

614

MILTON LOGAN, Complainant,

vs

E. S. FREE, E. L. COURTNEY,  
A. G. MCKEAN, A. J. GRAHAM

CIRCUIT COURT,  
BLADWIN COUNTY, ALABAMA,  
IN EQUITY.

Come A. G. McKean, E. L. Courtney and A. J. Graham and by leave of court first had and obtained further demur to Complainant's Complaint and as grounds of demurrer say:

SECOND: Said bill of complaint does not state specifically what title or interest in or to said lands Complainant claims to have.

THIRD: Said bill of complaint does not state specifically from whom and how such interest or title so claimed in or to said lands was obtained.

FOURTH: Said bill of complaint does not state in whose name the title to said lands, or the interest therein claimed by Complainant stands upon the records of the Probate Court of the county wherein the lands are situated.

FIFTH: Said bill of complaint does neither state who, if anyone has at any time within ten years next preceding the filing of said bill of complaint paid any taxes upon said lands, nor any interest therein, nor that the same is not known to him and that he has exercised diligence to ascertain the facts with regard thereto.

SIXTH: Said bill of complaint does neither state who is known to Complainant to have had any possession of any part of said land nor that the same is not known to him and that he has exercised diligence to ascertain facts with regard thereto.

Without waiving the demurrers to said bill of complaint said Defendants answering said bill of complaint show to this honorable court that:

FIRST: Said Defendants admit the allegations in said bill of Complaint as to their ages and places of residence.

SECOND: Defendants deny that the Complainant is in possession of the lands described in said bill of complaint and say that the fact is that one Howard H. Caster is in possession thereof.

THIRD: Defendants further show that they and the said Howard H. Custer are the owners of said lands and that their title to said land is derived mesne conveyance from the United States Government as follows:

United States Government patented said lands to Laurent Millaudon, January 10, 1839 by instrument recorded in the office of the Judge of Probate of Baldwin County, Alabama, in 5WS page 257;

That Laurent Millaudon and wife sold said property to Richard Richardson by instrument dated November 22, 1839, recorded Book "D" page 531-4;

That Richard Richardson re-conveyed said property to said Laurent Millaudon, March 9, 1843 by instrument recorded Book "E" page 59-63;

That the said Laurent Millaudon died seized and possessed of said property and the same was sold by order of the Probate Court of Baldwin County, Alabama, in the Administration of the estate of the said Laurent Millaudon to Henry C. Millaudon, the deed to the said Henry C. Millaudon being recorded Book "J" page 48-50 and being dated September 5, 1872.

The said Henry C. Millaudon also obtained a deed from one J. H. Cardame an heir of the said Laurent Millaudon recorded Book "K" page 246, dated June 19, 1875.

The said Henry C. Millaudon and wife conveyed the said land to Edmund Burthe by instrument recorded Book "J" page 626, dated December 11, 1872.

One B. L. Millaudon, an heir of the said Laurent Millaudon conveyed his interest in the said property to Frederick Hall by instrument recorded Book "I" page 470, dated March 31, 1869.

The said Frederick Hall conveyed whatever interest he had in said property to one Arnold Pitst recorded Book "I" page 471, dated September 17, 1870, who re-conveyed the said land to the said Frederick Hall by instrument recorded Book "M" page 280, dated May 18, 1876;

The said Frederick Hall conveyed whatever interest he then had to Henry Chippella by instrument recorded Book "M" page 247-8, dated July 7, 1876;

That the aforesaid Edmund Burthe died seized and possessed of said property, that his heirs sold the same to Osceola Wilson by instrument recorded Book "M" page 534, dated October 31, 1881;



That the said Henry Chiappella also conveyed whatever interest he had in said property to the said Osceola Wilson by instrument recorded Book "M" page 282-3, dated December 19, 1885;

That the said Osceola Wilson conveyed the said property to one John Bowen who died owning the said property and whose executor under his will conveyed the said property to Aaron Hoog;

The said deed of Osceola Wilson to John Bowen being recorded Book "M" page 549, dated December 10, 1881;

