deed therefor; that this defendant has always and now stands ready, able and willing to complete his purchase of said lands under the aforesaid contract; that he has in no manner breached any of the terms thereof but that J. D. Russ, Sallie L. Russ, H. E. Wickersham, Flora C. Wickersham, J. P. Richardson and Eloise Richardson are in default

thereof in that they have not perfected the said title to said land and have not tendered to said defendant a deed as required by said contract.

This defendant further shows that this complainant has on, to-wit: the 3rd day of September, 1925, filed in this court his suit against the said H. E. Wickersham, Flora C. Wickersham, J. D. Russ, Sallie L. Russ, J. P. Richardson and Eloise Richardson to compel specific performance of the aforesaid contract; that the matters involved in this suit as against the said J. D. Russ, Sallie L. Russ, J. P. Richardson, Eloise Richardson, H. E. Wickersham and Flora C. Wickersham are the same involved in that suit;

WHEREFORE, this defendant, having fully answered the aforesaid bill of complaint, does pray that he may go hence with his reasonable costs.

Richard Beebe Stall  
Solicitors for W. R. Helie

STATE OF ALABAMA

( Exhibit "A" )

COUNTY OF BALDWIN:

MEMORANDA OF AGREEMENT, made and entered into this August 23, 1924, by and between J. D. RUSS, and SALLIE L. RUSS, husband and wife, and H. E. WICKERSHAM and FLORA C. WICKERSHAM, husband and wife, and J. P. RICHARDSON, and ELOISE RICHARDSON, husband and wife, co partners, trading under the firm name of Lillian Turpentine Company, parties of the first part, hereinafter called Vendors, and W. R. HELIE, of Foley, Alabama, party of second part, herein called Vendee, and between and binding upon each of said parties, their heirs and assigns, WITNESSETH:

Whereas, the Vendors are all persons now composing, or who at any time composed the copartnership carried on under the name of the Lillian Turpentine Company, and such co-partners, under such name, claim to be the owners of the property hereinafter described, and said Vendee desires to purchase same, now, therefore,

The said Vendors agree to sell to the said Vendee the following described real estate, situate, lying and being in the County of Baldwin, State of Alabama, to-wit:

The Pedro Suarez Grant, or Section Twenty five, Township Seven (7) South, Range Six (6) East, less Gilchrist 39,50 acres, and Sommers Twenty (20) acres, and two certain cemetery lots of one acre each, containing in all Five hundred and fifty nine and 53/100 acres, together with the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all timber thereon, being, standing or lying, for the following consideration, Eighteen Thousand (\$18000.00) Dollars, of which said purchase money, the said Vendee has paid the sum of Two hundred (\$200.00) Dollars, as a binder to apply on account of the purchase of the above described property, the receipt whereof is hereby acknowledged, the balance \$17,800.00 to be payable in cash on or before March 1st, 1925, evidenced by one promissory note, in the sum of Seventeen thousand eight hundred (\$17,800.00) Dollars, made by said Vendee, payable to said Vendors, or or before said March 1st, 1925, with interest at the rate of 5% per annum from date, at Foley State Bank, and to be payable only upon the Vendors delivery to the Vendee a good and sufficient warranty deed to the premises aforesaid, and an abstract

of title showing good title thereto.

The said Vendors agree to furnish, at their own cost and expense, an abstract of title to the above described property within 30 days from date hereof, and the purchase of the said property by said Vendee is conditioned upon the title being found to be good, subject to the approval of the attorney for the Vendee, or upon its being cured and perfected to the satisfaction of said attorney prior to said March 1st, 1925.

The Vendors agree to pay all taxes accruing and becoming due upon said property up to October 1st, 1924.

The said Vendee is to be entitled, and may go into the immediate possession of said property without rent or charge therefor pending consumation of said sale and purchase, but no timber to be removed.

The said Vendors reserve the right to turpentine said property, that is the trees thereon for the period to expire on the 1st of January, 1926, and in the event said sale is consumated, to access and egress thereunto at all times for said purpose. Said Vendors agree to so conduct said operations as not to interfere with the operations of the Vendee, and as to any particular parts or portions of said lands, upon 30 days written notice, to vacate same to the exclusive use of the Vendee, his heirs or assigns.

IN WITNESS WHEREOF, the said Parties have hereunto set their hands and seals, this the day and year first above written.

Signed, sealed and delivered  
by H. E. Wickersham and Flora  
C. W. in the presence of  
J. H. Carpenter, Jr.  
A. W. Daniels

H. E. Wickersham (Seal)  
Flora C. Wickersham (Seal)  
J. D. Russ (Seal)  
Sallie L. Russ (Seal)  
J. P. Richardson (Seal)  
Eloise Richardson (Seal)  
W. R. Helie (Seal)

Signed, sealed and delivered  
by J. D. R. and S. L. R. - J. P.  
R. and E. R. in the presence of  
W. A. Andrews  
J. H. Carpenter, Jr.

Signed, sealed and delivered by  
W. R. Helie in the presence of  
P. D. Beall and E. M. Bingham

STATE OF FLORIDA

COUNTY OF ESCAMBIA

I, Phillip D. Beall, a Notary Public in and for the State of Florida-at-large, duly qualified, commissioned, and acting, at Pensacola, Escambia County, Florida, hereby certify that H. E. Wickersham, whose name is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that being informed of the contents of the agreement, he executed the same voluntarily on the day same bears date.

Given under my hand this 23 day of August, A. D. 1924

Phillip D. Beall  
Notary Public  
My commission expires May 25, 1925

STATE OF FLORIDA

COUNTY OF WALTON

I, J. H. Carpenter, Jr., a Notary Public in and for the State of Florida-at-large, duly qualified, commissioned and acting, at De Funiak Spgs, Walton County, Florida, hereby certify that on the 25 day of August, A. D., 1924, came before me within named Flora C. Wickersham, known to me to be the wife of the within named H. E. Wickersham, who being examined separate and apart from the husband touching her signature to the within agreement, acknowledged that she signed the same of her own free will and accord and without fear, constraints or threats on the part of her husband.

In witness whereof I have hereunto set my hand this 25 day of August A. D. 1924.

J. H. Carpenter, Jr.  
Notary Public  
My Commission expires 3-15-28

STATE OF FLORIDA

COUNTY OF WALTON

I, J. H. Carpenter, Jr., a Notary Public in and for the State of Florida-at-large, duly qualified commissioned, and acting, at De Fun-  
iak Spgs., Walton County, Florida, hereby certify that J. D. Russ, whose  
name is signed to the foregoing agreement, and who is known to me, acknowl-  
edged before me on this day that being informed of the contents of the  
agreement he executed the same voluntarily on the day same bears date.

Given under my hand this 25 day of August A. D. 1924.

J. H. Carpenter, Jr.  
Notary Public  
My Commission expires 3/15/28

STATE OF FLORIDA

COUNTY OF WALTON

I, J. H. Carpenter, Jr., a Notary Public in and for the State  
of Florida-at-large, duly qualified, commissioned and acting, at De Fun-  
iak Spgs., Walton County, Florida, hereby certify that on the 25 day of  
August A. D. 1924, came before me within Sallie Russ, known to me to be  
the wife of the within named J. D. Russ, who being examined separate and  
apart from the husband touching her signature to the within agreement,  
acknowledged, that she signed the same of her own free will and accord  
and without fear, constraints or threats on the part of her husband.

In witness whereof I have hereunto set my hand this 25 day  
of Aug A. D. 1924.

J. H. Carpenter, Jr.  
Notary Public  
My Commission expires 3/15/28

STATE OF FLORIDA

COUNTY OF ESCAMBIA

I, Philip D. Beall, a Notary Public in and for the State of Florida-at-large, duly qualified, commissioned and acting at Pensacola, Escambia County, Florida, hereby certify that W. R. Helie, whose name is signed to the foregoing agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand this 23 day of August A. D 1924

Philip D. Beall  
Notary Public  
My Commission expires May 5/1925

LILLIAN-ON-THE-BAY DEVELOPMENT  
COMPANY,

COMPLAINANT.

vs.

LILLIAN TURPENTINE COMPANY,  
ET ALS.,

RESPONDENTS.

IN THE CIRCUIT COURT OF BALDWIN  
COUNTY, ALABAMA.

IN EQUITY. NO.

INTERROGATORIES TO BE PROPOUNDED TO H. E. WICKERSHAM,

A WITNESS TO BE EXAMINED ON BEHALF OF RESPONDENTS, EXCEPT W. R.

HELIE.

INTERROGATORY ONE. What is your name, place of residence, and connection with the Lillian Turpentine Company, referred to in the bill of complaint in this case? What part, if any, did you have in connection with the transaction mentioned in paragraphs two to ten, inclusive, set out in said bill, giving all the details?

INTERROGATORY TWO. If in answer to the foregoing interrogatory you have stated that acting for the respondents, in this cause, you conducted all of the negotiations leading to the execution of the turpentine lease, from complainant dated January 15th, 1924, to respondents, a copy of which is attached to the bill of complaint as Exhibit A, and deed dated January 5th, 1924, from respondents to complainant, attached to bill of complaint, as Exhibit B, to twenty acres in section twenty-three, on which were located the negro quarters of the Lillian Turpentine Company, and deed of same date, from same parties to same party, to Block B, in the Town of Lillian, Baldwin County, Alabama, a copy of which is attached to said bill of complaint, as Exhibit C, and contract of same date, between complainant and respondents, in which respondents agreed to convey to complainant, a portion of section twenty-five, a copy of which is attached to said bill as Exhibit D, state whether or not these several matters constituted one trade, or more than one? If in answer to the foregoing question you have stated that the transaction concerning section twenty-five was separate from the others, explain fully how this was, stating any facts within your knowledge, showing, or tending to show, that the transaction in respect to said section twenty-five was distinct from, and in no way dependent upon, or connected with the other matters? What was the sole consideration for the deed, which was to be made to the land in section twenty-five? What was the consideration for the turpentine lease? Was a conveyance to be made to a portion of section twenty-five, any part of the consideration for the turpentine lease?

