

LEO T. BARBER and  
FLORENCE P. BARBER,

Complainants,

vs.

A. M. DECODRES,

Defendant.

IN THE CIRCUIT COURT

OF

BALDWIN COUNTY, ALABAMA.

IN EQUITY.

NOTICE OF PENDENCY OF BILL OF COMPLAINT TO QUIET TITLE.

To A. M. DeCoudres whose last known post office address was 712 Clark Street, Evanston, Illinois, and to all other persons interested in said matter.

Notice is hereby given that Florence P. Barber and Leo T. Barber did on the 24 day of July, 1929, file in the Circuit Court of Baldwin County, Alabama, in equity, a Bill to quiet title to the lands hereinafter described against A. M. DeCoudres, whose last known post office address was 712 Clark Street, Evanston, Illinois, alleging and claiming in the said Bill that they are the owners of and are in the actual and peaceable possession of the following described lands, situated in the County of Baldwin, State of Alabama, to-wit:

The Northeast quarter of Southwest quarter, South half of Southwest quarter and Northwest quarter of Southeast quarter of Section twenty-five, Township four South, Range five East;

East half of Northwest quarter of Section thirty-five, Township four South, Range five East;

All of Section one;

Southeast quarter of Northeast quarter, West half of Northeast quarter, East half of Northwest quarter, East half of Southwest quarter and Southeast quarter of Section Two;

Southwest quarter of Northeast quarter, West half of Southeast quarter and West half, (except ten

acres described as follows: Beginning at the one-half Section point on the North boundary line of Section three, Township five South, Range five East, Baldwin County, Alabama, run West ten chains to a stake; thence South ten chains to a stake; thence East ten chains to a stake on the one-half Section line; thence North ten chains to place of beginning; containing ten acres and being in Section three, Township five South, Range five East, Baldwin County, Alabama) of Section three;

Southwest quarter, South half of Northwest quarter and East half of Section four;

West half of East half and West half of Section five;

Southeast quarter, Southwest quarter of Northeast quarter, East half of Northwest quarter, Southwest quarter of Northwest quarter and Northwest quarter of Southwest quarter of Section six;

Northwest quarter of Northeast quarter of Section eight;

Northwest quarter of Section twelve;

All in Township five South, Range five East.

And further alleging that A. M. DeCoudres claims some right, title or interest in lien or encumbrance upon the said lands, or some part thereof, and also alleging that there is no suit pending to test the validity of the right, title or interest, lien or encumbrance of the said A. M. DeCoudres, or to test the validity of the Complainant's title in and to the said lands and calling upon the said A. M. DeCoudres to set forth and specify what right, title, claim, interest, lien or encumbrance upon the said lands, or any part thereof, he has, and how and by what instrument the same was created or derived.

And the Bill of Complaint prays that A. M. DeCoudres be made a party Defendant thereof and be required to plead, answer or demur within the time and under the penalties prescribed by law and the practice of the Honorable Court.

And it further prays that upon the final hearing of

the cause, the said Court will make and enter a decree quieting the title to the said lands in the said Complainants against the said A. M. DeCoudres and decree that the said A. M. DeCoudres has no right, title or interest in, claim or demand in or to, lien or encumbrance upon the said lands, or any part thereof.

Witness this the 24 day of July, 1929.

Beebe & Hall  
Attorneys for Complainants.

Original of the foregoing notice  
of pending suit filed in the office  
of the Judge of Probate for record  
and recording paid this July  
24, 1929

Beebe & Hall  
Attorneys for Complainants

LEO T. BARBER and  
FLORENCE P. BARBER,

Complainants,

vs.

A. M. DECOUDRES,

Defendant.

IN THE CIRCUIT COURT

OF

BALDWIN COUNTY, ALABAMA.

It being made to appear in the above styled cause from the affidavit of W. C. Beebe, Attorney for the Complainants that A. M. DeCoudres, Defendant to the said Bill of Complaint, is a non resident of the State of Alabama, who resides at and whose post office address is 712 Clark Street, Evanston, Illinois; that in the belief in the certify said Defendant is over the age of twenty-one years.

It is therefore ordered, adjudged and decreed that the said A. M. DeCoudres, Defendant in the said cause appear in this Court and plead, answer or demur to the Bill of Complaint therein before the 24 day of August, 1929, lest on his failure to so do at the expiration of thirty days from said date, a decree pro confesso be taken against him.

And it is further ordered, adjudged and decreed that the Register of this Court have this order published forthwith in the Baldwin Times, a newspaper published at Bay Minette, Baldwin County, Alabama, once a week for four consecutive weeks and that he post a copy of this order at the Courthouse door of Baldwin County, Alabama, within the time required by law, and that he send a copy of this order to the said Defendant, addressed to him at the aforesaid address by registered mail, postage prepaid, marked for delivery to addressee only.

Made and entered this the 24th day of July,

1929.

T W Register  
Register.

Copy this order delivered to Published Pressing  
Times, Copy posted at Court house door at Bay  
minute and copy sent by registered mail  
postage prepaid, Return Receipt requested  
addressed to A. M. McCausres, 712 Clark St  
Evansville, Illinois, for delivery to addressee  
only, This July 24, 1929

T W Register  
Register

LEO T. BARBER, et al,  
Complainants,

vs

A. M. DeCOUDRES,  
Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

IN EQUITY.

No. 831.

Comes the Complainants in the above styled cause and moves the Court that the said cause be set down for hearing on demurrer to the original bill of complaint on to-wit, the 10th., day of September, 1929.

Beebe Hall  
SOLICITORS FOR COMPLAINANTS.

We hereby accept service of notice of this motion and consent that said cause be set down for hearing on demurrer Sept 10, 1929

S. Jenkins  
+  
Jesse T. Hogan  
Solicitors for defendant.

<sup>3</sup> RECORDED  
Motion for leave  
on demurrer

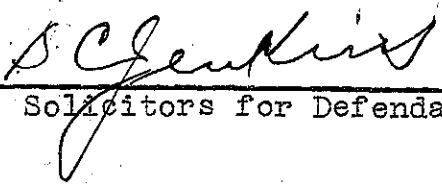
Filed Aug 30, 1929  
D. W. McInnis  
Register

Leo T. Barber, and  
Florence T. Barber,  
Complainants,  
vs.  
A. M. Decoudres and  
John Brasy,  
Defendants.

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

Come the defendants, A. M. Decoudres and John Brasy,  
the defendants in the above styled cause, by and through their  
solicitor of record, and file to the bill of complaint the following  
grounds of demurrer:

1. The bill of complaint is without equity.
2. There is no equity in the complainant's bill of  
complaint.
3. The allegations of the bill of complaint are  
insufficient to establish an equitable right against the defendants.
4. The allegations of the complaint relative to the  
ownership of property involved in the suit by the complainants are  
too vague, and indefinite to show sufficiently the claim of the  
complainants or to warrant their bringing this suit.

  
Solicitors for Defendants.



December

Filed Oct 7/930  
T W Ransom  
Alger

LEO T. BARBER and FLORENCE P. BARBER.

THE STATE OF ALABAMA,  
BALDWIN COUNTY

vs.

A.M. DeCoudres

IN EQUITY,  
CIRCUIT COURT OF BALDWIN COUNTY.

This cause is submitted in behalf of Complainant upon the original Bill of Complaint,.....  
Amended Bill, Final Decree on the Pleadings and agreed Statement..  
of facts., decree rendered January 8th., 1931, Acknowledgement....  
by Defendant, A.M. DeCoudres of payment in full of monies pay-....  
able under said decree, and decree pro confesso against John.....  
Brasy

and in behalf of Defendant upon.....

*J. W. Reimann*  
Register.

Leo T. Barber et al.....

THE STATE OF ALABAMA,  
BALDWIN COUNTY

De- vs,  
A.M. DeCoudres, et al,

IN EQUITY,  
CIRCUIT COURT OF BALDWIN COUNTY.

This cause is submitted in behalf of Complainant upon the original Bill of Complaint,.....

-2-

A.M. De Coudres,  
and in behalf of Defendant upon.....  
and cross bill,  
3. Tax deed made to respondent A.M. De Coudres, attached to answer  
and cross bill and marked Exhibit "A" as an exhibit to the answer and  
cross bill.  
2. Agreed statement of fact entered into by and between the.....  
Complainants and cross respondents and the respondent and cross  
complainant, and documentary evidence attached thereto and marked  
Exhibit "A" "B" and "C" to the agreed statement of fact. Register.  
5 Amendment to answer & cross bill.

*J. W. Reimann* Register

No. 831

THE STATE OF ALABAMA  
BALDWIN COUNTY

IN EQUITY,  
CIRCUIT COURT OF BALDWIN COUNTY.

Leo T. Barber and  
Florence P. Barber

VS

A.M. DeCoudres

NOTE OF TESTIMONY

Filed in Open Court this 23rd  
day of March 1923

D. M. [Signature]  
Register

MOORE PTG CO

No. 831

THE STATE OF ALABAMA  
BALDWIN COUNTY

IN EQUITY,  
CIRCUIT COURT OF BALDWIN COUNTY.

Leo T. Barber et al

VS

A.M. De Coudres et al,

NOTE OF TESTIMONY

Filed in Open Court this 21st  
day of October 1930

[Signature]  
Register

MOORE PTG CO

VS

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

Complainants' note of evidence.

1. Ammended bill of complaint.

3. Answer of A. M. DeCoudres, defendant.

5. Agreement of counsel and exhibits attached thereto, as

6. Complainants motion to exclude testimony of G. W. Hump-

Porter  
Register

Barker  
vs

McCannan

Complaints  
note of evidence

Filed Oct 28th/1930

T W Richmond  
Register

Leo T. Barber et al

vs.

John Brasey et al.

CIRCUIT COURT OF  
Baldwin County.

IN EQUITY.

In this cause it being made to appear to the Register that on the 17th  
day of March 19230, a copy of the Bill of Complaint filed in this cause was  
sent to John Brasy, 4741 Western Ave. Chicago, Ill.

Defendant, by registered mail, postage prepaid, marked "For delivery only to the person to whom  
addressed," and return receipt demanded addressed to the Register of this Court; and that on the  
21st day of March 19230, such receipt was duly  
received and filed in this cause:

And it further appearing to the Register that the said Defendant has failed to plead, answer  
or demur to the said Bill to the date hereof, it is now, therefore, on motion of Complainant, ordered,  
adjudged and decreed by the Register that the said Bill of Complaint be, and it hereby is in all  
things taken as confessed against the said

Defendant

This the 29th day of Sept 19230

Register.

2

**In Equity.**

Leo T. Barber et al.

**VS.**

John Brasy et al.

**Decree Pro Confesso After  
Notice By Registered Mail.**

29th

ed in office this \_\_\_\_\_ day of

29th

192

# Register

Entered in O. B. ----- Page

[illegible]

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Leo T. Barber, et al., :  
Complainants, :  
 :  
-vs- :  
 :  
A. M. DeCoudres, :  
Respondent. :  
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IN THE CIRCUIT COURT OF BALDWIN  
COUNTY, ALABAMA.  
IN EQUITY.

BRIEF IN REPLY TO REPLY BRIEF OF MESSRS. BEEBE & HALL.

It is our purpose to comment briefly on the argument made by the solicitors for the complainants in this cause.

The solicitors for the complainants make this statement:

"The probate court as to the sale of lands is a court of limited and statutory jurisdiction so that all jurisdictional facts must be on the record. If the record is silent its decree falls."

Among other cases cited by the solicitors for the complainants is that of Gilliland vs. Armstrong, 196 Ala. 513, 71 So. 700. The fourth headnote in that decision reads as follows:

"The power of the probate court in proceedings for the sale of property for delinquent taxes is limited and statutory, and to sustain its judgment the record, in the absence of other proof of the regularity of the proceedings that went before, should show the facts essential to its jurisdiction."

In the body of the decision Mr. Justice Sayre made this statement:

"Underlying the entire proceeding was the fact that the power of the probate court in proceedings for the sale of property for taxes was limited and statutory, and on familiar principle, to sustain its judgment, the record, in the absence of other proof of the regularity of the proceedings that went before, should have shown the facts essential to the exercise of its jurisdiction."

Our opponents have cited numerous other cases, most of



which are to the effect that where the tax assessor fails to report his inability to collect taxes assessed against the land or the owner without a sale of the land the tax sale will be held void because this report is held an essential prerequisite of jurisdiction to an order of sale. We cannot agree that these cases are applicable to the present situation because in the agreed statement of facts it is agreed that G. W. Humphries would testify that he delivered a list of the delinquent taxpayers to the probate court and that he then reported his inability to collect the taxes assessed against the land noted in the list of delinquents or the owners without a sale of the land. It would therefore appear that the very cases cited by our opponents are authority for our position. If we had made no proof that this report had been made by the tax collector, the gentlemen on the other side might be heard to complain, because the cases have held that this report is jurisdictional and that the record, in the absence of other proof of the regularity of the proceedings that went before, should show the facts essential to the exercise of its jurisdiction. Gilliland vs. Armstrong, supra.

The Act of 1915 shows that the books and records belonging to the office of the judge of probate, tax collector, or tax assessor are prima facie evidence only of the facts stated therein. (See General Acts of 1915, page 474, par. 238).