The said deed to Aaron Hoog being recorded 5NS page 261, dated June 17, 1902; that the said heirs of Edmund Furthe executed a deed conveying the said property to one George Hoyle by instrument recorded 5NS page 260, dated June 5, 1902;

That the said George Hoyle conveyed the said property to Aaron Hoog by instrument recorded 5NS page 261, dated June 17, 1902;

That the said Aaron Hoog conveyed the said property to Warren W. Worchester by instrument recorded 10NS page 254, dated April 12, 1906;

That the said Warren W. Worchester conveyed the said property to George H. Hoyle by instrument recorded 15 NS page 443, dated November 29, 1909;

That the said George H. Hoyle conveyed the said property to your complainants E. L. Courtney, A. G. McKean, and A. J. Graham by instrument recorded 17NS page 430, dated March 20, 1911;

That the said defendants by instrument recorded 22NS page 123, dated February 24, 1914, conveyed the said land to A. H. McComb and Howard H. Custer, a copartnership doing business under the name of Chicago Fairhope Development Company;

That the said A. H. McComb and Howard H. Custer to secure a part of the purchase money reconveyed the said property to this complainant A. G. McKean, as trustee for A. G. McKean, E. L. Courtney and A. J. Graham, a copy of which said instrument is hereto attached, marked Exhibit "A" and made a part of this answer;

That the said A. H. McComb subsequently by deed recorded 26NS page 63,

dated January 8, 1916 conveyed his interest in said land to the said Howard H. Custer, who, so far as they were able to ascertain has never conveyed said property;

That the aforesaid trust deed executed by the said A. H. McComb and Howard H. Custer to the said A. G. McKean, as trustee, aforesaid was executed to secure a balance of the purchase money in the sum of \$2333.32, the same being evidence by their note, a copy of which is hereto attached, marked Exhibit "B" and made a part of this answer, that as will appear by indorsements on the aforesaid notes, payments have been made from time to time;

That on October 28, 1916, the time of the last payment there remained still due on said note the sum of \$813.20 secured by the aforesaid deed of trust; that there has been no payments on the same since the said date;

That the said amount with interest thereon is still due and unpaid and secured by the aforesaid deed of trust and is a lien on the lands described in Complainant's bill of complaint.

Defendants deny that the Complainant has any title to the said lands described in his bill of complaint superior to their title and allege that if <sup>he</sup> ~~they~~ have any title or interest in said lands or part thereof it is subject to their interest as aforesaid. And they deny every allegation of said bill of complaint not herein specifically admitted and they demand strict proof thereof.

Defendants say that they do not know of any title or interest or claim to said lands held or owned by defendant E. S. Free, that they have caused diligent search to be made of the records of Baldwin County, and that such search fails to reveal any interest or claims or title in him, but they allege that whatever interest he may have is subordinate to their interest aforesaid.

Defendants further show unto your honor that the said Complainant was not in the actual, peaceable possession of the lands described in the bill of Complaint at the time of the commencement of this suit; that he had not held color of title to said lands and paid taxes on said lands for a period of ten or more consecutive years next preceding the commencement of this suit; that he, together with those through whom he claims have not held color of title, and paid taxes on said lands during the whole of ten consecutive years next preceding the filing of this suit; that he and those through whom he claims have not paid taxes during the whole of such period of ten years on such lands.

And now having fully answered defendants pray they may go hence with  
their reasonable costs.

Beche & Hall  
Attorneys for A.G.M.C.  
Gen. E. L. Courtney and  
J. A. Graham

\$2333.32

Chicago, Ill. March 14th, 1914.

Two years after date, for value received, we, A. H. McComb and Howard H. Custer, promise to pay to the order of A.G. McKean, Trustee, the sum of twenty three hundred and thirty three 32/100 Dollars, at the First National Bank, Mobile, Alabama, with interest thereon, at the rate of six (6) per cent per annum payable annually.

This note is secured by a Trust Deed to A. G. McKean, Trustee, of even date herewith, on real estate in Baldwin County, Alabama, and is to bear interest at the rate of seven (7) per cent per annum after maturity.

Alfred H. McComb  
Howard H. Custer.

On the back of the note appears the following: "The makers of this note reserve the right at any time to make partial or full payment hereon."

