

2956

CARRIE A. MOORE,	)	
	)	IN THE CIRCUIT COURT OF
VS.	)	BALDWIN COUNTY, ALABAMA
	)	IN EQUITY
GEORGE W. MOORE,	)	
	)	
Respondent.	)	

INTERROGATORIES PROPOUNDED BY COMPLAINANT TO RESPONDENT.

Now comes the complainant and files and propounds the following interrogatories to the respondent, George W. Moore:

1. Please prepare and attach to your answers to these interrogatories a complete and correct itemized list of all personal property owned by Carrie A. Moore and George W. Moore that was situated on the real property jointly owned by the two said parties on March 1, 1952.

2. Please prepare and attach to your answers to these interrogatories a complete and correct itemized list of all personal property belonging to Carrie A. Moore and George W. Moore that was situated on the real property jointly owned by the two of you on March 1, 1952, which is on the said tract of land at this time.

3. Please prepare and attach to your answers to these interrogatories a complete and correct itemized list showing all personal property jointly owned by Carrie A. Moore and George W. Moore, which was disposed of since March 1, 1952, the name of the party or parties to whom the said property was sold or delivered; if sold, the price received therefor; and if given away, the value of the said property at the time of its delivery by you.

4. Please prepare and attach to your answers to these interrogatories a complete and correct itemized list showing the kind and amount of all hardwood timber that has been cut and removed by you, or which has been cut and removed by others under your direction, from the tract of land jointly owned by Carrie A. Moore and George W. Moore, situated in Baldwin County, Alabama, which is the

land involved in this suit, showing the kind, quantity and amount received therefor; the party to whom sold and the date or dates of the said sales.

5. Please prepare and attach to your answers to these interrogatories a complete and correct itemized list showing the kind and amount of all pine timber that has been cut and removed by you, or which has been cut and removed by others under your direction, from the tract of land jointly owned by Carrie A. Moore and George W. Moore, situated in Baldwin County, Alabama, which is the land involved in this suit, showing the kind, quantity and amount received therefor; the party to whom sold and the date or dates of the said sales.

6. How was payment made to you for the hardwood and pine timber cut by you, or cut by others under your direction, from the tract of land involved in this suit? That is, were payments made by check or cash? If made by check, please furnish the date and amount of each check, the party by whom it was drawn, the bank on which it was drawn and the party or parties to whom the check was payable.

7. Please prepare and attach to your answers to these interrogatories a complete and correct accounting of all income received by you from the rental of boats jointly owned by Carrie A. Moore and George W. Moore since March 1, 1952.

8. Please prepare and attach to your answers to these interrogatories a complete and correct accounting of any other income received by you since the death of your father.

9. Please prepare and attach to your answers to these interrogatories a complete and correct accounting showing the amount or amounts of money paid by you to Carrie A. Moore out of the sale





5. In answer to Interrogatory No. 5 the Respondent has attached hereto, marked Exhibit "B", an itemized list of the amount of pine timber which was sold to M. D. Cox, the date of such sale and prices received for said timber.

6. In answer to Interrogatory No. 6 the Respondent says that the attached list referred to in answer to Interrogatory No. 5 will show the dates of sale and the amounts paid to him for the pine timber. The Respondent has no record of the amounts paid to him by Charles M. Coghlan, Jr., except that he has been furnished with a list of checks drawn by the said Charles M. Coghlan, Jr., on the Baldwin County Bank, all of which are payable to the Respondent, except one dated November 20, 1951, in the sum of \$1350.00 which amount was deposited by the said Charles M. Coghlan, Jr., to the account of the Respondent; said checks are in the following dates and amounts:

8/14/51	\$447.85
8/15/51	190.23
8/20/51	595.61
8/23/51	555.26
9/1/51	1120.04
9/4/51	461.25
9/8/51	669.89
9/22/51	1986.01
9/26/51	282.55
10/9/51	590.38
10/18/51	570.73
10/21/51	963.18
11/20/51	1350.00
11/29/51	1056.21
12/8/51	1076.33
12/31/51	313.65

7. In answer to Interrogatory No. 7 the Respondent says there are no boats owned jointly by the Complainant and the Respondent.

8. The Respondent in answer to Interrogatory No. 8 states that the Complainant calls for information which is the personal business of the Respondent and has no bearing on this suit.

