

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

Come J. A. PILGRIM, R. J. LAUDER and the STATE BANK OF FOLEY and humbly complaining against MINNIE M. JOHNSON, respectfully represent unto your Honor as follows:-

FIRST: That Complainants, J. A. Pilgrim and R. J. Lauder are each over the age of twenty-one years and are residents of Baldwin County, Alabama; that the State Bank of Foley, is a corporation organized under the laws of the state of Alabama, doing a banking business in the town of Foley, Baldwin County, Alabama; that the defendant Minnie M. Johnson is over the age of twenty-one years and a resident of Baldwin County, Alabama.

SECOND: That on to-wit: August 5th, 1922, Complainants entered into a contract with defendant, a copy of which said contract is hereto attached, marked Exhibit "A" and made a part of this bill of complaint, and by which contract complainants, J. A. Pilgrim and R. J. Lauder bought certain properties of the defendant for and at the sum of FIVE THOUSAND DOLLARS, for a particular description of which properties reference is made to said contract Exhibit "A", and in payment of said purchase price as specified in said contract, executed and delivered to defendant twenty-five promissory notes in the sum of Two hundred dollars each, dated August 5th, 1922, the first of which was due and payable September 5th, 1922, and consecutive notes of like amount due and payable on the fifth day of each month thereafter, together with interest on each of said notes at the rate of seven per cent per annum, which said notes by said contract were guaranteed by the complainant the State Bank of Foley as they should mature; that as an inducement to complainants, J. A. Pilgrim and R. J. Lauder to purchase said property and as an inducement to the State Bank of Foley to guarantee the payment of said notes, defendant Minnie M. Johnson, represented that the contract or deed from the Baldwin County Colonization Company to John T. Johnson, dated September 15th, 1915, and

the extension thereof dated May 17th, 1920, both attached to the contract of defendant to complainants and made a part of their contract, was a valid contract or deed and conveyed a good and sufficient title to the timbers therein specified together with the right to enter on said lands and to cut and remove said timbers, and that she by devise from said John T. Johnson was the true holder of said contract or deed and the owner thereby of the timbers therein specified and conveyed, and that she had a good right to sell and convey the same, that there was no liens or claims against said timbers and that her conveyance or contract would and did vest said J. A. Pilgrim and R. J. Lauder with an absolute title to said timbers, with the right to enter on said lands and cut and remove said timbers; that complainants believing said representations to be true and relying thereon as they had a right to do bought said properties, entered into said contract and executed and delivered said notes in payment of the purchase price thereof; that said representations were false and a fraud on complainants in that said defendant did not own said timbers and said contract did not convey to said complainants, J. A. Pilgrim and R. J. Lauder, the rights title and privileges to said defendant represented that she owned and undertook to convey, but that the title to said timbers was and is vested in the Southern States Lumber Company, which on to-wit: December 1922, evicted said complainants from said timbers and forbade them cutting said timbers, and that thereupon complainants advised said defendant and the said Baldwin County Colonization Company of the said action of the Southern States Lumber Company and said defendant and the said Baldwin County Colonization Company through its agent Henry C. Bartling admitted to complainants that the title to said timbers was and is in the Southern States Lumber Company, that they were not the owners of said timbers at the time of the execution of said contracts and did not have the right to sell and convey the said timbers as aforesaid and could not deliver said timbers under said contract; that in the purchase of said properties complainants estimated that the timbers attempted to be conveyed to said Pilgrim and Lauder was of

approximately thirty-five hundred dollars in value and that the specific items of personal property conveyed, reference is made to said contract for a more particular description of the same, was of approximately fifteen hundred dollars in value; that said personal property was bought in connection with and for use in cutting and removing said timbers; that they are situated on leased lands, adjacent to the lands on which said timbers are standing, distant from other saw-mill timber, and distant from any market in which they might be sold and are adaptable only for use in connection with lumbering activities; that complainants are unable to secure other timbers in connections with which it would be profitable to use said personal property; that there is no market for the said properties and said properties are of little or no value to Complainants, Pilgrim and Lauder, without the timbers purchased under the aforesaid contract, and that the defendants title to said timbers conveyed by her to complainants has wholly failed and said properties are therefore of no value to complainants.