INTERROGATORY THREE. At the time the note mentioned in the contract, concerning section twenty-five, matured, did, or not, respondents tender a deed to complainant in compliance with the provisions of said contract? If you answer they did, please attach same as an exhibit to your depositions? In what manner was said tender made? If you state that it was deposited with the bank in Woley, at which the note was to be paid, state when this was, and whether or not said note was likewise placed in said bank, and when? Did or not complainants send to said bank a check to take up said note and deed, and if so did respondents receive same? If you have answered that such a check was sent, but payment thereon stopped, please state what, if anything, you did as representative of respondents in this connection? Did you, or not, request the cashier of said bank to notify complainant that respondents had left with said bank said deed and proposed that it, and the purchase money be held by said bank in escrow until the title was approved by the attorney for complainant, or certain alleged defects therein corrected? Please give full details in regard to this, and attach any letters, correspondence, telegrams, or documents bearing thereon? Was, or not, said proposition refused? Did you or



or not notify complainant that unless this was done, you would declare the trade off, and if so in what manner? Do you know Mr. Ickler? If so state what part, if any, he took in connection with this transaction? Was he acting as representative of respondents, or complainant? If so state the facts upon which you base such conclusion? When complainant refused to let the purchase money remain in escrow with the bank, as stated, did you or not then inform Mr. Ickler, as representatives of complainant, that this must be done, or the trade would be declared off, and did he or not at that time agree that the contract for the purchase of the portion of said section twenty-five should be declared off, and that you might act accordingly? State all, if anything, that took place in this connection.

INTERROGATORY FOUR. Are you acquainted with Judge Charles Hall, of Bay Minette, who advised complainant in regard to this title? If so state whether or not you had a conversation with him, at the time of the Barkley sale at Lillian, in regard to said section twenty-five? If so what was that conversation? Did you, or not, ask him why he had broken up the trade, and did he, or not, reply, that it was because the title was not any good, and could not be made good? Did you, or not, turn over to him for examination an abstract covering said section of land? Was or not, that accepted by complainant as sufficient compliance with the agreement of respondents to furnish an abstract? State fully as to this? Was or not this satisfactory with Mr. Ickler, representing complainant and did he, or any one else, representing complainant, request any other abstract, or say anything about having Judge Hall to make a special one? Judge Hall in his testimony has referred to an unpleasantness between you, concerning payment of his bill in connection with the examination of the title to section twenty-five, and other lands, please explain this?

*Webb & Shepard*  
SOLICITORS FOR RESPONDENTS, EXCEPT  
W. R. HELLIE.

STATE OF ALABAMA, )  
COUNTY OF MOBILE, )

Before me, Claudine Joseph, a Notary Public in and for the State and County aforesaid, personally appeared Jas. H. Webb, who is known to me, and who being by me first duly sworn, says that he is of counsel for respondents in the case in which the foregoing interrogatories are propounded, and that the witness, H. E. Wickersham, resides at De Funiak Springs, Fla., and his testimony will be material evidence for respondents in said cause.

Sworn to and subscribed before me, on this the 15<sup>th</sup> day of December, 1926.

*J. H. Webb*  
*Claudine Joseph*  
NOTARY PUBLIC, MOBILE COUNTY, ALA.

NOTE; Miss Julia McKinnon, who, as well as the witness, H. E. Wickersham, resides at De Funiak Springs, Fla., is suggested as a suitable person to be named as commissioner to take his deposition.

*Webb & Shepard*  
SOLICITORS FOR RESPONDENTS,  
EXCEPT W. R. HELLIE.

*Since the interrogatories accepted  
this Dec 21, 1926  
Webb & Shepard  
Sols for Hellie*

*Service Accepted December  
16th 1926*

*Yonville R. Lemp Jr  
Solicitor for Complainant*

LILLIAN-ON-THE-BAY DEVELOPMENT  
COMPANY,

COMPLAINANT.

vs.

LILLIAN TURPENTINE COMPANY,  
ET ALS.,

RESPONDENTS.

CIRCUIT COURT OF BALDWIN COUNTY,  
ALABAMA. IN EQUITY.

TO THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, AND TO  
THE HONORABLE JOHN D. LEIGH, JUDGE OF SAID COURT.

SITTING IN EQUITY.

Comes the respondents, Lillian Turpentine Company, H. E. Wickersham, and Coralie F. Wickersham, his wife, J. P. Richardson, and Eloise Richardson, his wife, J. D. Russ and Sallie Russ, his wife, and amend their answer to the bill of complaint by striking out the last three lines of the second paragraph and so much of the fourth from the last line as begins with the word "but."

Also fourth paragraph by striking out all of same, except the first six lines, and adding "But since then the patent has been issued and complainants have received deed as provided in contract referred to in paragraph two of this answer, and had accepted same and paid the purchase price, waiving any claim for abatement because of alleged defects in the title."

Respondent also amends paragraph eight by striking out all except the first line thereof and the ninth paragraph, so that it will read as follows: "For answer to the twelfth paragraph respondents say the contract has been fully complied with and conveyances of the property made and accepted, with a waiver by the complainant of any abatement of the purchase price because of alleged defects in the title."

Respondent amends paragraph ten so as to read as follows: "Respondents admit that under the impression that complainants would not go on with the trade they consented to sell the land embraced in the contract with complainant to respondent, Helie, for eighteen thousand dollars, but he failed to comply with same, and has no valid claim thereunder, or against this land."

Respondent amends paragraph eleven so as to read as follows: "Respondent for answer to the 14th paragraph says that complainant has the conveyance called for, and having fully answered

respondents ask that they be dismissed with their reasonable costs in this behalf expended.

Said answer as so amended will read as follows:

1.- They admit that complainant is a corporation, organized under the laws of the State of Alabama, with its place of business in Baldwin County, Alabama, and that respondents, H. E. Wickersham and Coralie F. Wickerham, J. P. Richardson, and Eloise Richardson, his wife, J. D. Russ and Sallie Russ, his wife, and W. R. Helie are all over the age of twenty-one years, and all reside in the town of Defuniak Springs, County of Walton, State of Florida, except W. R. Helie, who respondents are informed reside in Baldwin County, Alabama, and that on to-wit, January 5th, 1924, and for sometime prior and subsequent thereto, Lillian Turpentine Company was a partnership composed of H. E. Wickersham, J. P. Richardson and J. D. Russ.

2.- For answer to the second, third, fourth, fifth, and sixth paragraph of said bill of complaint admit that on to-wit January 5th, 1924, complainant, and said Lillian Turpentine Company, and the individuals composing that firm reached an understanding and agreement, whereby in consideration of complainant executing and delivering to the said Lillian Turpentine Company, a lease on certain lands situated in the County of Baldwin, State of Alabama, as set out in Exhibit "A" of the bill of complaint, the said Lillian Turpentine Company caused to be executed to complainant instrument set out in Exhibits B, and C, to said bill of complaint, and also caused to be executed the instrument set out in Exhibit D, to said bill of complaint, upon the terms and conditions therein stated.

3.- For answer to the seventh paragraph of the bill of complaint, respondents admit that complainant executed and delivered to it, its note for three thousand nine hundred (\$3,900.00) dollars, payable to the said Lillian Turpentine Company, on or before July 24th, 1924, at the State Bank of Foley, Foley, Alabama, as provided in said exhibit B, and that the said Lillian Turpentine Company took possession and began working the trees, described in Exhibit "A", and was still working and using said trees under said lease, and had possession of said note at the time of the filing of the bill of complaint.

4.- For answer to the eighth paragraph respondents say that as soon as it could have the same prepared, it delivered to com-

plainant an abstract of the property described in Exhibit B, and at that time a patent of the U. S. Government to said land had not been issued and the chain of title to respondents did not connect with that of the party, or parties entitled to one. But since then the patent has been issued and complainants have received deed as provided in the contract referred to in paragraph two of this answer.

7.- Respondents admit the truth of the allegations of the 9th and 10th paragraphs of said bill.

8.- Respondents admit the allegations of the 11th paragraph.

9.- For answer to the 12th paragraph respondents say the contract has been <sup>fully</sup> complied with and conveyance made and accepted, with a waiver by the complainant of any abatement of the purchase price because of alleged defects in the title.

10.0 Respondents admit that under the impression complainants would not go on with the trade they consented to sell the land in Section 25 to Helie for \$18,000.00, but Helie failed to comply with contract and has no further claim under same.

11.- Respondents for answer to the 14th paragraph says that complainant has the conveyance called for, and having fully answered respondents ask that they be dismissed with their reasonable costs in this behalf expended.

  
ATTORNEYS FOR RESPONDENTS.

F. W. MARSH  
ATTORNEY AT LAW  
PENSACOLA, FLA.

March 8, 1929.

Mr. W. C. Beebe,  
Bay Minette, Ala.

Dear Mr. Beebe:-

I am inclosing, herewith, the two files #522 and #526 suits in the Circuit Court of Baldwin County, between Helie and Wickersham and others.

I am also sending you check for \$1.00 which was the clerk's bill for the certified copy, which kindly hand to him.

Please look the files over and see that everything is there, as I was very careful with it, and think nothing is missing.

Although we got a directed verdict against us in the last instance, yet our case was as completely proven as the facts would permit, and we are very hopeful that the Supreme Court will take a different view of it from Judge West.

We are under everlasting obligations to you, and if at any time in any way either Beall or myself can accomodate you, please be free to call upon us, morning, noon, or night.

Very sincerely yours,

*F. W. Marsh*

Bay Minette, Ala.,

2/16

192

8

J. W. Richerson

B. 502

IN ACCOUNT WITH

G. W. Humphries

JUDGE OF PROBATE, BALDWIN COUNTY

Please Return Bill With Remittance

Deed Tax and  
Mortgage Tax

Rec. Fee

Total

Deed  
Rec. Mort. from

to

30 Rec Deed in Lillo in the Bay vs. St. Nicholas et al

85

85

*Handwritten note:*  
Paid 2/16/08  
G. W. Humphries  
Clerk

ALFRED H. BROWN

SHERIFF OF ESCAMBIA COUNTY

BREWTON, ALA.

Sept 10 - 1928

Arthur Edwin Sheriff  
Bayminette Ala

Dear Sheriff: I enclose Expiration & check  
If you will send us an acknowledgment  
we will try to collect more

Yours truly  
A. H. Brown

Kate Gillis, Director  
Julia McKinnon, Stenographer

**RELIABLE ABSTRACT COMPANY**

DeFuniak Springs, Florida

January 24, 1927

Honorable T. W. Richerson,  
Clerk Circuit Court,  
BayMinette, Alabama.  
Dear Sir:-

Lillian-On-The-Bay Development Company  
v  
Lillian Turpentine Company

In accordance with notice given, as required in your order, there appeared before me today the witness, H. E. Wickersham and Judge Leigh of the firm of Gordon, Edington & Leigh, solicitors for complainants, and it was agreed between the parties mentioned that the depositions of Mr. Wickersham not be taken today, but to be taken at some other time and place to be agreed on later between the parties.