9. In answer to Interrogatory No. 9 the Respondent says that his Cross-Bill filed in this cause sets out in detail the amount of money he has paid to the Complainant, Carrie A. Moore.

  
Respondent.

STATE OF ALABAMA

BALDWIN COUNTY

Before me, the undersigned authority in and for said County in said State, personally appeared George W. Moore, who after being by me first duly and legally sworn deposes and says under oath as follows: That he has read the foregoing Answers to Interrogatories and that the same are true and correct.

George W. Moore

Sworn to and subscribed

before me this 12<sup>th</sup>

day of May, 1953.

John A. Brown  
Notary Public, Baldwin County,  
Alabama.

G. W. Moore  
Little River, Alabama

Bacon Mc Millan Mfg. Co.

Date		Feet	Price
Aug. 9	Red Gum Logs	12,560	690.80
	Hackberry Logs	1,052	52.60
	Sycamore Logs	3,046	152.30
Aug. 24	Red Gum Logs	17,065	938.50
	Hackberry Logs	4,908	245.40
	Sycamore Logs	3,943	197.40
Aug. 28	Red Gum Logs	7,151	393.31
	Hackberry Logs	3,476	173.80
Sept. 3	Red Gum Logs	11,003	605.17
	Hackberry Logs	7,844	393.70
	Sycamore Logs	6,818	340.90
Sept. 10	Red Gum Logs	4,673	257.02
	Hackberry Logs	1,693	84.65
	Sycamore Logs	1,552	77.60
Sept. 11	Red Gum Logs	6,782	373.01
	Hackberry Logs	1,672	83.60
	Sycamore Logs	1,489	74.45
Sept. 24	Red Gum Logs	12,530	689.15
	Hackberry Logs	1,213	65.65
	Sycamore Logs	2,432	121.60
Oct. 2	Red Gum Logs	11,558	635.69
	Hackberry Logs	1,014	50.70
	Sycamore Logs	900	45.00
Oct. 4	Red Gum Logs	7,236	397.98
	Hackberry Logs	405	20.25
	Sycamore Logs	111	5.55
Oct. 15	Red Gum Logs	3,178	174.79
	Hackberry Logs	728	36.40
Nov. 19	Red Gum Logs	6,211	341.61
	Hackberry Logs	1,634	81.70
	Sycamore Logs	686	34.30
	Elm Logs	255	12.75

Page 2  
G. W. Moore  
Little River, Alabama

Bacon Mc Millan Veneer Mfg. Co.

Date		Feet	Price
Dec. 3	Red Gum Logs	15,169	634.30
	Hackberry Logs	136	6.80
	Elm Logs	549	27.00
	Maple Logs	220	11.00
Dec. 10	Red Gum Logs	2,751	151.31
	Hackberry Logs	252	12.60
	Sycamore Logs	<u>306</u>	<u>15.30</u>
		177,832	9,056.33

\*Note: The price shown above are for logs delivered to our mill.

We do not know what part of this amount was to be paid to you by

Mr. Coghlan as stumpage.



G. W. Moore  
Little River, Alabama

Hallett Mfg. Co.

Date		Feet	Price
Aug. 6	Oak Logs	8,812	414.16
	Elm	449	17.51
	Hackberry	389	15.17
	Cottonwood	144	5.62
	Red Gum	144	6.77
Aug. 10	Oak	5,869	275.84
	Hackberry	1,885	72.52
	Cottonwood	583	22.74
	Hickory	214	8.35
Aug. 13	Oak	8,007	376.33
	Hickory	8,008	312.31
	Hackberry	8,404	327.76
	Elm	2,413	94.11
Aug. 20	Oak	2,387	112.19
	Hackberry	4,759	185.60
	Overcup Oak	1,479	69.51
	Elm	948	36.97
	Hickory	2,574	100.39
	Ash	351	21.06
	Cottonwood	324	12.64
Aug. 25	Oak	3,052	143.44
	Hackberry	1,273	49.65
	Hickory	2,288	74.02
	Elm	695	27.11
Aug. 31	Oak	13,407	630.13
	Hackberry	3,368	131.35
	Red Gum	1,336	62.79
	Elm	1,633	63.69
	Cottonwood	717	27.96
	Overcup Oak	140	6.58
Sept. 10	Oak	13,169	618.94
	Elm	302	11.78
	Cottonwood	61	2.38
	Hickory	1,601	62.44
	Hackberry	785	30.62

Sheet 2  
 G. W. Moore  
 Little River, Alabama

Hallet Mfg. Co.