THIRD: That prior to their said eviction complainants Pilgrim and Lauder, had in good faith paid defendant the four first of said notes, together with interest thereon, but that they have refused to pay additional sums because of the failure of the title to said timber for which said notes were given as the purchase price in connection with other properties covered by said contract, and that they advised said State Bank of Foley of such failure of title and forbade them to pay any of said notes and advised them that any payment by said State Bank of Foley would be at its own risk.

FOURTH: That prior to their said eviction complainants in good faith had cut from said lands approximately one hundred and seventy-five thousand feet of timber and that the said Southern States Lumber Company is claiming damages from them for the timbers cut by them to the amount of eight hundred dollars; that there was of said timbers purchased from defendant by complainants as aforesaid approximately nine hundred thousand feet of merchant-

able timbers of the value of four dollars a thousand; that by reason of the damage claimed by said Southern States Lumber Company from complainants as aforesaid they have had no benefit from the said timbers and other properties purchased by them as aforesaid.

FIFTH: That Complainants, Pilgrim and Lauder upon the execution of said contract, relying upon said representations and the rights attempted to be conveyed to them as aforesaid made numerous additions and betterments and improvements in and about the properties purchased as aforesaid for the purpose of cutting and removing the timbers attempted to be conveyed as aforesaid, to-wit: Complainants erected in connection with said mill on said leased lands, a large dry-kiln at a cost of fifteen hundred dollars, six small houses for use of laborers at a cost of two hundred and forty dollars, a store room at a cost of two hundred and fifty dollars, put in a new pan at a cost of one hundred dollars, a log haul at a cost of two hundred and fifty dollars, a boiler at a cost of three hundred dollars, drive belts at a cost of one hundred dollars and new saws at a cost of two hundred dollars, so that complainants, Pilgrim and Lauder have expended in said betterments and additions and improvements the sum of twenty-seven hundred and forty dollars, which said additions, betterments and improvements were made for use and in connection with their said timber operations on the timbers purchased as aforesaid, that said improvements, additions and betterments are so situated and of such character that they are valueless without the aforesaid timbers and the title to said timbers having failed as aforesaid complainants, Pilgrim and Lauder are damaged in the premises as aforesaid by the wrongful act of said defendant to the sum of twenty-seven hundred and forty dollars.

SIXTH: That the aforesaid notes given by said Pilgrim and Lauder and guaranteed by the said State Bank of Foley to said Minnie M. Johnson are negotiable promissory notes and were left by her with the State Bank of Foley for cancellation; that there are no writings or markings on said notes would put a purchaser

on notice of complainants rights, and the equities between the complainants and defendant, that those maturing after December 5th, 1923, are subject to negotiation; that said defendant is insolvent; and great damage would result to complainants by reason of said defendant's insolvency and the equities of complainants as herein set out, should said notes be negotiated; that those notes maturing after November 5th, 1923 are still in the possession of the State Bank of Foley; that said defendant has demanded the surrender of them to her; that complainants J. A. Pilgrim and R. J. Laufer have forbade the State Bank of Foley to deliver them; that the Said State Bank of Foley herewith delivers said notes into the custody of this court for disposition by the court as it shall deem proper.