SE $\frac{1}{2}$  of the NE $\frac{1}{2}$  of the NE $\frac{1}{2}$  of Sec. 3, containing 10 acres, more or less.

SE $\frac{1}{2}$  of the SE $\frac{1}{2}$  of Sec. 3, containing 40 acres, more or less.

Release on 50 acres

March 14th, 1914. Cr. by \$583.34.

-----  
Release on 30 acres

NE $\frac{1}{2}$  of NE $\frac{1}{2}$  of NE $\frac{1}{2}$  of Sec. 3 T. 6

West half of NE $\frac{1}{2}$  of NE $\frac{1}{2}$  Sec. 3 T. 6

Mar. 14th, 1915. by \$350.00

-----  
Feb. 17th, 1916. Release on 40 acres.

The NE $\frac{1}{2}$  of the NW $\frac{1}{2}$  of the NE $\frac{1}{2}$  of Sec. 3 T. 6

The S $\frac{1}{2}$  of the NW $\frac{1}{2}$  of the of NE $\frac{1}{2}$  of Sec. 3, Ts. 6  
\$553.54.

-----  
October 28th, 1916. Release on 20 acres East  $\frac{1}{2}$  of Northeast  $\frac{1}{2}$  of the NE $\frac{1}{2}$  Sec. 3  
\$257.29.

*Exhibit A*

THE STATE OF ILLINOIS )  
COOK COUNTY )

KNOW ALL MEN BY THESE PRESENTS, That we, A. H. McComb and Howard H. Custer in consideration of the sum of Twenty three hundred and thirty-three and 32/100 Dollars, to us in hand paid by A. G. McKean, Trustee for A. G. McKean, E. L. Courtney, and A. J. Graham the receipt whereof is hereby acknowledge, do grant, bargain, sell and convey unto A. G. McKean, Trustee, his successors, heirs and assigns forever, all the following described land situated in Baldwin County, State of Alabama, to-wit:

The North half of the Northeast quarter (N $\frac{1}{2}$  of NE $\frac{1}{4}$ )  
Southeast quarter of the Northeast quarter (SE $\frac{1}{4}$  of NE $\frac{1}{4}$ )  
and East half of Southeast quarter (E $\frac{1}{2}$  of SE $\frac{1}{4}$ )  
Section three, in Township six South of Range two East,  
containing two hundred (200) acres more or less.

Said first parties shall be entitled to and receive release from the lien hereof as to any Ten (10) acre tract or tracts when and as said first parties shall designate and request to the extent that the sum total paid on the principal of said note shall cover the release value of said tract or tracts computed at the rate of One Hundred Sixteen & 67/100 (\$116.67) Dollars for each such tract or tracts, provided, however, that there shall be at the time of such selection and request no default in the payment of either the principal or interest of said note nor in the keeping or performing of any of the covenants or agreements herein covenanted and agreed to be kept and performed by first parties.

TO HAVE AND TO HOLD, the above granted and described premises with the appurtenances unto the said A. G. McKean, Trustee and to his successors, heirs and assigns, and to their sole and only proper use, benefit and behoof forever. Provided always, and these Presents are upon the express condition, that if the said A. H. McComb and Howard H. Custer shall well and truly pay to the said A. G. McKean, Trustee the sum of Twenty three hundred and thirty three 32/100 Dollars, according to the tenor and effect of one certain promissory note of even date herewith for the sum of twenty three hundred and thirty three 32/100 Dollars and payable to the order of A. G. McKean, Trustee at the First National



Bank of Mobile, Alabama two years after date with interest at the rate of six (6) percent per annum, payable annually. The n these presents shall cease, determine and to be void, otherwise to remain in full force.

AND the said A. H. McComb and Howard H. Custer do hereby vest the said A. G. McKean, Trustee or his successors, assigns, with full power and authority upon the happening of a default in the payment of the note above described, to sell their interest in said above described land at public sale for cash, giving thirty days notice in a newspaper published in Baldwin County and the proceeds to apply, first, to the payment of the amount due on said note with interest on same; second, to the payment of the costs of sale, including a reasonable attorney's fee, and if there shall be a surplus, then the balance to be paid over to A. H. McComb, and Howard H. Custer and we do authorize the said A. G. McKean, Trustee to conduct the sale, and to make Deed to the purchaser, and the title is made we hereby agree to defend against all persons it is agreed that the mortgagee herein may bid at said sale as if he were a stranger to this instrument.

