

824

The State of Alabama,
Baldwin County.

Circuit Court of Baldwin County, In Equity.

To any Sheriff of the State of Alabama—GREETING:

WE COMMAND YOU, That you summon Harry H. Parker

of Baldwin County, to be and appear before the Judge of the Circuit Court of Baldwin County, exercising Chancery jurisdiction, within thirty days after the service of Summons, and there to answer, plead or demur, without oath, to a Bill of Complaint lately exhibited by E. A. Anderson.

against said Harry H. Parker

and further to do and perform what said Judge shall order and direct in that behalf. And this the said Defendant shall in no wise omit, under penalty, etc. And we further command that you return this writ with your endorsement thereon, to our said Court immediately upon the execution thereof.

WITNESS, T. W. Richerson, Register of said Circuit Court, this 2nd day of

July 192 9.

T. W. Richerson Register

E. A. ANDERSON,
Complainant,

vs

HARRY H. PARKER,
Defendant.

(IN THE CIRCUIT COURT OF
{ BALDWIN COUNTY, ALABAMA.
{
{ EQUITY SIDE.
{

Comes the Defendant and for answer to the bill of complaint for discovery heretofore filed in the above cause states as follows:

That he admits the execution and delivery to E. A. Anderson on or about July 20, 1928, a certain promissory note in the sum of Fifty-two Dollars, payable sixty days from the date thereof, and which the Defendant promised to pay all cost or collecting or securing, or attempting to collect or secure said note, including a reasonable attorneys fee, and waived all of his right of exemption under the laws of the State of Alabama or any other State; that he gave as collateral security for said note the accounts of the Mutual Telephone Company;

That he was served with notice of a suit pending in the Justice Court of A. L. West, at Fairhope, but was not present on the date of trial, and has no knowledge as to the amount of the judgment entered, or as to attorneys fees and cost;

That he has no knowledge of any execution having been issued in said cause;

That he was, on the date of the execution and the delivery of the promissory note described in the above cause, on to-wit, July 20, 1928, the owner of the Mutual Telephone Company of Baldwin County, Alabama, a concern operating a telephone system with poles, wires and instruments, in the Southern part of Baldwin County, Alabama, and then and there pledged the accounts due such Company for services to secure the payment of such note;

That the Defendant most positively denies that he has held and carried, or does hold and carry, any property of any description, either real or personal, in the name of any other persons whomsoever.

That neither on to-wit, July 20, 1928, nor at any other time since that date did he, or is he using the name of any other person whomsoever for any purpose whatsoever.

And the Defendant further answering to the complainants bill of complaint for discovery says that long before the execution of the note described in this cause he had executed a note to the Loxley State Bank of Loxley, Alabama, on which note he gave as collateral security all the properties of the Mutual Telephone Company of Baldwin County, Alabama; (That the collateral security given on the note in this cause was the accounts due the said Telephone Company and not the properties thereof); that judgment was entered against him in the Justice Court of Hon. A. N. Hayselden, Justice of Peace, Precinct 14, Foley, Baldwin County, Alabama, on the said note given to the Loxley State Bank, and execution issued against him thereof, and the properties of the Mutual Telephone Company of Baldwin County, Alabama, were sold at Foley, Baldwin County, Alabama, and Frank W. Walker became the purchaser thereof, and that the said Frank W. Walker is now the owner of all the properties of the Mutual Telephone Company of Baldwin County, Alabama, by virtue of his purchasing the said properties at said execution sale.

Harry H. Parker
DEFENDANT
Beck & V. H. Lee
ATTORNEYS FOR DEFENDANT

C. A. Anderson

vs.

Harry H. Parker

In Circuit Court
of Baldwin County Ala
In Equity

Motion

Now comes Complainant
by his attorney Edward P. Totten
and moves that Defendant
be required to answer ~~the~~ his
 oath, the Bill for Discovery
filed herein.

Dated August 7th, 1929

Edward P. Totten
Attorney for Complainant

STATE OF ALABAMA
COUNTY OF BALDWIN

IN CIRCUIT COURT
IN EQUITY

E. A. ANDERSON, Complainant,

vs.

BILL OF COMPLAINT FOR DISCOVERY

HARRY H. PARKER, Defendant.

