

Res. Eq. 1

TRAILWAY OIL COMPANY, INC.,	*	IN THE CIRCUIT COURT OF
a Corporation,	*	BALDWIN COUNTY, ALABAMA
Complainant,	*	
vs.	*	IN EQUITY NO. 2971
WOODROW W. WILLIAMS,	*	
Respondent.	*	

DEMURRER, ANSWER AND CROSS-BILL OF RESPONDENT

Comes now WOODROW W. WILLIAMS, respondent in the above entitled cause, without waiving (but expressly insisting upon) the Motions to Dissolve and Discharge the Temporary Injunction, which Motions have been heretofore filed in this cause, and files this, his demurrer to the bill of complaint and his answer and cross-bill thereto, incorporating said demurrer in his said answer as follows:

Respondent demurs to the bill of complaint, and to each aspect thereof, separately and severally, on the following separate and several grounds:

1. There is no equity in the bill of complaint.
2. Complainant does not have sufficient proprietary interest in the subject matter of said bill of complaint to entitle the complainant to the relief prayed for therein.
3. The State of Alabama has legal title to the submerged lands referred to in said bill of complaint, subject only to the public right of navigation.
4. For aught appearing in said bill, the lands which the respondent is alleged to have filled in and which the respondent is alleged to intend or to threaten to fill in, belong to the State of Alabama and have been leased to the

respondent for said purposes.

5. For aught appearing from said bill, except by conclusion of the pleader, none of the acts or conduct of the respondent complained of therein, in any way violate any riparian rights of the complainant.

6. For aught appearing in said bill, none of the acts or conduct which the respondent is alleged therein to have done or intends to do, in any way deny or deprive the complainant of access to navigable water at any of the points on the shoreline of the complainant's property referred to in said bill.

7. It is not sufficiently alleged in said bill of complaint that any part of the submerged lands heretofore filled in by the respondent, or threatened to be filled in by him, are under navigable water or were under navigable water before said acts were committed by the respondent.

8. For aught appearing in said bill of complaint, all of the acts complained of have been done upon submerged lands or upon artificially made lands, and the respondent has obtained the permission of the State of Alabama to use all of said lands and to fill in as much of the same as the respondent has filled or threatens to fill.

9. For aught appearing in said bill, all of the waters referred to therein, are navigable waters and as such are public highways, and the complainant has no private proprietary rights therein.

10. For aught appearing in said bill of complaint, all of the navigable waters referred to therein are public highways, and the United States, acting through its

appropriate agency, having authority and jurisdiction in such matters, has given the respondent permission to fill in said lands as the respondent has done and as the respondent threatens and intends to do, and all of such conduct on the part of the respondent was and is perfectly lawful.

11. The respondent has no proprietary rights, either legal or equitable, to invoke the jurisdiction of a Court of Equity to enjoin the conduct of the respondent complained of in said bill.

12. A Court of Equity does not have jurisdiction to grant the relief prayed for in said bill in behalf of a private property owner under the facts alleged in said bill.

13. The State of Alabama is a necessary party to said suit, and is not joined as a party thereto.

14. The United States is a necessary party to said suit, and is not joined as a party thereto.

15. It does not sufficiently appear from said bill that the conduct of the respondent complained of therein, actual or threatened, is or will be any nuisance, either public or private.

Without waiving (but expressly insisting upon) each of the foregoing motions and the foregoing demurrer, the respondent, for answer to said bill of complaint, says:

1. Respondent admits that he is over the age of twenty-one (21) years, and resides in Baldwin County, Alabama; respondent lacks sufficient information to admit the remainder of the allegations of Paragraph One of said

bill, and therefore denies the same and demands strict proof thereof.

2. The respondent does not know whether or not the complainant is the owner of the real property described in Paragraph Two of said bill, and therefore denies the allegations of said paragraph and demands strict proof thereof, except that the respondent admits that the said property borders on navigable water.

3. Respondent admits that the respondent at the time of the filing of the bill of complaint was in possession of property which was described in said lease substantially as the property referred to in Paragraph Two of the bill of complaint is described in said Paragraph Two, and respondent admits that said lease terminated on, to-wit, March 15, 1953; except as herein expressly admitted, the respondent denies the allegations of Paragraph Three of said bill and demands strict proof thereof. Further answering said Paragraph Three, the respondent alleges that, under the provisions of said lease, the respondent as lessee had the privilege of removing certain buildings from the property of the complainant covered by said lease, and the complainant, as the lessor therein, was obligated to pay the respondent the sum of FIFTEEN HUNDRED DOLLARS (\$1500.00), provided the respondent vacated said property covered thereby on or before March 15, 1953 and removed said buildings on or before said date. Respondent further avers that being faced with the necessity of vacating the said property covered by said lease and removing said buildings before the expiration of said lease as aforesaid, the respondent procured a lease from the State of Alabama, Department of Conservation, of certain property situated adjacent to and immediately North of the right-of-way

of the State of Alabama for the public highway, U. S. 90, commonly known as the Mobile Bay Bridge Causeway, and situated to the West of the property of the complainant herein referred to and which was heretofore leased by the respondent. A true copy of said lease between the respondent and the State of Alabama is hereto attached, marked "Respondent's Exhibit A" and made a part hereof. Respondent further avers that while the respondent occupied the complainant's said property, the respondent operated thereon a boat landing and fishing camp for the use of small craft such as rowboats and outboard motor skiffs, and has operated thereon a small store or commissary for the purpose of furnishing equipment and supplies to the operators of such boats, and has rented out skiffs and rowboats to the public. Respondent further avers that respondent has obtained said lease from the State of Alabama for the purpose of moving the said boat landing and fishing camp from the property of the complainant formerly leased by the respondent to the property covered by said lease from the State of Alabama, and setting the same up on said property of the State of Alabama and operating the same as a fishing and boating camp throughout the term of said lease with the State of Alabama. Respondent further avers that respondent plans to use said property leased from the State of Alabama by filling in a strip along the North line of the highway right-of-way beginning at the Southwest corner of said property and going Northwardly along the West line of the property leased from the State of Alabama, and thence in a line parallel to the North line of the highway right-of-way a distance of Two Hundred (200) feet, thence Southwardly and parallel to the West line of said property leased from the State of Alabama a distance of One Hundred (100) feet to the North line of

said highway right-of-way; respondent also plans to dredge a channel Fifty (50) feet in width and Four (4) feet in depth along the North of said fill and about Six (6) feet distant therefrom, and to dredge another channel Thirty (30) feet in width, Four (4) feet in depth and Two Hundred (200) feet long, which latter channel will be in a Northerly direction approximately twenty-eight (28) feet from the West boundary of the said property leased from the State of Alabama so that boats and water craft having a draft of less than four (4) feet can, by means of said channels, reach the property and tie up at a wharf which will be constructed by the respondent along the West boundary of said property in a Northerly direction and can reach a wharf to be constructed along the Northern boundary of said fill.

Respondent avers that respondent does not propose to fill in any land or any submerged land which is within fifty (50) feet of any property belonging to the complainant; on the contrary, the said fill and the said wharf hereinabove described at its Eastermost point will be fifty (50) feet or more West of the West boundary of the property of the complainant referred to in the bill of complaint. The respondent further avers that the shoreline of the complainant's property alleged in said bill to be seven hundred seventy-six (776) feet, more or less, will not in any manner be touched, or interfered with, and the complainant's access to navigable water from the property referred to in said bill of complaint will not be obstructed or interfered with in any manner whatsoever by anything done or intended to be done by the respondent; on the contrary, the development of said property leased from the State of Alabama by the respondent will very substantially and materially benefit the

complainant's property, particularly for the reason that the said dredging of said channels will bring deep water to the property of the complainant, as well as the property leased by the respondent from the State of Alabama.

