

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

Comes the Complainant, Mina M. Brown, and humbly complain-
ing represents unto your Honor as follows:

FIRST:

That she is a resident of Baldwin County, Alabama, and over
the age of twenty-one years; that she has been a resident of Baldwin County,
Alabama, for more than three years next preceding the filing of this bill;
that the Respondent, Emmons Brown, is over the age of twenty-one years and
a resident of Foley, Baldwin County, Alabama.

SECOND:

That the Complainant, Mina M. Brown, and the Respondent,
Emmons Brown, are wife and husband, having intermarried at Foley, Alabama,
in May, 1924; that they lived together as man and wife until July 4, 1924.

THIRD:

That on July 4, 1924, the Respondent, Emmons Brown, voluntarily
and without cause on the part of the Complainant, went away and left the bed
and board of your Complainant, Mina M. Brown, and that since that time he
has remained away voluntarily and continuously.

PRAYER FOR PROCESS.

Complainant, Mina M. Brown, prays that your Honor will make
such orders and issue such decrees as will make the said Emmons Brown party
Respondent to the bill of complaint and require him to plead, answer or demur
to this bill of complaint within the time required by law and under the penalties
of this Honorable court.

PRAYER FOR RELIEF.

Complainant prays that upon the final hearing of this cause
your Honor will grant unto her a divorce from the bonds of matrimony from the
said Emmons Brown and that your Honor will permit your Complainant to marry
that your Complainant will be allowed to use her maiden name, Mina

M. Morris; that your Honor will grant unto your Complainant such other, further or different relief as to your Honor may seem fit and proper and as in duty bound Complainant will ever pray, etc.

Rickard Beebe Hall
Solicitors for Complainant.

FOOT NOTE.

Respondent is requires to answer each and every allegation of the foregoing bill of complaint numbered first to third, inclusive, but not under oath. Oath is hereby expressly waived.

Rickard Beebe Hall
Solicitors for Complainant.

ORDER

11/11/1910

11/11/1910

11/11/1910

11/11/1910

Thomas Vail and Robert B.

Vail, Complainants.

vs.

In Circuit Court, Baldwin County, Alabama.

Intertype Corporation,

In Equity.

Defendant.

Comes the defendant, the Intertype Corporation and demurs to the bill of complaint filed in this cause, on the following ground, to-wit:-

First.

There is no equity in the bill of complaint.



Solicitor for Defendant.

No 640.
Vail & Vail
Va
Intertype Corp
Demurrer to Bill
of Complaint

Filed Jan 18/1927
T. W. Rice
Register

RECORDED

W. H. Naufer
Sol. for Defendant

State of Alabama
County of Baldwin.

Know all men by these presents; That we, Thomas Vail and Robert B. Vail, and Miss M. Morris & P. J. Cooney are held and firmly bound unto the Register of the Circuit Court in Equity for said County in the sum of Four thousand dollars for the payment of which to said Register, or his successors, we bind ourselves, our executors and administrators, jointly and severally.

Signed with our hands and dated this 11th, day of December, 1926.

Whereas the said Thomas Vail and Robert B. Vail have filed their bill of complaint in the Circuit Court in Equity and have obtained thereon an order for the issuance of an injunction from the Honorable John D. Leigh, Judge, to restrain and enjoin the Intertype Corporation from disposing of or selling one 2-letter rebuilt intertype or typesetting machine, known as Serial Number 3769, under a mortgage from P. W. Sharp and A. O. Huff, dated October 20, 1922; in the case of Thomas Vail and Robert B. Vail vs. Intertype Corporation, for Injunction, etc., in the Circuit Court of Baldwin County, Alabama.

Now therefore, the condition of the above obligation is such that if the said Thomas Vail and Robert B. Vail, their heirs, executors, administrators, or any of them, shall pay or cause to be paid all damages which any person may sustain by the suing out of said injunction, if the same is dissolved by the Circuit Court in Equity on the bill filed by said Thomas Vail and Robert B. Vail as aforesaid then the obligation shall be void, otherwise to remain in full force and effect.

Witness our hands and seals on the day and year first above written.

Thomas Vail L.S.
P. J. Cooney L.S.
Miss M. Morris L.S.
Robert B. Vail L.S.

Taken and approved this 11 day
of December, 1926.

T. W. Riceman
Register.

State of Alabama
County of Baldwin.

In the Circuit Court. In Equity.

Thomas Vail and Robert B. Vail
vs.
Intertype Corporation.

Bill for Injunction, etc.

To the Honorable John D. Leigh, Judge of the Circuit Court, Baldwin County, Alabama. In Equity sitting.