The case of Morris vs. Waldrop, 213 Ala. 435, 105 So. 172, sets out the prerequisites of a valid tax sale. They are

(1) the assessment, (2) the report of the tax collector of the failure to collect and that of delinquency, (3) the decree of sale predicated thereon, (4) due notice to the owner by publication or otherwise, (5) the evidence of service of notice made on the owner of sale, (6) the report of sale and the purchase of the property, etc. In this case Mr. Justice Thomas said: "There was no irregularity in the reports by the tax collector, notice of sale, etc., that of the judge of probate, and the conduct of the sale by and in the presence of said officials or their deputies in attendance on the sale. . . . The affairs of a great county cannot be effectively conducted otherwise than shown by the evidence to have been done as to sale on the part of the tax collector and the judge of probate and their respectively duly accredited and authorized deputies for the discharge of the duties in the premises."

The decision in *Morris vs. Waldrop*, supra, is also authority to the effect that parol evidence may be offered in cases in which tax titles are involved. In that case the parol evidence explained the description in the assessment, and we respectfully submit that if such explanation could be orally given it is clear under the authorities which we have previously discussed the report of the tax collector might be shown by parol. Indeed, our learned opponents say, in speaking of the report to be made by the tax collector: "The manner (of) making the report is not provided by the statute, but however made, whether oral or in writing, the fact of such report must af-

firmatively appear on the record." We respectfully submit that on the agreed statement of facts and the exhibits attached thereto there is shown in this record the fact that the report was made.

The solicitors for the complainants also state: "The agreed state of facts shows that the complainants have been in the continuous adverse possession of the land for more than ten years preceding the filing of the bill of complaint." We have examined the agreed statement of facts carefully and we can find no authority whatever for this statement. We respectfully direct the attention of the Court to paragraph 1 of the statement of facts. That paragraph is an admission by all parties concerned that the complainants have mesne conveyances from the United States Government, . . . "that the complainants are in the peaceable possession of the lands and that they and those through whom the claim had been in such possession continuously since the first day of October, 1914." There is nothing in this statement to show that they have held adversely to the respondent or to anyone else, nor is there anything in the agreed statement of facts to show that the respondent has recognized the right or claim of the complainants to the land.

We are much surprised at the attempt on the part of the solicitors for the complainant to persuade the Court the defendant is entitled only to eight per cent interest on the purchase money and taxes subsequently paid. We are frank to say that as a result of our discussion of the facts in this case with opposing counsel we thought the only question left for the

determination of this Court was whether the rate of interest was to be twelve or fifteen per cent and whether a fee should be paid the solicitors for the respondent. We do not believe that counsel for the complainants seriously contend that the defendant is only entitled to eight per cent on the amounts expended by him in connection with this purchase at the tax sale.

The gentlemen representing the complainants have endeavored to argue that we are making no bid for the land but that we are asking only that we be given the money justly owed us. It is true we have stated in the agreed statement of facts that if the money decree which it has been agreed by the counsel for the opposing parties should be entered is not paid by a certain date then our client is to have the lands, but, because our client has stipulated he is to be paid the amount which this Court shall determine is justly owed him, it does not follow he has relinquished all claim to the land. Rather, we have kept our hands on the land, so to speak, because we have stipulated if we do not get the money we shall have the lands.

The Court will have our first brief before it and we do not wish to argue again the thoughts advanced in that brief. In conclusion, we wish to state again, however, that DeCoudres is a cross-complainant and that even though Barber should endeavor to dismiss his bill DeCoudres' cross-complaint would still remain before the Court. We wish to repeat that we are making a bid for the lands if we cannot have the money which under the terms of our agreement the Court will decree is due

DeCoudres, and, finally, we respectfully insist that our client is entitled to fifteen per cent on all amounts expended by him and a reasonable attorney's fee to be awarded us by this Court.

Respectfully submitted,

Stevens, McCorvey, McLeod, Goode & Turner,

By

Rogers  
S. C. Jenkins  
Solicitors for the Respondent and Cross-Complainant.

We hereby certify that we have on this the 15<sup>th</sup> day of December, 1930, mailed a copy of this brief to Messrs. Beebe & Hall at Bay Minette, Alabama.

Stevens, McCorvey, McLeod, Goode & Turner,

By

Rogers  
S. C. Jenkins  
Solicitors for the Respondent and Cross-Complainant.

LEE T. BARBER and FLORENCE  
P. BARBER,  
Complainants,

vs.

A. M. DeCOUDRES and JOHN  
BRASY,  
Respondents.

No. \_\_\_\_\_

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

Comes the Respondent and Cross Complainant, A. M. DeCoudres, and amends his Answer and Cross Bill by adding in his Prayer for Relief immediately after the words "in the Bill of Complaint as last amended", and immediately before the words "and this respondent and cross-complainant", the following: "and this respondent and cross complainant further prays that if this Honorable Court should determine that the cross complainant and respondent is entitled to the lands made the subject of this suit, your Honor will enter a decree to that effect in his favor quieting his title against the complainant and cross respondent, Lee T. Barber and Florence P. Barber, and the respondent and cross complainant further prays that if this court shall determine he is not entitled to a decree awarding him the lands made the subject of this suit, that then this Honorable Court will determine on the agreed statement of fact entered into by and between the solicitors of record of the complainant and cross respondent and cross complainant and respondent the amounts which he has paid as taxes, together with the interest due him thereon, and that this Honorable Court will further award in addition to the purchase price, taxes, interest and court costs, a reasonable attorney's fee to the respondent and cross complainant."

Respectfully Submitted,

B. Jenkins

STEVENS, McCORVEY, McLEOD, COODE & TURNER,

By C. M. Rodgers

Cory

Filed Oct 20/93  
T. M. M. M.  
Rogers

TO THE HONORABLE F. W. HARE, JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA:

Comes Leo T. Barber and Florence P. Barber, and humbly complaining against A. M. DeCoudres, respectfully shows unto your Honor as follows:

FIRST:

That your Complainants are each over the age of twenty-one years and residents of Moultrie, Georgia; that the said A. M. DeCoudres is over the age of twenty-one years and a resident of Cook County, Illinois, his post office address being 717 Clark Street, Evanston, Illinois,

SECOND:

That your Complainant are the owners of and are in the actual, peaceable possession of the foregoing described lands, situated in the county of Baldwin, State of Alabama, ever claiming to own the same, to-wit:

The Northeast quarter of Southwest quarter, South half of Southwest quarter and Northwest quarter of Southeast quarter of Section twenty-five, Township four South, Range five East;

East half of Northwest quarter of Section thirty-five, Township four South, Range five East;

All of Section one;

Southeast quarter of Northeast quarter, West half of Northeast quarter, East half of Northwest quarter, East half of Southwest quarter and Southeast quarter of Section two.

Southwest quarter of Northwest quarter, West half of Southeast quarter and West half, (except ten acres described as follows: Beginning at the one-half section point on the North boundary line of Section three, Township five south, Range five East, Baldwin County, Alabama, run West ten chains to a stake; thence South ten chains to a stake on the one-half Section line; thence North ten chains to place of beginning, containing ten acres and being in Section three, Township five South, Range five East, Baldwin County, Alabama.) of Section three; Southwest quarter, South half of Northwest quarter and East half of Section four;

West half of East half and West half of Section five;

Southeast quarter, Southwest quarter of Northeast quarter, East half of North west quarter, Southwest quarter of Northwest quarter and Northwest quarter of Southwest quarter of Section six;

Northwest quarter of Northeast quarter of section eight:

Northwest quarter of Section twelve;

All in Township Five South, Range Five East.



THIRD:

That the said defendant claims or is reputed to claim some right, title or interest in, or encumbrance upon the above described lands, or some part thereof, and your Complainants call upon him to set forth and specify his title, claim, interest or encumbrance upon the same and how and by what instrument the same is derived and claimed.

FOURTH:

~~That~~ there is no suit pending to enforce or test the validity of Complainant's title to the said land, or to enforce or test the validity of the Defendant's right, title, or interest in or encumbrance upon the said lands, or any part thereof.

Wherefore Complainants pray this Honorable Court will take jurisdiction of the cause made by this Bill of Complaint and make the said A. M. DeCoudres a party defendant to this bill of complaint and by appropriate process require him to plead, answer or demur to the same within the time and under the penalties prescribed by law and the practice of this Honorable Court.

Complainants further pray that upon a final hearing of the cause made by this bill of Complaint, this Honorable will order and decree that the said defendant, A. M. DeCoudres has no right, title or interest in, or encumbrance upon the said lands, or any part thereof, and that the title to the said property be quieted and established in these Complainants as against the said A. M. DeCoudres, and that the said A. M. DeCoudres be forever enjoined from asserting, or attempting to assert, from claiming, or attempting to claim any title or interest in lien or encumbrance upon said land, or any part thereof they shall be entitled to receive in the premises.

BEEBE & HALL

Attorneys for Complainants

FOOT NOTE:

That the Defendant is required to answer every allegation of the foregoing Bill of Complaint, paragraphs first to fourth, inclusive, but not under oath, oath being hereby expressly waived.

BEEBE & HALL

Solicitors for Complainants.

LEO T. BARBER and FLORENCE  
P. BARBER,

Complainants,

vs.

A. M. DeCOUDRES and  
JOHN BRASY,

Defendants.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

IN EQUITY.

This cause coming on to be heard, was submitted for final decree on the pleadings and agreed statement of facts, decree of this court rendered January 8, 1931, acknowledgment by defendant, A. M. DeCoudres, of payment in full of moneys payable under said decree, original bill as amended, and decree pro confesso against defendant, John Brasy, all as noted by the Register, and upon consideration thereof the court is of the opinion that the complainants are entitled to the relief prayed for.

It is therefore ORDERED, ADJUDGED AND DECREED that the defendants, A. M. DeCoudres and John Brasy, nor either of them, have any claim, right, title or interest in, or incumbrance upon the following described lands, nor any part thereof, in Baldwin County, Alabama, to-wit:

The Northeast quarter of Southwest quarter, South half of Southwest quarter and Northwest quarter of Southeast quarter of Section twenty-five, Township four South, Range five East;

East half of Northwest quarter of Section thirty-five, Township four South, Range five East;

All of Section one;

Southeast quarter of Northeast quarter, West half of Northeast quarter, East half of Northwest quarter, East half of Southwest quarter and Southeast quarter of Section two;

Southwest quarter of Northeast quarter, West half of Southwest quarter and West half (except ten acres described as follows: Beginning at the one-half section point on the North boundary line of Section three, Township five South, Range five East, Baldwin County, Alabama, run West ten chains to a stake; thence South ten chains to a stake; thence East ten chains to a stake on the one-half section line; thence North ten chains to place of beginning, containing ten acres and being in Section three, Township five South, Range five East, Baldwin County, Alabama) of Section three;

(page two)

Southwest quarter, South half of Northwest quarter  
and East half of Section four;

West half of East half and West half of Section five;

Southeast quarter, Southwest quarter of Northeast  
quarter, East half of Northwest quarter, Southwest  
quarter of Northwest quarter and Northwest quarter  
of Southwest quarter of Section six;

Northwest quarter of Northeast quarter of Section  
eight;

Northwest quarter of Section twelve;

All in Township five South, Range five East;

and that the title to the same is vested in the said Leo T. Barber  
and Florence P. Barber as against the said A. M. DeCoudres and  
John Brasy.

It is further ORDERED that the Register of this court  
within thirty days from the rendition of this decree file a certi-  
fied copy thereof in the office of the Probate Judge of Baldwin  
County, Alabama, for record therein, and that the cost thereof  
be taxed in the cost of this cause.

It is further ORDERED that the complainants pay the  
cost of this cause, for which execution may issue.

Done at Monroeville, in Monroe County, on this the  
26<sup>th</sup> day of March, 1931.

*F. W. Hare*

Judge of the Twenty-first Judicial  
Circuit of the State of Alabama.

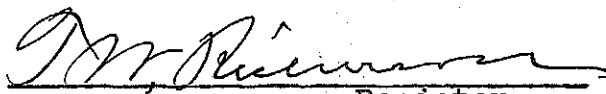
(page two)

STATE OF ALABAMA  
BALDWIN COUNTY

CIRCUIT COURT, IN EQUITY

I, T. W. Richerson, Register of said Circuit Court of said County, Alabama, do hereby certify that the above is a full, true and correct copy of the decree rendered by said Court on the 26th day of March, 1931, in the cause of LEO T. BARBER and FLORENCE P. BARBER, Complainants, vs. A. M. DeCOUDRES and JOHN BRASY, Defendants, as appears of record in said Court.

Witness my hand and the seal of said Court, this the 28th day of March, 1931.

  
Register.

LEO T. BARBER and FLORENCE

P. BARBER,

Complainants,

vs.

A. M. DeCOUDRES and JOHN

BRASY,

Defendants.