Respondent further avers that pursuant to a written request of respondent dated, to-wit, February 23, 1953, the United States, acting by and through the Secretary of the Army of the United States, under date of, to-wit, March 13, 1953, granted to the respondent the right to construct a bulkhead two hundred (200) feet long by one hundred (100) feet wide to be filled by hydraulic dredge spoil obtained in the construction of the 30' x 200' x 4' channel, and a wharf eight (8) feet wide by one hundred (100) feet long extending from the Northwest corner of the bulkhead, all in accordance with the plans which the respondent seeks to develop for said property leased from the State of Alabama as hereinabove set out, and respondent further avers that said permit was granted by the United States after due notice as required by law was given to all persons who might consider themselves interested in the matter, and thus respondent avers that it has been officially and authoritatively determined by the United States that the acts complained of in the bill of complaint in this case have not and will not interfere with navigation; and thus the filling in of said land and the building of said structures thereon complained of by the complainant herein have thus been determined to be lawful.

Respondent further avers that under date of, to-wit, February 25, 1953, the State of Alabama, acting by and through its agency, The Alabama State Docks Board, issued to the respondent a written license to construct the bulkhead and

to dredge the channel, and to fill in the area, which the respondent has improved and developed and intends to improve and develop as alleged in this answer.

Respondent further avers that the property leased by the respondent from the State of Alabama under said lease, Respondent's Exhibit A, covers nothing but submerged land and artificially made land, and does not cover or touch, or come within fifty (50) feet or more of any original land or fast land; respondent further avers that the said Mobile Bay Bridge Causeway itself is built upon artificially made land dredged out of the headwaters of Mobile Bay. Respondent further avers that the property West of the said fill is artificially made land of said Causeway and the embankment of the approach to Tensas River Bridge which spans the channel of Tensas River, which is approximately two thousand (2,000) feet West and North of the said property.

Respondent further avers that respondent has not and does not intend to invade or interfere with any of the complainant's riparian rights, and has not and does not intend to keep complainant from reaching navigable waters fronting the shore of the complainant's property described in said complaint.

Respondent further avers that complainant has filed this suit and has obtained said temporary injunction without notice to respondent primarily for the purpose of attempting to prevent the respondent from earning his livelihood by erecting and operating said small boating and fishing camp on the said property leased from the State of Alabama as hereinabove set out, in competition with the complainant or others who might occupy complainant's land in said vicinity; all of which is done by the complainant for the reason that

the complainant would not continue to lease its own land to respondent without increasing the rental thereof beyond the point which the respondent could afford to pay, and this suit has been filed and said injunction obtained in furtherance of a malicious and vindictive scheme on the part of the complainant, or one or more of its officers, to keep respondent from making a livelihood in said vicinity and to destroy or materially lessen competition in the operation of boating and fishing camps in said vicinity.

Further answering said bill, respondent avers that by virtue of the filing of this suit and the obtaining of said temporary writ of injunction, the respondent has been required to employ attorneys to defend and protect his rights in the premises and has incurred and will incur considerable expense for attorneys' fees, and respondent has been delayed in the use and possession of said property leased by him from the State of Alabama and in the establishment of said boating and fishing camp thereon, and has lost and will continue to lose the rents, issues and profits from said land and from said business establishments, all to the damage of the respondent in the amount of FIFTY THOUSAND DOLLARS (\$50,000.00) or more.

Except as hereinabove expressly admitted, the respondent denies the allegations of Paragraph Three of said bill of complaint.

4. Except as herein expressly admitted in this answer, respondent denies the allegations of Paragraph Four of said bill, and demands strict proof thereof, insofar as said allegations may be material.

5. Respondent denies the allegations of Paragraph Five of said bill of complaint, and demands strict proof thereof.

Having fully answered, respondent prays that said bill of complaint be dismissed and that the costs of this proceeding be taxed against the complainant, and respondent further prays that this answer to be treated and considered as a Cross-Bill, and that the respondent have and recover of the complainant the sum of FIFTY THOUSAND DOLLARS (\$50,000.00) for the damages which the respondent has sustained and will sustain by reason of the filing of this suit and the obtaining of said temporary writ of injunction.

W. C. Burke
Thomas E. Foster
Francis M. Armbrecht & Jackson
Solicitors for Respondent.

STATE OF ALABAMA)

COUNTY OF MOBILE)

Before the undersigned Notary Public in and for said State and County, personally appeared WOODROW W. WILLIAMS, known by me to be the respondent in the above styled cause, who, being first duly sworn on oath, deposes and says that he has read the foregoing answer and cross-bill, and that the facts stated therein are true to his personal knowledge, except as to matters of information and belief, and as to such matters, he is informed and believes said facts to be true.

Woodrow W. Williams

SUBSCRIBED and sworn to before me
this 30th day of March, 1953.

Francis O. Chubbart
Notary Public, Mobile County, Alabama.

STATE OF ALABAMA

MONTGOMERY COUNTY

THIS INDENTURE Made and entered into on this the 27th day of January, 1953, by and between the undersigned Earl M. McGowin as Director of Conservation, acting for and in behalf of the State of Alabama, Party of the First Part, and W.W. Williams, Star Route, Box 7, Daphne, Alabama, hereinafter known as the Party of the Second Part;

W I T N E S S E T H:

1. That Party of the First Part has agreed to lease unto the Party of the Second Part the property described as follows:

From the east end of the concrete floor slab of the Tensas River bridge; thence, eastwardly parallel to the center line of U. S. Highway 90 1,500 feet; thence, northwardly and perpendicular to the center line of said Highway 150 feet to point of beginning; thence, westwardly 250 feet and parallel to the said Highway center line; thence, northwardly at a right angle 200 feet to a point in Tensas River; thence, eastwardly parallel to said Highway center line 250 feet; thence, southwardly to point of beginning, described property lying along north side of the Mobile Bay Causeway in Baldwin County, Alabama.

2. That the said premises hereby leased shall be used and occupied for the purpose of a hunting and fishing camp for the benefit of the public. This lease contract to commence on the 1st day of January, 1953 and terminate on the 31st day of December, 1962. The said Party of the Second Part agrees to lease said property for the term above stated, and agrees to pay therefor as rent the sum of Two Hundred Fifty and No/100 (\$250.00) Dollars per annum, said rent being payable in advance and evidenced by promissory notes of even date herewith, each in the sum of Two Hundred Fifty and No/100 (\$250.00) Dollars and maturing respectively on the 1st day of each January hereinafter, commencing on the 1st day of January, 1953 and ending on the 31st day of December, 1962.

3. It is further understood and agreed by the parties hereto that the Party of the Second Part shall have a right to a renewal of this lease on the above described premises at the termination of this lease. Said renewal to be contingent on a rental price to be agreed upon by the parties, said renewal price not to exceed Two and No/100 (\$2.00) Dollars per front foot.

4. That the Party of the Second Part covenant and agrees with the Party of the First Part that he will not sublet any part or the whole of the foregoing described premises for any purpose without the written consent of the Party of the First Part, and that he will not occupy, or permit to be occupied, the above described premises for any business or occupation other than that expressed in this agreement unless permission for any change of business or use is granted by the Department of Conservation and approved in writing. All alterations, repairs, or improvements on said property shall be made and paid for by the Party of the Second Part, it being understood and agreed that this lease is executed and the land herein leased is to be used for the purpose of a hunting and fishing camp for the benefit of the public. It is further understood and agreed that if the Party of the Second Part has kept and performed all obligations of this lease, he may at the termination of said lease remove any and all improvements which he may have placed on said premises within a reasonable time after the expiration of said lease. However, in the event that any condition or stipulation of this lease shall have been breached by the Party of the Second Part, said improvement shall be and become the property of the Party of the First Part on the termination of said lease.

5. The Party of the Second Part does hereby agree to assume any and all liability regarding the riparian rights of adjoining property owners whether the action be at law or in equity.