SEVENTH: That said defendant has entered suit in the Circuit Court of Baldwin County, Alabama, at law, by her complaint filed in said Court, October 19th, 1923, against J. A. Pilgrim and R. J. Laufer for the collection of those said notes maturing between January 5th, 1923 and October 5th, 1923, and has also entered suit on the same notes against the State Bank of Foley as guarantor of said notes, by her complaint filed in said court on October 19th, 1923; that complainants have a good defense to said notes as herein set out, which they cannot adequately set up in the aforesaid actions at law, in this that the said defendant falsely represented that she had the title to said timbers for which said notes were given as the purchase price, when in fact she did not have the title thereto and the said defendant is insolvent which renders her unable to respond in damages, and also that complainants are entitled to a rescission and cancellation of said contract and liability of said notes, and defendant ought not be permitted further to prosecute the said suits or either of the,

EIGHTH: That defendant has instituted the two aforesaid suits against which complainants separately and severally have a common defense and that they are vexed and harassed thereby, that a judgment in one will not be a bar to the other and that the cost

in defending the said suits will be a burden and a hardship on complainants, and further that there are still outstanding and not included in said suits twelve other of said notes maturing from time to time and a verdict for complainants in the said suit now pending in said law court will not be a bar to further and additional suits against said complainants by said defendant and complainants will be put to great expense in defending numerous vexatious and unwarranted suits as aforesaid.

TENTH: That the items of additions, betterments and improvements made by complainants as aforesaid are numerous and complicated and were constructed over a period of several months and an accounting between complainants Pilgrim and Lauder is necessary to determine the amounts thereof.

THE PREMISES CONSIDERED, complainants pray that Minnie M. Johnson, by proper process be made party defendant to this bill of complaint and be required to answer, plead or demur within the time and under the penalties prescribed by law and the practice of this Honorable Court.

Complainants further pray that upon the hearing of this cause a decree be made and entered rescinding the contract heretofore made in this cause, declaring the same of no further effect and releasing complainants from any further liability or obligation thereunder; that the notes yet unpaid, given by complainants, Pilgrim and Lauder, to defendant under the terms of the contract and guaranteed by complainant State Bank of Foley be returned to the makers thereof and said makers and guarantor be discharged from liability thereunder; that the eight hundred dollars heretofore paid by complainants under the terms of said contract and before the defects in the title to the property conveyed by defendant was known be returned to complainants by said defendant, upon complainants Pilgrim and Lauder returning to defendant the properties conveyed and delivered to them by said defendant in as good condition as when received by them, which said complainants are ready and willing and hereby offer to do so; that an order of reference

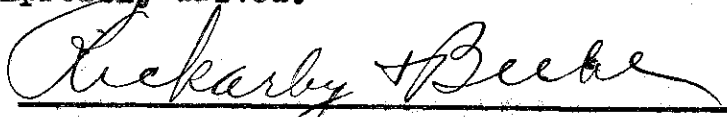
be made to ascertain the value of the improvements put by said Pilgrim and Lauder upon the premises and property which they supposed they had leased and bought from defendant together with such other damage as complainants have or shall sustain by reason of the failure of defendant's title to the timbers covered by the contract aforesaid, and that a decree be rendered in favor of complainants Pilgrim and Lauder for the amount of the improvements, additions and betterments and for the eight hundred dollars paid by them to said defendant as aforesaid against said defendant.

Complainants further pray that defendant be restrained and enjoined from prosecuting in the Circuit Court in Baldwin County Alabama, those two certain suits instituted by her against complainants Pilgrim and Lauder as makers of said notes and against complainant State Bank of Foley as guarantor of the notes sued on, which suits are pending in said court and are set for trial at the November term thereof, until such time as the rights of complainants and their liability on the said notes shall have been determined by the instant proceeding and until the further order of this Honorable Court.

Complainants also pray that they may have such other, further or different relief as to this Honorable Court shall seem meet and proper; and complainants offer to do and perform such things and pay such sums as this Honorable Court shall require of them and they shall ever stand ready to obey such orders and decrees and do and perform such things and pay such monies as this Court shall require and in all things do equity as this court shall order and direct.

  
Solicitors for Complainants.

The defendant is required to answer each paragraph of the foregoing bill of complaint, first to tenth, inclusive, but not under oath, oaths hereby expressly waived.