Therefore, I presume that the proper thing for me to do is to return to you the commission to me and papers attached thereto, which I herewith enclose.

Respectfully,

*Julia McKinnon*

enc



NOTICE TO NON-RESIDENT.

Moore Ptg. Co—Bay Minette.

Lillian on the Bay Development Company, a Corporation, Complainant.

No. 526.

H. B. Wickersham et al, Defendants.

The State of Alabama, Baldwin County.

Circuit Court, in Equity.

This the 19th day of September, 1925

In this cause it being made to appear to the Clerk of this Court by the affidavit of Norville R. Leigh Jr., one of the Attorneys for

Complainant,

that the Defendant is, ~~H. B. Wickersham~~, H. B. Wickersham, Coralie F. Wickersham, J. P. Richardson, Eloise Richardson, J. D. Russ, and Sallie Russ, composing the firm of Lillian Turpentine Co and W. R. Deicie

are residing in the State of Florida, is a non-resident of the State of Alabama

and further, that, in the belief of said Affiant... the Defendant is over the age of 21 years; it is, therefore, ordered that publication be made in the Baldwin Times, a newspaper published in Bay Minette, Baldwin County, Alabama, once a week for four consecutive weeks, requiring

~~H. B. Wickersham, H. B. Wickersham,~~ the said J. P. Richardson, Eloise Richardson, J. D. Russ, and Sallie Russ, composing the firm of Lillian Turpentine Co & W. R. Deicie

to answer or demur to the Bill of Complaint in this cause by the 19th day of October, 1925, or after thirty days therefrom a decree Pro Confesso may be taken against the said Defendants.

T. W. Richardson Register.

NOTICE TO NON-RESIDENT.

Moore Ptg. Co—Bay Minette.

Lillian on the Bay Development Company, a Corporation, Complainant.

No. 526.

H. A. Wickersham et al, Defendants.

The State of Alabama,

Baldwin

County.

Circuit Court, in Equity.

This the 17th, day of

September, 1925

In this cause it being made to appear to the Clerk of this Court by the affidavit of Horville R. Leigh, Jr., one of the Attorneys for

Complainant,

vs. ~~H. A. Wickersham~~, H. A. Wickersham, Coralie F. Wickersham,

that the Defendant J. P. Richardson, Eloise Richardson, J. B. Russ, and Nellie Russ

comprising the firm of Lillian Turpentine Co

and W. H. Hillie

are residing in the State of Florida, is a non-resident of the State of Alabama

and further, that, in the belief of said Affiant the Defendant over the age of 21

years; it is, therefore, ordered that publication be made in the Baldwin Times, a newspaper publish-

ed in Bay Minette, Baldwin County, Alabama, once a week for four consecutive weeks, requiring

the said ~~H. A. Wickersham~~, H. A. Wickersham,

J. P. Richardson, Eloise Richardson, J. B. Russ and Nellie Russ,

comprising the firm of Lillian Turpentine Co

and W. H. Hillie

to answer or demur to the Bill of Complaint in this cause by the 18th, day of

October, 1925, or after thirty days therefrom a decree Pro Confesso may be

taken against the said Defendants.

T. W. Beckman Register.

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA.

LILLIAN ON THE BAY DEVELOPMENT  
COMPANY, a corporation,

Complainant,

vs.

H. E. Wickersham, et al.

Defendants.

In Equity.

No.

STATE OF ALABAMA,

COUNTY OF MOBILE.

Before me, Rosa Gerhardt, a notary public in and for said county in said state, this day personally appeared Norvelle R. Leigh, Jr., who, being by me first duly sworn, deposes and says that he is agent and one of the solicitors of record for the complainant in the case of Lillian on the Bay Development Company, a corporation, vs. H. E. Wickersham, et al., now pending on the Equity side of the Circuit Court of Baldwin County, Alabama; that since filing the original bill of complaint in said cause he has been informed and believes, and, on such information and belief, states that W. R. Helie, one of the parties defendant to said cause, is over the age of twenty one years, and that the place of his residence and post office address is Pensacola, County of Escambia, State of Florida.

Norvelle R. Leigh Jr.

Sworn to and subscribed before me this, the *eight*  
day of September, 1925.

Rosa Gerhardt

Notary Public, Mobile County, Alabama.

LILLIAN-ON-THE-BAY DEVELOPMENT  
COMPANY,

COMPLAINANT.

vs.

LILLIAN TURPENTINE COMPANY,  
ET ALS.,

RESPONDENTS.

CIRCUIT COURT OF BALDWIN COUNTY,  
ALABAMA. IN EQUITY.

Comes the respondents, H. E. Wickersham, and Coralie F. Wickersham, his wife, J. P. Richardson and Eloise Richardson, his wife, J. D. Russ, and Sallie Russ, his wife and The Lillian Turpentine Company, and demur to the bill of complaint filed against them in the above entitled cause, upon the following separate and several grounds:

ONE.

Said bill is without equity.

TWO.

Said bill shows upon its face that complainant refused to pay for the land as provided for in said contract, because it was informed that the title thereto was defective, but under the terms of said contract this was not sufficient excuse for failure to do so and complainant thereby forfeited any rights it had under said contract.

THREE.

Said complaint alleges that the title was defective in that the records did not show the issuance of a patent and that after the patent referred to was duly recorded, it still failed and refused to pay the purchase money as stipulated and <sup>it</sup> thereby forfeited any rights it held under said contract.

FOUR.

Because said bill shows unreasonable delay on the part of complainant in the performance of its portion of the contract for the purchase of the land, which it is sought in this suit to have conveyed to it, viz:

Section twenty-five (25), township seven (7)  
South, Range Six (6) East, Baldwin County, Ala.,

and no sufficient excuse therefor.

*Webb & Shepard*

ATTORNEYS FOR H. E. WICKERSHAM  
AND CORALINE F. WICKERSHAM  
HIS WIFE, J. P. RICHARDSON AND  
ELOISE WICKERSHAM HIS WIFE J. D.  
RUSS AND SALLIE RUSS HIS WIFE,  
AND THE LILLIAN TURPENTINE COMPANY.

In the Circuit Court of  
Baldwin County, Alabama.  
In Equity.

Lillian on the Bay           \*\*  
Development Company,       \*\*  
                                 \*\*  
                         Complainant,   \*\*  
                         v                 \*\*  
                                 \*\*  
Lillian Turpentine         \*\*  
Company et al,             \*\*  
                                 \*\*  
                         Respondents.   \*\*

To Messrs. Gordon, Edington & Leigh,  
Solicitors for Complainant,  
Mobile, Alabama.

Having been appointed by the Register of above named Court, on  
January 3, 1927, as Commissioner to take the testimony of H. E.  
Wickersham, a witness on behalf of the respondents except W. R. Helie  
in above stated cause, upon interrogatories and cross-interrogatories,  
and being required by Order of said Register to give complainant or its  
solicitors of record ten days' notice of the time and place of taking  
the testimony of said witness, Therefore,

YOU WILL PLEASE TAKE NOTICE that on January 24, 1927, at 10 o'clock  
a.m., at my office in the S. K. Gillis Building in DeFuniak Springs,  
Florida, I will take the testimony of H. E. Wickersham, a witness for  
the respondents except the respondent W. R. Helie in above stated cause,  
upon interrogatories and cross-interrogatories.

This 11 day of January A.D. 1927.

Julia M. Kimmon  
Commissioner

We hereby accept service of the above Notice and acknowledge  
receipt of copy of same, this 13<sup>th</sup> day of January A.D. 1927.

Gordon, Edington & Leigh  
Solicitors for Complainant

In Circuit Court,  
Baldwin County, Alabama

Lillian on the Bay  
Development Company  
Complainant

v

Lillian Turpentine  
Company et al,  
Respondents.

-----  
NOTICE OF TAKING TESTIMONY  
of  
H. E. Wickersham  
-----

Largest Weekly Circulation in South Alabama

Bay Minette, Ala., 11/1/76

M. J. W. Richardson Register

# THE BALDWIN TIMES

FINE JOB PRINTING. BEST ADVERTISING MEDIUM

PROMPT SERVICE. LOWEST PRICES.

LOCAL AND LONG DISTANCE TELEPHONE

All Bills Must Be Paid Within 30 Days

To Non Resident Notice Lillian Bay Sec Co vs  
H. W. Wickersham et al # 576

239 words @ 1/4

10 76

Run issues 9/17-24 Oct 1-8



LILLIAN ON-THE-BAY DEVELOPMENT  
COMPANY, a corporation,  
Complainant,

vs.

LILLIAN TURPENTINE COMPANY,  
et al,  
Respondents.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

No.


IN EQUITY.

Comes the complainant in the above styled cause and shows and represents unto the Court that since the filing of bill of complaint in the above styled cause the respondents, Lillian Turpentine Company, H. E. Wickersham, Coralie F. Wickersham, J. P. Richardson, Eloise Richardson, J. D. Russ and Sallie Russ have delivered to complainant a warranty deed conveying to complainant the lands mentioned and described in the bill of complaint and complainant has paid to said respondents the sum of Four Thousand Four Hundred Twenty (\$4,420.00) Dollars, the amount deposited in Court by the complainant at the time it filed its bill of complaint in this cause.

Wherefore complainant moves and requests that an order be made and entered directing the Register of this Honorable Court to return to complainant the said sum of Four Thousand Four Hundred Twenty (\$4,420.00) Dollars so deposited by it.

  
SOLICITORS FOR COMPLAINANT.

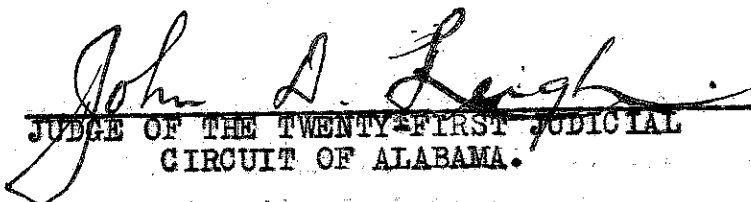
The respondents mentioned in the above and foregoing motion admit all of the facts contained in said motion, and respectfully request that said motion be granted, and that an order be made and entered directing the Register of this Honorable Court to return to complainant the said sum of Four Thousand Four Hundred Twenty (\$4,420.00) Dollars deposited in Court by complainant at the time it filed its bill of complaint.