6. That the said Party of the Second Part agrees to take good care of the foregoing described premises and to surrender the same at the expiration of the term of this lease in good condition, and to pay said rent installments as they severally mature. It is understood and expressly agreed that at the termination of this lease said land with all rights and privileges incident thereto shall at once revert to the State of Alabama. And, it is further expressly understood and agreed that this lease is made subject to any and all rights outstanding in the public as to navigation over and through the waters herein leased.

7. That the Party of the Second Part further agrees to prevent all trespass on said property and to take good care of said land, including the timber thereon, and to prevent and suppress forest fires on the leased premises and on other State lands in the vicinity of said premises, and to inform the Party of the First Part of any trespassers on such land.

8. That it is further expressly understood and agreed that the Party of the First Part reserves and shall have the right of ingress and egress over said land for the purpose of prospecting for, and producing from said land, oil, gas, or minerals. Said oil, gas, or minerals in or under the above described land are hereby expressly reserved from and out of this lease.

9. That it is understood and agreed by and between the contracting Party hereto that the right-of-way of Highway No. 90 extends one hundred fifty (150) feet on each side of the center line of such highway, and that this lease in no way shall be construed as a rental of any portion of such highway and that the Party of the Second Part specifically agrees not to encroach or permit any encroachment upon said right-of-way and that this lease shall not be construed as granting to the said Party of the Second Part any right in relation to said right-of-way. The Party of the First Part does hereby reserve the right to cancel or terminate this lease by giving written notice to the Party of the Second Part of such intention, and that upon receipt of such written notice of intention to terminate or cancel, the Party of the Second Part shall, within ninety (90) days, remove any improvements placed by him on the land herein leased at his own expense and shall vacate said premises and deliver peaceably the possession of said real estate to the Party of the First Part within said ninety (90) day period.

The said Party of the Second Part does hereby further agree that he will not engage in any activity or permit any such activity on the land herein leased which shall constitute a public nuisance, a traffic hazard, or in any way interfere with proper highway usage and maintenance of said herein mentioned right-of-way.

10. That in the event said Party of the Second Part fails to keep and perform every agreement contained herein or upon failure to pay said rent installments as the same fall due, this lease shall automatically be cancelled and the said Party of the Second Part will immediately vacate said premises peaceably and will surrender the same to the Party of the First Part.

11. That should the Party of the Second Part use the foregoing described real estate for any purpose or purposes contrary to the laws of this State or should the Party of the Second Part permit others to violate any law of the State of Alabama while on the premises leased, with his knowledge or consent, this lease shall at once become void and of no effect, and the rights of the said Party of the Second Part in and to the foregoing described premises shall at once terminate. If this lease is terminated by such cause, it shall not be necessary to give the Party of the Second Part any notice of such termination, it being agreed that the violation of any law by the Party of the Second Part, in connection with the use of said premises or the violation of any law by others while on said premises, with the permission of the Party of the Second Part, shall, of itself, constitute sufficient notice to the Party of the Second Part of such termination.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals on this the day and date first above written.

STATE OF ALABAMA
Department of Conservation

By /s/ Earl M. McGowin
Earl M. McGowin,
Director of Conservation,
Party of the First Part.

/s/ W. W. Williams
Party of the Second Part

The foregoing lease, in all of its terms, is hereby approved this the 18 day of February, 1953.

Form Approved:

By /s/ A. J. Harris
A. J. HARRIS, Attorney
Dept. of Conservation

/s/ Gordon Persons
Governor of the State of Alabama

APPROVED:

/s/ Chas. W. Lee
STATE LAND MANAGER

ATTEST:

(ALABAMA GREAT SEAL)

/s/ Mrs. Agnes Baggett
Secretary of State

STATE OF ALABAMA
MONTGOMERY COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State hereby certify that Earl M. McGowin, whose name as Director of Conservation is signed to the foregoing lease and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing lease, he, as Director of Conservation of the State of Alabama, executed the same voluntarily on the day the same bears date.

Given under my hand on this the 6th day of February, 1953.

(SEAL)

/s/ Rebecca F. Kight
Notary Public

STATE OF ALABAMA
MOBILE COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State hereby certify that W. W. Williams, whose name is signed to the foregoing lease and who is know to me, acknowledged before me on this day that, being informed of the contents of the foregoing lease, he executed the same voluntarily on the day the same bears date.

Given under my hand on this the 12 day of February, 1953.

(SEAL)

/s/ Ruth Farrar
Notary Public

RECEIVED
MAY 10 1953

U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

MEMORANDUM FOR THE DIRECTOR
FROM: SAC, NEW YORK (100-100000)

RE: ALICE J. DUCK, Register
New York, New York

On 3/31/53, the New York Office received information from the New York City Police Department that Alice J. Duck, Register, had been arrested on 3/31/53 for violation of Federal Bureau of Investigation Order No. 100-100000.

FILED

3-31-53

ALICE J. DUCK, Register

RECORDED

2971

On 3/31/53, the New York Office received information from the New York City Police Department that Alice J. Duck, Register, had been arrested on 3/31/53 for violation of Federal Bureau of Investigation Order No. 100-100000. The New York Office is currently conducting an investigation into the activities of Alice J. Duck and is requesting that you advise the Bureau of any information received from your office regarding this matter.

Very truly yours,
Special Agent in Charge

(100-100000)

Approved: _____
Special Agent in Charge

Enclosed for the Bureau are two copies of a letterhead memorandum (LHM) dated and captioned as above. The LHM contains information regarding the activities of Alice J. Duck and is being furnished to you for your information and guidance.

Very truly yours,
Special Agent in Charge

Very truly yours,
Special Agent in Charge

(100-100000)

TRAILWAY OIL COMPANY, INC.,
A Corporation,

Complainant,

VS.

WOODROW W. WILLIAMS,

Respondent.

IN THE
CIRCUIT COURT OF BALDWIN
COUNTY, ALABAMA.
IN EQUITY
NO. 2971.

This cause coming on to be heard is submitted on behalf of complainant upon the following: Original bill of complaint, order for temporary injunction, injunction bond, temporary injunction, order setting motion to discharge and motion to dissolve temporary injunction for hearing, affidavits of J. T. Farmer, Tunstall Bryars, with plat of survey attached, J. E. Armstrong, A. L. Fuqua, V. D. Kearley; and on behalf of the Respondent, upon the following: Motion to discharge, and motion to dissolve temporary injunction, affidavits of Bruce L. Wolfe, Laurence P. Stauter, Fred Smith, letter from J. P. Turner to W. W. Williams, Permit from Engineers with letter attached, and plat attached, and map of Mobile Bay #1266;

The description of the property of Complainant is as follows:

Commencing at a point on the North right of way line of the Cochrane Bridge or causeway at the Southwest corner of the property conveyed by James W. Gray, et al., to W. C. Pape by Warranty Deed, dated January 14, 1941, and recorded in the office of the Probate Judge of Baldwin County, Alabama, in Deed Book 73, page 567-9 and run thence Northwardly along the West Line of said property of Pape 776 feet, more or less, to the East Bank of the Tensaw River, thence run in a Southwardly direction along the East bank of said River to the intersection of said East bank with the North right of way line of said Cochrane Bridge or causeway, thence run Eastwardly along the North right of way line of said Cochrane Bridge or causeway 200 feet, more or less to the point of beginning, being in Section 20, Township 4 South, Range 1 East.

It will be observed that the westerly line of the property of the Complainant borders on the East Bank of the Tensaw River.

The description of the property on which the Respondent has a lease is described as follows:

From the east end of the concrete floor slab of the Tensaw River bridge; thence eastwardly parallel to the center line of U. S. Highway 90 1,500 feet; thence, northwardly and perpendicular to the center line of said Highway 150 feet to point of beginning; thence westwardly 250 feet and parallel to the said Highway center line; thence northwardly at a right angle 200 feet to a point in Tensaw River, thence, Eastwardly parallel to said Highway center line 250 feet; thence southwardly to point of beginning, described property lying along north side of the Mobile Bay Causeway in Baldwin County, Alabama.