TO THE HONORABLE F. W. HARE, JUDGE OF SAID COURT:

Complaining of the Defendant above named, your Orator respectfully shows unto the Court that the said Defendant is a resident of the county of Baldwin and is over the age of 21 years;

That heretofore on, to-wit: the 20th day of July, 1928, for a valuable consideration moving from this complainant, the Defendant executed and delivered to him a certain promissory note, in writing, wherein he promised to pay, sixty days from the date thereof, unto Complainant, the sum of Fifty Two Dollars, and that the said Defendant did not pay the said note when it became due; that in and as a part of said note the Defendant promised, further, to pay all costs of collecting or securing or attempting to collect or secure said note, including a reasonable attorney's fee, and as to such indebtedness waived all his right of exemption under the constitution and laws of Alabama, or any other state; that, as a part of said note and to secure the payment thereof, the Defendant granted, bargained, sold and conveyed to this Complainant the Telephone Accounts of the Mutual Telephone Company;

That heretofore on, to-wit: the 25th day of October, 1928, after the said note became due and was still unpaid, such proceedings were had in the Justice Court of A. L. West, at Fairhope, in the Tenth Precinct of Baldwin county, in a legally instituted action on such note, that a judgment was rendered and entered therein, in favor of this Complainant and against the Defendant herein, for the sum of Seventy Five and thirty five hundredths dollars (\$75.35) inclusive of attorney's fees and costs of court, and that subsequently thereto the said Defendant promised to pay such judgment in full and did, thereafter, pay on such judgment the sum of \$7.50 and no more;

That thereafter on, to-wit: the 8th day of January, 1929, an execution was lawfully and properly issued out of the Justice Court aforesaid and delivered to the Sheriff of Baldwin County, Alabama, directing him to make the sum due on such judgment out of the property of the Defendant, Harry H. Parker, within the county of Baldwin, and that on the 15th day of June, 1929, said execution was returned by the Sheriff to such Justice Court with the following endorsement, viz.- "No property found in Baldwin county for Harry Parker.";

That at the time of the execution and delivery of the promissory note aforesaid, on to-wit: the 20th day of July, 1928, and at sundry other times, the Defendant, Harry H. Parker, represented himself to be the owner of The Mutual Telephone Company, of Baldwin county, Ala., a concern operating a telephone system, with poles, wires and instruments, in the southern part of Baldwin county, and then and there undertook to sell and pledge the accounts due such Company for services to secure the payment of such note;

That, for the purpose of defrauding his creditors and preventing or hindering the collection of their just debts, the said Defendant, Harry H. Parker, has held and carried, and does hold and carry certain of his property, real and personal, in the names of various persons unknown and, for the specific purpose of preventing the collection of Complainant's judgment, is still so doing with his property in Baldwin county;

That, although on July 20th, 1928, the said Harry H. Parker represented to Complainant that he was the owner of the said Mutual Telephone Company and then and there sold and conveyed the accounts thereof for the securing of such promissory note given by him, the records of Baldwin county do not show that Harry H. Parker had any right or title whatever to said Company or its property, or any interest therein, or claim thereon, and Complainant alleges the fact to be that he was then, and is now, using the name of some other person or persons unknown to cover up and hide from his creditors the ownership of the stock, assets or equipment and property of the said Mutual Telephone Company.

The premises considered, Complainant prays that your Honor will take jurisdiction of the cause made by this bill of complain~~ant~~ and that, by proper process issuing to him from this Court, the Defendant, Harry H. Parker, may be made party respondent hereto and be required to answer, under oath, the charges herein made against him respecting the handling and disposal of his property, real and personal, in Baldwin county, Alabama, and may further be cited and required to be and appear personally for examination, in open court, touching all of the matters alleged in this bill of complaint;

Complainant prays that, upon the final hearing of this cause the said Defendant may be required to disclose all of his property, real or personal, in which he may have or claim an interest, legal or equitable, where such property is or may be found and in whose name or in whose possession any such property, legal or equitable, may be found, and that, upon such discovery, Complainant have the order and decree and judgment of this Court subjecting all of such property, or so much thereof as may be necessary, to the payment of the judgment of Complainant against Defendant aforesaid, with legal interest, for all of Complainant's lawful charges and disbursements in and about the collecting of the amount due him, including reasonable attorney's fees of not less than thirty dollars, and for all costs of Court, and for such other, further or different relief as may in good conscience and equity be due to Complainant from the Defendant in the premises.

Dated July 1st, 1929.


EDWARD E. TOTTON
Solicitor for Complainant

(Fairhope, Ala.)

2nd Original

SERVE ON

Circuit Court of Baldwin County
In Equity.

No.

SUMMONS

E.A. Anderson

RECORDED

vs.

Harry H. Parker

Tanhope or Foley

Edward P. Totten

Solicitor for Complainant

Recorded in Vol. Page

THE STATE OF ALABAMA,
BALDWIN COUNTY

Received in office this 2nd

day of 2nd July 1929

C. Brown

Sheriff.

Executed this 2nd day of

July 1929

by leaving a copy of the within Summons with

Harry Parker

the

Defendant.

C. Brown

Sheriff.

By

Deputy Sheriff.

RECORDED

Friend any/109
J. W. Miller
Piquette