Date		Feet	Price
Sept. 17	Oak	34,341	1,614.03
	Overcup Oak	367	17.25
	White Oak	1,894	94.19
	Elm	1,101	42.94
	Red Gum	680	31.96
	Hickory	1,966	76.68
	Cypress	137	9.25
Sept. 26	Oak	6,942	326.27
	Overcup Oak	1,016	47.75
	White Oak	476	22.37
	Cottonwood	224	8.74
	Elm	682	26.60
	Hickory	478	18.64
Oct. 1	Oak	4,346	204.26
	Overcup Oak	908	42.68
	White Oak	2,273	106.83
	Elm	1,684	65.68
	Hackberry	75	2.93
Oct. 6	Oak	7,550	354.85
	Overcup Oak	4,235	199.05
	White Oak	2,357	110.78
	Elm	1,001	39.04
	Hickory	394	15.37
Oct. 16	Oak	5,315	249.81
	Overcup Oak	2,787	130.99
	White Oak	148	6.96
	Elm	4,762	185.72
	Hickory	8,300	323.70
Oct. 29	Oak	22,809	1,072.02
	Overcup Oak	6,163	289.66
	White Oak	441	20.73
	Elm	7,214	281.35
	Hickory	5,091	198.55
	Cottonwood	435	16.97

Sheet 3  
 G. W. Moore  
 Little River, Alabama

Hallett Mfg. Co.

Date		Feet	Price
Nov. 3	Oak	5,188	243.84
	Overcup Oak	2,009	94.92
	Hickory	2,406	93.83
	Elm	761	29.68
Nov. 12	Oak	6,168	289.90
	Overcup Oak	2,336	109.79
	Elm	4,752	185.33
	Hickory	4,103	160.02
	Hackberry	710	27.69
	Cottonwood	552	21.35
Nov. 15	Oak	1,995	93.77
	Hackberry	624	24.34
	Hickory	331	12.91
	Elm	885	34.52
	Sycamore	121	4.72
	Overcup Oak	1,006	47.28
Nov. 28	Oak	8,061	378.87
	Overcup Oak	5,664	266.21
	White Oak	2,814	132.26
	Hickory	2,583	100.74
	Elm	2,500	97.50
	Sycamore	108	4.21
	Maple	928	35.47
	Hackberry	532	20.79
Dec. 3	Oak	4,914	230.96
	Overcup Oak	2,405	113.03
	Elm	1,169	45.59
	Hickory	1,317	51.36
	White Oak	365	17.16
Dec. 27	Oak	5,003	235.14
	Red Gum	950	44.65
	Elm	1,440	56.16
	Hickory	277	10.80
			13,999.26

\*Note: Payment of Timber sold Hallett Mfg. Co. and Bacon Mc Millan Mfg. Co. was paid by Mr. Coghlin and drawn on Baldwin County Bank Checks were made payable to George W. Moore. Payment of Timber Sold M. D. Cox was by check drawn on Baldwin County Bank, checks were made payable to George W. Moore.

G. W. Moore  
Little River, Alabama

M. D. Cox

Date	Cords	Price
1952		
2-22	24.68	98.72
5-30	58.88	235.52
6-6	93.40	373.60
6-13	49.18	196.72
6-20	33.36	133.44
6-27	36.68	146.72
7-3	41.28	165.12
7-11	46.88	187.52
7-18	40.80	163.20
7-25	34.28	137.12
8-1	41.00	164.00
8-8	15.16	60.64
9-15	123.48	555.66
9-29	3.13	1,408.50
10-13	362.44	1,630.28
10-27	102.92	463.14
11-10	7.96	27.68
12-1	<u>6.44</u>	<u>222.54</u>
	1,431.82	6,171.00

CARRIE A. MOORE,	)	
Complainant and Cross Respondent,	)	IN THE CIRCUIT COURT OF
VS.	)	BALDWIN COUNTY, ALABAMA
GEORGE W. MOORE,	)	IN EQUITY NO. 2950
Respondent and Cross Complainant.	)	

DEMURRER TO CROSS BILL

Now comes the complainant and cross respondent and demurs to that aspect or phase of the cross bill filed in this cause, in which and by which the respondent and cross complainant is seeking a judgment or decree for the improvements, repairs and services set out in the cross bill, and as grounds of such demurrer, assigns separately and severally, the following:

1. There is no equity in the cross bill.

2. No facts are alleged to show that the respondent and cross complainant is entitled to compensation from the complainant and cross respondent for the advances, improvements, repairs and services set out in the cross bill.