THE STATE OF ALABAMA PROBATE COURT

E. BALDWIN COUNTY

Filed in office this 28 day of March 1931

and duly recorded in Book No. 49, 228

pages 83-14; and I certify that

the same is a true and correct copy of the original

as the same was filed in the office of the Probate Court

on the 28th day of March 1931, and

that the same is a true and correct copy of the original

as the same was filed in the office of the Probate Court

on the 28th day of March 1931, and

that the same is a true and correct copy of the original

as the same was filed in the office of the Probate Court

on the 28th day of March 1931, and

that the same is a true and correct copy of the original

as the same was filed in the office of the Probate Court

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as the same was filed in the office of the Probate Court

on the 28th day of March 1931, and

that the same is a true and correct copy of the original

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on the 28th day of March 1931, and

that the same is a true and correct copy of the original

as the same was filed in the office of the Probate Court

on the 28th day of March 1931, and

that the same is a true and correct copy of the original

as the same was filed in the office of the Probate Court

on the 28th day of March 1931, and

that the same is a true and correct copy of the original

as the same was filed in the office of the Probate Court

CERTIFIED COPY OF DECREE

3-28-31

Filed March 28, 1931

T. W. Richerson

Register

T. W. Richerson  
3/28/31 10:45 am

85

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Leo T. Barber, et al., :  
Complainants, :  
 :  
-vs- :  
 :  
A. M. DeCoudres, et al., :  
Respondents. :  
-----

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

The undersigned, S. C. Jenkins and Stevens, McCorvey, McLeod, Goode & Turner, solicitors for the respondent A. M. DeCoudres, acknowledge receipt of the sum of \$8,728.69, being in full satisfaction of the interlocutory decree heretofore entered in this Honorable Court on January 8th, 1931, this amount having been paid within the period of sixty days specified in the said decree and under and in conformity with the said decree, the amount representing the payment of principal and interest on the said decree together with an additional amount for the taxes paid by A. M. DeCoudres on this property for the year 1930 subsequent to said decree.

The undersigned solicitors of record for A. M. DeCoudres acknowledge full and complete satisfaction of the terms of the decree and the subsequent indebtedness accruing to the said A. M. DeCoudres by reason of his having paid the 1930 taxes subsequent to the decree, and respectfully pray the Court to enter its final decree in accordance with the terms of the interlocutory decree heretofore rendered by this Court on January 8th, 1931, without further notice to the respondent A. M. DeCoudres.



Stevens, McCorvey, McLeod, Goode & Turner,

By 

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LEO T. BARBER and FLORENCE  
P. BARBER,  
Complainants,

VS

A. M. DeCoudres and JOHN BRADY,  
Defendants.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

IN SUIT NO. 1351.

This cause coming on to be heard is submitted for decree upon the pleadings, agreed state of facts and agreement as noted by the Register, and the same being considered by the Court; and it appearing that by the said agreement and agreed state of facts the Defendant, A. M. DeCoudres, is entitled to a decree for the amount of purchase price and taxes paid by him, together with interest as this Court shall determine he should be entitled to receive, and together with attorneys fee, if this Court should find that he is entitled to attorneys fee, and it appearing that the Complainants are entitled to a decree for said lands described in the bill of complaint if they shall pay such amount within sixty days from the date of a decree by this Court ascertaining and fixing the amount to be paid to the said A. M. DeCoudres, but if they shall fail to pay the same within such time the Defendant, A. M. DeCoudres, shall be entitled to a decree for said lands.

NOW WHEREFORE, the Court having considered the evidence and the agreed state of facts and the pleadings in said cause, is of the opinion that the Defendant, A. M. DeCoudres, is entitled to receive the sum of \$4,143.60 Dollars as purchase price and taxes paid by him on the lands described in the bill of complaint, together with 4,118.24 Dollars, being interest thereon at the rate of 15 percent from the date of payment, ~~and the sum of~~ \_\_\_\_\_ ~~Dollars~~

~~as a reasonable attorney's fee in the premises,~~  
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Defendant, A. M. DeCoudres, is entitled to the sum of \_\_\_\_\_



\$ 8,261.87 Dollars, and that the Complainants, Leo T. Barber and Florence P. Barber have sixty days from this date in which to pay the same.

Jurisdiction of this cause is retained for final decree upon the pleadings, proof and agreement.

Done in Term Time, this the 8th day of November, 1950.

J. W. Hare  
Judge.

BAY MINETTE, ALA.,

193

IN ACCOUNT WITH  
**G. W. HUMPHRIES**  
 JUDGE OF PROBATE  
 BALDWIN COUNTY

Return Bill With Remittance		Privilege Tax	Rec. Fee	Total
To	Deed Rec. Mort, from			
	1870 A M DeLauderdale		75	
	1874 Joz DeLauderdale		50	
				125
Paid				
3/22/31				
G W Humphries Judge				
Loy D. K. DeLauderdale				

LEO T. BARBER and  
FLORENCE P. BARBER,  
Complainants,

vs

A. M. DeCOUDRES.  
Defendant.

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

Come the Complainants in the above styled cause and  
amend their bill of complaint so that the same shall read  
as follows: *Come Leo T. Barber and Florence P. Barber  
and humbly complain against A. M. DeCoudres  
respectfully shew unto your honor as follow*  
FIRST:

That your Complainants are each over the age of  
twenty-one years and residents of Moultrie, Georgia; that  
the said A. M. DeCoudres is over the age of twenty-one years  
and a resident of Cook County, Illinois, his post office  
address being 712 Clark Street, Evanston, Illinois.

SECOND:

That your Complainants are the owners of and are in  
the actual, peaceable possession of the following described  
lands, situated in the County of Baldwin, State of Alabama,  
ever claiming to own the same, to-wit:

The Northeast quarter of Southwest quarter, South  
half of Southwest quarter and Northwest quarter of  
Southeast quarter of Section twenty-five, Township  
four South, Range five East;

East half of Northwest quarter of Section thirty-  
five, Township four South, Range five East;

All of Section one;

Southeast quarter of Northeast quarter, West half  
of Northeast quarter, East half of Northwest quarter,  
East half of Southwest quarter and Southeast quarter  
of Section two;

Southwest quarter of Northeast quarter, West half  
of Southeast quarter and West half, (except ten acres  
described as follows: Beginning at the one-half  
section point on the North boundary line of Section  
three, Township five South, Range five East, Baldwin  
County, Alabama, run West ten chains to a stake; thence

South ten chains to a stake; thence East ten chains to a stake on the one-half section line; thence North ten chains to place of beginning, containing ten acres and being in Section three, Township five South, Range five East, Baldwin County, Alabama, ) of Section three;

Southwest quarter, South half of Northwest quarter and East half of Section four;

West half of East half and West half of Section five;

Southeast quarter, Southwest quarter of Northeast quarter, East half of Northwest quarter, Southwest quarter of Northwest quarter and Northwest quarter of Southwest quarter of Section six;

Northwest quarter of Northeast quarter of Section eight;

Northwest quarter of Section twelve;

All in Township five South, Range five East.

THIRD:

That the said Defendant claims or is reputed to claim some right, title or interest in, or encumbrance upon the above described lands, or some part thereof, and your Complainants call upon him to set forth and specify his title, claim, interest or encumbrance upon the same and how and by what instrument the same is derived and created.

FOURTH:

That no suit is pending to enforce or test the validity of such title, claim or encumbrance upon the said lands, or any part thereof.

Wherefore Complainants pray this Honorable Court will take jurisdiction of the cause made by this bill of complaint and make the said A. M. DeCoudres a party Defendant to this bill of complaint and by appropriate process require him to plead, answer or demur to the same within the time and under the penalties prescribed by law and the practice of this Honorable Court.

Complainants further pray that upon a final hearing of the cause made by this bill of complaint, this Honorable

Court will order and decree that the said Defendant, A. M. DeCoudres, has no right, title or interest in, or encumbrance upon the said lands, or any part thereof, and that the title to the said property be quieted and established in these Complainants as against the said A. M. DeCoudres, and that the said A. M. DeCoudres be forever enjoined from asserting, or attempting to assert, from claiming, or attempting to claim any right, title or interest in, lien or encumbrance upon the said land, or any part thereof, and Complainants further pray for such other, further or different relief as in equity they shall be entitled to receive in the premises.

Beebe & Hall  
Solicitors for Complainants.

FOOT NOTE:

The Defendant is required to answer every allegation of the foregoing bill of complaint, paragraphs first to fourth, inclusive, but not under oath. Oath being hereby expressly waived.

Beebe & Hall  
Solicitors for Complainants.

STATE OF ALABAMA )  
BALDWIN COUNTY )

Before me, the undersigned Notary Public, in and for said County, in said State, this day personally appeared W. C. Beebe, who is known to me and who being by me duly sworn, deposes and says, that he is attorney for Complainants in the foregoing bill of complaint of Leo T. Barber and Florence P. Barber against A. M. DeCoudres in the Circuit Court of Baldwin County, Alabama, in equity, and that A. M. DeCoudres, the Defendant therein named is a non-resident of the State of Alabama, his post office address being 712 Clark Stree, Evanston, Illinois, and is over the age of twenty-one years.

W C Beebe

Sworn to and subscribed before me this the 19<sup>th</sup> day of September, 1929.

J M McInerney  
Notary Public Baldwin County,  
Alabama.

LEO T. BARNER and FLORENCE  
P. BARNER,  
Complainants,

VS

A. M. DeCoudres and JOHN BRAY,  
Defendants.

IN THE CIRCUIT COURT OF  
DADE COUNTY, FLORIDA.

IN EQUITY, 1901.

This cause coming on to be heard is submitted for decree upon the pleadings, agreed state of facts and agreement as noted by the Register, and the same being considered by the Court; and it appearing that by the said agreement and agreed state of facts the Defendant, A. M. DeCoudres, is entitled to a decree for the amount of purchase price and taxes paid by him, together with interest as this Court shall determine he should be entitled to receive, and together with attorneys fee, if this Court should find that he is entitled to attorneys fee, and it appearing that the Complainants are entitled to a decree for said lands described in the bill of complaint if they shall pay such amount within sixty days from the date of a decree by this Court ascertaining and fixing the amount to be paid to the said A. M. DeCoudres, but if they shall fail to pay the same within such time the Defendant, A. M. DeCoudres, shall be entitled to a decree for said lands.

NOW THEREFORE, the Court having considered the evidence and the agreed state of facts and the pleadings in said cause, is of the opinion that the Defendant, A. M. DeCoudres, is entitled to receive the sum of \$ 4,143.60 Dollars as purchase price and taxes paid by him on the lands described in the bill of complaint, together with \$ 4,118 - 24 Dollars, being interest thereon at the rate of 15 percent from the

Defendant, A. M. DeCoudres, is entitled to the sum of \$ 8,261.84 Dollars; and that the Complainants, Leo T. Barber and Florence R. Barber have sixty days from this date in which to pay the same.

Jurisdiction of this cause is retained for final decree upon the pleadings, proof and agreement.

Done in Term Time, this the 8<sup>th</sup> day of January 1954.

J. W. Hare  
Judge.



LEO T. BARBER and FLORENCE  
P. BARBER,  
Complainants,  
vs.  
A. M. DeCOUDRES and  
JOHN BRASY,  
Defendants.

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

This cause coming on to be heard, was submitted for final decree on the pleadings and agreed statement of facts, decree of this court rendered January 8, 1931, acknowledgment by defendant, A. M. DeCoudres, of payment in full of moneys payable under said decree, original bill as amended, and decree pro confesso against defendant, John Brasy, all as noted by the Register, and upon consideration thereof the court is of the opinion that the complainants are entitled to the relief prayed for.

It is therefore ORDERED, ADJUDGED AND DECREED that the defendants, A. M. DeCoudres and John Brasy, nor either of them, have any claim, right, title or interest in, or incumbrance upon the following described lands, nor any part thereof, in Baldwin County, Alabama, to-wit:

The Northeast quarter of Southwest quarter, South half of Southwest quarter and Northwest quarter of Southeast quarter of Section twenty-five, Township four South, Range five East;

East half of Northwest quarter of Section thirty-five, Township four South, Range five East;

All of Section one;

Southeast quarter of Northeast quarter, West half of Northeast quarter, East half of Northwest quarter, East half of Southwest quarter and Southeast quarter of Section two;

Southwest quarter of Northeast quarter, West half of Southeast quarter and West half (except ten acres described as follows: Beginning at the one-half section point on the North boundary line of Section three, Township five South, Range five East, Baldwin County, Alabama, run West ten chains to a stake; thence South ten chains to a stake; thence East ten chains to a stake on the one-half section line; thence North ten chains to place of beginning, containing ten acres and being in Section three, Township five South, Range five East, Baldwin County, Alabama) of Section three;

Southwest quarter, South half of Northwest quarter  
and East half of Section four;

West half of East half and West half of Section five;

Southeast quarter, Southwest quarter of Northeast  
quarter, East half of Northwest quarter, Southwest  
quarter of Northwest quarter and Northwest quarter  
of Southwest quarter of Section six;

Northwest quarter of Northeast quarter of Section  
eight;

Northwest quarter of Section twelve;

All in Township five South, Range five East;

and that the title to the same is vested in the said Leo T. Barber  
and Florence P. Barber as against the said A. M. DeCoudres and  
John Brasy.

It is further ORDERED that the Register of this court  
within thirty days from the rendition of this decree file a certi-  
fied copy thereof in the office of the Probate Judge of Baldwin  
County, Alabama, for record therein, and that the cost thereof  
be taxed in the cost of this cause.

It is further ORDERED that the complainants pay the  
cost of this cause, for which execution may issue.

Done at Monroeville, in Monroe County, on this the  
26<sup>th</sup> day of March, 1931.

F. W. Hare  
Judge of the Twenty-first Judicial  
Circuit of the State of Alabama.

LEO T. BARBER and FLORENCE  
P. BARBER,  
Complainants,

vs

A. M. DeCOUDRES,  
Respondent.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

IN EQUITY.