  
SOLICITORS FOR RESPONDENTS  
Lillian Turpentine Company, H. E.  
Wickersham, Coralie F. Wickersham,  
J. P. Richardson, Eloise Richardson,  
J. D. Russ and Sallie Russ.

The above motion, together with the written consent of the respondents Lillian Turpentine Company, H. E. Wickersham, Coralie F. Wickersham, J. P. Richardson, Eloise Richardson, J. D. Russ and Sallie Russ, was this day presented to me. Upon due consideration of said motion and said written consent, I am of the opinion that said motion should be granted;

It is therefore ordered, adjudged and decreed that said motion be, and the same is hereby granted, and that the Register of this Court is hereby instructed and directed to return to complainant the said sum of Four Thousand Four Hundred Twenty (\$4,420.00) Dollars, the same being the amount deposited by the complainant at the time it filed its bill of complaint in this cause.

Ordered, adjudged and decreed this the 13<sup>th</sup> day of August, 1927.

  
JUDGE OF THE TWENTY-FIRST JUDICIAL  
CIRCUIT OF ALABAMA.

*[Faint handwritten notes and scribbles, possibly a date stamp or initials, located in the lower right quadrant of the page.]*

*1111*

LILLIAN ON THE BAY DEVELOPMENT  
COMPANY, a corporation,  
Complainant.

vs.

LILLIAN TURPENTINE COMPANY,  
et al.,  
Respondents.

---

ORDER DIRECTING RETURN OF  
DEPOSIT TO COMPLAINANT.

*Filed August 15th/1927.*  
*D. W. Peterson*  
*Register*

RECORDED

*C*

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

Your orator, Lillian-on-the-Bay Development Company, brings this its bill of complaint, and respectfully shows unto the Court and to Your Honor:

(1) That orator is a corporation organized under the general laws of the State of Alabama, with its place of business in the county of Baldwin in said state; that H.E. Wickersham and Coralie F. Wickersham, his wife, J.P. Richardson and Eloise Richardson, his wife, J.D. Russ and Sallie Russ, his wife, and W.R. Helie are all over the age of twenty-one years, and all reside in the town of Defuniak Springs, county of Walton, state of Florida, except the said W.R. Helie, who resides in the county of Baldwin, state of Alabama; and that on, to wit, January 5, 1924, and for some time prior and subsequent thereto, the Lillian Turpentine Company was a co-partnership composed of the said H.E. Wickersham, J.D. Russ and J.P. Richardson.

(2) That on, to wit, January 5, 1924, orator, on the one part, and the said Lillian Turpentine Company and the individuals composing that firm, on the other part, reached an understanding or agreement wherein and whereby, in consideration of orator executing and delivering to the said Lillian Turpentine Company a turpentine lease on certain lands situate in the county of Baldwin, state of Alabama, and paying to the said Lillian Turpentine Company the principal sum of three thousand nine hundred dollars (\$3,900.00), together with interest thereon, the said defendants, Lillian Turpentine Company, W.E.

Wickersham, J.D. Russ, and J.P. Richardson, together with their respective wives, above named, would convey to orator, in fee simple, certain lands situate in the county of Baldwin, state of Alabama.

(3) That, pursuant to the aforementioned agreement or understanding, orator, by an instrument in writing, dated January 15, 1924, and recorded in the office of the Judge of Probate for Baldwin County, Alabama, on, towit, September 4, 1924, executed and delivered to the said Lillian Turpentine Company the aforementioned turpentine lease, a copy of which lease, marked "Exhibit A", is hereto attached and made a part hereof, as though fully set out herein.

That, by a deed bearing date January 5, 1924, acknowledged February 12, 1924, and recorded in the office of the Judge of Probate for Baldwin County, Alabama, in Record Book No. 34 N.S., pages 319-20, the said Lillian Turpentine Company, H.E. Wickersham, Coralie F. Wickersham, J.D. Russ, Sallie Russ, J.P. Richardson, and Eloise Richardson conveyed to orator a certain portion of the lands which it was understood and agreed should be conveyed to it, a copy of which deed, marked "Exhibit B", is hereto attached and made a part hereof, as though fully set out herein; and that by deed dated, towit, January 5, 1924, acknowledged February 12, 1924, and recorded in the office of the Judge of Probate for Baldwin County, Alabama, in Record Book 34 N.S., page 320, the said J.D. Russ and Sallie Russ conveyed to orator another portion of the lands which it was agreed should be conveyed to it, a copy of which deed, marked "Exhibit C", is hereto attached and made a part hereof.

(4) That, pursuant to the aforementioned agreement or understanding, the said Lillian Turpentine Company, H.E. Wickersham and Coralie F. Wickersham, his wife, J.P. Richardson and Eloise Richardson, his wife, and J.D. Russ and Sallie Russ, his wife, executed an instrument in writ-

ing, dated January 5, 1924, acknowledged February 12, 1924, and recorded in the office of the Judge of Probate for Baldwin County, Alabama, in Record Book 30 N.S., page 25, wherein and whereby they, for a recited consideration of three thousand nine hundred dollars (\$3,900.00), to be paid to the Lillian Turpentine Company by your orator, on or before July 24, 1924, with interest from date of said instrument at the rate of eight per cent (8%) per annum, bound and obligated themselves to convey to orator those certain lands situate in the county of Baldwin, state of Alabama, and described as follows:

The Peter Suarez Grant or Section twenty-five (25) in Township Seven (7) South of Range Six (6) East containing six hundred twenty-one and 03/100 (621.03) acres, less Gilchrist thirty-nine and 50/100 (39.50) acres and less Summers twenty (20) acres and less two (2) Cemetery Lots of one (1) acre each; say five hundred fifty-nine and 53/100 (559.53) acres; together with, all and singular, the rights, benefits, privileges, appurtenances, tenements, and hereditaments unto the same belonging or in any wise appertaining.

(5) That in and by the last mentioned instrument in writing, the parties thereto warranted or covenanted that they were seized of an indefeasible estate in fee simple in and to said property and that they had a good right to contract for the sale thereof, and that they, their heirs, executors, and administrators would defend the rights thereby granted unto orator, its successors and assigns, against the lawful claims of all persons whomsoever, it being stated in said instrument, however, that there was reserved from the operation thereof and from the deed to be made thereunder a lease on or right to work the pine timber on said lands, for the purpose of manufacturing rosin and spirits of turpentine, with the rights of ingress and egress on and over said lands, for the purpose of carrying on said operations, and that said lease or right should be for a period of two years only

from January 1, 1924, and that all such rights and reservations should cease, determine, and be void and pass to orator on January 1, 1926.

That in and by the contract last mentioned, the parties thereto agreed to furnish orator with a full and complete abstract of title to said lands, a copy of which agreement, marked "Exhibit D", is hereto attached and made a part hereof, as though fully set out herein.

(6) Orator further shows and avers that the above and aforementioned lease, deeds, and contract of which Exhibits "A", "B", "C", and "D" hereto are copies, in truth and in fact constitute but one transaction, it being expressed in the aforementioned turpentine lease from orator to the Lillian Turpentine Company, that the consideration therefor was the sum of one dollar (\$1.00) and other good and valuable consideration, and orator avers that the lands described in Exhibits "B", "C", and "D" were to be conveyed to orator in consideration of its execution of the aforementioned turpentine lease to Lillian Turpentine Company, of which "Exhibit A" is a copy, and the payment by it to the said Lillian Turpentine Company of the said principal sum of three thousand nine hundred dollars (\$3,900.00), together with the interest thereon.

(7) Orator further shows that it executed and delivered to the Lillian Turpentine Company its note for three thousand nine hundred dollars (\$3,900.00), payable to the said Lillian Turpentine Company on or before July

turpentine lease, and still has and holds possession of the said note which your orator executed and delivered to it.

(8) That there was some delay in delivering to orator the abstract which was agreed to be delivered to it under the aforementioned agreement, of which "Exhibit D" is a copy, and when said abstract was examined by orator's attorney it was discovered that no patent was of record from the United States Government, conveying said lands to the original claimant, Peter Suarez, or his heirs or assigns; that, at or before the time orator's said note to said Lillian Turpentine Company became due, orator sent to the Bank of Foley, at Foley, Alabama, the place designated for the payment of the same, sufficient funds with which to pay the debt, both principal and interest evidenced by said note. Orator's attorney, Honorable Charles Hall, of Bay Minette, after discovering that no patent had been issued for said lands and that there were other defects in the title to said lands, advised said bank not to pay said note at that time, and said note was not then paid, but the said Lillian Turpentine Company continued and continues to hold said note, and to work and use the said trees that orator leased to it for turpentine purposes, and negotiations looking to a final settlement of the matter were continued between the parties from time to time.

(9) That on, to wit, December 5, 1924, the United States Government issued a patent for said lands to said Peter Suarez, which patent was recorded in the office of the Judge of Probate for Baldwin County, Alabama, on, to wit, March 19, 1925, in Record Book 35 N.S., page 526.

(10) That, notwithstanding the fact that orator's attorney had pointed out other defects in the title to said lands, orator, after the issuance and recordation of said patent from the United States Government, and on,



towit, August 20th, 1925, through its attorney, John M. Bryant, notified the defendant, W.E. Wickersham, that orator desired a deed to said lands described in "Exhibit D" hereto, and was ready, able and willing to take and pay for the same, but said Wickersham advised the said John M. Bryant that there would have to be new negotiations about the matter, thereby declining to go forward with or consummate the trade as agreed upon, notwithstanding the fact that the said Lillian Turpentine Company still holds orator's note and is still working the trees described in the aforementioned turpentine lease, of which "Exhibit A" is a copy.

(11) That your orator herewith deposits in this Honorable Court the sum of four thousand four hundred twenty dollars (\$4,420.00), the same being the principal sum of three thousand nine hundred dollars (\$3,900.00) for which orator executed its said note to said Lillian Turpentine Company, together with interest thereon at the rate of eight per cent (8%) per annum from January 5, 1924, to September 5, 1925, which money is deposited by orator for the purpose of making the payment of the balance owing by orator under said contract, of which "Exhibit D" is a copy, and said deposit is made subject to any orders or decrees which this Honorable Court may deem fit or proper to make or render; that your orator hereby subjects the said deposit and itself to the jurisdiction of this court, and hereby offers to make any further payment that may be required of it, and is ready, able and willing, and hereby offers to do equity and to faithfully perform and carry out any and all orders or decrees that this Honorable

Court may make in the premises.