The Exhibits of Complainant (B) and of the Respondent (6) indicate an overlapping or conflict, of approximately 100 feet.

The Respondent has a permit from the Department of the Army, however, it contains the following reservation:

"It is to be understood that this instrument does not give any property rights either in real estate or material, or any exclusive privileges; and that it does not authorize any injury to private property or invasion of private rights, or any infringement of Federal, State, or local laws or regulations, nor does it obviate the necessity of obtaining State assent to the work authorized. IT MERELY EXPRESSES THE ASSENT OF THE FEDERAL GOVERNMENT SO FAR AS CONCERNS THE PUBLIC RIGHTS OF NAVIGATION."

The lease from the State of Alabama, Conservation Department, likewise contains the following provision:

"5. The Party of the Second Part does hereby agree to assume any and all liability regarding the riparian rights of adjoining property owners whether the action be at law or in equity".

Tensaw River, mentioned in the conveyance to the Complainant and the lease to the Respondent, at the place where the property involved is located, is a navigable stream. (Chamberlain vs. Board of Commissioners City of Mobile, 11 So. 2d. 724; Tallassee Falls Mfg. Co. vs. State, 68 So. 805.)

There is no question but that the navigable waters and soil under them in Alabama belong to State. (U. S. vs. Turner, 175 F. 2 d. 644; Chamberlain vs. Board of Commissioners of City of Mobile 11 So. 2d. 724)

The rights of the Complainant, the owner of the property bordering on Tensaw River, are immutable, and subject only to the exercise of eminent domain. (Mobile Transportation Co. vs. City of Mobile, 44 So. 976)

The legal title to the bed and waters of Tensaw River is vested in the State of Alabama, in trust for public purposes, subordinate to the supreme right of navigation lodges in the United States; but subject to such limitations in favor of the United States, the State may grant the fee in such trust properties, provided the grant is not inconsistent with public interest to which the waterways were permanently and originally dedicated. (State exrel Attorney General, vs. Ala. Power Co. 58 So. 462.)

All members of the public have equal right to use of navigable streams, which must not be incompatible with reasonable free use by others. (Ala. Power Co. vs. Smith, 155 So. 601) The complainant may not be cut off from access to the navigable waters by the act of respondent in raising bed of water or constructing a wharf or bulkhead and thus interposing an obstruction between the property of Complainant and navigable water in Tensaw River. (U. S. vs. Property on Pinto Island, 74 F. sup. 92.)

The Complainant has the right of free access to the navigable part of Tensaw River in front of its property, subject only to restrictions as to navigation. If it could be contended that the Respondent has the right to construct an obstruction for 200 feet in front of Complainant's property, then by the same token it could be contended that a like obstruction could be set up in

front of, and the entire length of the property of Com-
plainant bordering on Tensaw River and thereby render his
property inaccessible or less accessible to the navigable
waters of said River.

The Court, after considering all the issues and
proof submitted, is of the opinion that the motion to
discharge the temporary injunction, and the motion to
dissolve the temporary injunction are not well taken and
should be denied -

IT IS THEREFORE, ORDERED, ADJUDGED AND
DECREED by the Court, that the motion to discharge
the temporary injunction be and it is hereby denied.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED
by the Court, that the motion to dissolve the temporary
injunction be, and it is hereby denied.

Dated at Bay Minette, Alabama, this April

21st, 1953.

Hubert M. Hall
JUDGE

TRAILWAY OIL CO., INC.

VS.

WOODROW W. WILLIAMS

D E C R E E

Filed April 21, 1953.

Alfred J. ...

EXHIBIT

TRAILWAY OIL COMPANY, INC.,
a corporation,

Complainant,

vs.

WOODROW W. WILLIAMS,

Respondent.

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

TRAILWAY OIL COMPANY, INC., a corporation, complainant in the above entitled cause, having presented to the undersigned as the Judge of the Circuit Court of Baldwin County, Alabama, its sworn Bill of Complaint praying for a temporary writ of injunction against the respondent in the above entitled cause, it is ORDERED, ADJUDGED and DECREED that said temporary injunction be issued as therein prayed for upon the complainant giving bond, with good and sufficient sureties in the amount of \$ 500.00, to be approved by the Register, conditioned to pay all damages and costs which any person may sustain by the suing out of such injunction, if the same is dissolved.

ORDERED, ADJUDGED and DECREED this 4 day of March, 1953.

Hubert M. Hester
JUDGE

TRAILWAY OIL COMPANY, INC.,	*	
a Corporation,	*	IN THE CIRCUIT COURT OF
	*	
Complainant,	*	BALDWIN COUNTY, ALABAMA
	*	
vs.	*	
	*	IN EQUITY NO. 2971
WOODROW W. WILLIAMS,	*	
	*	
Respondent.	*	

ORDER SETTING MOTION TO DISCHARGE, AND MOTION TO DISSOLVE,
TEMPORARY INJUNCTION, FOR HEARING

It being made to appear that the respondent, Woodrow W. Williams, has heretofore filed in this cause a Motion to Dissolve the Writ of Temporary Injunction heretofore issued herein, and a Motion to Discharge said Writ of Injunction, and that the respondent desires the same to be set for hearing; now, therefore

It is ORDERED, ADJUDGED and DECREED that each of said Motions is hereby set down for hearing in open court on the 13th day of April, 1953 at the hour of 2 P.M.;

It is FURTHER ORDERED that a copy of this Order be forthwith served upon the solicitors of record for the respective parties herein.

ENTERED this, the 2nd day of April, 1953.

Hubert M. Ware
JUDGE.

*I hereby waive notice of foregoing setting
John Dason
as one of attys for Complainant*

TRAILWAY OIL COMPANY,
INC., a corporation,
Complainant
No. 2971 VS.
WOODROW W. WILLIAMS,
Respondent.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

ORDER OF SUBMISSION

This cause coming on to be heard, is submitted for decree on the pleadings and on the proof as noted.

Dated, September 9, 1953.

NOTE OF EVIDENCE

At the hearing of this cause the following note of evidence was taken to wit:

FOR COMPLAINANT

1. The pleadings filed in this cause.
2. Order for a temporary injunction, dated March 4, 1953.
3. Writ of temporary injunction.
4. The consent of the parties had in open Court at the trial of this cause.

Sam McBoach

John Dixon

 Solicitor for Complainant

FOR RESPONDENT

FILED, 9-9-53

W. J. ... Register

Solicitor—For Respondent

No. 2971

TRAILWAY OIL COMPANY, INC.,
a corporation,

Complainant,

Vs.

WOODROW W. WILLIAMS,
Respondent.

ORDER OF SUBMISSION
NOTE OF EVIDENCE

Terms, 19

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Ent. Min. No. _____, Page _____

STATE OF ALABAMA

COUNTY OF BALDWIN

TO ANY SHERIFF OF THE STATE - GREETING:

You are hereby commanded without delay to executed this writ and make due return thereof to us instanter at this term of our Circuit Court, in Equity, to be held at Bay Minette, Baldwin County, Alabama.