Comes the Complainants in the above styled cause and demur  
to the Respondent's cross-bill and as grounds of demurrer say:

FIRST

That there is no equity in the cross-bill.

Beebe & Hall  
Attorneys for the Complainants.

LEO T. BARBER and FLORENCE  
P. BARBER,  
Complainants,

vs

A. M. DeCOUDRES and JOHN  
BRASY,  
Defendants.

IN THE CIRCUIT COURT OF  
  
BALDWIN COUNTY, ALABAMA.  
  
IN EQUITY, #831.

The Complainants filed their bill of complaint in statutory form to quiet title against Defendants, A. M. DeCoudres and John Brasy. Defendant DeCoudres holds a tax title. Defendant Brasy holds a contract to purchase from DeCoudres. Defendant Brasy has not answered and decree pro confesso has been rendered against him which can be made final only upon final decree in the cause. Defendant DeCoudres answered setting up his tax title and the short statute of limitation, and prayed for a judgment and lien for the taxes, interest, charges and claimed attorneys fee, but did not pray for a judgment for the land, except in the event Complainants failed to pay such taxes, etc., in which event his prayer asked that he be given judgment for the land. Complainants answered this cross bill alleging that they held the property by mesne conveyances from the United States Government and that they, and those through whom they claim, have held continuous adverse

possession of the said lands for more than ten years next preceding the filing of the bill of complaint and for more than ten years since the tax sale under which DeCoudres claims, the tax sale having been on June 2, 1916, deed executed therefor in 1918; the bill in this case having been filed July 24, 1929; and further that the tax sale under which DeCoudres claims was invalid and insufficient to pass title, and prayed judgment for the land, offering to pay whatever sum the Court should ascertain to be due to DeCoudres. Under the agreed state of facts it is admitted by the Defendant that the Defendant is not entitled to a judgment for the lands but that Complainants are entitled to a judgment for the lands and to a decree quieting the title; that the Defendant DeCoudres is only entitled to recover the taxes paid, plus such interest and charges as this Court shall find allowable under the law.

The agreed state of facts shows that the Complainants have been in the continuous adverse possession of the land for more than ten years preceding the filing of the bill of complaint, whereupon their title is good against the Defendants, including Defendant DeCoudres, such possession being under color of title.

See adverse possession statute, Section 6069, Code 1923 and cases there cited.

See also short statute of limitation, Section 3107, Code 1923.

Also case of Grayson vs Muckleroy, 124 Southern, page 207, holding that the short statute of limitation operates against the holder of a tax title.

So that, under no circumstances could Defendant, A. M. DeCoudres, recover the land. His cross bill does not seek to recover the land but prays only relief based upon the agreed state of facts, which said agreed state of facts limits his rights to a return of his money with interest and charges.

Defendant DeCoudres claims that he is entitled to the purchase price and taxes paid by him, plus fifteen percent interest thereon from the dates of payment, plus attorneys fee. This claim is based on Section 3108 which is as follows:

"When the suit is against the person against whom the taxes were assessed, or the owner of the land at the time of the sale, his heir, devisee, vendee, or mortgagee, the court shall, on motion of the defendant, made at any time before the trial of the cause, ascertain the amount paid by the purchaser at the sale and of the taxes subsequently paid by the purchaser, together with fifteen percent per annum thereon and a reasonable attorneys fee for the plaintiff's attorney for bringing the suit, and shall enter judgment for the amount so ascertained in favor of the plaintiff against the defendant, and the judgment shall be a lien on the land sued for. Upon the payment into court of the amount of the judgment and costs, the court shall enter judgment for the defendant for the land and all title and interest in the land shall, by such judgment, be divested out of the owner of the tax deed."

His next contention is that if he is not entitled to the rights under Section 3108 he is entitled to rights under Section 3101 which allows him fifteen percent interest but does not allow attorneys fee. Section 3101 reads as follows:

"If, in any suit brought by the purchaser, or other person, claiming under him, to recover the possession of lands sold for taxes, a recovery is defeated on the ground that such sale was invalid for any other reason than that the taxes were not due, the court shall forthwith, on the motion of the plaintiff, ascertain the amount of taxes for which the lands were liable at the time of the sale, and for the payment of which they were sold, with interest thereon from the date of sale, and the amount of such taxes on the lands, if any, as the plaintiff, or the person under whom he claims, has, since such sale, lawfully paid or assumed by the state after its purchase, with interest thereon from the date of such payment, the interest on both amounts to be computed at the rate of fifteen per cent per annum; and the court shall thereupon render judgment against the defendant in favor of the plaintiff for the amount ascertained, and the costs of the suit, which judgment shall constitute a lien on the lands sued for, and payment thereof may be enforced as in other cases."

He claims, that if his rights are not determined by these two sections, he would be entitled to come under Section 3102 which allows him twelve percent interest but not attorneys fee. Section 3102 reads as follows:

"If, in a suit brought against such purchaser, or other person claiming under him, to recover possession of lands sold for taxes, the defendant claims and defends under the tax title, and his defense fails on the ground that such sale

was invalid for any other reason than that the taxes were not due, and the plaintiff recovers, the court shall forthwith, on the motion of the defendant, ascertain the amount of taxes for which the lands were liable at the time of the sale, and for the payment of which they were sold, with interest thereon from the day of sale, and the amount of such taxes on the lands, if any, as the defendant, or the person under whom he claims, has, since such sale, lawfully paid or assumed, in case of the state; with interest thereon from the date of such payment, the interest on both amounts to be computed at the rate of twelve per cent per annum; and the court shall thereupon render judgment against the plaintiff in favor of the defendant for the amount ascertained, and the costs of the suit, which judgment shall constitute a lien on the land sued for, the payment of which may be enforced as in other cases, and no writ of possession shall issue until such judgment has been satisfied. The court may order the land sold or condemn it to the satisfaction of the debt."

Complainants, however, contend that this proceeding does not call forth the application of either of these three Sections, but that Defendant is in the position only of one who has paid money to the use of another, and would therefore be entitled to only eight percent interest on his money and would not be entitled to attorneys fee. Complainants concede that under Section 3096 Defendant is entitled to a refund of his money and has a lien on the land for the satisfaction of the same, but that in this proceeding the rate of interest should be figured at the legal rate, Defendant being, as Complainants have already pointed out, merely in the position of one who has paid money to the use of another. This Section



3096 reads as follows:

"When the sale of any land sold for the payment of taxes is, for any cause, ineffectual to pass the title to the purchaser, whether individual or the state, except in the cases in which such sales are in this chapter expressly declared to be invalid, such sale shall operate as an assignment to the purchaser of the rights and liens of the state and county in and to the lands sold, both as to the taxes paid by said sale and as to taxes subsequently paid by the purchaser."

Section 3108 is applicable only when Complainants, being in possession, offer to redeem. This statute is an additional mode of redemption. Complainants, however, in bringing their suit do not admit the validity of the tax title, but in the event of its validity they then would have the right, being in possession, and holding under the owner of the land at the time of the sale for taxes, to redeem, whereupon they would be compelled to pay the fifteen percent interest and attorneys fee provided by this Section.

If the tax title is invalid or if it fails by virtue of defects in the proceedings leading up to the sale such as:

- (a) Improper assessment.
- (b) Want of or improper notice of pendency of proceeding.
- (c) Want of jurisdiction in the court to decree a sale.
- (d) Insufficient notice of sale.

(e) Or if the title fails by virtue of the statute of limitation.

Then and in either event, Complainant would not be put to the burden of redemption but would recover the lands by virtue of either the invalidity of Defendants title or by virtue of the bar of the statute.

In the event of the failure of Defendants title because of the invalidity of the proceeding, the parties rights as to the refund of taxes would be governed by Section 3101, if the suit is brought by the purchaser, or by Section 3102 if the suit is brought by the owner of the land.

If Complainants recover by virtue of a bar of the statute of limitation neither of these three Sections would be applicable, but Defendant, under Section 3096, would be entitled to a refund of his money, the rate of interest would be the legal rate of interest, that of one who has paid money to the use of another.

See Burdett vs Rossiter, 127 Southern, page 202, wherein the Court has said:

"Under the broad remedial provisions of Code, Section 9905, the complainant does not by filing his bill admit the validity of the tax sale. If he anticipates and specifies defendant's alleged claim of tax title, he may either admit or deny its validity. If the tax title proves valid, and he establishes his right of redemption under Code, Section 5108, he obtains such relief.

If the tax title is found invalid still the holder may have succeeded to the lien of the state and county, and be entitled to have a refund as per Code, Sections 3101, 3102. So, on a bill by the owner in possession to quiet title he may remove the cloud or incumbrance on his title whether the tax title set up by respondent be valid or invalid."

Discussing the defects in the proceeding leading up to the sale of taxes under which DeCoudres holds:

(a) It will be noted from the agreed state of facts that the assessment was in the name of McKenzie and Gibson, a co-partnership composed of S. F. McKenzie, R. D. McKenzie and W. O. Gibson, the assessment being made as of October 1, 1914; that McKenzie and Gibson had, prior thereto, sold this property to W. H. Barber who was the owner of the property on October 1, 1914; that Barber, subsequent to this assessment, sold the property to Jennings Naval Stores Company who, in turn, sold the property to W. D. Owens, who was the owner of the property June 2, 1916, the day of the sale; that W. D. Owens subsequently sold the property to the Complainants, the assessment therefore was made to one who was not the owner of the property and is therefore invalid.

Singleton vs State, 22 Southern, page 560.  
Oliver vs Robinson, 58 Alabama, page 46.  
Cook vs Anniston, 9 Southern, page 425.  
Williams vs Oats, 102 Southern, page 712 (717).  
Jackson vs King, 3 Southern, page 232.

The fact that McKenzie and Gibson were the owners of the timber did not give them the right to assess, nor did it validate the assessment of the land. Where the timber and lands are separately owned the timber and lands should be separately assessed by the respective owners.

Freeman vs State, 22 Southern, page 560.

(b) Section 2272 of the Code 1907 provides that notice of the pendency of the proceeding to sell should be given to the person to whom assessed. The lands were assessed to McKenzie and Gibson, a co-partnership composed of S. F. McKenzie, R. D. McKenzie and W. O. Gibson. Under the agreed state of facts it will be noted that notice was given only to S. F. McKenzie.

See Howze vs Dew, 7 Southern, page 239, holding that where lands are assessed to joint owners, notice of the proceeding to sell should be given to each of the joint owners. So that the court ordering the sale did not have jurisdiction of the parties for want of notice to the persons to whom the land was assessed. The title to partnership lands vest in the individual as tenants in common.

(c) Section 2268 of the Code 1907 required the tax collector to report to the Probate Court that he was unable to collect the taxes against such land, or any mineral, timber or

water rights, or special rights or easements thereon, or the owner thereof without a sale of such lands. Our courts have uniformly held that this report is jurisdictional and unless this report is made the sale is void. The record of this proceeding is silent as to this report. (See exhibit to agreed state of facts.) Defendant attempts to cure this omission in the records by the oral testimony of the then tax collector that such a report was made. The omission cannot be cured in this manner. The manner making the report is not provided by the statute, but however made, whether oral or in writing, the fact of such report must affirmatively appear on the record.

The Probate Court, as to the sale of lands, is a court of limited and statutory jurisdiction, so that all jurisdictional facts must appear on the record. If the record is silent its decree falls.

71 Southern, page 700.  
61 Southern, page 303.  
67 Southern, page 381.  
56 Southern, page 994.  
95 Southern, page 551.  
95 Southern, page 547, 549.  
78 Southern, page 644.  
83 Southern, page 120.  
81 Southern, page 612.

(d) Notice of the sale in question was first published May 4th., and the sale was held June 2nd. Section 11 of the Code 1907, providing for the method of computing time, requires that the first day be excluded and the last day included, so that

there were only twenty-nine days notice given. Section 2279 of the Code 1907 required notice for thirty days before the day of sale by publication, etc. This notice was short of the time required by the statute.

McKennon vs Mixon, 128 Alabama, page 612.  
(29 Southern, page 690.)  
Johnson vs Harper, 107 Alabama, page 706.  
(18 Southern, page 198.)  
National Bank vs Baker Hill I. Co. 108  
Alabama, page 635. (19 Southern, page 47.)  
Pope vs Heaton, 5 Alabama, page 433.

See also:

7 Southern, page 239.  
7 Southern, page 442.  
43 Southern, page 177.  
22 Alabama, page 498.  
67 Alabama, page 432.  
51 Alabama, page 449.  
122 Southern, page 682.  
105 Southern, page 691.

Section 5184 of the Code 1907 does not, as Defendant contends, provide that twenty-four days notice is the equivalent of thirty days.

It is essential to the validity of a tax deed that the advertisement of the sale be given as provided by statute.

128 Alabama, page 612.  
29 Southern, page 690.  
107 Alabama, page 706.  
108 Alabama, page 639.  
79 Southern, page 309.