3. No facts are alleged to show that the complainant and cross respondent consented that the improvements and repairs set out in the cross bill be made.

4. No facts are alleged to show that there was any agreement or understanding between the parties to this suit, whereby the respondent and cross complainant would receive compensation for the improvements and repairs set out in the cross bill.

Now comes the complainant and cross respondent and demurs to that aspect or phase of the cross bill under which the respondent and cross complainant is seeking to have this suit dismissed because the parties to this suit hold title to the property involved in this suit under what is referred to in the Bill of Complaint as a ~~wanted~~ survivorship deed, and as grounds of such demurrer, assigns, separately and severally, the following:

1. There is no equity in the cross bill.

2. The facts alleged, if true, do not constitute a defense to the Bill of Complaint.

3. No facts are alleged to show that the property described in the Bill of Complaint cannot be sold for division in this proceeding.

4. It affirmatively appears from the cross bill that the parties to this suit are joint owners of the property described in the Bill of Complaint.

5. No facts are alleged to show that title to the lands involved in this suit is not vested in the parties to this suit under the deed under which they hold title.

6. It affirmatively appears that the effect of the deed under which the parties to this suit hold title is to vest an undivided one-half interest in and to the lands involved in this suit in each of them.

7. No facts are alleged to show that the deed under which the parties to this suit hold title restrains alienation in any way of the one-half interest in and to the said land which is owned by each of the said parties.

8. No facts are alleged to show that the deed under which the parties to this suit hold title prevents a sale for division of the lands described in the Bill of Complaint, which are jointly owned by the parties to this suit while both of them live.

9. It affirmatively appears that the deed under which the parties to this suit hold title to the lands involved in this suit created a vested estate or interest in and to a one-half interest in the said lands in each of them.

10. No facts are alleged to show that the deed, under which the parties to this suit hold title, contains any provision or provisions which prevented the vesting of a one-half interest in and to the said property in each of the said parties on the execution and delivery of the said deed.

11. No facts are alleged to show that the parties to this suit are not tenants in common of the lands described in the Bill of Complaint.

Now comes the complainant and cross respondent and without waiving the above demurrer, but insisting on same, files this as her answer to the cross bill filed in this cause:

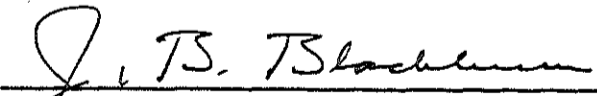
1. The complainant and cross respondent admits that the parties to this suit hold title to the property involved in this suit under the two deeds described on page 2 of the cross bill.

2. She denies that the respondent and cross complainant has made the expenditures, advances, improvements and repairs set out by him in paragraph 7 of the cross bill, and on pages 2 and 3 thereof, and for further answer to the said cross bill denies that she consented in any way or manner that the said improvements, expenditures and repairs be made, and further denies that there is any agreement or understanding between her and the respondent and cross complainant by which she agreed to pay any of the said amounts or agreed that the respondent and cross complainant was entitled to payment of any of the said amounts on sale of the lands involved in this suit.

3. She denies that there is anything in the deed from Norborne C. Stone to the parties to this suit which will prevent a sale of the said property for division in this proceeding.

4. She denies each and all of the other allegations of the said cross bill and demands strict proof of same.

Having fully answered the said cross bill, complainant and cross respondent prays that the said cross bill be dismissed.

  
Solicitor for complainant and cross  
respondent.

CARRIE A. MOORE,  
Complainant,  
vs.  
GEORGE W. MOORE,  
Respondent.

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IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
IN EQUITY.  
NO. 2950.

Comes the Respondent in the above styled cause and for answer to the Bill of Complaint filed against him in said cause, and to each and every paragraph thereof, separately and severally, says:

1. The Respondent denies the allegations of the first paragraph of the Bill of Complaint and alleges that the Complainant is now living in Mobile, Alabama, and the Respondent is living in Escambia County, Alabama.