  
Solicitors for Complainants

State of Alabama, )

Baldwin County. )

Before , Miles M. Morris, a Notary Public in and for  
said County and State, this day personally appeared \_\_\_\_\_

J. A. Pilgrim ., who is known to me and who being by me  
first duly sworn deposes and says that he is one of the complain-  
ants in the foregoing bill of complaint, that he has read the  
said bill of complaint and knows there allegations therein made  
and that the allegations therein made are true.

J. A. Pilgrim

Sworn to and subscribed before me this the 7<sup>th</sup> day of November,  
1933.

Miles M. Morris  
My Commission Expires June 24, 1937  
Notary Public, Baldwin County, Ala.



EXHIBIT "A"

Contract of Sale.

THIS CONTRACT, made and entered into this 5th day of August, 1922, by and between Mrs. Minnie M. Johnson, hereafter referred to as party of the first part, J.R. Pilgrim and R.J. Lauder, doing business as Pilgrim & Lauder, hereafter referred to as parties of the second part, and STATE BANK OF FOLEY, hereafter referred to as party of the third part,-

WITNESSETH, - that the party of the first part, in consideration of the covenants hereinafter referred to and the further consideration of Five Thousand Dollars (\$5,000.00), evidenced by twenty-five promissory notes in the sum of Two Hundred Dollars (\$200.00) each, dated August 5th, 1922, the first of which is due and payable September 5th 1922, and consecutive notes of like amount due and payable on the 5th day of each succeeding month thereafter, together with interest on each of said notes at the rate of 7% per annum (All of said notes signed by said second parties), receipt of said notes by party of first part being hereby acknowledged, - does hereby grant, bargain, sell and convey to the parties of the second part all of the personal property, rights and privileges as follows, -

That certain saw mill equipment known as the Johnson Mill, and consisting of boiler, engine, 2 planers, edger, saw husk, track, shafting, belting, pulleys and all other machinery or equipment now forming part of said saw mill outfit.  
Eleven head of oxen, branded "TJS" on right ribs.  
Three Log Carts.

One Barge

One Ox wagon, and irons for one 8 wheel log wagon

Also all interest of party of the first part in and to that certain timber contract between Baldwin County Colonization Company, and John T. Johnson, bearing date of September 15th 1915, and the extension thereof dated May 17th 1920, a copy of both of these contracts being attached hereto and forming a part of this Contract.

It is hereby expressly guaranteed by party of the first part that there is no lien or claim of any kind against any of the aforesaid property and that she has a full and legal right to sell and convey the same.

The party of the third part, for and in consideration of One Dollar and other valuable considerations, paid to it by said first and second parties, the receipt of which is hereby acknowledged, hereby guarantees to said first party the payment of the notes to the amount of Five Thousand Dollars, hereinabove described, as each of said notes shall mature.

It is understood by and between the parties hereto, that should the parties of the second part fail to pay any one of the above described notes as they fall due, or shall fail to keep any of the conditions of the timber lease herein referred to, then all rights accruing to said second parties by and under this agreement shall be forfeited, and the party of the third part, may, at its option, take over all property covered by this agreement and sell or otherwise dispose of the same in any manner it may deem advisable or to its best interest.

IN WITNESS WHEREOF, the parties hereto have signed this contract in the presence of each other this 5th day of August, A.D. 1922.

Minnie M. Johnson  
J.A. Pilgrim  
R.J. Lauder  
State Bank of Foley  
by W. A. Stoddard,  
Cashier

STATE OF ALABAMA )

COUNTY OF BALDWIN )

I, P. J. Cooney, a Notary Public in and for the said State and County, hereby certify that Minnie M. Johnson, whose name is signed to the foregoing contract, and who is known to me, acknowledged before me on this date, that being informed of the contents of said contract, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 7th day of August, 1922.