Complainants call attention to the defects in De-  
Coudres tax title as an additional bar to any rights of recovery

for the lands. Should they be mistaken in their contention that Defendants title fails by virtue of the statute of limitations and Defendant is thereby limited to eight percent interest, and the Court should hold Defendant is entitled to interest and cost under either of the three Sections claimed by the Defendant, (a contention which Complainants do not admit,) Complainants submit that Defendants rights would be limited to Section 3102, rather than to either of the other two Sections. We have discussed Section 3108. With reference to Section 3101, it will be noted that this Section is limited to suits brought by the purchaser or other person claiming under him to recover the land itself. This suit was instituted by the Complainants. Defendants cross bill, even if it should have asked for such relief as would have entitled him to possession of the land, could not have deprived Complainants of their rights acquired in taking the initiative in bringing the proceeding before the Defendant acted. Section 3102 is limited to suits instituted by the original owner of the land against the tax purchaser. Section 3101 allows fifteen percent interest, Section 3102 allows twelve percent interest, certainly the reason for the difference was to give to whichever one should take the initiative in settling the dispute the advantage over the

other. Thus facilitates the settlement of disputes concerning land. Defendant should, in no event, be entitled to rights under Section 3101:

First: Complainants have taken the initiative and are entitled to the benefits thereby accorded them.

Second: Defendants answer and cross bill is not a suit by a purchaser to recover possession of the land. At most it is but an answer claiming affirmative relief only to the extent of a refund of the monies paid out by him.

Complainants therefore respectively submit that they are entitled to judgment for the lands by virtue of the statutory bar of any right in the Defendant to recover the land. They concede that the Defendant is entitled to a refund of the purchase money and taxes at the legal rate of interest, namely, eight percent.

If they are mistaken in this they maintain that the rights of the parties in this cause are governed by Section 3102, the Complainant having taken the initiative in bringing the suit, and Defendants title having failed because of defects in the proceeding.

They further maintain that only in the event this Court should determine that Defendants cross bill brings him within the provision of Section 3101 should the Complainant be compelled to pay fifteen percent and that only in the event Defendants tax title is valid and only in the event he



is not barred by the statute of limitation could Complainants be forced to redeem under Section 3108.

But if the Court should find Defendants tax title perfectly valid and that he is not barred by the statute of limitation, then Complainant is entitled to redeem. Then and only in the event the Court so finds, does the Complainant offer to redeem.

This submission is only for the ascertainment of the amount Complainants should pay to the Defendant, The several amounts paid by the Defendant as purchase and tax monies and the dates of payment are agreed upon, the Court will therefore ascertain the rate of interest and whether or not attorneys fee should be paid. Upon the ascertainment of this amount the Complainants have sixty days in which to pay the same, whereupon the cause will again be submitted to the Court for final decree in favor of the Complainants. If the Complainants fail to pay this amount within that time the cause will again be submitted to the Court for decree in favor of the Defendant.

The Court will allow eight percent interest if it holds that this proceeding does not come under Sections 3101, 3102, or 3108, twelve percent interest if it finds that this proceeding comes under Section 3102, fifteen percent interest if this proceeding comes under Section 3101, fifteen percent

interest and attorneys fee if this proceeding comes  
under Section 3108.

Respectfully submitted.

BEEBE & HALL

By:

*W C Beebe*

ATTORNEYS FOR COMPLAINANTS.

-----  
 Leo T. Barber and Florence :  
 P. Barber, :  
                     Complainants, :  
                     - vs - :  
 A. M. Decoudres and John :  
 Brasy, :  
                     Respondents. :  
 -----

No. 831.  
 IN THE CIRCUIT COURT OF BALDWIN  
 COUNTY, ALABAMA.  
 IN EQUITY.

Comes the respondent, A. M. Decoudres, and files this his answer to the bill of complaint as last amended of Leo T. Barber and Florence P. Barber, and his cross-bill against the said Leo T. Barber and Florence P. Barber, and shows unto this Honorable Court as follows:

1. This respondent and cross-complainant admits each of the allegations of the first paragraph of the bill of complaint as last amended.

2. This respondent and cross-complainant denies the allegations of the second paragraph of the bill of complaint as last amended and shows unto this Honorable Court that this respondent and cross-complainant was at the time of the filing of the bill of complaint and the amendments thereto the owner of the lands described in the bill of complaint and that he was at that time and is now in the peaceable possession of the said lands, claiming to own them, and that he does now own the title to the said lands.

3. This respondent and cross-complainant admits and avers that he, the respondent, A. M. Decoudres, claims title to the lands described in the second paragraph of the bill of complaint as last amended, but this respondent and cross-complainant denies that John Brasy has or claims any interest in the lands described in the bill of complaint as last amended, and he denies further the allegation in paragraph fourth of the bill of complaint as last amended to the effect that there is no suit pending to enforce or test the validity of title to the property, and as to this allegation this respondent and cross-complainant demands strict proof.

4. Answering further the bill of complaint as last amended this respondent and cross-complainant shows unto this Honorable Court that he claims to own, and does own, the title to the lands described in the bill of complaint as last amended by adverse possession under

LEO T. BARBER and FLORENCE  
P. BARBER,

Complainants,

vs.

A. H. DeCOUDRES and JOHN  
BRASY,

Respondents.

No. \_\_\_\_\_

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

Comes the Respondent and Cross Complainant, A. H. DeCoudres, and amends his Answer and Cross Bill by adding in his Prayer for Relief immediately after the words "in the Bill of Complaint as last amended", and immediately before the words "and this respondent and cross-complainant", the following: "and this respondent and cross complainant further prays that if this Honorable Court should determine that the cross complainant and respondent is entitled to the lands made the subject of this suit, your Honor will enter a decree to that effect in his favor quieting his title against the complainant and cross respondent, Leo T. Barber and Florence P. Barber, and the respondent and cross complainant further prays that if this court shall determine he is not entitled to a decree awarding him the lands made the subject of this suit, that then this Honorable Court will determine on the agreed statement of fact entered into by and between the solicitors of record of the complainant and cross respondent and cross complainant and respondent the amounts which he has paid as taxes, together with the interest due him thereon, and that this Honorable Court will further award in addition to the purchase price, taxes, interest and court costs, a reasonable attorney's fee to the respondent and cross complainant."

Respectfully Submitted,

B. Jenkins

STEVENS, MCCORVEY, McLEOD, GOODE & TURNER,

By C. M. Rodgers

Amendment to  
Cross Bill  
~~and to amend~~

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Filed Oct 21/1930  
J. W. Keenan  
Register

the short statute of limitations for actions or suits to recover lands claimed and held under tax deeds or titles. The respondent, A. M. Decoudres, further shows that the lands described in the bill of complaint as last amended were assessed for taxes owing to the State of Alabama and County of Baldwin for the tax year 1915 to the firm of McKenzie & Gibson, a partnership composed of S. F. McKenzie and W. O. Gibson; that the taxes due to the State of Alabama and County of Baldwin on lands assessed for taxation by the said McKenzie & Gibson for the year 1915 were not paid by the said McKenzie & Gibson, or either of them, or by any one else assessing and claiming to own the said lands for the said year; this respondent and cross-complainant further shows that the said McKenzie & Gibson failed to pay the taxes due on the lands assessed to them for the tax year 1915 and the said lands were sold for taxes by the Tax Collector of Baldwin County on, to-wit, the 2nd day of June, 1916, for the taxes due on the said lands for the year 1915, and that as a result of said sale the said Tax Collector did, on, to-wit, the 2nd day of June, 1916, sell the lands described in the bill of complaint as last amended for the said taxes and that at the sale this respondent and cross-complainant was the highest, best and last bidder for the property, and that the lands were sold to this respondent and cross-complainant, and this respondent and cross-complainant at that time received from the Tax Collector a certificate of purchase dated, to-wit, the 2nd day of June, 1916. This respondent and cross-complainant further shows that thereafter this respondent and cross-complainant delivered his certificate of purchase to the Judge of Probate of Baldwin County, and the Judge of Probate executed to this respondent and cross-complainant a tax deed for the lands described in the bill of complaint as last amended on, to-wit, the 9th day of August, 1918, a copy of which deed is attached to this answer and cross-bill and marked Exhibit "A", the copy of the deed hereto attached having been duly certified by G. W. Humphries, Judge of the Probate Court of Baldwin County, Alabama, the said deed having been filed for record by this respondent and cross-complainant on the 10th day of August, 1918, and the deed being thereafter recorded on the 13th day of August, 1918.

This respondent and cross-complainant further shows unto this Honorable Court that this respondent and cross-complainant, A. M. Decoudres, thereafter held the lands described in the bill of complaint as last amended under and by virtue of the tax deed hereinbefore more fully described, said lands having been adversely held thereunder for a period of more than three years, and your respondent and cross-complainant having been for the said period of three years consecutively in the open, notorious, hostile, continuous and peaceable possession of the said lands, claiming to own the same, and claiming the said lands under and by virtue of the tax deed aforesaid.

5. For further answer to the bill of complaint as last amended, this respondent and cross-complainant alleges and shows that he has a lien on the lands described in the said bill of complaint for taxes due on the said lands for the year 1915, and for which the said lands were sold on, to-wit, the 2nd day of June, 1916, to the amount of \$190.44, together with interest from that date to the present time at the rate of fifteen per cent per annum, and this respondent and cross-complainant further shows that he has a further lien for the year 1916 to the amount of \$169.04; for the year 1917, for an additional sum of \$169.04; for the year 1918, for an additional sum of \$169.04; for the year 1919, for an additional sum of \$339.58; for the year 1920, for an additional sum of \$354.45; for the year 1921, for an additional sum of \$369.49; for the year 1922, for an additional sum of \$367.11; for the year 1923, for an additional sum of \$367.11; for the year 1924, for an additional sum of \$367.11; for the year 1925, for an additional sum of \$367.11; for the year 1926, for an additional sum of \$367.11; for the year 1927, for an additional sum of \$367.11; and for the year 1928, for an additional sum of \$367.11, together with a lien for interest on each of said amounts from the date of payment of the same to the present time, the interest being at the rate of fifteen per cent per annum; and your respondent and cross-complainant further shows that in addition to the years hereinabove named and the taxes paid for such years, and the interest owing to him on such principal amounts, this respondent and cross-complainant

will be entitled to taxes for the tax year 1929, when such taxes are paid by him.

PRAYER FOR PROCESS.

A. M. Decoudres having now answered the bill of complaint as last amended, prays that this his answer may be taken and treated in all respects as a cross-bill, and that the said Leo T. Barber and Florence P. Barber may be made parties defendant to this his cross-bill and that they may have notice of the same according to the practice of this Honorable Court.

PRAYER FOR RELIEF.

And this respondent and cross-complainant prays that this Honorable Court will, when this cause comes on to be heard, enter a decree denying to the complainants and cross-respondents the relief prayed for by them and will further enter a decree to the effect that this respondent and cross-complainant is the owner of the lands involved in this suit and particularly described in the bill of complaint as last amended; and this respondent and cross-complainant further prays that he may have such other and further relief as he may be entitled to receive, the premises considered.

And in duty bound he will ever pray, etc.

S. Jenkins

STEVENS, MCCORVEY, MCLEOD, GOODE & TURNER

By C. M. Rodgers

Solicitors for the Respondent and Cross-Complainant, A. M. Decoudres.

FOOT NOTE:

The said Leo T. Barber and Florence P. Barber are required to answer each and every allegation of the above and foregoing cross-bill, from paragraph 1 to paragraph 5, both inclusive, but not under oath, oath to the same being hereby expressly waived.

S. Jenkins

STEVENS, MCCORVEY, MCLEOD, GOODE & TURNER

By C. M. Rodgers

Solicitors for the Respondent and Cross-Complainant, A. M. Decoudres.



State of Alabama,     :  
                             :  
Baldwin county.        :

Know all men by these presents: That, whereas, the land hereinafter described was subject to taxation for the year 1915, and the Board of Revenue levied taxes thereon for county purposes for said year; and

Whereas, Said land was returned for taxation by McKenzie & Gipson for said year, 1915, and

Whereas, The certificate of assessments was made in accordance with Section 2156 of the Code; and

Whereas, The Tax Collector entered in the Docket of Tax Causes the description of said land, and amount of taxes, fees and charges due thereon for said year and delivered said Docket to the Probate Judge; and reported, in accordance with Section 2268 of the Code that he was unable to collect said taxes without sale of said land; and

Whereas, the Probate Court at the April, 1916 Term, rendered decree ordering sale of said land for the payment of said taxes, fees, charges, costs and expenses of sale; and

Whereas, The Tax Collector, in enforcement of said decree, gave thirty days' notice by publication once a week for three successive weeks in the Baldwin Times, a newspaper regularly published in said county, and also by posting notice at the Court House of said County, and at a public place in the precinct in which the land was situated, that he would sell said land on the 2nd day of June A.D., 1916, between 10 o'clock A.M., and 4 o'clock P.M., in front of said Court House, which notices described said land and stated the amount for which the Probate Court's decree had been rendered against same, and that said taxes had been assessed to McKenzie & Gipson; and

Whereas, The Tax Collector at said time, in front of said Court House door, did offer said land at public outcry, so that, as far as practicable only such portion thereof was sold as was

necessary to satisfy said decree, and did sell said land to Addison M. DeCoudres who was the highest bidder, for \$190.44, which covered the taxes, fees, charges, costs and expenses of sale, which amount he paid to said Tax Collector; and

Whereas, The Tax Collector did then deliver to said purchaser, in accordance with section 2285 of the Code, a certificate of Purchase, containing description of said land, showing the date the same had been assessed to McKenzie & Gipson for said year; and also showing the taxes due thereon, distinguishing the amounts due the State and County, and for school purposes, and the fees and costs; and further showing the time for which said land was advertised, the date it was offered for sale, the name of the purchaser, and the price paid; and

whereas, The time for redemption of said land has elapsed, and said certificate of purchase has been returned to the Probate Judge by Addison M. DeCoudres, the purchaser.