2. The Respondent denies the allegation of the second paragraph of the Bill of Complaint that he and the Complainant are the joint owners or tenants in common of the property described in such paragraph but alleges that he and the Complainant are the owners of such property under a joint survivorship deed, which has created a joint life estate in the Complainant and Respondent with a vested cross remainder.

3. The Respondent denies the allegation of the third paragraph of the Bill of Complaint and alleges that the title is held as is set forth in his answer to paragraph two.

4. The Respondent denies the allegations of the fourth paragraph of the Bill of Complaint and demands strict proof thereof.

5. The Respondent denies the allegations of the fifth paragraph of the Bill of Complaint and demands strict proof thereof.

6. The Respondent denies the allegations of the sixth paragraph of the Bill of Complaint and alleges that he now has an Abstract of Title covering most of said property which has not been brought down to date.

7. The Respondent denies the allegations of the seventh paragraph of the Bill of Complaint and demands strict proof thereof.



The Respondent, for further answer to the Bill of Complaint and as a Cross-Bill, alleges as follows: That the Respondent and the Complainant first acquired title to the lands described in the Bill of Complaint by a Warranty Deed from T. S. Moore, dated August 14, 1936, which deed is recorded in the Office of the Judge of Probate of Baldwin County, Alabama, in Deed Book 78 page 202; that on the 7th day of June, 1951, the Respondent and Complainant conveyed said property to Norborne C. Stone, which said deed is recorded in the Office of the Judge of Probate of Baldwin County, Alabama, in Deed Book 166 N.S page 299, and the said Norborne C. Stone and wife, conveyed said property to the Complainant and the Respondent on the 7th day of June, 1951, by Warranty Deed with survivorship clause included therein, which deed is recorded in the Office of the Judge of Probate in Deed Book 166 N.S. page 304. That the said Respondent spent large sums of money maintaining and improving such property since August 14, 1936, a large part of which amounts were spent with the knowledge and consent of the Complainant. That such expenditures were made for the protection of the property included in this suit and for the enhancement of its value. That such expenditures which were made by the Respondent for his benefit and the benefit of the complainant, were approximately as follows: (1) That he has paid approximately \$2000.00 in paying off two mortgages executed upon said property by T. S. Moore under whom the parties to this suit claimed title. (2) That he has paid approximately \$1360.00 for State and County taxes on said lands since 1936. (3) That he paid \$61.20 for insurance on the main dwelling located on said property in 1951-52. (4) That he repaired the pump located on said property in 1951 at an expense of \$63.97; (5) That he purchased a hot water heater for the main dwelling located on said lands at a cost of \$65.80. (6) That he repaired the fence on said property in 1952 at an expense of approximately \$400.00. (7) That he cleared land on such property in 1951-52 at an expense of approximately \$105.00 (8) That he repaired the main dwelling located on said lands in 1951-52, including installing plumbing fixtures, repairing the roof, repairing the interior and various other items at an expense of approxi-

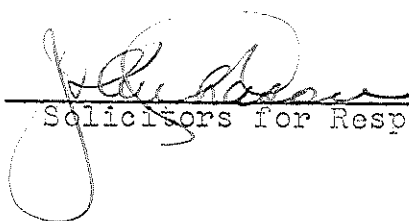
mately \$2500.00. (9) That he erected a dwelling house on the River on said property in 1951, at a cost to him of approximately \$3000.00 (10) That he erected three cabins on the lands described in said suit in 1948, at a cost of approximately \$1500.00; (11) That he purchased from Harry Lazenby, Julian Cole and a Mr. Watson, their interest in five cabins located on such land at a cost of approximately \$800.00; (12) That his services for protecting said property and caring for the same during the time since the deed from his father to the parties hereto would amount to approximately \$5,000.00; (13) That he paid in cash to the Complainant during the years 1951-52, the sum of \$519.09; (14) That he maintained the home in which the Complainant lived from the time of the death of their father on April 6, 1951, until the Complainant moved away from such property in June of 1952, without contribution from the Complainant and his expense from maintaining the Complainant during that period of time would amount to approximately \$600.00.

That none of the above noted amounts have been repaid the Respondent by the Complainant and all of such amounts were for the benefit of the Complainant.