(Notarial Seal)

P. J. Cooney,  
Notary Public

State of Alabama, )  
County of Baldwin )

I, P. J. Cooney, a Notary Public in and for the said County and State, hereby certify that J. A. Pilgrem and R. J. Lauder, whose names are signed to the foregoing contract, and who are known to me, acknowledged before me this date, that being informed of the contents of said contract, they signed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 7th day of August, A. D. 1922.

(Notarial Seal)

P. J. Cooney,  
Notary Public

State of Alabama,  
County of Baldwin.)

I, P. J. Cooney, a Notary Public in and for the said County and State, hereby certify that W. A. Stoddard, cashier of the State Bank of Foley, whose name is signed to the foregoing contract, appeared before me this date and acknowledged that being informed of the contents of said contract, and with full authority from the State Bank of Foley, he executed the same voluntarily and as the act of said State Bank of Foley, on the day the same bears date.

Given under my hand and official seal, this 7th day of August, A. D. 1922.

(Notarial Seal)

P. J. Cooney  
Notary Public

The State of Alabama, :  
:  
Baldwin County :

THIS CONTRACT made and entered into by and between the Baldwin County Colonization Company, a corporation, called party of the first part, and John T. Johnson of Mifflin, Alabama, called party of the second part, WITNESSETH:-

That the party of the first part sells and conveys to the party of the second part all of the pine and cypress timber on the following described land in Township 8 South Range 5 East in Baldwin County, Alabama, to-wit:-

West half of section nineteen (19); West half of Section thirty (30); West half of section thirty-one (31) and the East Fractional half of sections thirty (30), Thirty-one (31) and twenty-nine (29), for a consideration of One thousand four hundred and thirty-five Dollars, payments for said timber to be made as follows:-

Two hundred and thirty-five (\$235.00) Dollars, cash, upon the execution and delivery of this instrument to the party of the second part; Two hundred (\$200.00) Dollars to be paid on or before one year after date of this instrument, and Five hundred (\$500.00) Dollars to be paid on or before two years after date of this instrument and Five hundred (\$500.00) Dollars payable on or before three years after date of this instrument to the said party of the first part by the party of the second part, - said deferred payments being evidenced by promissory notes of even date with this instrument, all of said deferred payments to bear interest at the rate of six per cent per annum from date, said deferred payments to be secured by mortgage to be executed by party of the second part to party of the first part on a complete saw mill and an A.S. Wood 4 x 9 planer and a single surface planer 8 x 24, one edger made by DeLoach Mill Co., one log carriage, one boiler about 75 horse power, one engine, one blacksmith shop and blacksmith tools therein, all located on the S.E.  $\frac{1}{4}$  of S.W.  $\frac{1}{4}$  of section one, Tp. 8 S.R. 4 E., in Baldwin County, Alabama, and being on leased lands leased by Byard Roberts to said John T. Johnson, together with the leasehold interest of said John T. Johnson on the said mill site.

And the said party of the second part agrees to buy said timber from the party of the first part and to pay therefor the

sums hereinabove stipulated when the said several sums become due with the interest thereon.

It is agreed and understood by the parties hereto that the party of the second part shall cut all the timber on the  $W\frac{1}{2}$  of section 19, and remove the timber therefrom before cutting and removing the timber from the other lands herein described, then after removing all the timber from the  $W\frac{1}{2}$  of section 19, to remove all timber from the  $W\frac{1}{2}$  of section 30, before cutting and removing any timber on the other land herein described. After cutting all the timber on the  $W\frac{1}{2}$  of section 30, then the party of the second part agrees to cut and remove all the timber from the  $W\frac{1}{2}$  of section 31; that as soon as the timber shall have been cut and removed from any portion of the lands then the lands so cut over shall be released from the operation of this contract and after the party of the second part shall have cut and removed the timber from the lands herein first above described then he shall continue cutting and removing the timber from the East Fractional half of sections 29, 30 and 31, and as soon as the timber shall have been removed from all of said lands, then all of the said lands shall be released from the operation of this contract; that this contract shall be null and void after five years from the date of same and all rights and privileges hereby granted to the party of the second part shall revert to the party of the first part.