Now, Therefore, I, James M. Voltz, as Probate Judge, in and for said County, in said State, under and by virtue of the provisions of section 2296 of the Code of Alabama of 1907, and in consideration of one dollar, to me paid, have this day granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto Addison M. DeCoudres all the right, title and interest in said McKenzie & Gipson and all the right, title, interest and claim of the said State and County on account of said taxes, or under said decree, in and to the following described land, to-wit:

$S\frac{1}{2}$  of  $SW\frac{1}{4}$ ,  $NE\frac{1}{4}$  of  $SW\frac{1}{4}$ ,  $NW\frac{1}{4}$  of  $SE\frac{1}{4}$  Sec. 25, Tp 4 S, R 5 E;  
 $E\frac{1}{2}$  of  $NW\frac{1}{4}$  Sec. 35, 4-5; All Sec. 1, Tp. 5 S, R 5 E;  $NW\frac{1}{4}$  of  $NE\frac{1}{4}$ ,  
 $S\frac{1}{2}$  of  $NE\frac{1}{4}$ ,  $E\frac{1}{2}$  of  $W\frac{1}{2}$  and  $SE\frac{1}{4}$ , Sec. 2, Tp 5 S, R 5 E;  $SW\frac{1}{4}$  of  $NE\frac{1}{4}$ ,  
 $W\frac{1}{2}$ ,  $W\frac{1}{2}$  of  $SE\frac{1}{4}$  Sec. 3, Tp 5 S, R 5 E;  $NE\frac{1}{4}$ ,  $S\frac{1}{2}$  of  $NW\frac{1}{4}$ ,  $S\frac{1}{2}$  Sec. 4,  
R 5 S, R 5 E;  $W\frac{1}{2}$  of  $NE\frac{1}{4}$ ,  $W\frac{1}{2}$ ,  $W\frac{1}{2}$  of  $SE\frac{1}{4}$  Sec. 5, Tp 5 S, R 5 E;  
 $SW\frac{1}{4}$  of  $NE\frac{1}{4}$ ,  $NE\frac{1}{4}$  of  $NW\frac{1}{4}$ ,  $S\frac{1}{2}$  of  $NW\frac{1}{4}$ ,  $N\frac{1}{4}$  of  $NW\frac{1}{4}$ ,  $SE\frac{1}{4}$ , Sec. 6 Tp.  
5S, R 5E;  $NW\frac{1}{4}$  of  $NE\frac{1}{4}$ ,  $SE\frac{1}{4}$  of  $NE\frac{1}{4}$  Sec. 8, Tp 5 E, R 5 E; Begn 717  
ft. E from NW cor. of  $NW\frac{1}{4}$  Sec. 36, 4-5, run E 486 ft. S 420 ft.  
W 486 ft. N. 420 ft. to Begn, Sec. 36, Tp 4 S, R 5 E,  $NW\frac{1}{4}$  Sec.

12, Tp 5 S, R 5 E, situated in said county and State; To have and to hold the same, the said right, title and interest unto said Addison M. DeCoudres--heirs, assigns, or successors forever; but no right, title or interest of any reversioner or remainder in said land is conveyed hereby.

In testimony whereof, I have hereunto set my hand and seal, this 9th day of August, A.D., 1918.

(Probate Court Seal)

James M. Voltz,

Judge of Probate, Baldwin county.

State of Alabama, |  
Baldwin County. |

I, T.W. Richerson, Clerk of the Circuit Court in and for said county, in said State, hereby certify that James M. Voltz, whose name is signed to the foregoing conveyance as Judge of Probate, and who is known to me, acknowledged before me, on this day, that being informed of the contents of this conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand, this the 9th day of August, 1918.

(Seal)

T.W. Richerson, Clerk of the  
Circuit Court, Baldwin Co., Ala.

Filed for record August 10th, 1918 at 4 P.M.

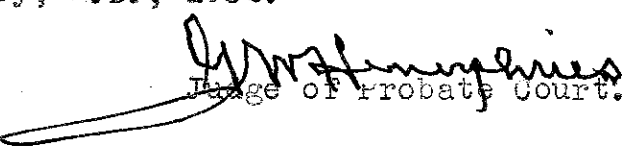
Recorded August 13th, 1918.

Jas. M. Voltz, Judge of Probate.

The State of Alabama, |  
Baldwin county. | Probate Court.

I, G.W. Humphries, Judge of the Probate Court and Custodian of the records and files thereof, hereby certify that the above and foregoing is a true, correct and complete copy of an instrument of writing as the same appears of record in Deed Record 27 N.S. at pages 339 and 340, now on file in the office of Judge of Probate of Baldwin county, Alabama.

Witness my hand and the seal of the Probate Court of said County, this 1st day of February, A.D., 1930.

  
Judge of Probate Court.

-----  
Leo T. Barber, et al., :  
Complainants, :  
:

-vs- :

A. M. DeCoudres, :  
Respondent. :  
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IN THE CIRCUIT COURT OF BALDWIN  
COUNTY, ALABAMA.  
IN EQUITY.

BRIEF ON AGREED STATEMENT OF FACTS.

The agreed statement of facts, considered in connection with the pleadings in this cause, warrants the statement at the outset of this brief that the only question presented to the Court for its solution is what amount is to be paid to A. M. DeCoudres, the respondent in this cause. The solution of this problem depends on the validity or invalidity of the tax title acquired by A. M. DeCoudres. If the Court agrees with us that the tax deed given our client, A. M. DeCoudres, is a valid tax deed, then the respondent, A. M. DeCoudres, under section 3108, is entitled to the amount paid by him at the sale and to all taxes subsequently paid by him together with interest thereon at the rate of fifteen per cent per annum and a reasonable attorney's fee. Section 3108 provides that the court shall enter judgment for the amount so ascertained in favor of the plaintiff against the defendant and the judgment shall be a lien on the land sued for.

Section 3101 of the Code of Alabama of 1923 provides, in effect, that if in any suit brought by the purchaser to recover the possession of lands sold for taxes a recovery is defeated on the ground that such sale was invalid for any reason other than that the taxes were not due, the court, on the motion of the

plaintiff, shall ascertain the amount of taxes for which the lands were liable at the time of the sale and for the payment of which they were sold, with interest thereon from the date of sale, and the amount of such taxes on the lands, if any, as the plaintiff or the person under whom he claims has since such sale lawfully paid or assumed by the State after its purchase with interest thereon from the date of such payment, the interest on both amounts to be computed at the rate of fifteen per cent per annum.

Section 3102 of the Code of Alabama of 1923 provides, in effect, that if in a suit brought against the purchaser at the tax sale the purchaser defends under the tax title, and his defense fails on the ground that such sale was invalid for any reason other than that the taxes were not due and the plaintiff recovers, the court on motion of the defendant shall ascertain the amount of taxes for which the lands were liable at the time of the sale and for the payment of which they were sold, with interest thereon from the day of sale, and the amount of such taxes on the lands, if any, as the defendant has since the sale paid, with interest thereon from the date of such payment, the interest on both amounts to be computed at the rate of twelve per cent per annum.

We respectfully submit that in this proceeding the respondent, A. M. DeCoudres, is in the position of a complainant. When DeCoudres came into court he presented his claim to the land by answer and cross-bill, and the Court knows that A. M. DeCoudres, under the laws and decisions of this jurisdiction, will be treated

by this Court as a complainant and that, even though the complainants and cross-respondents dismiss their original bill, the answer and cross-bill brought by DeCoudres will not be dismissed by this action but DeCoudres can insist on his complaint being heard and have the Court determine whether he is or not entitled to the relief prayed for in his answer and cross-bill.

We therefore submit that under sections 3101 and 3108 of the Code of Alabama of 1923 our client, DeCoudres, is entitled to fifteen per cent on the amount of the purchase price paid by him for the lands and fifteen per cent on all taxes subsequently paid by him and that he is also entitled to a reasonable attorney's fee.

In the answer made by complainants and cross-respondents to the answer and cross-bill of A. M. DeCoudres a motion is made by the complainants and cross-respondents in the following terms:

"Complainants offer to pay such sum as this Court shall ascertain the defendant, A. M. DeCoudres, is entitled to for costs and the taxes paid by him with interest thereon allowable by law and any and all sums which this Court shall decree, if this Court shall find the said tax sale and deed invalid, or, if this Court shall find the tax sale valid, the complainants move the Court to ascertain the amount paid by the purchaser, A. M. DeCoudres, at the sale for such taxes and of the taxes subsequently paid by the said purchaser, together with fifteen per cent interest thereon and a reasonable attorney's fee for cross-complainant's attorneys for bringing this cross suit, and that judgment for the amount so ascertained be rendered in favor of the cross-complainant and that the said judgment be declared a lien on the said lands against this defendant, and that upon the payment of the said amount into court, as provided for under section 3108 of the Code 1923, judgment be rendered for the said lands, and that these cross-defendants be given the benefit of said section."

In the agreed statement of facts the final paragraphs

read as follows:

"It is further agreed between the parties that the Court render a decree for the complainants quieting the title of complainants against respondent for the land described in the bill of complaint, with a lien thereon in favor of the defendant, A. M. DeCoudres, for such purchase money, taxes, interest, and costs, including a reasonable attorney's fee; if the Court shall determine the cross-complainant and respondent is entitled to such attorney's fee, the Court shall fix the fee. It is further agreed by and between the parties hereto that the amount which the Court shall determine is owed by the complainants to the cross-complainant and respondent shall be paid within sixty days after the decree, and that if the amount thus determined be not paid within such sixty days the respondent and cross-complainant shall have the lands free from any claim of right or title on the part of the complainants and cross-respondents, and that this shall be incorporated in the decree of the Court."

The quoted statements from the answer of the complainants and cross-respondents to the answer and cross-bill of A. M. DeCoudres and from the agreed statement of facts show definitely that the only question before the Court is that of ascertaining the amount owed A. M. DeCoudres.

In the agreed statement of facts the complainants admit the regularity of the several steps in the said tax proceedings down to and including the execution of the deed, except "(a) they maintain that the tax sale is void because the notice of the sale was not given for the length of time required by statute, the first publication of said sale being on May 4th, 1916, and the sale being held on June 2nd, 1916."

We shall discuss the question whether or not the tax sale is void by reason of publication not having been made a sufficient length of time prior to the sale.

The statute under which the instant sale was made provided that when a decree was made for a sale of real estate for the

payment of taxes the tax collector should enforce the decree by sales of the lands ordered to be sold and should give thirty days notice before the day of sale by publication for three successive weeks in some newspaper published in the county. In the instant case notice was given by publication on May 4th, 11th, 18th, and 25th, and the sale was held on June 2nd, 1916. These facts relative to the publication and sale are not, as we understand it, disputed by our opponents. Section 5184 of the Code of Alabama of 1907 (now section 9260 of the Code of 1923) provides that when notice is required to be given in days publication for four weeks is equal to thirty days if the first insertion be at least twenty-four days before the event for which the notice is required. In *Lower vs. The State*, 3 Ala. App. 122, 57 So. 500, it was held that a law which provided for publication for four consecutive weeks prior to the introduction of a local bill in the Legislature was drawn by lawmakers who "had in mind the then existing state of the law as to the matter of the construction to be placed upon such a provision." The decision refers to the statute defining publication for a specified number of weeks or days, and the Court said, in speaking of the statute, "By that enactment the Legislature took cognizance of the doubts as to the meaning of such requirements as to giving notice which were suggested by the conflicting views on the subject prevailing in different jurisdictions in which there was an absence of statutory definitions governing the question, and removed such doubts by defining the meaning of terms in common use in making provision for the giving of notices."



The case was subsequently taken to the Supreme Court by a writ of error to the Court of Appeals and affirmed. See *Lower vs. The State*, 59 So. 611.

We therefore respectfully submit that there is nothing in the contention that this tax sale should be held invalid because the publication was not made a sufficient length of time. The statutes and decisions in this jurisdiction do not warrant this strained construction. The publication was actually made for thirty days prior to the sale and for four successive weeks. While it is true that we have a statute which states that in computing time the first day is to be excluded and the last day included, this statute does not apply where the Legislature has been careful to specify just what constitutes a proper publication and where, as in this case, the officers who had control of the sale met the requirements of that statute.

The complainants and cross-respondents "maintain that the tax sale is further void for the reason that notice of delinquency was not given to W. O. Gibson and R. D. McKenzie, members of the partnership of McKenzie & Gibson, to whom the lands were assessed, notice having been given to S. F. McKenzie only."

Our answer to this objection is that W. O. Gibson and R. D. McKenzie and S. F. McKenzie were partners and that the notice given to S. F. McKenzie was binding on the members of the partnership. It is further agreed between counsel that S. F. McKenzie was the agent of the partnership of McKenzie & Gibson, and the statute under which this land was sold provides that notice must be given to each person against whom unpaid taxes are assessed,

or his agent, by leaving a copy of the notice at the residence or place of business of such party or his agent. Acts of 1915, pages 460-461, section 195. It is not believed that any additional citation of authority is necessary, but before leaving this objection we think it in order to say that it is a general rule of law that a partnership will be bound by notice received in good faith by an acting party as to any matter regarding a transaction within the ordinary scope of its business. Rowley Modern Law of Partnership, Vol. 1, page 580, par. 469. Thus it will be seen that even though the statute had not provided that notice to an agent is notice to the principal the notice given in the instant case would be binding because the person on whom the notice was served was a member of the partnership to which the land was assessed.