WHEREFORE, the Respondent prays that your Honor will order a reference to ascertain the amount of money that the Complainant is due your Respondent for money which he has advanced to her and for her benefit and to care for and maintain the property held by the parties to this instrument under a joint survivorship deed and that the Complainant be ordered to pay your Respondent the amount of money she is due him.

Having fully answered the Complaint, your Respondent prays that he be dismissed with his costs.

CHASON AND STONE

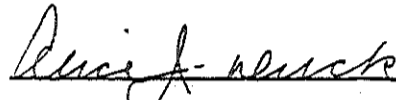
BY:   
Solicitors for Respondent.

STATE OF ALABAMA )  
\*  
BALDWIN COUNTY )

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon GEORGE W. MOORE to appear within thirty days from the service of this writ in the Circuit Court to be held for said County, Equity Side, then and there to answer the Bill of Complaint filed against him by CARRIE A MOORE.

WITNESS my hand this 24<sup>th</sup> day of January, 1953.

  
Register.

TO THE HONORABLE H. M. HALL, JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, SITTING IN EQUITY:

Carrie A. Moore, as complainant, presents this Bill of Complaint against George W. Moore and, thereupon, complains and shows unto the Court and your Honor as follows:

1. The complainant and respondent are each over twenty-one years of age and residents of Baldwin County, Alabama.

2. The complainant and the respondent are joint owners or tenants in common of the following described real property situated in Baldwin County, Alabama, to-wit:

Fraction "B" of Section 20;

Subdivision "B" of Section 21;

West Half of Subdivision "B" of Fractional Section 21;

All of Section 22 South of Little River;

Northwest Quarter, and the Northeast Quarter of the Northeast Quarter of Section 27;

Northwest Quarter, and the Northeast Quarter, EXCEPT the Southeast Quarter of the Northeast Quarter, of Section 28,

All in Township 4 North, Range 3 East,

EXCEPT all oil, gas and mineral rights which are not owned by complainant and respondent.

3. The complainant owns a one-half interest in the said property and the respondent owns a one-half interest in the said property.

4. Part of the property is improved and has buildings situated thereon, while the remainder of the said property is unimproved, because of which it cannot be equitably divided between the joint owners without a sale thereof and a division of the proceeds.

5. It has been necessary for the complainant to employ J. B. Blackburn, Attorney at Law, Bay Minette, Alabama, for the purpose of filing this suit to effect a division of the said property between the said joint owners.

6. It will be to the best interest of all parties to this cause that an abstract of title be made to the above described prop-

erty, in order that the said abstract can be examined by prospective purchasers prior to a sale, the cost of which should be taxed as a part of the costs of this proceeding.

7. The respondent, George W. Moore, has cut and removed a large amount of pine and hardwood timber from the said property without the consent of the complainant, and has not accounted in any way for the said timber so cut and removed. The amount received by the respondent for the said timber so sold by him is unknown to the complainant, but the respondent has complete information as to the amount of timber cut, the dates of the said cutting and the amounts received by him for the timber which was cut and removed.

#### PRAYER FOR PROCESS

Complainant prays that the Court will take jurisdiction of this Bill of Complaint; that due notice thereof in the form and manner prescribed by law be given to the respondent, requiring him to appear and plead, answer or demur to this Bill of Complaint within the time and under the pains and penalties allowed by law.

#### PRAYER FOR RELIEF

1. That a reference be held to ascertain and fix the amount of timber cut by the respondent from the above described real property and the amount received by him therefor.

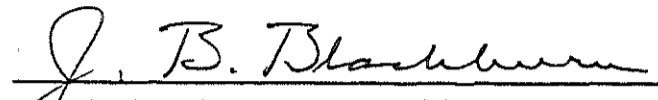
2. That on the coming in of the Register's report, a decree be rendered adjudging and decreeing the amount due the complainant by the respondent for the timber cut and removed by him from the real property jointly owned by them, which is described in this Bill of Complaint.

3. That the Register of this Court be authorized and empowered to have a complete abstract of title, covering all of the above described real property, made for examination by prospective purchasers, and that the cost of such abstract be taxed as a part of the costs of this proceeding.

4. That the above described real property be ordered sold

in the manner prescribed by law for a division between the said joint owners.

5. That such other orders be made and decrees rendered as may be requisite and proper in the premises.

  
Solicitor for Complainant.