Comes Thomas Vail and Robert Vail, residents of said State and County, and humbly complaining against the Intertype Corporation, respectfully show unto your Honor as follows:

First, That on October 20, 1922, P. W. Sharp and Arthur O. Huff executed a mortgage to the Intertype Corporation covering one 2-letter rebuilt intertype or type casting machine, known as Intertype Serial Number 3769, securing an alleged indebtedness of \$2997.50.

Second, That on May 28th, 1924, the said Intertype Corporation re-possessed said above described property, which then and there became, and was, the property of said Intertype Corporation. That after coming into possession of said machine, the said Intertype Corporation entered into, and made and executed, a contract in writing, between itself and said Thomas Vail and Robert B. Vail, dated May 28, 1924, a copy of which said contract is hereto attached, marked Exhibit A, and made a part hereof for all purposes necessary. Said contract superceded said mortgage and was, and is, a new and distinct and separate contract; the mortgage becoming, and now being, null and void and of no effect against complainants nor the property above described.

Third, The stipulations contained in said mortgage as to the amount and dates of payment are entirely different from the amount and dates of payments, and the consideration, in the contract. Your complainants in order to secure the contract and cancel the mortgage made certain cash payments not secured by the said mortgage.

Fourth, That complainants made payments in accordance with the terms of said contract until the last few months and the reason for the cessation of payments was that certain defects of the machine

were being taken up with defendant's representative, who promised to have them rectified, but failed to do so. These defects were the result of no fault on the part of complainants and said defendant was in duty bound to remedy them and as soon as this is done your complainants stand ready to make the payments as stipulated in said contract and comply with all of the terms thereof, and have tendered said amounts provided such defects were remedied. And your complainants now tender the same.

Fifth. Complainants further aver that if said property is sold in accordance with said foreclosure notice or otherwise the injury and damage will be irreparable, defendant being a non-resident of said County, and so far as your complainants know owns no property in said County and State out of which a money judgment could be collected, and service could not be made on said defendant, which would necessitate complainants filing suit in some other jurisdiction it having no agent in Baldwin County, Alabama, upon whom process could be served.

Wherefore, the premises considered, your complainants pray that said defendant, its agents, attorneys, employees or representatives, be enjoined and restrained from proceeding with said sale of said machine, and that such other and further relief be granted as to this Honorable Court may seem meet and proper.

The defendant, Intertype Corporation, is required to answer every allegation of the foregoing complaint but not under oath. Oath is hereby expressly waived.

Mary Smith
Attorneys for Complainants.

State of Alabama
County of Baldwin.

Before me, Charles Lenoir, a notary public in and for said County and State, personally appeared Thomas Vail, who being duly sworn states that he has read the within and foregoing Bill of Complaint, and that he knows the contents thereof and the facts stated therein are true, except as to matters which are stated to be on information and belief and as to these matters he is informed and believes them to be true.

Sworn to and subscribed before me this December 10, 1926.

Chas. Lenoir
Notary Public Baldwin County,
Alabama.

Thomas Vail

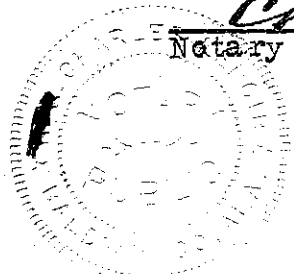


Exhibit A -

The State of New York,
County of New York.

Whereas P. W. Sharp and A. O. Huff did on October 20, 1922 execute to the Intertype Corporation a mortgage upon one 2-letter rebuilt Intertype or typesetting machine, of the manufacture of the said Intertype Corporation, known as Serial Number 3769, which mortgage is of record in the Probate Court of Baldwin County, Alabama, in Record Book No. 27 of Mortgages, pages 377-378 and 379, to secure a certain debt and other obligations, and whereas there is an unpaid balance of principal and interest of \$2997.50 evidenced by the notes secured by said mortgage, and in addition thereto an open account of \$83.86 due by said Sharp and Huff to the said Intertype Corporation;

And whereas Thomas Vail and desire to obtain from the said Intertype Corporation hereafter the interest of the said Intertype Corporation in the said machine:

Now, therefore, in consideration of the premises and of the mutual agreements herein contained, it is agreed between the said Intertype Corporation and the said Thomas Vail and as follows:

That the said Thomas Vail and will pay to the said Intertype Corporation in cash the sum of \$83.86 in full settlement of the claim due to the said Intertype Corporation on the open account, and not secured by said mortgage or mortgage notes, and the said Thomas Vail and will also pay to the said Intertype Corporation in cash the further sum of \$300.00, and will on the 24th day of June 1924, pay to the said Intertype Corporation the sum of fifty dollars with interest thereon at 6% per annum from May 24, 1924, and will on the 24th day of each succeeding month thereafter pay to the said Intertype Corporation the sum of fifty dollars with interest thereon at the rate of 6% per annum until fifty three of said monthly instalments of fifty dollars and interest and a fifty fourth monthly instalment of \$47.50 shall have been paid to the said Intertype Corporation, making a total of \$2997.50 and interest aforesaid to be paid to the said Intertype Corporation by the said Thomas Vail and... in addition to the said open account of 483.86. The said \$83.86 of open account and the said \$300.00 cash payments, are to be paid immediately.