It is next objected that the tax sale is void because the taxes were not assessed to the owner of the land on October 1st, 1914, the land being assessed to McKenzie & Gibson, and it being admitted that W. H. Barber had conveyances from the United States Government down to himself on that date. It is further admitted, however, that on October 1st, 1914, McKenzie & Gibson were the owners of standing timber growing and situated upon these lands. Section 2104 of the Code of Alabama of 1907 provides: "It is the duty of every person liable to taxation in each election precinct to attend in person before the assessor on the first day of the appointment in the precinct of the taxpayer's residence and then and there render to the assessor, under oath, a full and complete list of all of the property of which he was the owner

. . . on the first day of October of that year." It is further provided in section 2110 of the Code of 1907: "If any taxpayer refuses or fails to make such return as herein required, or the assessor be not satisfied with the correctness thereof, the assessor shall, from the best information he can obtain from any source within his reach, make such assessment of the property and subjects of taxation to be charged against such taxpayer as he may deem just and lawful."

If the owner of land fail to assess it, surely he cannot be heard to complain. The law imposes on him the duty to assess his property for taxation and if by reason of his failure to comply with the law he suffers any injury it is submitted the injury is brought upon himself and he should not be heard to complain against the injustice of a situation created by himself. If the owner of property fail to assess it and some other person comes in and makes the assessment, the law imposes no duty on the tax assessor to discover whether the person making the assessment is or is not the owner of the land. Our Supreme Court has said: "We find no case which warrants the opinion that the assessor in accepting the property for tax assessment has imposed upon him the duty or can exercise the right to determine for himself the title of such property and the true ownership as between contesting claimants. This is a matter with which he cannot be concerned. The assessment of property by one in possession claiming ownership may prove of evidential value in the event of litigation and thus constitute an important right. Code 1907, par. 2830. To deny the petitioner the right to assess his prop-

erty would be to authorize the tax assessor to pass upon the title to the real estate and himself decide the true ownership. Such an anomalous situation was clearly not contemplated by the legislative department in the establishment of the office of tax assessor."

State vs. Laurendine, 199 Ala. 312, 74 So. 371.

It is admitted that W. H. Barber claimed to be the owner of the lands involved in this litigation on October 1st, 1914, and we cannot see how our opponents can answer the argument we have just made to the effect that the duty was imposed upon the owner to assess the lands for taxation. The delinquent decree docket of the Probate Court of Baldwin County relating to the sale of the lands in question for taxes is attached to the agreed statement of facts. It is admitted that G. W. Humphries, who was the tax collector at the time of the delinquency and sale of these lands, will testify that he delivered this list of delinquents to the Probate Court and reported orally to the Probate Court his inability to collect the taxes charged against the persons listed there without a sale of the lands described in the delinquent list thus filed. The law in effect at the time this report was made read as follows: "The probate court of each county is empowered to order the sales of lands therein for the payment of taxes assessed on such lands or against the owners thereof when the tax collector shall report to the court that he was unable to collect the taxes assessed against such land, etc."

In our study in preparation of this brief we have read many cases dealing with tax titles, and we find it nowhere stated

necessary to satisfy said decree, and did sell said land to Addison M. Decoudres who was the highest bidder, for \$190.44, which covered the taxes, fees, charges, costs and expenses of sale, which amount he paid to said tax collector; and

whereas, the tax collector did then deliver to said purchaser, in accordance with section 2285 of the code, a certificate of purchase, containing description of said land, showing the date the same had been assessed to McKenzie & Gibson for said year; and also showing the taxes due thereon, distinguishing the amounts due the state and county, and for school purposes, and the fees and costs; and further showing the time for which said land was advertised, the date it was offered for sale, the name of the purchaser, and the price paid; and

whereas, the time for redemption of said land has elapsed, and said certificate of purchase has been returned to the Probate Judge by Addison M. Decoudres, the purchaser.

Now, Therefore, I, James M. Voltz, as Probate Judge, in and for said county, in said state, under and by virtue of the provisions of section 2296 of the code of Alabama of 1907, and in consideration of one dollar, to me paid, have this day granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto <sup>the</sup> Addison M. Decoudres all the right, title and interest in said McKenzie & Gibson and all the right, title, interest and claim of the said state and county on account of said taxes, or under said decree, in and to the following described land, to-wit:

S $\frac{1}{2}$  of SW $\frac{1}{4}$ , NE $\frac{1}{4}$  of SW $\frac{1}{4}$ , NW $\frac{1}{4}$  of SW $\frac{1}{4}$  Sec. 25, Tp 4 S, R 5 E;  
E $\frac{1}{2}$  of NW $\frac{1}{4}$  Sec. 35, 4-5; All Sec. 1, Tp. 5 S, R 5 E; NW $\frac{1}{4}$  of NE $\frac{1}{4}$ , S $\frac{1}{2}$  of NE $\frac{1}{4}$ , W $\frac{1}{2}$  of NE $\frac{1}{4}$  and SE $\frac{1}{4}$ , Sec. 2, Tp 5 S, R 5 E; SW $\frac{1}{4}$  of NE $\frac{1}{4}$ , W $\frac{1}{2}$  of SE $\frac{1}{4}$  Sec. 3, Tp 5 S, R 5 E; NE $\frac{1}{4}$ , S $\frac{1}{2}$  of NW $\frac{1}{4}$ , S $\frac{1}{2}$  Sec. 4, R $\frac{1}{2}$ , 5 S, R 5 E; W $\frac{1}{2}$  of NE $\frac{1}{4}$ , W $\frac{1}{2}$  of SE $\frac{1}{4}$  Sec. 5, Tp 5 S, R 5 E; SW $\frac{1}{4}$  of NE $\frac{1}{4}$ , NE $\frac{1}{4}$  of NW $\frac{1}{4}$ , S $\frac{1}{2}$  of NW $\frac{1}{4}$ , SE $\frac{1}{4}$ , Sec. 6 Tp. 5 S, R 5 E; NW $\frac{1}{4}$  of NE $\frac{1}{4}$ , (SE $\frac{1}{4}$  of NE $\frac{1}{4}$  Sec. 8, Tp 5 E, R 5 E; Begn 717 It. E from NW cor. of NW $\frac{1}{4}$  Sec. 36, 4-5, run E 486 ft. S 420 ft. W 486 ft. N. 420 ft. to Begn, Sec. 36, Tp 4 S, R 5 E, NW $\frac{1}{4}$  Sec.

12, Tp 5 S, R 5 E, situated in said county and State; To have and to hold the same, the said right, title and interest unto said Addison M. DeCoudres--heirs, assigns, or successors forever; but no right, title or interest of any reversioner or remainder in said land is conveyed hereby.

In testimony whereof, I have hereunto set my hand and seal, this 9th day of August, A.D., 1918.

(Probate Court Seal)

James M. Voltz,

Judge of Probate, Baldwin county.

State of Alabama, |  
|  
Baldwin County. |

I, T.W. Richerson, Clerk of the Circuit Court in and for said county, in said State, hereby certify that James M. Voltz, whose name is signed to the foregoing conveyance as Judge of Probate, and who is known to me, acknowledged before me, on this day, that being informed of the contents of this conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand, this the 9th day of August, 1918.

(Seal)

T.W. Richerson, Clerk of the  
Circuit Court, Baldwin Co., Ala.

Filed for record August 10th, 1918 at 4 P.M.

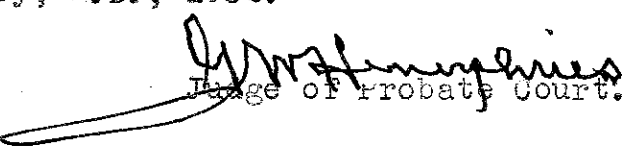
Recorded August 13th, 1918.

Jas. M. Voltz, Judge of Probate.

The State of Alabama, |  
Baldwin county. | Probate Court.

I, G.W. Humphries, Judge of the Probate Court and Custodian of the records and files thereof, hereby certify that the above and foregoing is a true, correct and complete copy of an instrument of writing as the same appears of record in Deed Record 27 N.S. at pages 339 and 340, now on file in the office of Judge of Probate of Baldwin county, Alabama.

Witness my hand and the seal of the Probate Court of said County, this 1st day of February, A.D., 1930.

  
Judge of Probate Court.

-----  
Leo T. Barber, et al., :  
Complainants, :  
:

-vs- :

A. M. DeCoudres, :  
Respondent. :  
-----

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

BRIEF ON AGREED STATEMENT OF FACTS.

The agreed statement of facts, considered in connection with the pleadings in this cause, warrants the statement at the outset of this brief that the only question presented to the Court for its solution is what amount is to be paid to A. M. DeCoudres, the respondent in this cause. The solution of this problem depends on the validity or invalidity of the tax title acquired by A. M. DeCoudres. If the Court agrees with us that the tax deed given our client, A. M. DeCoudres, is a valid tax deed, then the respondent, A. M. DeCoudres, under section 3108, is entitled to the amount paid by him at the sale and to all taxes subsequently paid by him together with interest thereon at the rate of fifteen per cent per annum and a reasonable attorney's fee. Section 3108 provides that the court shall enter judgment for the amount so ascertained in favor of the plaintiff against the defendant and the judgment shall be a lien on the land sued for.

Section 3101 of the Code of Alabama of 1923 provides, in effect, that if in any suit brought by the purchaser to recover the possession of lands sold for taxes a recovery is defeated on the ground that such sale was invalid for any reason other than that the taxes were not due, the court, on the motion of the

plaintiff, shall ascertain the amount of taxes for which the lands were liable at the time of the sale and for the payment of which they were sold, with interest thereon from the date of sale, and the amount of such taxes on the lands, if any, as the plaintiff or the person under whom he claims has since such sale lawfully paid or assumed by the State after its purchase with interest thereon from the date of such payment, the interest on both amounts to be computed at the rate of fifteen per cent per annum.

Section 3102 of the Code of Alabama of 1923 provides, in effect, that if in a suit brought against the purchaser at the tax sale the purchaser defends under the tax title, and his defense fails on the ground that such sale was invalid for any reason other than that the taxes were not due and the plaintiff recovers, the court on motion of the defendant shall ascertain the amount of taxes for which the lands were liable at the time of the sale and for the payment of which they were sold, with interest thereon from the day of sale, and the amount of such taxes on the lands, if any, as the defendant has since the sale paid, with interest thereon from the date of such payment, the interest on both amounts to be computed at the rate of twelve per cent per annum.

We respectfully submit that in this proceeding the respondent, A. M. DeCoudres, is in the position of a complainant. When DeCoudres came into court he presented his claim to the land by answer and cross-bill, and the Court knows that A. M. DeCoudres, under the laws and decisions of this jurisdiction, will be treated



by this Court as a complainant and that, even though the complainants and cross-respondents dismiss their original bill, the answer and cross-bill brought by DeCoudres will not be dismissed by this action but DeCoudres can insist on his complaint being heard and have the Court determine whether he is or not entitled to the relief prayed for in his answer and cross-bill.

We therefore submit that under sections 3101 and 3108 of the Code of Alabama of 1923 our client, DeCoudres, is entitled to fifteen per cent on the amount of the purchase price paid by him for the lands and fifteen per cent on all taxes subsequently paid by him and that he is also entitled to a reasonable attorney's fee.

In the answer made by complainants and cross-respondents to the answer and cross-bill of A. M. DeCoudres a motion is made by the complainants and cross-respondents in the following terms:

"Complainants offer to pay such sum as this Court shall ascertain the defendant, A. M. DeCoudres, is entitled to for costs and the taxes paid by him with interest thereon allowable by law and any and all sums which this Court shall decree, if this Court shall find the said tax sale and deed invalid, or, if this Court shall find the tax sale valid, the complainants move the Court to ascertain the amount paid by the purchaser, A. M. DeCoudres, at the sale for such taxes and of the taxes subsequently paid by the said purchaser, together with fifteen per cent interest thereon and a reasonable attorney's fee for cross-complainant's attorneys for bringing this cross suit, and that judgment for the amount so ascertained be rendered in favor of the cross-complainant and that the said judgment be declared a lien on the said lands against this defendant, and that upon the payment of the said amount into court, as provided for under section 3108 of the Code 1923, judgment be rendered for the said lands, and that these cross-defendants be given the benefit of said section."

In the agreed statement of facts the final paragraphs

read as follows:

"It is further agreed between the parties that the Court render a decree for the complainants quieting the title of complainants against respondent for the land described in the bill of complaint, with a lien thereon in favor of the defendant, A. M. DeCoudres, for such purchase money, taxes, interest, and costs, including a reasonable attorney's fee; if the Court shall determine the cross-complainant and respondent is entitled to such attorney's fee, the Court shall fix the fee. It is further agreed by and between the parties hereto that the amount which the Court shall determine is owed by the complainants to the cross-complainant and respondent shall be paid within sixty days after the decree, and that if the amount thus determined be not paid within such sixty days the respondent and cross-complainant shall have the lands free from any claim of right or title on the part of the complainants and cross-respondents, and that this shall be incorporated in the decree of the Court."