(12) That, as aforesaid, said Lillian Turpentine Company, H.E. Wickersham, Coralie F. Wickersham, J.D. Russ, Sallie Russ, J.P. Richardson, and Eloise Richardson, in and by said written instrument, of which "Exhibit D" is a copy, agreed to convey to orator an indefeasible estate in fee simple in and to the lands therein described; that there are certain defects in said parties' title in or to said lands, and, if said defects are such as, in the opinion of the Court, make or render the title to be conveyed or vested in orator less valuable than it would be without such defects, there should be an abatement of the purchase money which orator agreed to pay for said lands.

(13) That orator is informed that the defendant, W.T. Helie, claims that on, to wit, August 23, 1924, the said H.E. Wickersham and his wife, Coralie F. Wickersham, and J.D. Russ and his wife, Sallie Russ, entered into a contract wherein and whereby they agreed to convey to him the same lands which were agreed to be conveyed to your orator in and by the agreement of which "Exhibit D" is a copy, and said W.R. Helie has filed in this Court his bill of complaint against said W.E. Wickersham, Coralie F. Wickersham, J.D. Russ, and Sallie Russ, praying for a specific performance of said contract, which cause is still pending. Orator avers that the contract to convey the said lands to it was recorded prior to the execution of any contract to the said W.R. Helie, and that at the time the said Helie entered into his said contract he had notice of the fact that the said Lillian Turpentine Company, H.E. Wickersham, Coralie F. Wickersham, J.D. Russ, Sallie Russ, J.P. Richardson and Eloise Richardson had entered into a contract in which they had agreed and bound themselves to convey said lands to your orator, and, hence, the said contract to orator takes preference and priority

over any contract between said parties, or any of them, with the said W.R. Helie, and whatever rights the said W.R. Helie acquired under and by virtue of said contract are subordinate to the prior and superior rights of orator.

(14) That orator hereby calls upon the said Lillian Turpentine Company, H.E. Wickersham and Coralie F. Wickersham, J.D. Russ and Sallie Russ, J.P. Richardson and Eloise Richardson for a conveyance to it of the lands that they agreed to convey to it in and by the aforementioned contract, of which "Exhibit D" is a copy, orator being ready, able and willing, and hereby offering to do equity and to fully perform everything required or incumbent upon it under or by virtue of said contract.

#### PRAYER FOR PROCESS

WHEREFORE, the premises considered, your orator prays that the said Lillian Turpentine Company, H.E. Wickersham, Coralie F. Wickersham, J.D. Russ, Sallie Russ, J.P. Richardson, Eloise Richardson, and W.R. Helie be made parties defendant to this bill of complaint, and that the usual process of this Honorable Court be forthwith issued to them, requiring them and each of them to appear, demur, plead to or answer this bill of complaint, within the time and under the pains and penalties provided by law, and by the rules of this Honorable Court.

#### PRAYER FOR RELIEF

Orator further prays that upon a final hearing of this cause a decree be made and entered, requiring the said Lillian Turpentine Company, H.E. Wickersham, Coralie F. Wickersham, J.D. Russ, Sallie Russ, J.P. Richardson, and Eloise Richardson to execute and deliver to orator a good and sufficient warranty deed, conveying to orator an indefeasible estate in fee simple in and to the lands mentioned

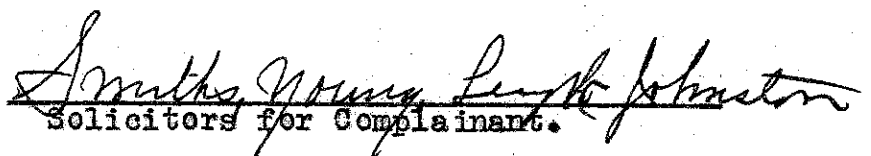
and described in the said contract of which "Exhibit D" hereto is a copy, or that a decree for specific performance be rendered and that said decree be so framed and drawn that it will, as provided by Section 6850 of Alabama Code of 1923, operate as a deed to convey said lands to orator without any deed being executed by the parties executing the aforementioned contract, of which "Exhibit D" is a copy.

Orator further prays that, if it develops from the evidence in this case that there is a defect in the title to the lands or any portion of the lands agreed to be conveyed to orator in and by the said contract of which "Exhibit D" is a copy, an equitable abatement be made in the purchase money orator agreed to pay for said lands.

Orator further prays that its right and interest in said lands and its right to a deed and title thereto has preference and priority over any right, title, claim or interest of the said W.R. Helie.

And if orator has not asked for the proper relief, your orator further prays that it may have such further, other, different and general relief in the premises as the nature of the case shall require, and as to the Court and Your Honor may seem meet.

And orator reiterates that it submits itself to the jurisdiction of the Court, and offers to do whatever the Court may consider necessary or proper to be done on its part toward making the decree which it seeks just and equitable with regard to the other parties to the suit.

  
Solicitors for Complainant.

Each of the defendants is required to answer each and every paragraph of the above and foregoing bill of complaint, but not under oath, answer under oath being hereby expressly waived.

*Smith Young Leigh Johnston*  
Solicitors for Complainant

STATE OF ALABAMA, )  
                          )  
                          :  
COUNTY OF MOBILE. )

Before me, Sarah Lucile Crowell, a notary public in and for said county in said state, this day personally appeared Norvelle R. Leigh, Jr., who, being by me first duly sworn, deposes and says that he is agent and one of the solicitors of record for complainant in the foregoing cause of Lillian-on-the-Bay Development Company, a corporation, complainant, vs. H.E. Wickersham, et al., defendants; that he is informed and believes, and on such information and belief states that each of the defendants, H.E. Wickersham, Coralie F. Wickersham, J.P. Richardson, Eloise Richardson, J.D. Russ, and Sallie Russ, named in the foregoing bill of complaint, is over the age of twenty-one years, and that the place of residence and post office address of each of said named defendants is Defuniak Springs, county of Walton, state of Florida.

*Norvelle R. Leigh Jr.*

Sworn to and subscribed before me  
this 2<sup>nd</sup> day of September, 1925.

*Sarah Lucile Crowell*  
Notary Public, Mobile County, Alabama.

Exhibit A.

STATE OF ALABAMA :  
:  
BALDWIN COUNTY :

THIS CONTRACT AND LEASE, made and entered into on this the 15th day of January A. D., 1924 by and between the LILLIAN ON THE BAY DEVELOPMENT COMPANY, a corporation, By, Edward E. Berthold, as its president and Harry L. Woodruff, as its secretary, hereinafter called party of first part, and the LILLIAN TURPENTINE COMPANY, a partnership, hereinafter called party of second part, witnesseth:-

That party of first part, for and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration to it in hand paid by the party of second part, receipt whereof is hereby acknowledged, and in further consideration of the mutual covenants and agreements herein contained, does hereby lease and let unto the said party of second part, its successors or assigns, the pine timber on the following described lands in Baldwin County, Alabama, viz:

TOWNSHIP SEVEN SOUTH RANGE SIX EAST.	
All Fractional Section	1
All Fractional Section	2
$E\frac{1}{2}$ , $N\frac{1}{2}$ of $NW\frac{1}{4}$ , $NE\frac{1}{4}$ of $SW\frac{1}{4}$ , $E\frac{1}{2}$ of $SE\frac{1}{4}$ of $SW\frac{1}{4}$	3
$E\frac{1}{2}$ , $N\frac{1}{2}$ of $NW\frac{1}{4}$ , $SE\frac{1}{4}$ of $NW\frac{1}{4}$ , $N\frac{1}{2}$ of $SW\frac{1}{4}$ .	10
All	11
All Fractional $E\frac{1}{2}$	12
$N\frac{1}{2}$ , $N\frac{1}{2}$ of $S\frac{1}{2}$ , $S\frac{1}{2}$ of $SE\frac{1}{4}$	13
$N\frac{1}{2}$ , $N\frac{1}{2}$ of $S\frac{1}{2}$ , $S\frac{1}{2}$ of $SW\frac{1}{4}$	14
$NE\frac{1}{4}$ , $SE\frac{1}{4}$ of $NW\frac{1}{4}$ , $E\frac{1}{2}$ of $SE\frac{1}{4}$ , $N\frac{1}{2}$ of $NW\frac{1}{4}$ of $SE\frac{1}{4}$	15
$NW\frac{1}{4}$	23
$NE\frac{1}{4}$ and Fractional $S\frac{1}{2}$	24
TOWNSHIP SEVEN SOUTH RANGE SEVEN EAST	
All Fractional	7
All Fractional	8
All Fractional	17
All Fractional	19

The above containing 4,810.94 acres, more or less, all being the lot of land known as the Woodruff Tract.

EXCEPTING AND RESERVING from the above however, a strip of land five hundred feet wide (500 ft) along the Perdido Bay Waters edge at high water mark, such strip to

begin at Lillian and to extend for 500 feet back from such high water mark and along said waters front to Sandy Point.

The party of second part to have the right of egress and ingress on and over said property hereby leased for the purpose of working the pine timber thereon for the manufacturing of Rosin and spirits of Turpentine for the full term of seven (7) years from January 1st, 1924; all rights of party of second part herein and hereunder to cease, determine and be void on January 1st, 1931. All of the trees worked hereunder shall be copped and not boxed; all works carried on shall be in accordance with prevailing customs for such work and due regards for the protection of the timber and said property from loss or damage by fire shall at all times be taken; all trees shall be raked around regularly each year. Party of second shall have the right of placing tenants on said property for the carrying on such operations; to place houses and other improvements thereon for such work and all such improvements so placed thereon shall be subject to removal by party of second part within a reasonable time for the expiration of this lease.