It is understood and agreed by the parties to this instrument that should the party of the second part fail to pay any one of the deferred payments when the same becomes due, or the interest thereon, or should fail to comply with the terms of the lease of the property upon which the said mill and fixtures are located, then the whole amount shall become due and payable and the said party of the first part may declare this contract forfeited and foreclose and sell the property described in the mortgage hereinbefore mentioned, and should the property described in the mortgage not sell for a sufficient sum to satisfy the deferred payments and the interest thereon, then the party of the first part, its successors and assigns, may sue the party of the second part for any balance that may be due it by the party of the second part. The party of the second part is hereby

granted full right of ingress and egress over and across said lands for the purpose of removing said timber during the life of this contract and no longer.

In witness whereof, the Baldwin County Colonization Company, a corporation, has caused these presents to be executed by Theobald Mueller, its President, and attested by Henry C. Bartling its Secretary, and its corporate seal to be hereto affixed, and John T. Johnson has affixed his signature hereto, all on the 15th (30th day of September, 1915. This contract executed in duplicate. John T. Johnson

BALDWIN COUNTY COLONIZATION COMPANY, (SEAL)

By Theobald Mueller President

SEAL

John T. Johnson

(Seal)

Attest:  
Henry C. Bartling,  
Secretary

The State of Illinois:

County of Cook

.. Knut Sundstin, a Notary Public in and for said County in said State, hereby certify that Theobald Mueller, whose name as President of the Baldwin County Colonization Company, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 20th day of September 1915.

SEAL

Knut Sundstin,  
Notary Public.

The State of Alabama :

Baldwin County

I, L. Lindoerfer, a Notary Public in and for said County in said State, hereby certify that John T. Johnson whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 30th day of September, 1915.

SEAL

L. Lindoerfer  
Notary Public, Baldwin County, Ala.

Elnerta, Ala., May 17, 1920

It is hereby agreed between John T. Johnson and Baldwin County Colonization Company, that in consideration of a certain turpentine Contract Made with the Bay Turpentine Company, by which said Turpentine Company agrees to cup all available turpentine Timber on Mulberry Point on the following described land in Township 8 South of Range 51 East in Baldwin County, Alabama, to wit: All of fractional Section nineteen (19), all of fractional Section twenty nine (29), all of Section thirty (30), all of fractional section thirty-one (31), said land lying West and North of Wolfe Bay and Portage Creek, and work the same for three (3) years from December 31st, 1920, and pay for said privilege the sum of twenty (20) cents per cup. Said timber being estimated to yield 10,000 cups more or less, and which compensation is to be divided equally between the said John T. Johnson and Baldwin County Colonization Company. Said Baldwin County Colonization Co hereby extends the timber contract held by said John T. Johnson on said lands and which contract is to expire on the 15th day of Sept A.D. 1920, for further period of four years from the expiration thereof. All payments made by the Turpentine Company for cupping on said lands to be made to the Baldwin County Colonization Co. This extension is made subject to all the terms and conditions of the original timber contract dated Sept. 15, 1915 which is hereby referred to and made a part hereof, except those terms relative to the expiration of said contract and the consideration therefore.

Given under our Hands and seals this 17th day of May, 1920.

John T. Johnson (Seal)

Baldwin Co. Col Co. (Seal)  
Henry C. Bartling Secy

Copy received on us Nov 14-1923  
Branham

TO THE HONORABLE JOHN D. LEIGH, JUDGE OF THE TWENTY FIRST JUDICIAL  
CIRCUIT OF THE STATE OF ALABAMA, SITTING AT BAY MINETTE, BALDWIN  
COUNTY, ALABAMA:

Humbly complaining showeth unto Your Honor your Oratrix  
Charlotte H. Swift as follows:

I.