TO WOODROW W. WILLIAMS - GREETING:

WHEREAS, Trailway Oil Company, Inc., a Corporation, has exhibited its Bill of Complaint in said Circuit Court in Equity, and has obtained from the Honorable Hubert M. Hall, Judge of said Circuit, an order for the issuance of an injunction to restrain and enjoin you as hereinafter mentioned; AND WHEREAS, the said Trailway Oil Company, Inc., a Corporation, has, in accordance with said order entered into bond with security in the sum of Five Hundred Dollars (\$500.00) payable to Woodrow W. Williams and conditioned to pay all damages and costs which any person may sustain by suing out of such injunction and approved by the Register of this Court and conditioned according to law,

NOW, THEREFORE, you, the said Woodrow W. Williams, your agents, servants or employees, separately and severally, are hereby commanded and strictly enjoined until further order of this court, from filling in the submerged lands bordering and extending beyond the shoreline of the real property of said Trailway Oil Company, Inc., a Corporation, situated in Baldwin County, Alabama, described as follows:

Commencing at a point on the North right of way line of the Cochrane Bridge or causeway at the Southwest corner of the property conveyed by James W. Gray, et al., to W. O. Pape by Warranty Deed dated January 14, 1941, and recorded in the Office of the Judge of Probate of Baldwin County, Alabama, in Deed Book 73, pages 567-9 and run thence Northwardly along the West line of said property of Pape 776 feet, more or less, to the East bank of the Tensaw River, thence run in a Southwardly direction along the East bank of said river to the intersection of said East bank with the North right of way line of said Cochrane Bridge or causeway, thence run Eastwardly along the North right of way line of said Cochrane Bridge or causeway 200 feet, more or less, to the point of beginning, being in Section 20, Township 4 South, Range 1 East.

and from invading, interfering, obstructing and damaging of said
Trailway Oil Company, Inc., a Corporation, in its rights and
privileges as a riparian owner along the bank of said Tensaw River,
and from cutting the said Trailway Oil Company, Inc., a Corporation,
off from access to the navigable waters of the Tensaw River bounding
said corporation's real property thereon.

WITNESS the hand of the Register and seal of said Circuit
Court of Baldwin County, Alabama, In Equity, this 4th day of
March, 1953.

W. J. ...

Register.

720 2971

WRIT OF INJUNCTION

TRAILWAY OIL COMPANY, INC.,
A Corporation,

Complainant,

vs.

WOODROW W. WILLIAMS,

Respondent.

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

FILED
3-4-53.
ALICE J. DUCK, Register

Received in Sheriff's Office
this 4th day of March 1953
TAYLOR WILKINS, Sheriff

Received 4 day of March 1953
and on 4 day of March 1953
served a copy of the within Writ of
Injunction

by service on Woodrow W. Williams

TAYLOR WILKINS, Sheriff
By H. F. Hall D. S.

RECORDED

STATE OF ALABAMA |

COUNTY OF BALDWIN |

KNOW ALL MEN BY THESE PRESENTS, THAT TRAILWAY OIL COMPANY, INC., a corporation, ^{as principal,} and J. T. FARMER and JAMES HINOTE, both of the County of Baldwin, State of Alabama, as sureties, are held and firmly bound unto WOODROW W. WILLIAMS in the sum of \$ 500.⁰⁰, for the payment of which to Woodrow W. Williams, his heirs and assigns, we bind ourselves, our successors, heirs, executors and administrators, jointly and separately.

Sealed with our seals and dated this 4th day of March, 1953.

WHEREAS, TRAILWAY OIL COMPANY, INC., has this day filed its Bill of Complaint in the Circuit Court of Baldwin County, Alabama, In Equity, and has obtained therefrom an order for the issuance of a temporary injunction enjoining and restraining the said Woodrow W. Williams, his servants, agents, employees and attorneys, separately and severally, from filling in the submerged lands bordering and extending beyond the shoreline of the real property of said Trailway Oil Company, Inc., a corporation, as presently described along the East bank of the Tensaw River in Baldwin County, Alabama; and from invading, interfering, obstructing and damaging of said Trailway Oil Company, Inc., a corporation, in its rights and privileges as a riparian owner along the bank of said Tensaw River, and from cutting the said Trailway Oil Company, Inc., a corporation, off from access to the navigable waters of the Tensaw River bounding said corporation's real property thereon.

NOW, THEREFORE, the condition of the above obligation is such that if the said TRAILWAY OIL COMPANY, Inc., a corporation, its successors and assigns, or any of them, shall pay or cause to be paid all damages which any person may sustain by suing out of said injunction, if the same is

dissolved by the Circuit Court of Baldwin County, Alabama,
In Equity, then the above obligation to be void; otherwise,
to remain in full force and effect.

WITNESS OUR HANDS AND SEALS on the day above mentioned.

BRITANNIA OIL COMPANY, INC.,
a corporation,

BY

J. J. Farmer
its President

J. J. Farmer

James Huie

Taken and approved this 4th day of March, 1953.

W. H. Vick
Register

STATE OF ALABAMA)
)
BALDWIN COUNTY)

IN THE CIRCUIT COURT - IN EQUITY.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Woodrow W. Williams to appear and plead, answer or demur, within thrity days from the service hrerof, to the Bill of Complaint filed in the Circuit Court of Baldwin County, Alabama, In Equity, by Trailway Oil Company, Inc., a Corporation, as Complainant, against Woodrow W. Williams, as Respondent.

Witness my hand this 4th day of March, 1953.

 Deane J. Nichols
Register.

TRAILWAY OIL COMPANY, INC.,
a corporation,

Complainant,

vs.

WOODROW W. WILLIAMS,

Respondent.

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

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

Humbly complaining, your complainant, TRAILWAY OIL
COMPANY, INC., a corporation, would respectfully represent
and show unto your Honor as follows:

1. That complainant is a corporation duly organized,
incorporated and existing under the laws of the State of Ala-
bama, with its principal place of business situated in the
County of Baldwin, State of Alabama, and the respondent,
WOODROW W. WILLIAMS, who is over the age of twenty-one (21)
years, is a resident of the County of Baldwin, State of Ala-
bama.

2. That complainant is the owner of that certain real
property situated in the County of Baldwin, State of Alabama,
described as follows:

Commencing at a point on the North right of way
line of the Cochrane Bridge or causeway at the
Southwest corner of the property conveyed by James
W. Gray, et al., to W. O. Pape by Warranty Deed
dated January 14, 1941 and recorded in the office
of the probate judge of Baldwin County, Alabama
in Deed Book 73, Page 567-9 and run thence North-
wardly along the West Line of said property of
Pape 776 feet, more or less, to the East Bank
of the Tensaw River, thence run in a Southwardly
direction along the East bank of said River to
the intersection of said East bank with the North
right of way line of said Cochrane Bridge or cause-
way, thence run Eastwardly along the North right
of way line of said Cochrane Bridge or causeway
200 feet, more or less, to the point of beginning,
being in Section 20, Township 4 South, Range 1
East.

That said property is situated on and borders along the east side of the Tensaw River, a navigable stream, and complainant is the owner of the riparian rights, including the right of access to and from said Tensaw River, and to pass along the shore bordering said River without interference, invasion or obstruction by private persons.

3. That said shoreline and real property of the complainant bounding the east bank of said River is now held under lease by the respondent, which said lease and the possessory rights thereunder of the respondent will terminate and cease on, to-wit, the 15th day of March, 1953, and said respondent while in possession of complainant's said real property under lease is now in the act and threatens to continue to fill in with dirt and other fill the submerged lands in said Tensaw River adjoining the shoreline of complainant's said real property and over and beyond said shoreline along said east bank of the Tensaw River, thereby permanently invading, interfering, obstructing and cutting off the complainant from access to said navigable waters, and causing permanent and irreparable injury and damage to the complainant in the use and enjoyment of its riparian rights; that such invasion and interference by the respondent of the complainant's riparian rights as aforesaid prevents the complainant from reaching the navigable waters fronting on the shore of its said real property, and interferes and impairs the complainant's enjoyment of its property, as well as materially depreciates the value thereof without compensation.

4. Complainant further avers that although it has given the respondent written notice not to interfere or invade its riparian rights and to cease filling in the submerged land along the shore of complainant's said property, notwithstanding, the respondent has utterly ignored the complainant's said notice

and has continued and is now filling in said submerged lands with dirt, so as to raise the same well above the water level, thereby effectively cutting off the complainant from access to said Tensaw River, and respondent does not intend to cease his said wrongful acts as herein alleged unless ordered and directed to do so by this Honorable Court under a writ of injunction.