Given under our hands and seals this 14th day of March in the year of our Lord one thousand nine hundred and fourteen.

Alfred H. McComb (SEAL)  
Howard H. Custer (SEAL)

THE STATE OF ILLINOIS )  
COOK COUNTY )

I, Gilbert E. Beebe, a Notary Public in and for said County, in said State, hereby certify that A. H. McComb and Howard H. Custer whose name 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 seal this 14th day of March A. D. 1914.

Gilbert E. Beebe.  
Notary Public.

(SEAL)



E. Herbert D.

\$2333.32

Chicago, Ill. March 14th, 1914.

Two years after date, for value received, we, A. H. McComb and Howard H. Custer, promise to pay to the order of A. G. McKean, Trustee, the sum of twenty three hundred and thirtythree  $\frac{32}{100}$  Dollars, at the First National Bank, Mobile, Alabama, with interest thereon, at the rate of six (6) per cent per annum payable annually.

This note is secured by a Trust Deed to A. G. McKean, Trustee, of even date herewith, on real estate in Baldwin County, Alabama, and is to bear interest at the rate of seven (7) per cent per annum after maturity.

Alfred H. McComb  
Howard H. Custer

On the back of the note appears the following: "The makers of this note reserve the right at any time to make partial or full payment hereon."

$SE\frac{1}{2}$  of the  $NE\frac{1}{4}$  of the  $NE\frac{1}{2}$  of Sec. 3, containing 10 acres, more or less.

$SE\frac{1}{2}$  of the  $SE\frac{1}{2}$  of Sec. 3, containing 40 acres, more or less.

Release on 50 acres

March 14th, 1914 Cr. by \$583.34

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Release on 30 acres

$NE\frac{1}{2}$  of  $NE\frac{1}{2}$  of  $NE\frac{1}{2}$  of Sec. 3. T. 6

West Half of  $NE\frac{1}{2}$  of  $NE\frac{1}{2}$  Sec. 3 T. 6

Mar. 14th, 1915. by \$350.00

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The  $S\frac{1}{2}$  of the  $NW\frac{1}{2}$  of the of  $NE\frac{1}{2}$  of Sec. 3, Ts. 6  
\$553.54

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October 28th, 1916. Release on 20 acres East  $\frac{1}{2}$  of Northeast  $\frac{1}{2}$  of the  $NE\frac{1}{2}$  Sec.  
3 \$257.29.

Milton Logan,  
Complainant,

-vs-

E. S. Free,  
J. A. Graham,  
E. L. Courtney,  
A. G. McKean,  
Defendants.

(  
)  
(  
)  
(  
)  
(

CIRCUIT COURT,  
BALDWIN COUNTY, ALABAMA.  
IN EQUITY.

Comes the defendants, J. A. Graham, E. L. Courtney and A. G.  
McKean and demur to complainant's bill of complaint and as grounds of  
demur say there is no equity in the bill.

Rick W. Beebe & Hall  
Attorneys for Defendants.

401 No 614

Milton Logan

OS

A. G. McKee  
et al

Filed Sept 10/1926

T. W. McIlwain  
Register

RECORDED

Milton Logan

E. L. Courtney

CIRCUIT COURT OF

Baldwin COUNTY.

IN EQUITY.

I, T. W. Peterson

Register of said Court, do hereby certify that I

did, on the 18th day of August 1926, send to

E. L. Courtney

Defendant.

whose address was

Youngstown, Ohio.

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 23 day of Aug 1926

Witness my hand, this 23 day of Aug 1926

T. W. Peterson

Register.



No. ....

CIRCUIT COURT OF  
BALDWIN COUNTY.  
IN EQUITY.

*Milton Logan*

vs.