That she is over the age of twenty one years and a resi-  
dent of Mobile County, Alabama, that the respondent, William  
Feerster, is over the age of twenty one years and a resident of  
Baldwin County, Alabama.

II.

That oratrix is the widow of one I. B. Swift, whose full  
name was Isaac B. Swift, and who is now deceased; that said I. B.  
Swift during his lifetime mortgaged his interest in the land here-  
inafter described to some one whom oratrix is informed and believes  
and on such information and belief charges the fact to be was one  
P. J. Cooney; that upon information and belief oratrix charges that  
said mortgage was transferred to the State Bank of Foley, and that  
said mortgage was foreclosed according to oratrix' information and  
belief by said State Bank of Foley on or after the 7th day of Feb-  
ruary, 1924, and a deed was made by said State Bank of Foley ac-  
cordingly to itself, that on or about March 10, 1924, the said state  
Bank of Foley made a quitclaim deed or conveyance to one William  
Feerster, the respondent in this cause.

III.

~~That the interest of said Swift~~  
That the land in which the interest of said Swift was  
mortgaged is situated in Baldwin County, Alabama, and more particu-  
larly described as follows, to wit:

Start at the center post on Township line running through  
Powell Grant, thence run South 31'30" East 39.10 chains to a post;  
thence South 58'30" West 9 chains to the roadway on the West Boun-  
dary line of said Powell Grant; thence North 31'30" West to the  
Township line; thence along Township line to place of beginning,  
containing 35 acres, more or less, excepting therefrom four acres,  
belonging to Frank Baker, leaving 31 acres more or less in said  
tract, all in Township 8 South, Range 3 East.

IV.

That a written demand, a copy of which is hereto attached

was made upon said Foerster as the present claimant or vendee of the purchaser on February 5th, 1926, for a statement in writing of the debt and all lawful charges claimed by him, and said Foerster then and there failed to comply with said demand and declined to do so until he might see his lawyer and since then has not informed oratrix and oratrix does not know the lawful amount due to redeem from the said mortgage sale and was unable to make a tender to respondent, <sup>is need, willing, & able and</sup> but hereby offers to pay whatever amount may be found to be lawfully due in order to redeem said property from said foreclosure sale; that no written demand was ever made upon oratrix for the possession of said property or any part thereof.

WHEREFORE, the premises considered oratrix prays <sup>(1)</sup> that this Honorable Court will take jurisdiction of this cause, <sup>(2)</sup> that the State's writ of subpoena may be issued and directed to be served upon the said William Foerster, and that he may be made a party respondent to this cause in such manner as may be required by law; <sup>(3)</sup> That at the hearing of this cause oratrix may be decreed to have the right to redeem the interest of said I. B. Swift covered by said mortgage from the said foreclosure sale, and upon the payment of such amount as may be found to be lawfully due <sup>for</sup> such redemption, and that such amount may be <sup>ascertained</sup> ~~ascertained~~ and determined so that oratrix may know what amount is required to be paid, and that the respondent be decreed to make a proper conveyance to her upon the payment of said amount so lawfully ascertained to be due; and for such further or other relief as the circumstances of the case may require or to Your Honor may seem meet.

And Oratrix will ever pray, etc

*Rich. Hamilton*  
Solicitors for Complainant.  
(of Mobile, Ala)

Foot Note:

Respondent is required to answer all of the allegations of the foregoing complaint from I to IV, both inclusive, but not under oath, oath as to such answer being hereby expressly waived.

*Rich. Hamilton*  
Solicitors for Complainant.

To be filed in this court  
 in the name of the  
 complainant

Complaint in Equity



1st

Charlotte H Swift  
vs  
William Foulston

Original Bill

Filed Feb 6/1926  
T Williams  
Register

Refiled by leave  
of Court as  
Amended by order  
made Sept 13th  
1926

T Williams  
Register

RECORDED

53  
1926

Handwritten notes

Handwritten initials

Vertical text on the right margin, possibly a date or reference number.