5. Your complainant further avers that it does not have a full, complete and adequate remedy at law for that the value of its said real property and its riparian rights will be irreparably injured and damaged unless the respondent is restrained and enjoined from his said wrongful acts; that your complainant is therefore justified in coming into equity and in seeking an injunction to preserve the status quo of its said real property.

PRAYER FOR PROCESS

WHEREFORE, the premises considered, complainant prays that WOODROW W. WILLIAMS be made a party-respondent to this Bill of Complaint; that process be issued against and served upon said respondent, WOODROW W. WILLIAMS, according to the law and practice of this Honorable Court, and that he be required to plead, answer or demur to this Bill of Complaint within the time required by law.

PRAYER FOR RELIEF

The premises considered, complainant further prays that this Honorable Court will cause to be issued a preliminary writ of injunction to be directed to the respondent, WOODROW W. WILLIAMS, enjoining and restraining him, his agents, servants or employees, from further filling in the submerged lands bordering and extending beyond the shoreline of complainant's real property as presently described along the east bank of the Tensaw River. And complainant further prays

that upon a hearing of this cause this Honorable Court will issue a permanent writ of injunction directed to the respondent restraining and enjoining the respondent, his agents, servants or employees from invading, interfering and damaging the complainant in its rights and privileges as a riparian owner, and from cutting the complainant off from access to the navigable waters bounding its property herein described, and your complainant further prays that the Court will order and require the respondent to remove and carry away all dirt or other obstructions interfering, obstructing, and cutting the complainant off from access to the navigable waters of the Tensaw River as the same bound and formerly bound the west side of its said real property, and your complainant prays for such other, further and different relief as it may be entitled to in the premises, including compensation from the respondent for any damage, injury or destruction of your complainant's said property and its rights therein, as in duty bound your complainant will ever pray.

Johnston McKeown Johnston
By Dan V. McKeown
Chas Stone
By John Mason
Solicitors for Complainant

STATE OF ALABAMA }

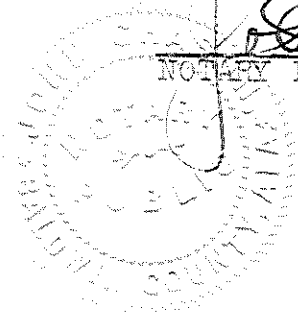
COUNTY OF BALDWIN }

Before me, a notary public in and for said state and county, personally appeared J. T. FARMER, known to me, and being sworn by me on oath, did depose and say that he is the President of Trailway Oil Company, Inc., a corporation, the complainant in this cause, and as such officer of said corporation, he has authority to make this affidavit; that he has read the above and foregoing Bill of Complaint, and knows the contents thereof, and that the same are true and correct.

J. T. Farmer

Subscribed and sworn to before
me this 14th day of March, 1953.

John Mason
NOTARY PUBLIC, BALDWIN COUNTY, ALABAMA



2971
70297#

Received in Sheriff's Office
this 4 day of March 1953
TAYLOR WILKINS, Sheriff

SUMMONS AND BILL OF COMPLAINT

received 4 day of March 1953
and on 4 day of March 1953
served a copy of the within
Summons & Complaint

TRAILWAY OIL COMPANY, INC.,
A Corporation,

service on Woodrow W. Williams

Complainant,

vs.

TAYLOR WILKINS, Sheriff
By H F Hall D. S.

WOODROW W. WILLIAMS,

Respondent.

RECORDED

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

Filed: March 4 1953

Deirdre
Register

1650



Handwritten signature/initials

Handwritten signature/initials

TRAILWAY OIL COMPANY, INC.,
a corporation,

Complainant,

vs.

WOODROW W. WILLIAMS,

Respondent.

¶
¶
IN THE CIRCUIT COURT OF
¶
BALDWIN COUNTY, ALABAMA
¶
IN EQUITY NO. 2971
¶
¶

Comes this day Trailway Oil Company, Inc., A Corporation, the Complainant, in the above styled cause, acting by and through its President, and files herein its verified petition praying for an order for Woodrow W. Williams, the Respondent in said cause, to show cause why he should not be punished for contempt, a true and correct copy of said verified petition being attached hereto and now upon consideration of the same it is hereby ordered, adjudged and decreed by the Court:

1. That the said Woodrow W. Williams shall appear before this Court in his own proper person at 9 o'clock a.m. on the 5 day of October, 1954, in the Court room of the Court house in Bay Minette, Baldwin County, Alabama, then and there to show cause, if any he has, why he should not be punished for contempt of Court, for and on account of the matters and things set out in the verified petition of the said Trailway Oil Company, Inc., a Corporation.

2. That the Sheriff of Baldwin County, Alabama, or any other County in the State of Alabama in which the said Woodrow W. Williams may be found shall forthwith serve upon the said Woodrow W. Williams a true and correct copy of this order and of the petition referred to herein and such Sheriff shall make a proper return thereof.

Done this 22 day of September, 1954.

Hubert M. Hall
Judge

TRAILWAY OIL COMPANY, INC.,
a corporation,

Complainant,

vs.

WOODROW W. WILLIAMS,

Respondent.

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IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY NO. 2971.

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

Comes your petitioner, Trailway Oil Company, Inc., a corporation, the complainant in the above entitled cause, and respectfully represents and shows unto this Honorable Court as follows:

1. That heretofore on, to-wit, the 9th day of September, 1953 this Honorable Court rendered a final decree in this cause making permanent a temporary injunction against the respondent, Woodrow W. Williams, his agents, servants or employees, separately and severally, issued by order of this Court in the above entitled cause on the 4th day of March, 1953, and forever restraining and enjoining said Woodrow W. Williams from filling in the submerged lands bordering and extending beyond the shoreline of the petitioner, Trailway Oil Company, Inc., as described in said final decree and from invading, interfering with, obstructing and damaging the said petitioner in its rights and privileges as a riparian owner along the east bank of the Tensaw River, and from cutting the said petitioner off from access to the navigable waters of said Tensaw River bounding the petitioner's said real property.

2. That the said Woodrow W. Williams has failed and refused to comply with said decree and has wilfully invaded, interfered with, and obstructed the petitioner from the use and enjoyment of its riparian rights, and does now continue to invade, interfere with and so obstruct your petitioner contrary to the orders made in said decree of the 9th day of September, 1953.

WHEREFORE, the premises considered, your petitioner, Trailway Oil Company, Inc., a corporation, respectfully prays that this Honorable Court will make and enter an order and decree requiring the said Woodrow W. Williams to be and appear before this Court at such time and place as your Honor may direct, to show cause, if any he have, why he should not be punished for contempt of this Court, and petitioner prays for such other, further, different and general relief as he may be entitled to, the premises considered.

TRAILWAY OIL COMPANY, INC.,
a corporation,

By J. T. Farmer /s/
Its President

Chason & Stone /s/

Johnston, McCall & Johnston /s/
Solicitors for Petitioner

STATE OF ALABAMA }
COUNTY OF BALDWIN }

Before me, a notary public in and for said state and county, personally appeared J. T. FARMER, known to me, and being sworn by me on oath, did depose and say that he is the President of Trailway Oil Company, Inc., a corporation, the complainant in this cause, and as such officer of said corporation, he has authority to make this affidavit; that he has read the above and foregoing petition and knows the contents thereof, and that the same are true and correct.

J. T. Farmer /s/
J. T. Farmer

Subscribed and sworn to before
me this 20th day of September, 1954.

John Chason /s/
NOTARY PUBLIC, BALDWIN COUNTY, ALABAMA.

TRAILWAY OIL COMPANY, INC.,
a corporation,

Complainant,

vs.

WOODROW W. WILLIAMS,

Respondent.