*E. L. Courtney*

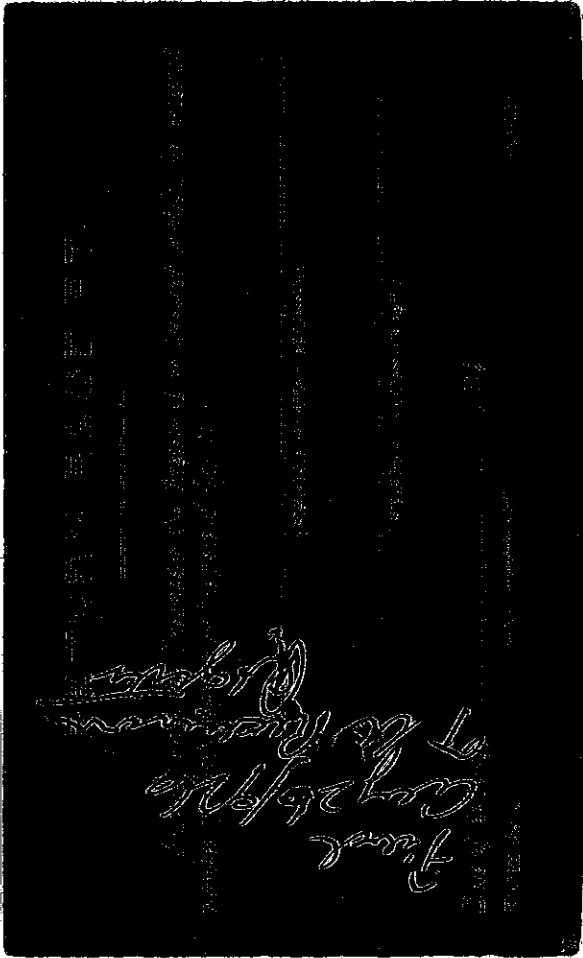
CERTIFICATE OF REGISTER AS TO NOTICE  
BY REGISTERED MAIL.

Filed in office on this *21st*

day of *Aug* 192*6*

*T. W. Richmond*

Register.



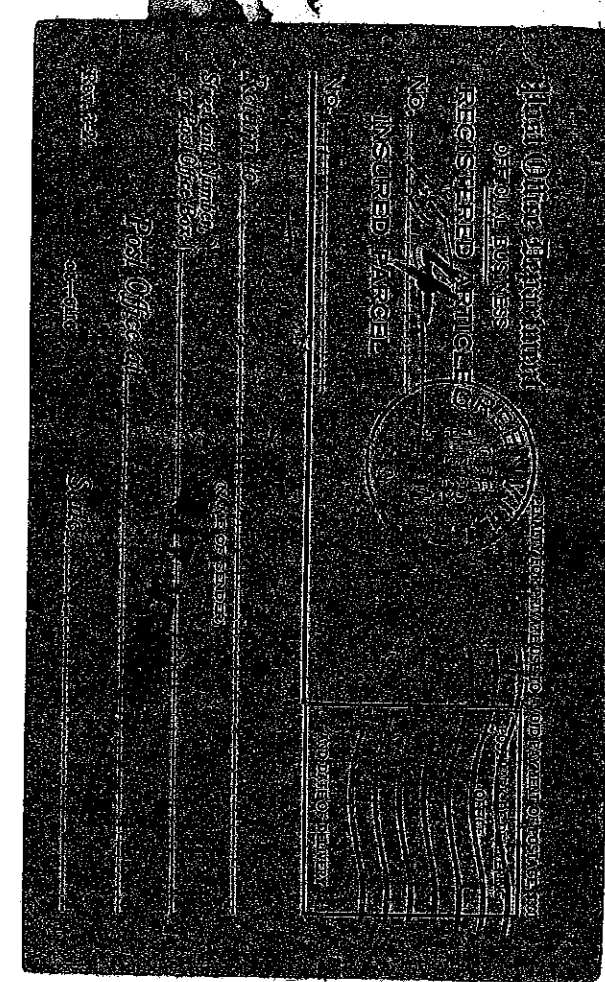
*Handwritten notes and signatures on the right side of the page, including 'Milton Logan' and 'E. L. Courtney' written vertically.*

No. 614

Milton Logan  
vs  
E. J. Free et al

---

Given under my hand and seal  
this 1st day of July 1871  
at New York  
Richard W. Hunt  
Register



STATE OF ALABAMA  
COUNTY OF BALDWIN

IN CIRCUIT COURT

MILTON LOGAN, Complainant,

vs.