Said Thomas Vail and..... also agree that at any time the said Intertype Corporation requests the same, they will execute and deliver to the said Intertype Corporation notes evidencing the said instalments which are unpaid, such notes to be as additional security?

Should the said Thomas Vail and be at any time for thirty days in default in the payment of any of said instalment payments, then all payments which they may theretofore have made hereunder shall be treated as, and shall be, rent for the use by the said Thomas Vail and of the interest of the said Intertype Corporation in said machine; but should said default occur, and should the said Thomas Vail and make the payments to the said Intertype Corporation as above provided, then the said Intertype Corporation will execute and deliver to the said Thomas Vail and..... a quit claim bill of sale of all right, title and interest of the said Intertype Corporation in the said machine. This instrument is a New York contract executed in New York City and therefore delivered.

In witness whereof, we hereunto set our hands this the 28th day of May 1924.

Mortgage Sale.

Under and by virtue of the power of sale contained in that certain mortgage given to the undersigned, the Intertype Corporation, by P. W. Shap and Arthur O. Huff on the 20th. day of October, 1922, and recorded in Mortgage Book Number 27, at pages 377, 378 and 379 of the Probate Records of Baldwin County, Alabama, and default having been made in the payment of the indebtedness secured by said mortgage, and said default continuing, the undersigned mortgagee will proceed to sell at public outcry, during the legal hours of sale, in front of the Baldwin County News office, in the town of Foley, Alabama, on Monday December 13, 1926, the following described property, to wit:

One two-letter rebuilt Intertype or typecasting machined, known as Intertype Serial No. 3769.

This property is now being used by the Baldwin County News, and the sale is being made for the purpose of paying the indebtedness due on said mortgage, interest and attorney's fees.


Intertype Corporation,
Mortgagee.

W. H. Hawkins,
Attorney for Mortgagee.

To the Register of Circuit Court in Equity at Bay Minette, Alabama.

Upon the complainants entering into bond, with security, in the sum of Four thousand dollars, payable to and approved by you, and conditioned according to law; let an injunction issue according to the prayer of the Bill.

This December 11, 1926.



Judge Circuit Court Baldwin
County, Alabama.

THE STATE OF ALABAMA,

Baldwin

County.

CIRCUIT COURT, IN EQUITY.

To any Sheriff, of the State of Alabama—GREETING:

We command you that without delay you execute this Writ, and due return thereof how you have executed the same make to us immediately.

To Intertype Corporation,

WHEREAS, Thomas Vail and Robert Vail

has this day filed a Bill of Complaint in said Court against

Intertype Corporation,

praying, among other things, that the said defendant, its agents, attorneys,

employees or represenatives, be enjoined and restrained from proceeding with said sale of two faced type casting machine serial number 3769, described in complaint as 2 letter rebuilt intertype or casting machine known as intertype Serial number 3769.

And whereas, on said Bill of Complaint being exhibited to the Hon. John D. Leigh,

Judge of the Circuit Court of Baldwin County, of the State of Alabama, on the

11th day of December 1926,

he did order that, upon Complainant entering into bond, with sureties, in the sum of Four thousand Dollars,

payable to the Defendant and approved by the Clerk of this Court, and conditioned according to law, a Writ of Injunction issue out of said Court, according to the prayer of said Bill; and whereas, bond has been given, as required by said order.

These, therefore, are to command and strictly enjoin you from selling above dscribed one 2 letter rebuilt intertype or type casting machine, known as intetype Serial number 3769.

until further order of this Court. And this you will in nowise omit, under penalty.

WITNESS, T.W. Richerson, as Clerk of said Court, at office, in

Bay. Minette Alabama, this 11th day of December 19 26

T.W. Richerson Clerk.

3 Assignments

No.

CIRCUIT COURT, IN EQUITY.

Robert Vail and Thomas

Vail

vs.

Intertype Corporation.

Received in office on this the 11th
day of Dec 1926.

W.R. Stuart
Sheriff.

Executed by serving a copy of the

within Writ of Injunction upon.....

W.H. Habington
as attorney for
Intertype Corporation

on this the 11th day of

November 1926

W.R. Stuart
Sheriff.