It is further agreed and understood between the parties hereto and made a part of this agreement that no timber shall hereby leased be worked during 1924. Party of first part reserves the right to sell any or all of said property at any time and in the event such sale or sales are made party of second part shall forthwith vacate the part or parts so sold or contracted to be sold upon the payment to it for such vacating in the following basis, viz: for each cup on lands sold 25¢ during the first or second year hereof, 20¢ during the third year hereof, 18¢ during the fourth year thereof and 15¢ during the fifth year hereof; 12<sup>1</sup>/<sub>2</sub>¢ during the sixth year hereof and 10¢ during the seventh or last year hereof. Said amounts shall be paid in cash and when so paid immediate possession shall be given to party of first part or purchaser of land; all improvements that might be on said parts sold and

CORALIE F. WICKERSHAM	L.S.
J.D. RUSS	L.S.
SALLIE RUSS	L.S.
J.P. RICHARDSON	L.S.
ELOISE RICHARDSON	L.S.

STATE OF FLORIDA )  
 ::  
 COUNTY OF WALTON )

I, Angus McKinnon, a notary public in and for said state and county, hereby certify that H.E. Wickersham, whose name as General Manager and member of the Lillian Turpentine Company, a co-partnership, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date for himself individually and as \_\_\_\_\_ and member of the said co-partnership and with full authority and for and as the act of said co-partnership.

Given under my hand and notarial seal this 12th day of February, 1924.

(affix seal)

ANGUS McKINNON  
 Notary Public

STATE OF FLORIDA )  
 ::  
 COUNTY OF WALTON )

I, Angus McKinnon, a notary public in and for said state and county, hereby certify that H.E. Wickersham and Coralie F. Wickersham, his wife, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal this 12th day of February, 1924.

ANGUS McKINNON,  
 Notary Public

STATE OF FLORIDA )  
 ::  
 COUNTY OF WALTON )

I, Angus McKinnon, a notary public in and for said state and county, hereby certify that J.D. Russ and Sallie Russ, his wife, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal this 12th day of February, 1924.

ANGUS McKINNON  
 Notary Public.

STATE OF FLORIDA )  
 ::  
 COUNTY OF WALTON )

I, Angus McKinnon, a Notary Public in and for said state and county, hereby certify that J.P. Richardson and Eloise Richardson, his wife, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal this 12th day of February, 1924.

ANGUS McKINNON  
 Notary Public.



# Exhibit C

STATE OF ALABAMA, )  
  )  
BALDWIN COUNTY.    )

THIS INDENTURE, made and entered into on this the 5th day of January, A.D. 1924, by and between J.D. Russ and Sallie Russ, his wife, as parties of the first part and LILLIAN ON THE BAY DEVELOPMENT CO., as party of second part, WITNESSETH:-

That parties of first part, for and in consideration of the sum of one dollar (\$1.00), and other good and valuable consideration to them in hand paid, receipt whereof is hereby acknowledged, do hereby GRANT, BARGAIN, SELL and CONVEY unto the party of the second part, its successors and assigns, the following described Real Property, lying, situate and being in the County of Baldwin, State of Alabama, viz.:-

All of Block "B" of the Town of Lillian, Baldwin County, State of Alabama, as per plat of same on record in the office of the Judge of Probate of Baldwin County, Alabama. EXCEPT these two lots heretofore sold from said block B by Phillip Ickler to Richard Fortenk and also except that one certain lot heretofore sold by Phillip Ickler to Robert Schiemenz.

TOGETHER WITH, all and singular, the rights, benefits, hereditaments and appurtenances unto the same belonging or in any wise appertaining.

TO HAVE AND TO HOLD unto said party of second part, its successors and assigns FOREVER. And the said parties of first part, for themselves, their heirs, executors and administrators, do hereby covenant and warrant to and with the said party of second part, that they are seized of an indefeasible estate in fee simple in and to said property; that they have a good right to sell and convey the same; that the same are free from all encumbrances; that they will guarantee the peaceable possession thereof; that they will and that their heirs, executors and administrators shall forever warrant and defend the same unto the said party of the second part, its successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the parties of the first part hereunto set their hands and seals this 12th day of February, 1924.

WITNESSES:-

RAYMOND G. WICKERSHAM

ANGUS McKIMMONS

J.D. RUSS

SALLIE RUSS

SEAL .

SEAL.

STATE OF FLORIDA

COUNTY OF WALTON.

I, Angus McKinnon, a Notary Public in and for said state and county, hereby certify that J.D. Russ and Sallie Russ, his wife, 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 conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12th day of February A.D. 1924.

ANGUS MCKINNON  
Notary Public, State of Florida

(attach seal)

STATE OF FLORIDA

COUNTY OF WALTON.

I, Angus McKinnon, a Notary Public in and for said state and county, hereby certify that on the 12th day of February, A.D. 1924, came before me the within named Sallie Russ, known to me to be the wife of the within named J.D. Russ, who, being examined separate and apart from the husband touching 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 and seal this 12th day of February A.D. 1924.

ANGUS MCKINNON  
Notary Public, State of Florida.

(attach seal)

Exhibit D.

STATE OF ALABAMA

BALDWIN COUNTY.

THIS CONTRACT AND AGREEMENT, made and entered into on this, the 5th day of January, A. D., 1924, by and between the LILLIAN TURPENTINE COMPANY, a co-partnership composed of H. E. Wickersham, J. D. Russ and J. P. Richardson, By H. E. Wickersham, as General Manager and a member of said firm, and H. E. Wickersham and Coralie F. Wickersham, his wife, J. P. Richardson and Eloise Richardson, his wife, and J. D. Russ and Sallie Russ, his wife, as parties of first part, and the LILLIAN ON THE BAY DEVELOPMENT COMPANY, a corporation, party of second part, WITNESSETH:-

That the parties of first part, for and in consideration of the sum of Three Thousand, Nine Hundred Dollars (\$3,900.00) to be paid to them by party of second part according to the tenor of that certain promissory note of even date herewith executed by party of second part and payable to Lillian Turpentine Company on or before July 24th, 1924 at State Bank of Foley, Foley, Alabama, in the sum of \$3,900.00 with interest from date at 8%, does hereby undertake, contract and agree to convey to party of second part, or any person or persons it may designate, by good and sufficient Warranty Deed in form to be approved by party of second part, the following described real property, situate, lying and being in the County of Baldwin and State of Alabama, viz:-

The Peter Suarez Grant or Section twenty-five (25) in Township Seven (7) South of Range Six (6) East containing 621.03 acres, less Gilchrist 39.50 acres and less Summers 20 acres and less two (2) Cemetery Lots of one acre each; say 559.53 acres. Together with, all and singular, the rights, benefits, privileges, appurtenances, tenements, and hereditaments unto the same belonging or in any wise appertaining.

The said deed to convey an indefeasible estate in fee simple and the said parties of the first part, for themselves and their heirs and assigns, executors and administrators, do hereby covenant to and with the party of second part, its successors and assigns, that they are now seized of an indefeasible estate in fee simple in and to said property; that the same is free from all liens or encumbrances; that they have a good right to contract therefor as herein contracted and that they will and their heirs, executors and administrators shall warrant and defend unto the said party of second part, its successors and assigns, the rights hereby granted against the lawful claims of all persons whomsoever.

Parties of first part reserve, however, from the operation of this contract and from the said deed to be made, a lease on or right to work the pine timber on said lands for the purpose of manufacturing rosin and spirits of turpentine with the right of ingress and egress on and over said lands for the purpose of carrying on said operations; this lease or right to be for a period of two years only from January 1st, 1924; all rights under this reservation to cease, determine and be void and to pass to party of second part on January 1st, 1926.

Party of second part shall have and is hereby granted the right and privilege of surveying, platting and subdividing said property and to make improvements thereon at any time, provided such surveying, platting, subdividing and the making of improvements does not interfere or hamper the turpentine operations carried

foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal hereto affixed by me this 12th day of February, A. D., 1924.

(signed) Angus McKinnon  
Notary Public, State of Florida,

STATE OF FLORIDA,  
COUNTY OF WALTON.

I, Angus McKinnon, a Notary Public in and for said state and county, hereby certify that J. D. Russ and Sallie Russ, his wife, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal hereto affixed by me this 12th day of February, A. D., 1924.

(signed) Angus McKinnon  
Notary Public, State of Florida.

STATE OF FLORIDA,  
COUNTY OF WALTON.

I, Angus McKinnon, a Notary Public in and for said state and county, hereby certify that J. P. Richardson and Eloise Richardson, his wife, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 12th day of February, A. D., 1924.

(signed) Angus McKinnon  
Notary Public, State of Florida.

LILLIAN ON THE BAY DEVELOPMENT  
COMPANY,

COMPLAINANT,

VS.

LILLIAN TURPENTINE COMPANY,  
ET AL,

RESPONDENTS.

)  
) IN THE CIRCUIT COURT OF  
) BALDWIN COUNTY, ALABAMA.  
)

NO. \_\_\_\_\_

IN EQUITY

Notice is hereby given that the complainant in the above styled cause desires to be present through its Solicitors, Gordon, Edington & Leigh, or some member of that firm, at the examination of H. E. Wickersham, a witness against the complainant and a witness for all the respondents except the respondent W. R. Helie.

*Gordon, Edington & Leigh*  
SOLICITORS FOR COMPLAINANT.

No In Equity  
Circuit Court  
Bohannon County

---

Pelion on the Bay  
Development Company

vs  
Pelion Turpentine Co,  
et al

---

Noted that  
Complainant desires  
to be present at  
taking of testimony  
of H. E. Wickham

---

Filed this 28<sup>th</sup>  
day of December  
1926

D. W. McCremon,  
Register

The State of Alabama, }  
Baldwin County

CIRCUIT COURT.

To Miss Julia Mc Kinnon,

KNOW YE, That we, having full faith in your prudence and competency, have appointed you Commissioner, and by these presents do authorize you, at such time and place as you may appoint, to call before you and examine H. E. Wickersham,

as witnesses in behalf of Respondents except W. R. Helie in a cause pending in our Circuit Court of Baldwin County, of said State, wherein

Lillian on the Bay Development Co,

Complainant S.

and Lillian Turpentine Company et als,

Defendant, S

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

Witness 3rd day of January, 1927

*T. W. Richardson*  
Register.

Commissioners Fee \$

Witness Fee's \$

LILLIAN ON THE BAY DEVELOPMENT  
COMPANY,

COMPLAINANT,

VS.

LILLIAN TURPENTINE COMPANY,  
ET AL,

RESPONDENTS.


IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA,

NO. \_\_\_\_\_

IN EQUITY

It is hereby ordered and prescribed that Miss Julia McKinnon, the commissioner or examiner named to take the testimony of H. E. Wickersham, a witness for all the respondents except the respondent W. R. Helie, give the complainant ten (10) days notice of the time and place of the execution of her commission and of the taking of the testimony of said witness.

Ordered this the 24 day of December, 1926.

  
\_\_\_\_\_  
Register of the Circuit Court of  
Baldwin County, Alabama.



Lillian-On-The-Bay Development Company,  
Complainant,

vs.

H. E. Wickersham, Coralie F. Wickersham, J.  
P. Richardson, Eloise Richardson, J. D. Russ,  
Sallie Russ and W. R. Helie,  
Defendants.

) IN THE CIRCUIT COURT OF  
)  
) BALDWIN COUNTY, ALABAMA.  
)  
) No. 526  
)  
) IN EQUITY.  
)  
)

This cause being called it is ordered that the testimony be published, and cause is submitted for final decree on pleading and proof as noted by the Register. After careful consideration of the pleading and proof the Court is of the opinion that the Complainant is entitled to the relief prayed. But it appearing and being made known to the Court from the answers of the Defendants H. E. Wickersham, Coralie F. Wickersham, J. P. Richardson, Eloise Richardson, J. D. Russ and Sallie Russ, as amended, that they have heretofore executed and delivered to the Complainant a deed conveying to it in fee simple the lands described in the bill of complaint, the Court is of the opinion that it is not necessary for any further or other deed to be executed to the Complainant.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the legal title to those certain lands situated in the County of Baldwin, State of Alabama, and described as follows:

The Peter Suarez Grant or Section twenty-five in Township Seven South of Range Six East, containing six hundred twenty-one and 03/100 acres, less Gilchrist thirty-nine and 50/100 acres and less Summers twenty acres and less two Cemetery Lots of one acre each; say five hundred fifty-nine and 53/100 acres; together with, all and singular, the rights, benefits, privileges, appurtenances, tenements and hereditaments unto the same belonging or in anywise appertaining.

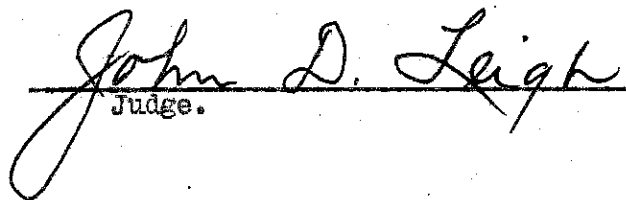
is in the Complainant and that the Complainant shall have and take the same free of any claim, right, title or interest of the Defendants, or any of the Defendants, named in the bill of complaint.

Nothing in this decree shall be held to preclude the assertion in a court of law of any rights of the parties to this decree.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Complainant pay the

costs of this proceeding, for which let execution issue.

Ordered and decreed in term time this the 13th day of February, 1928.

  
Judge.

No. ....

THE STATE OF ALABAMA,

Baldwin County.

CIRCUIT COURT.

Lillian on the Bay

Development Co,

Complainant.....

vs.

Lillian Turpentine Co.

Defendant.....

COMMISSION TO TAKE DEPOSITION  
ON INTERROGATORIES.

COMMISSIONER:

Miss Julia Mc Kinnon,

WITNESSES:

H. E. Wickersham.

No. In Equity

Lilium On The Bay  
Development Co  
vs

Lilium Turpentine Co, et al

Order prescribing  
notice to be  
given Complainant  
of the time and  
place of taking  
testimony of  
H. E. Wickham

Filed Dec 24/1926

T. H. Rice  
Registrar

~~15th 7th 1928~~  
No 526 In Equity

Sullivan on the Boy  
Development Co

vs

H. E. Wickersham  
et al

RECORDED

---

Final decree

Filed Feb 13/28  
J. W. Kieffer  
Register

RECORDED

*on the Bay*  
Lilham Development  
Co.

J. D. Russ

CIRCUIT COURT OF

Baldwin COUNTY.  
IN EQUITY.

I, T. W. Reardon, Register of said Court, do hereby certify that I

did, on the 9 day of Sept 1925, send to

J. D. Russ

Defendant.

whose address was Dr. Finnick Springs, Fla

by registered mail, postage prepaid, marked "For delivery only to the person to whom addressed," a copy of the Bill

of Complaint filed in this cause; that I demanded a return receipt addressed to the Register of this Court; and that such

receipt was duly received and filed by me in this cause, on the 9 day of Sept 1925

Witness my hand, this 9 day of Sept 1925

T. W. Reardon  
Register.

3  
No. 526

CIRCUIT COURT OF  
BALDWIN COUNTY.  
IN EQUITY.

*Sellen Arthur  
Bay Development  
Co*

vs.

*J W Rush*

CERTIFICATE OF REGISTER AS TO NOTICE  
BY REGISTERED MAIL.

Filed in office on this .....  
day of ..... 192.....

Register.

RECORDED

7

*Lillian on the Bay  
Development Co.*

vs.

*Lillian Turpentine Co.*

CIRCUIT COURT OF

..... COUNTY.

IN EQUITY.

I, *T. W. Kilmeron*, Register of said Court, do hereby certify that I

did, on the *3* day of *Sept* 192*5*, send to .....

*Lillian Turpentine Co.* Defendant.....

whose address was *Dunsmuir Springs Fla*

by registered mail, postage prepaid, marked "For delivery only to the person to whom addressed," a copy of the Bill

of Complaint filed in this cause; that I demanded a return receipt addressed to the Register of this Court; and that such

receipt was duly received and filed by me in this cause, on the *9* day of *Sept* 192*5*

Witness my hand, this *9* day of *Sept* 192*5*

*T. W. Kilmeron*

Register.



4 1/2  
No. 526

CIRCUIT COURT OF  
BALDWIN COUNTY,  
IN EQUITY.

*Lillian on the  
Bay Development  
Co*

vs.

*Lillian Turpentine  
Co*

CERTIFICATE OF REGISTER AS TO NOTICE  
BY REGISTERED MAIL.

Filed in office on this

day of

Sept 1925

*J. W. Rice*  
Register.

RECORDED  
INDEXED

Lillian On the Bay  
Development Co  
vs.  
Eloise Richardson  
et al

CIRCUIT COURT OF

Baldwin COUNTY.

IN EQUITY.

I, T.W. Richardson, Register of said Court, do hereby certify that I

did, on the 3 day of Sept 1925, send to

Eloise Richardson Defendant.

whose address was De Funiak Springs Fla.

by registered mail, postage prepaid, marked "For delivery only to the person to whom addressed," a copy of the Bill

of Complaint filed in this cause; that I demanded a return receipt addressed to the Register of this Court; and that such

receipt was duly received and filed by me in this cause, on the 9th day of Sept 1925

Witness my hand, this 9 day of Sept 1925

T.W. Richardson  
Register.

No. 626

CIRCUIT COURT OF  
BALDWIN COUNTY.  
IN EQUITY.

*Lillian M. Lee*  
*May Development Co*

vs.

~~*J. D. Ross*~~  
*Ernie Richardson*

CERTIFICATE OF REGISTER AS TO NOTICE  
BY REGISTERED MAIL.

Filed in office on this 9

day of Sept 1925

*J. W. McInnis*

Register.

*C*  
RECORDED  
BALDWIN COUNTY

*Lillian on the*  
*Bay Development Co*  
vs.  
*H E Wickendamm*

CIRCUIT COURT OF

COUNTY.

IN EQUITY.

I, *T W Williamson*, Register of said Court, do hereby certify that I

did, on the *3* day of *Sept* 192*5*, send to

*H. E. Wickendamm* Defendant.

whose address was *De Funiak Springs Fla*

by registered mail, postage prepaid, marked "For delivery only to the person to whom addressed," a copy of the Bill

of Complaint filed in this cause; that I demanded a return receipt addressed to the Register of this Court; and that such

receipt was duly received and filed by me in this cause, on the *9* day of *Sept* 192*5*

Witness my hand, this *9* day of *Sept* 192*5*

*T W Williamson*  
Register.

4 3/4

No. 526

CIRCUIT COURT OF  
BALDWIN COUNTY,  
IN EQUITY.

*Seller on the  
Bay Development*

vs.

*H. E. Wickham*

CERTIFICATE OF REGISTER AS TO NOTICE  
BY REGISTERED MAIL.

Filed in office on this

day of *Sept* 192*2*

*H. E. Wickham*

Register.

RECORDED

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 W.R. Heilie

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

Lillian on the Bay Development Company,

against said

W.R. Heilie,

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 3rd day of Sept

192 5.

*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

*Lillian O. The Key  
Development Co*

vs.

*W. H. Heilig*

*Arthur Young & Johnson*  
Solicitor for Complainant.

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

THE STATE OF ALABAMA  
BALDWIN COUNTY

Received in office this \_\_\_\_\_  
day of \_\_\_\_\_ 192\_\_\_\_\_

Sheriff.

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

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 W.R.Heilie

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

Lillian on the Bay Development Company,

against said

W.R.Heilie,

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 3rd day of Sept

192 5.

*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. \_\_\_\_\_

SUMMONS

*Lillian on the Bay  
Development Co.*

vs.

*J. R. Hillie  
et al*

THE STATE OF ALABAMA  
BALDWIN COUNTY

Received in office this \_\_\_\_\_

day of \_\_\_\_\_ 192\_\_\_\_\_

Sheriff.

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

192\_\_\_\_\_

by leaving a copy of the within summons with

Defendant.

Sheriff.

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

*Chas. Young, Leigh Johnson*  
Solicitor for Complainant.

'n Vol. \_\_\_\_\_ Page \_\_\_\_\_

TWENTY-FIRST JUDICIAL CIRCUIT

JOHN D. LEIGH, JUDGE

BREWTON, ALABAMA

August 18, 1927.

Hon. T. W. Richerson,  
Bayminette, Ala.

My dear Mr. Richerson:

Your favor of the 15th, inclosing check for \$4,420.00 to cover return of deposit made by Lillian-on-the-Bay Company in its suit against Lillian Terpentine Company, received for which I thank you. I am inclosing formal receipt for your files.

John is leaving for Hot Springs today.