NOTICE OF APPEARANCE

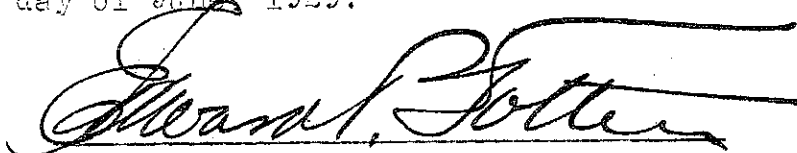
E. S. FREE, et al., Respondents.

To the Hon. T. W. Richerson,  
Register of the said Circuit Court.

Sir:

In the matter of the cause above entitled, you will please enter my name in the Book of Appearances as counsel or solicitor for the Respondent E. S. FREE, but not for the other Respondents named in such cause.

Dated this 28th day of June, 1929.



(Fairhope, Ala.)

To the Hon., The Register of said Circuit Court:

You will please note that Bill of Complaint in the cause above entitled was served upon the Respondent E. S. FREE in the month of September, 1926, and that Answer of Respondent thereto was filed in this Court on or about the 15th day of October, 1926, and that the said Respondent desires that the same may be brought on for hearing at the regular term of said Circuit Court, In Equity, to be held in this county in the month of August, 1929.

Dated June, 28th, 1929.



as Counsel for Respondent E. S. Free

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

E.L. Courtney, Youngstown, Ohio,

( c/o R.&.Steel Company)

of Ohio ~~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 Sum-  
mons, and there to answer, plead or demur, without oath, to a Bill of Complaint lately exhibited by

Milton Logan

against said E.L. Courtney,

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 16th day of  
August, 1926.

*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

Milton Logan.

vs.

E.L. Courtney.

Defendant.

Sheriff.

By .....  
Deputy Sheriff.

Mc Millan & Grove.

Solicitor for Complainant

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.

*Copy of Summons & Copy  
of Complaint sent by  
Reg Mail to E.L. Courtney  
Youngstown Ohio.  
J.W. Williamson  
Register.*

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

NOTICE.


IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA. IN EQUITY.

MILTON LOGAN, COMPLAINANT, AGAINST THE LAND HEREIN DESCRIBED,  
AND AGAINST E.S.FREE, J.A.GRAHAM, E.L.COURTNEY AND A.G.McKEAN.

Notice is given that Milton Logan did, on the 16th. day of August, 1926, file a bill of complaint in the Circuit Court of Baldwin County, Alabama, in Equity, claiming to be in actual, peaceable possession of, claiming to own, that certain land in Baldwin County, Alabama, described as Southeast quarter of ~~Southeast~~ <sup>Northeast</sup> quarter and Northeast quarter of Southeast quarter of Section Three, Township Six South, Range Two East.

Complainant alleges in his bill that he is in peaceable possession of, claiming to own said land, that no suit is pending to enforce or test the validity of the title, and that the title is denied or disputed or alleged to be denied or disputed by one or more of the defendants or other persons, or that one or more of the defendants or other persons claim or are reputed to own said land or a part thereof, or lien or incumbrance thereon, that complainant does not know the names or residences of the reputed claimants other than hereinabove set forth and cannot ascertain same after making diligent inquiry, and files the bill of complaint for the purpose of establishing his title to or interest in the land and clearing up all doubts and disputes concerning same, and calls upon the defendants and each of them to set forth and specify all such title, claim, lien or incumbrance on the land or any part thereof, and how and by what instrument the same is derived.

Witness my hand, this 16<sup>th</sup> day of August, 1926.

  
Clerk of the Circuit Court of Baldwin  
County, Alabama.

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

E.S.Free, 223 N.13th Street ,Elmwood ,

Indiana,

of ~~Indiana~~, ~~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 Sum-  
mons, and there to answer, plead or demur, without oath, to a Bill of Complaint lately exhibited by

Milton Logan,

against said E.S.Free, et al.

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 16th, day of  
August, 1926.

Register.