I
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IN THE CIRCUIT COURT OF
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BALDWIN COUNTY, ALABAMA
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IN EQUITY NO. 2971
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Comes this day Trailway Oil Company, Inc., A Corporation, the Complainant, in the above styled cause, acting by and through its President, and files herein its verified petition praying for an order for Woodrow W. Williams, the Respondent in said cause, to show cause why he should not be punished for contempt, a true and correct copy of said verified petition being attached hereto and now upon consideration of the same it is hereby ordered, adjudged and decreed by the Court:

1. That the said Woodrow W. Williams shall appear before this Court in his own proper person at 9 o'clock a.m. on the 5 day of October, 1954, in the Court room of the Court house in Bay Minette, Baldwin County, Alabama, then and there to show cause, if any he has, why he should not be punished for contempt of Court, for and on account of the matters and things set out in the verified petition of the said Trailway Oil Company, Inc., a Corporation.

2. That the Sheriff of Baldwin County, Alabama, or any other County in the State of Alabama in which the said Woodrow W. Williams may be found shall forthwith serve upon the said Woodrow W. Williams a true and correct copy of this order and of the petition referred to herein and such Sheriff shall make a proper return thereof.

Done this 28 day of September, 1954.

Hubert M. Hall
Judge

TRAILWAY OIL COMPANY, INC.,
a corporation,

Complainant,

vs.

WOODROW W. WILLIAMS,

Respondent.

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IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY NO. 2971.

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

Comes your petitioner, Trailway Oil Company, Inc., a corporation, the complainant in the above entitled cause, and respectfully represents and shows unto this Honorable Court as follows:

1. That heretofore on, to-wit, the 9th day of September, 1953 this Honorable Court rendered a final decree in this cause making permanent a temporary injunction against the respondent, Woodrow W. Williams, his agents, servants or employees, separately and severally, issued by order of this Court in the above entitled cause on the 4th day of March, 1953, and forever restraining and enjoining said Woodrow W. Williams from filling in the submerged lands bordering and extending beyond the shoreline of the petitioner, Trailway Oil Company, Inc., as described in said final decree and from invading, interfering with, obstructing and damaging the said petitioner in its rights and privileges as a riparian owner along the east bank of the Tensaw River, and from cutting the said petitioner off from access to the navigable waters of said Tensaw River bounding the petitioner's said real property.

2. That the said Woodrow W. Williams has failed and refused to comply with said decree and has wilfully invaded, interfered with, and obstructed the petitioner from the use and enjoyment of its riparian rights, and does now continue to invade, interfere with and so obstruct your petitioner contrary to the orders made in said decree of the 9th day of September, 1953.

WHEREFORE, the premises considered, your petitioner, Trailway Oil Company, Inc., a corporation, respectfully prays that this Honorable Court will make and enter an order and decree requiring the said Woodrow W. Williams to be and appear before this Court at such time and place as your Honor may direct, to show cause, if any he have, why he should not be punished for contempt of this Court, and petitioner prays for such other, further, different and general relief as he may be entitled to, the premises considered.

WOODROW W. WILLIAMS,
as
Respondent.

TRAILWAY OIL COMPANY, INC.,
a corporation,
Plaintiff.

J. T. Farmer
Its President

/s/

Chason & Stone /s/
Solicitors for Petitioner

Johnston, McCall & Johnston /s/
Solicitors for Petitioner

STATE OF ALABAMA
COUNTY OF BALDWIN

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
NO. 5037

Subscribed to by Respondent

Before me, a notary public in and for said state and county, personally appeared J. T. FARMER, known to me, and being sworn by me on oath, did depose and say that he is the President of Trailway Oil Company, Inc., a corporation, the complainant in this cause, and as such officer of said corporation, he has authority to make this affidavit; that he has read the above and foregoing petition and knows the contents thereof, and that the same are true and correct.

J. T. Farmer /s/
J. T. Farmer

Subscribed and sworn to before me this 20th day of September, 1954.

John Chason /s/
NOTARY PUBLIC, BALDWIN COUNTY, ALABAMA.

COURT OF BALDWIN COUNTY, ALABAMA
 TRAILWAY OIL COMPANY, INC., A
 Corporation,
 Complainant,
 vs.
 WOODROW W. WILLIAMS,
 Respondent.

IN THE CIRCUIT COURT OF
 BALDWIN COUNTY, ALABAMA
 IN EQUITY, NO. 2971

Filed this 28th day of September,
 1954.

W. H. ...
 Register.

CITATION

Return to the undersigned at the above address
 on or before the 10th day of October, 1954.

COURT OF BALDWIN
 COUNTY, ALABAMA

This citation is directed to the Respondent, Woodrow W. Williams, and he is hereby notified that he is to appear in person or by attorney in the Circuit Court of Baldwin County, Alabama, at the place and time above stated, to answer the Complaint of the Complainant, Trailway Oil Company, Inc., and to show cause why the Respondent should not be held liable for the amount of the debt claimed by the Complainant.

Dated at the City of Baldwin, Alabama, this 28th day of September, 1954.

W. H. ...
 Register

W. H. ...
 Register

TRAILWAY OIL COMPANY, INC.,		
a corporation,		
Complainant,		IN THE CIRCUIT COURT OF
vs.		BALDWIN COUNTY, ALABAMA.
WOODROW W. WILLIAMS,		IN EQUITY
		No. 2971.
Respondent.		

This cause having been heretofore presented to the Court on the 4th day of March, 1953 for a temporary writ of injunction against the respondent, Woodrow W. Williams, and an order granting the same having been entered by the Court on the same day, and said cause having been regularly set for trial upon the merits by the Court on this the 9th day of September, 1953, and the complainant and respondent being present by and through their respective solicitors of record, the cause was submitted for final decree upon the pleadings filed therein, the order for a temporary injunction, the writ of temporary injunction, and the consent of the parties had in open Court that this decree be entered, all as noted in the Note of Submission on file in this cause, and

It appearing to the Court that the parties have heretofore settled and compromised all differences now or heretofore existing between them, and

It further appearing to the Court that the respondent, Woodrow W. Williams, has agreed and does now consent that the temporary injunction heretofore granted by the Court on the 4th day of March, 1953 be made permanent, and

It further appearing to the Court that the respondent has agreed that his cross-bill filed in this cause be dismissed;

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the temporary injunction heretofore issued in this

cause be and the same is hereby made permanent, and the respondent, Woodrow W. Williams, his agents, servants or employees, separately and severally, are forever restrained and enjoined from filling in the submerged lands bordering and extending beyond the shoreline of the real property of the complainant, Trailway Oil Company, Inc., a Corporation, situated in Baldwin County, Alabama, described as follows:

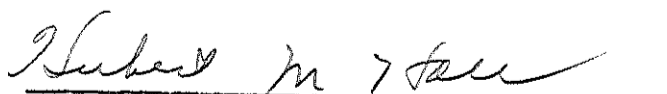
Commencing at a point on the North right of way line of the Cochran Bridge or causeway at the Southwest corner of the property conveyed by James W. Gray, et al., to W. O. Pape by Warranty Deed dated January 14, 1941, and recorded in the Office of the Judge of Probate of Baldwin County, Alabama, in Deed Book 73, pages 567-9 and run thence Northwardly along the West line of said property of Pape 776 feet, more or less, to the East bank of the Tensaw River, thence run in a Southwardly direction along the East bank of said river to the intersection of said East bank with the North right of way line of said Cochran Bridge or causeway, thence run Eastwardly along the North right of way line of said Cochran Bridge or causeway 200 feet, more or less, to the point of beginning, being in Section 20, Township 4 South, Range 1 East;

and from invading, interfering with, obstructing and damaging the said complainant in its rights and privileges as a riparian owner along the bank of said Tensaw River, and from cutting the said complainant, Trailway Oil Company, Inc., a Corporation, off from access to the navigable waters of the Tensaw River bounding its said real property thereon;

It is further ORDERED, ADJUDGED and DECREED by the Court that the respondent's cross-bill filed in this cause be, and the same is hereby dismissed;

It is further ORDERED, ADJUDGED and DECREED by the Court that all costs of Court in this cause incurred be and the same are hereby taxed against the respondent.

ORDERED, ADJUDGED and DECREED this 9th day of September, 1953.