With assurances of regard and esteem for you and yours, I am

Yours sincerely,

*Novell Leigh Jr.*

Lillian on the Bay  
Development Co

as

Lillian on the Bay,  
Trustees

Filed Aug 18/27

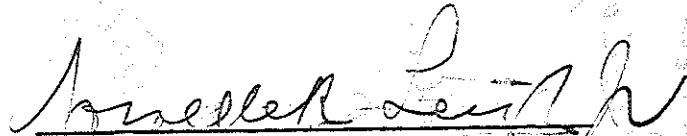
J. W. McQuinn  
Register

TWENTY-FIRST JUDICIAL CIRCUIT  
JOHN D. LEIGH, JUDGE  
BREWTON, ALABAMA

LILLIAN-on-the-Bay Development Co. )  
Complainant )  
VS )  
Lillian Turpentine Co., et al. )  
Respondents )

In the circuit  
court of  
Baldwin County,  
Alabama.

Received from T. W. Richerson, register of Circuit Court  
of Baldwin County, Alabama, cashier's check of \$4,420.00  
payable to complainant in above styled cause, to cover  
return of deposit made by it on bring its suit against  
the above named respondents, et al.



Solicitor for Complainant.

(13) <sup>very</sup> ~~of~~  
Lillian M. Chubb  
Developers Co.

vs

Lillian Turpentine  
Co

Filed Aug 18/1927  
D. W. Williams  
~~Register~~

RECORDED

C

LILLIAN ON THE BAY DEVELOPMENT  
COMPANY, a corporation,

Complainant,

-vs-

H. E. WICKERSHAM, et al,

Defendants.

IN THE CIRCUIT COURT OF BAL-  
DWIN COUNTY, ALABA.

NO. 526.

NOTE OF TESTIMONY:

Complainant being called offered the following:

(1). Bill of Complaint.

(2). Answer of H. E. Wickersham, <sup>Coralie</sup> Carl F. Wickersham

J. D. Russ, Sallie Russ, J. P. Richardson, Eloise Richardson, as  
amended.

(3). Depositions of H. L. Woodruff, Edward E. Berth-  
old, G. L. Liebiech, Norborne C. Stone, Charles Hall and Norvelle  
R. Leigh, Jr.

The defendants being called offered no testimony  
whatsoever.

Witness my hand this the 13th. day of February, 1928.

J. W. Richardson  
Register.

<sup>1400</sup>  
No 526 In Equity

Lillem on the Boyden Co  
vs

H. E. Winkerson Trust

Note of Testimony

Filed Feb 13/1928

T. W. Richardson  
Register

RECORDED

C

# THE BALDWIN TIMES

PUBLISHED IN THE LAND OF THE GOLDEN SATSUMA

SUBSCRIPTION \$2.00 PER YEAR IN ADVANCE  
ADVERTISING RATES GIVEN ON APPLICATION

R. B. VAIL  
EDITOR AND PROPRIETOR

BAY MINETTE, ALA.

## AFFIDAVIT OF PUBLICATION

State of Alabama, Baldwin County, Circuit Court, in Equity. This the 17th day of September 1925.

STATE OF ALABAMA,  
BALDWIN COUNTY.

Lillian on the Bay Development Company, a Corporation, Complainant, No. 526, vs. H. E. Wickersham et al. Defendants.

R. B. Vail, being duly sworn, deposes and says that he is the PUBLISHER of THE BALDWIN TIMES, a Weekly Newspaper published at Bay Minette, Baldwin County, Alabama; that the notice hereto attached of \_\_\_\_\_

In this cause it being made to appear to the Clerk of this Court by the affidavit of Norville R. Leigh Jr. one of the Attorneys for Complainant, that the Defendants, H. E. Wickersham, Coralie F. Wickersham, J. P. Richardson, Eloise Richardson, J. D. Russ, and Sallie Russ, composing the firm of Lillian Turpentine Company and W. R. Helie are non-residents of the State of Alabama, residing in the State of Florida, and further, that in the belief of said Affiants the defendants are over the age of 21 years; it is therefore, ordered that publication be made in the Baldwin Times, a newspaper published in Bay Minette, Baldwin County, Alabama, once a week for four consecutive weeks, requiring the said H. E. Wickersham, Coralie F. Wickersham, J. P. Richardson, Eloise Richardson, J. D. Russ and Sallie Russ, composing the firm of Lillian Turpentine Company, and W. R. Helie, to answer or demur to the Bill of Complaint in this cause by the 18th day of October, 1925, or after thirty days therefrom a decree Pro Confesso may be taken against the said Defendants.

Lillian on the Bay Development Co

H. E. Wickersham et al  
#526

Was published in said Newspaper for 4 consecutive weeks in the following

Date of second publication	<u>Oct 17 - 1925</u>	Vol. <u>36</u>	No. <u>33</u>
"	<u>24 - "</u>	Vol. <u>36</u>	No. <u>34</u>
Date of third publication	<u>Oct 1 - "</u>	Vol. <u>36</u>	No. <u>35</u>
Date of fourth publication	<u>" 8 - "</u>	Vol. <u>36</u>	No. <u>36</u>

Subscribed and sworn to before the undersigned this 24<sup>th</sup> day of

November 1925

T. W. Richerson  
Clerk Circuit Court

R. B. Vail  
Publisher.



LILLIAN-ON-THE-BAY DEVELOPMENT  
COMPANY,

Complainant,

-vs-

LILLIAN TURPENTINE COMPANY,  
ET ALS.,

Respondents.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

NO. \_\_\_\_\_

IN EQUITY.

This cause coming on to be heard is by agreement of counsel submitted for decree on the separate demurrer interposed by the Respondents, H. E. Wickersham, Coralie F. Wickersham, J. P. Richardson, Eloise Richardson, J. D. Russ, Sallie Russ, and The Lillian Turpentine Company, and also on the separate demurrer interposed by the respondent, W. R. Helie, and the same having been considered by the Court, the Court is of the opinion that said demurrers are not well taken, and that each and all of them should be overruled.

It is, therefore, ordered, adjudged and decreed by the Court that the demurrers of each and all of the above named respondents be, and the same are hereby separately and severally overruled, and that the respondents have thirty days from the date of this decree in which to answer said bill of complaint.

Ordered, adjudged and decreed this <sup>th</sup> 25<sup>th</sup> day of  
May, 1926.

*John D. Leigh*  
JUDGE.

Pr 526 to  
6

Lillian-on-The-Bay  
Develop Co.

vs

N. E. Vickersham  
et al.

Decree <sup>Overruling</sup> ~~Overriding~~  
Dismissed

Filed May 27<sup>th</sup> 1926  
D. W. Keenan  
Reg. Clk.  
Petition on the Minutes  
on Page 266 & 267

RECORDED

4

*[Handwritten signature]*

LILLIAN-ON-THE-BAY DEVELOPMENT  
COMPANY, a corporation,

Complainant,

vs.

LILLIAN TURPENTINE COMPANY, ET AL,

Respondents.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

NO. \_\_\_\_\_

IN EQUITY

To, - Messrs. Webb & Shepard, Solicitors for all the respondents  
except the defendant W. R. Helie.

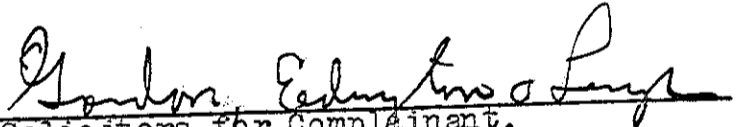
AND,

To, - Messrs. Rickarby, Beebe & Hall, Solicitors of record for the  
respondent W. R. Helie.

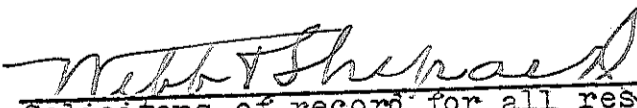
Gentlemen:

You are hereby notified that the Complainant in the  
above styled cause has filed with the Register of the Court a  
written request for the oral examination of the witness Philip  
Ickler, who resides at Lillian, Alabama, and to whom all the  
respondents, except W. R. Helie, have filed interrogatories in  
writing, and you are further notified that the Complainant re-  
quires that the examination of said witness be taken orally instead  
of by interrogatories.

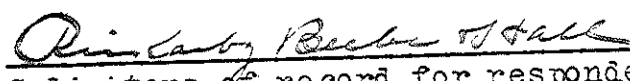
Respectfully,

  
Solicitors for Complainant,  
Lillian-on-the-Bay Development Company.  
a corporation.

Acceptance of the above notice is hereby ac-  
knowledged and all other notice hereby waived this the 17<sup>th</sup> day  
of December, 1926.

  
Solicitors of record for all respond-  
ents, except W. R. Helie.

Acceptance of the above notice is hereby ac-  
knowledged and all other notice hereby waived this the 17<sup>th</sup> day  
of December, 1926.

  
Solicitors of record for respondent  
W. R. Helie.

No 10 ~~62~~  
In Equity

~~Sub on The Bay  
Development~~

Sub on The Bay  
Development Co  
do

Sub on Turpentine Co,  
H.E. Conkeshans

Notice of requirement  
of verbal examination  
of Phillip Jekler,  
witness for  
respondent

Filed Dec 18<sup>th</sup> 1926  
T.W. Robinson  
Register  
RECORDED

Case No. 6577

LILLIAN-ON-THE-BAY DEVELOPMENT  
COMPANY, a corporation,

Complainant,

vs.

LILLIAN TURPENTINE COMPANY, ET AL,  
Respondents.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

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

IN EQUITY

Comes the complainant in the above styled cause and moves and requires that the witness Philip Ickler, to whom interrogatories in writing have been propounded by all of the respondents except W. R. Helie, and who resides at Lillian in the State of Alabama, be examined orally instead of by interrogatories.

Respectfully submitted,

G. E. Edgington & Leitch  
Solicitors for Lillian-on-the Bay  
Development Company, a corporation,  
Complainant.

We hereby accept service of notice of the above requirement and waive all other notice this the 17<sup>th</sup> day of December, 1926.

W. H. Shepard  
Solicitors for respondents except  
the respondent W. R. Helie.

We hereby accept service of notice of the filing of the above requirement and waive all other notice this the 17<sup>th</sup> day of December, 1926.

R. L. Barber & Hall  
Solicitors for respondent W. R. Helie.

10 - 9 ~~6~~ In Equity

Lilom on The Boy Alor Co  
vs

Lilom Turpentine Co  
H. E. Conkesham, et al

Request for  
oral examination  
of Phillip Isklis,  
witness for respondents

Filed Dec 18th 1926.  
T. W. Richardson  
Register

RECORDED

C.