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

SERVE ON.....  
**Circuit Court of Baldwin County  
In Equity.**

No. ....

**SUMMONS**

Milton Logan

vs.

E.S. Free et al.

Mc Millan & Grove.

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.

*Aug 18, 1926*  
*Copy of Summons &*  
*Copy of Complaint*  
*sent by Reg Mail to deft*  
*at 223 ~~14~~ 13th St*  
*Elmwood Indiana.*

*T. W. Richardson*  
*Register*



The State of Alabama, }  
Baldwin County.

CIRCUIT COURT OF BALDWIN COUNTY,  
IN EQUITY.

To any Sheriff of the State of Alabama—GREETING :

WE COMMAND YOU, That you summon.....

.....J. A. Graham, 1623. Midlothian., Avenue,.....

.....Youngstown, Ohio;.....

of Ohio, ~~to~~ to be and appear before the Judge of the Circuit Court  
of Baldwin County, exercising Chancery jurisdiction, within thirty days after the service of Sum-  
mons, and there to answer, plead or demur, without oath, to a Bill of Complaint lately exhibited by

~~J. A. Graham~~, Milton Logan,.....

against said.....

.....J. A. Graham,.....

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 16th, day of

August 1926

*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

Milton Logan,

vs.

J.A. Graham,  
1623 Midlothian Ave  
Youngstown, Ohio.

Brooks & Mc Millan.  
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.

*Copy of Summons  
Copy of Complaint  
sent by Reg mail to  
J.A. Graham  
1623 Midlothian Ave  
Youngstown Ohio.*

STATE OF ALABAMA  
COUNTY OF BALDWIN

IN CIRCUIT COURT  
IN EQUITY

Milton Logan, Complainant

vs.

ANSWER OF RESPONDENT

E. S. Free, et al., Respondents

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

The Respondent, E. S. Free, answering the complaint of the Complainant herein, for himself, respectfully shows to this Honorable Court as follows:

That this Respondent is over the age of twenty-one years and resides at Greenville in the State of Pennsylvania, where he was served with the process of this Court in the suit above entitled; that Respondent denies the allegation of the complaint that the complainant is in possession of the land described therein, to wit: The Southeast quarter of the Northeast quarter, and the Northeast quarter of the Southeast quarter of Section Three, Township Six South, Range Two East, situated in said Baldwin County, Alabama, and alleges the fact to be that this Respondent is in possession of the said described tract under, and by virtue of a certain contract in writing entered into between the Complainant, Milton Logan, and this Respondent, E. S. Free, on or about the thirtieth day of October, Nineteen Twenty-one, wherein and whereby the said Complainant, Milton Logan, sold unto this Respondent the said described tract for the agreed price and sum of Fifteen Hundred Dollars (\$1,500.00), Six Hundred Dollars (\$600.00) of which was paid in cash by Respondent to Complainant in accordance with terms of said contract and the receipt whereof acknowledged by the Complainant therein; and wherein and whereby the said Complainant, Milton Logan, undertook and agreed to deliver unto this Respondent, E. S. Free, upon the payment by said Respondent to Complainant of the further sum of Nine Hundred Dollars (\$900.00) on the thirtieth day of October, Nineteen Twenty-two, a good and sufficient deed of warranty unto the said described

lands and premises, free of all encumbrances whatsoever, together with an abstract of title to said land showing a clear and perfect title to the said described tract in the said Milton Logan.