JUDGE

TRAILWAY OIL COMPANY, INC.,
a corporation,

Complainant,

vs.

WOODROW W. WILLIAMS,

Respondent.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
IN EQUITY NO. 2971.

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

Comes your petitioner, Trailway Oil Company, Inc., a corporation, the complainant in the above entitled cause, and respectfully represents and shows unto this Honorable Court as follows:

1. That heretofore on, to-wit, the 9th day of September, 1953 this Honorable Court rendered a final decree in this cause making permanent a temporary injunction against the respondent, Woodrow W. Williams, his agents, servants or employees, separately and severally, issued by order of this Court in the above entitled cause on the 4th day of March, 1953, and forever restraining and enjoining said Woodrow W. Williams from filling in the submerged lands bordering and extending beyond the shoreline of the petitioner, Trailway Oil Company, Inc., as described in said final decree and from invading, interfering with, obstructing and damaging the said petitioner in its rights and privileges as a riparian owner along the east bank of the Tensaw River, and from cutting the said petitioner off from access to the navigable waters of said Tensaw River bounding the petitioner's said real property.

2. That the said Woodrow W. Williams has failed and refused to comply with said decree and has wilfully invaded, interfered with, and obstructed the petitioner from the use

and enjoyment of its riparian rights, and does now continue to invade, interfere with and so obstruct your petitioner contrary to the orders made in said decree of the 9th day of September, 1953.

WHEREFORE, the premises considered, your petitioner, Trailway Oil Company, Inc., a corporation, respectfully prays that this Honorable Court will make and enter an order and decree requiring the said Woodrow W. Williams to be and appear before this Court at such time and place as your Honor may direct, to show cause, if any he have, why he should not be punished for contempt of this Court, and petitioner prays for such other, further, different and general relief as he may be entitled to, the premises considered.

TRAILWAY OIL COMPANY, INC.,
a corporation,

By J. T. Farmer
Its President

Chason & Stone
Johnston McCall & Johnston
Solicitors for Petitioner

STATE OF ALABAMA |
COUNTY OF BALDWIN |

Before me, a notary public in and for said state and county, personally appeared J. T. FARMER, known to me, and being sworn by me on oath, did depose and say that he is the President of Trailway Oil Company, Inc., a corporation, the complainant in this cause, and as such officer of said corporation, he has authority to make this affidavit; that he has read the above and foregoing petition and knows the contents thereof, and that the same are true and correct.

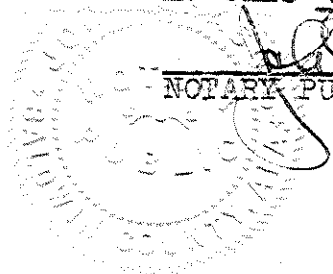
J. T. Farmer
J. T. Farmer

Subscribed and sworn to before me this 20th day of September, 1954.

FILED

Sept. 28, 1954

ALICE I. DUCK, Register



[Signature]
NOTARY PUBLIC, BALDWIN COUNTY, ALABAMA.

BLK 016 473

Received 28 day of Sept 1954
d on _____ day of _____ 19____
served a copy of the within _____

By _____ D. S.
TAYLOR WILKINS, Sheriff

*Returned on order of
Plaintiff's atty
10-6-54
Info, Wilkins - Sheriff*

PETITION OF CITATION FOR CONTEMPT

TRAILWAY OIL COMPANY, INC., A
Corporation,

Complainant,

vs.

WOODROW W. WILLIAMS,

Respondent.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY NO. 2971

Filed this 28 day of September,
1954.

W. J. ...
Register.



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TRAILWAY OIL COMPANY, INC.,		
a corporation,		
Complainant,		IN THE CIRCUIT COURT OF
vs.		BALDWIN COUNTY, ALABAMA.
WOODROW W. WILLIAMS,		IN EQUITY NO. 2971.
Respondent.		

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

Comes your petitioner, Trailway Oil Company, Inc., a corporation, the complainant in the above entitled cause, and respectfully represents and shows unto this Honorable Court as follows:

1. That heretofore on, to-wit, the 9th day of September, 1953 this Honorable Court rendered a final decree in this cause making permanent a temporary injunction against the respondent, Woodrow W. Williams, his agents, servants or employees, separately and severally, issued by order of this Court in the above entitled cause on the 4th day of March, 1953, and forever restraining and enjoining said Woodrow W. Williams from filling in the submerged lands bordering and extending beyond the shoreline of the petitioner, Trailway Oil Company, Inc., as described in said final decree and from invading, interfering with, obstructing and damaging the said petitioner in its rights and privileges as a riparian owner along the east bank of the Tensaw River, and from cutting the said petitioner off from access to the navigable waters of said Tensaw River bounding the petitioner's said real property.

2. That the said Woodrow W. Williams has failed and refused to comply with said decree and has wilfully invaded, interfered with, and obstructed the petitioner from the use

and enjoyment of its riparian rights, and does now continue to invade, interfere with and so obstruct your petitioner contrary to the orders made in said decree of the 9th day of September, 1953.

WHEREFORE, the premises considered, your petitioner, Trailway Oil Company, Inc., a corporation, respectfully prays that this Honorable Court will make and enter an order and decree requiring the said Woodrow W. Williams to be and appear before this Court at such time and place as your Honor may direct, to show cause, if any he have, why he should not be punished for contempt of this Court, and petitioner prays for such other, further, different and general relief as he may be entitled to, the premises considered.

TRAILWAY OIL COMPANY, INC.,
a corporation,

By J. T. Farmer
Its President

Crasow Stone

John M. McCall & John M. ...
Solicitors for petitioner

STATE OF ALABAMA |
COUNTY OF BALDWIN |

Before me, a notary public in and for said state and county, personally appeared J. T. FARMER, known to me, and being sworn by me on oath, did depose and say that he is the President of Trailway Oil Company, Inc., a corporation, the complainant in this cause, and as such officer of said corporation, he has authority to make this affidavit; that he has read the above and foregoing petition and knows the contents thereof, and that the same are true and correct.

J. T. Farmer
J. T. Farmer

Subscribed and sworn to before
me this 20th day of September, 1954.

[Signature]
NOTARY PUBLIC, BALDWIN COUNTY, ALABAMA.

and enjoyment of the riparian rights, and does now continue to invade, interfere with and so obstruct your petitioner's contrary to the orders made in said decree of the 9th day of September, 1953.

2971

WHEREFORE, the premises considered, your petitioner, Trailway Oil Company, Inc., a corporation, respectfully prays that this Honorable Court will make and enter an order

and do so by entering the said Woodrow W. Williams as a Respondent, and do so by entering this Court at such time and place as your Honorable Court may direct, to show cause, if any, why he should not be held in contempt of this Court, and be referred to the proper authorities for their consideration and action. The petitioner prays that the said Woodrow W. Williams be held in contempt of this Court, and be referred to the proper authorities for their consideration and action. The petitioner prays that the said Woodrow W. Williams be held in contempt of this Court, and be referred to the proper authorities for their consideration and action.

Trailway Oil Company, Inc., a corporation,
 Plaintiff,
 vs.
 Woodrow W. Williams,
 Respondent.

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA.
 Case No. 2971.
 Filed this 28th day of September, 1953.

Charles J. Drake
 Registrar

[Signatures]
 Solicitors for petitioner

STATE OF ALABAMA
 COUNTY OF BALDWIN

Before me, a notary public in and for said state and county, personally appeared I. T. FARMER, known to me, and being sworn by me on oath, did depose and say that he is the President of Trailway Oil Company, Inc., a corporation, and as such officer of said corporation, he has authority to make this affidavit; that he has read the above and foregoing petition and knows the contents thereof, and that the same are true and correct.

[Signature]
 I. T. Farmer

Subscribed and sworn to before me this 28th day of September, 1953.

NOTARY PUBLIC, BALDWIN COUNTY, ALABAMA.