The Respondent further respectfully shows to the Court that on the thirtieth day of October, Nineteen Twenty-two, the date named and specified in said contract for the delivery by Complainant to Respondent of said deed and abstract and the payment by Respondent to Complainant of the said sum of Nine Hundred Dollars (\$900.00), the said Complainant, Milton Logan, was wholly unable to give and deliver unto this Respondent a good and sufficient deed of warranty with abstract showing clear title in him, the said Milton Logan, to the said described premises, and thereafter, to wit, on the twenty-seventh day of November, Nineteen Twenty-two, further negotiations were conducted between the Complainant and this Respondent wherein and whereby the Complainant proposed and offered to this Respondent by article in writing the acceptance by Complainant of the sum of Six Hundred Dollars (\$600.00) in cash on or before the tenth day of October, Nineteen Twenty-three, in full and complete payment of the balance of Nine Hundred Dollars (\$900.00) due under the terms of said written contract, in consideration of which payment to be so made as proposed by Complainant, the said Complainant agreed and undertook to deliver to this Respondent a good and sufficient deed of warranty to the said above described premises, free of all encumbrances whatsoever, together with an abstract showing clear title in him, the said Milton Logan, to the said land and premises; that this Respondent by article in writing accepted the proposal and offer of the said Complainant and on the tenth day of October, Nineteen Twenty-three, was ready to pay unto said Complainant the said sum of Six Hundred Dollars (\$600.00) in full settlement of the contract as aforesaid, and that ever since the said tenth day of October, Nineteen Twenty-three, the Respondent has been and now is ready, able, and willing to pay unto the said Complainant, Milton Logan, the said sum of Six Hundred Dollars (\$600.00) as agreed upon between Complainant and Respondent in full settlement of said con-



tract, but that the said Complainant, disregarding his undertaking, agreement, and obligations under the said contract and subsequent agreement as set forth above, has wholly failed, refused, and neglected to deliver unto this Respondent the good and sufficient deed of warranty called for and specified in said contract and subsequent agreement to the said described lands and premises, free of all encumbrances whatsoever, together with the abstract showing clear title to said lands in the said Complainant, Milton Logan; that under and by virtue of the said contract and subsequent agreement in writing made and entered into between the Complainant and the Respondent at the times hereinbefore mentioned, this Respondent, E. S. Free, claims and holds an interest in the above described lands and premises adverse to the claim of the Complainant, Milton Logan, and Respondent sets forth the said contract and subsequent agreement and his right, title, interest, and equity in the above described premises thereunder as a bar to the recovery by the Complainant of the relief prayed for in said complaint.

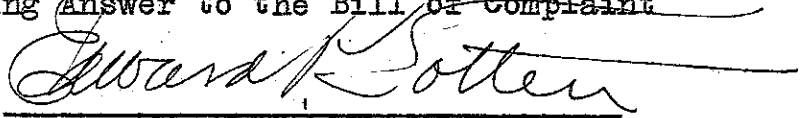
WHEREFORE, upon consideration of the premises and the allegations of this answer, and upon the hearing of said cause, this Respondent, E. S. Free, prays that Your Honor do not grant unto Complainant the relief prayed for in said complaint, but prays that Your Honor will order, adjudge, and decree that this Respondent has a right, title, interest, and equity in and to the above described lands and premises, and further prays that Your Honor will order, adjudge, and decree that the Complainant transfer by a good and sufficient deed of warranty the lands and premises above described, free from all encumbrances, upon the payment by the Respondent to the Complainant or unto this Honorable Court the sum of Six Hundred Dollars (\$600.00), which said amount this Respondent is and at all times since October tenth, Nineteen Twenty-three, has been ready, willing, and able to pay to Complainant under said contract and agreement, or in the alternate that the Complainant be adjudged, decreed, and ordered to repay, refund, and return unto this Respondent the sum of Six Hundred Dollars (\$600.00), together with legal interest from and since the

thirtieth day of October, Nineteen Twenty-one, upon Respondent's releasing and quitclaiming all of his right, title, interest, and equity unto the Complainant in and to the land above described. The Respondent further offers to do and perform whatever equity and good conscience may require of him in the premises, and prays of this Honorable Court for such other further or different relief as he may be entitled to in a Court of Equity upon a consideration of the premises if he has in any wise prayed or asked amiss.

  
Solicitor for Respondent

STATE OF ALABAMA )  
                          ) ss.  
COUNTY OF BALDWIN )

Before me, Gladys Lowell, a Notary Public in and for said State and County, personally appeared Edward P. Totten, who being sworn on oath says that he is attorney for the Respondent, E. S. Free, in the foregoing cause, and that affiant is informed and believes, and upon such information and belief states that the allegations of the foregoing Answer to the Bill of Complaint are true.



Subscribed and sworn to before  
me this fourteenth day of October  
Nineteen Twenty-six.

  
Notary Public, Baldwin County, Alabama