The quoted statements from the answer of the complainants and cross-respondents to the answer and cross-bill of A. M. DeCoudres and from the agreed statement of facts show definitely that the only question before the Court is that of ascertaining the amount owed A. M. DeCoudres.

In the agreed statement of facts the complainants admit the regularity of the several steps in the said tax proceedings down to and including the execution of the deed, except "(a) they maintain that the tax sale is void because the notice of the sale was not given for the length of time required by statute, the first publication of said sale being on May 4th, 1916, and the sale being held on June 2nd, 1916."

We shall discuss the question whether or not the tax sale is void by reason of publication not having been made a sufficient length of time prior to the sale.

The statute under which the instant sale was made provided that when a decree was made for a sale of real estate for the

payment of taxes the tax collector should enforce the decree by sales of the lands ordered to be sold and should give thirty days notice before the day of sale by publication for three successive weeks in some newspaper published in the county. In the instant case notice was given by publication on May 4th, 11th, 18th, and 25th, and the sale was held on June 2nd, 1916. These facts relative to the publication and sale are not, as we understand it, disputed by our opponents. Section 5184 of the Code of Alabama of 1907 (now section 9260 of the Code of 1923) provides that when notice is required to be given in days publication for four weeks is equal to thirty days if the first insertion be at least twenty-four days before the event for which the notice is required. In *Lower vs. The State*, 3 Ala. App. 122, 57 So. 500, it was held that a law which provided for publication for four consecutive weeks prior to the introduction of a local bill in the Legislature was drawn by lawmakers who "had in mind the then existing state of the law as to the matter of the construction to be placed upon such a provision." The decision refers to the statute defining publication for a specified number of weeks or days, and the Court said, in speaking of the statute, "By that enactment the Legislature took cognizance of the doubts as to the meaning of such requirements as to giving notice which were suggested by the conflicting views on the subject prevailing in different jurisdictions in which there was an absence of statutory definitions governing the question, and removed such doubts by defining the meaning of terms in common use in making provision for the giving of notices."

The case was subsequently taken to the Supreme Court by a writ of error to the Court of Appeals and affirmed. See *Lower vs. The State*, 59 So. 611.

We therefore respectfully submit that there is nothing in the contention that this tax sale should be held invalid because the publication was not made a sufficient length of time. The statutes and decisions in this jurisdiction do not warrant this strained construction. The publication was actually made for thirty days prior to the sale and for four successive weeks. While it is true that we have a statute which states that in computing time the first day is to be excluded and the last day included, this statute does not apply where the Legislature has been careful to specify just what constitutes a proper publication and where, as in this case, the officers who had control of the sale met the requirements of that statute.

The complainants and cross-respondents "maintain that the tax sale is further void for the reason that notice of delinquency was not given to W. O. Gibson and R. D. McKenzie, members of the partnership of McKenzie & Gibson, to whom the lands were assessed, notice having been given to S. F. McKenzie only."

Our answer to this objection is that W. O. Gibson and R. D. McKenzie and S. F. McKenzie were partners and that the notice given to S. F. McKenzie was binding on the members of the partnership. It is further agreed between counsel that S. F. McKenzie was the agent of the partnership of McKenzie & Gibson, and the statute under which this land was sold provides that notice must be given to each person against whom unpaid taxes are assessed,

or his agent, by leaving a copy of the notice at the residence or place of business of such party or his agent. Acts of 1915, pages 460-461, section 195. It is not believed that any additional citation of authority is necessary, but before leaving this objection we think it in order to say that it is a general rule of law that a partnership will be bound by notice received in good faith by an acting party as to any matter regarding a transaction within the ordinary scope of its business. Rowley Modern Law of Partnership, Vol. 1, page 580, par. 469. Thus it will be seen that even though the statute had not provided that notice to an agent is notice to the principal the notice given in the instant case would be binding because the person on whom the notice was served was a member of the partnership to which the land was assessed.

It is next objected that the tax sale is void because the taxes were not assessed to the owner of the land on October 1st, 1914, the land being assessed to McKenzie & Gibson, and it being admitted that W. H. Barber had conveyances from the United States Government down to himself on that date. It is further admitted, however, that on October 1st, 1914, McKenzie & Gibson were the owners of standing timber growing and situated upon these lands. Section 2104 of the Code of Alabama of 1907 provides: "It is the duty of every person liable to taxation in each election precinct to attend in person before the assessor on the first day of the appointment in the precinct of the taxpayer's residence and then and there render to the assessor, under oath, a full and complete list of all of the property of which he was the owner

. . . on the first day of October of that year." It is further provided in section 2110 of the Code of 1907: "If any taxpayer refuses or fails to make such return as herein required, or the assessor be not satisfied with the correctness thereof, the assessor shall, from the best information he can obtain from any source within his reach, make such assessment of the property and subjects of taxation to be charged against such taxpayer as he may deem just and lawful."

If the owner of land fail to assess it, surely he cannot be heard to complain. The law imposes on him the duty to assess his property for taxation and if by reason of his failure to comply with the law he suffers any injury it is submitted the injury is brought upon himself and he should not be heard to complain against the injustice of a situation created by himself. If the owner of property fail to assess it and some other person comes in and makes the assessment, the law imposes no duty on the tax assessor to discover whether the person making the assessment is or is not the owner of the land. Our Supreme Court has said: "We find no case which warrants the opinion that the assessor in accepting the property for tax assessment has imposed upon him the duty or can exercise the right to determine for himself the title of such property and the true ownership as between contesting claimants. This is a matter with which he cannot be concerned. The assessment of property by one in possession claiming ownership may prove of evidential value in the event of litigation and thus constitute an important right. Code 1907, par. 2830. To deny the petitioner the right to assess his prop-

erty would be to authorize the tax assessor to pass upon the title to the real estate and himself decide the true ownership. Such an anomalous situation was clearly not contemplated by the legislative department in the establishment of the office of tax assessor."

State vs. Laurendine, 199 Ala. 312, 74 So. 371.

It is admitted that W. H. Barber claimed to be the owner of the lands involved in this litigation on October 1st, 1914, and we cannot see how our opponents can answer the argument we have just made to the effect that the duty was imposed upon the owner to assess the lands for taxation. The delinquent decree docket of the Probate Court of Baldwin County relating to the sale of the lands in question for taxes is attached to the agreed statement of facts. It is admitted that G. W. Humphries, who was the tax collector at the time of the delinquency and sale of these lands, will testify that he delivered this list of delinquents to the Probate Court and reported orally to the Probate Court his inability to collect the taxes charged against the persons listed there without a sale of the lands described in the delinquent list thus filed. The law in effect at the time this report was made read as follows: "The probate court of each county is empowered to order the sales of lands therein for the payment of taxes assessed on such lands or against the owners thereof when the tax collector shall report to the court that he was unable to collect the taxes assessed against such land, etc."

In our study in preparation of this brief we have read many cases dealing with tax titles, and we find it nowhere stated

that the method adopted by the tax collector of Baldwin County in making up his book of delinquent taxpayers and reporting to the Judge of Probate of Baldwin County is not in compliance with law. The section immediately following that just quoted (Section 193, General Acts of 1915, page 460) provides how the delinquent book shall be made up, but there is nothing in this section stating that the tax collector shall report in writing to the Judge of Probate his inability to realize the taxes payable. Statutes are to be strictly construed, and where the title to property is dependent upon a statutory construction it is submitted that under a statute reading as section 192 reads, that "the tax collector shall report to the court that he was unable to collect the taxes," the report made by G. W. Humphries, Esq., is compliance with the law and the title should not be held invalid. We presume our opponents will endeavor to establish that a report in writing to this effect is required, but after a thorough search we find no law to this effect.

#### CONCLUSION.

We stated at the outset of this brief that it is our opinion the cross-complainant and respondent, A. M. DeCoudres, is entitled to interest at the rate of fifteen per cent per annum on the price paid for the land, fifteen per cent on all taxes subsequently paid by him, and a reasonable attorney's fee. Counsel for each of the parties to this litigation have agreed that if the Court find that the solicitors for the cross-complainant and respondent, A. M. DeCoudres, are entitled to this attorney's



fee such fee is to be fixed by the Court. If the Court find that the tax deed of A. M. DeCoudres is valid, then clearly we are entitled to interest at the rate of fifteen per cent on the price paid and taxes subsequently paid and we are entitled to a reasonable attorney's fee. We stated at the beginning of this brief that A. M. DeCoudres must be considered a complaining party. We might cite numerous authority on this point, but we believe it sufficient in this connection to cite Sloss-Sheffield Steel & Iron Company vs. Lollar, 170 Ala. 239, 54 So. 272, at page 276. In the case just cited our Supreme Court said, in part: "The complainant invited the respondent into court for the purpose of having their controversy determined and settled and the title to the land quieted. The relief asked in the cross-bill was affirmative and under our decisions in a statutory bill of this character, in order to obtain such relief, a cross-bill with appropriate averments was necessary." The court held that the Chancellor erred when in decreeing a dismissal of the original complaint he dismissed also the cross-bill.

For the convenience of the Court we have had the interest on the purchase price paid June 2nd, 1916, and on all subsequent taxes, figured at the rates of twelve and fifteen per cent. We attach these figures to our brief and have identified them as Exhibit "X." It has been agreed by the solicitors for the respective parties that the amounts set out in Exhibit "A" to the agreed statement of facts are the correct amounts showing the purchase price paid on June 2nd, 1916, and all taxes subsequently paid by

A. M. DeCoudres. The complainants and cross-respondents have admitted that we are entitled to these amounts, and the only question left for the determination of the Court is the validity vel non of the tax deed and the question dependent upon such validity or invalidity,- namely, the rate of interest allowable.

We respectfully submit that on the facts and the law presented in this suit A. M. DeCoudres is entitled to fifteen per cent on the purchase money and fifteen per cent on taxes subsequently paid by him, and that he is further entitled to a reasonable attorney's fee to be fixed by this Honorable Court.

Respectfully submitted,

Stevens, McCorvey, McLeod, Goode & Turner,

By

C. M. Rogers

S. C. Jenkins

Solicitors for Respondent and Cross-Complainant.

EXHIBIT "X."

	<u>12%</u>	<u>15%</u>
Interest on \$190.44 from June 2nd, 1916, to November 20th, 1930 (14 yrs.-5 mos.-18 das.), --	\$331.00	\$413.22
Interest on \$169.04 from December 30th, 1916, to November 20th, 1930 (13 yrs.-10 mos.-21 das.),--	281.72	352.21
Interest on \$239.20 from December 26th, 1919, to November 20th, 1930 (10 yrs.-10 mos.-25 das.),--	312.92	391.05
Interest on \$352.80 from December 30th, 1920, to November 20th, 1930 (9 yrs.-10 mos.-21 das.),---	419.42	523.42
Interest on \$352.80 from December 24th, 1921, to November 20th, 1930 (8 yrs.-10 mos.-27 das.),---	377.38	471.37
Interest on \$352.80 from December 25th, 1922, to November 20th, 1930 (7 yrs.-10 mos.-26 das.),---	335.04	418.31
Interest on \$352.80 from December 28th, 1923, to November 20th, 1930 (6 yrs.-10 mos.-23 das.),---	292.26	364.95
Interest on \$352.80 from December 18th, 1924, to November 20th, 1930 (5 yrs.-11 mos.-3 das.),----	250.88	313.54
Interest on \$352.80 from December 31st, 1925, to November 20th, 1930 (4 yrs.-10 mos.-20 das.),---	207.04	258.68
Interest on \$352.80 from December 23rd, 1926, to November 20th, 1930 (3 yrs.-10 mos.-28 das.),---	165.70	206.92
Interest on \$352.80 from December 12th, 1927, to November 20th, 1930 (2 yrs.-11 mos.-8 das.),----	124.24	155.51
Interest on \$352.80 from December 31st, 1928, to November 20th, 1930 (1 yr.-10 mos.-20 das.),----	79.98	99.92
Interest on \$369.76 from December 19th, 1929, to November 20th, 1930 (11 mos.-2 das.), -----	40.90	51.14
Total interest, -----	\$3,218.48	\$4,020.24
Total principal, -----	4,143.64	4,143.64
Total principal and interest, -----	\$7,362.12	\$8,163.88

LEO T. BARBER and  
FLORENCE P. BARBER,  
Complainants,

vs

A. M. DeCOUDRES and  
JOHN BRASY,  
Defendants.

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

Come the Complainants in the above styled cause and amend their bill of complaint so that the same shall read as follows:

Come Leo T. Barber and Florence P. Barber, Complainants in the above styled cause and humbly complaining against A. M. DeCoudres and John Brasy, respectfully:

FIRST:

That your Complainants are each over the age of twenty-one years and residents of Moultrie, Georgia; that the said A. M. DeCoudres is over the age of twenty-one years and a resident of Cook County, Illinois, his post office address being 712 Clark Street, Evanston, Illinois; that John Brasy is over the age of twenty-one years and a non-resident of the State of Alabama, his post office address and place of residence being 4741 N. Western Avenue, Chicago, Illinois.

SECOND:

That your Complainants are the owners of and are in the actual, peaceable possession of the following described land, situated in the County of Baldwin, State of Alabama, ever claiming to own the same, to-wit:

The Northeast quarter of Southwest quarter, South half of Southwest quarter and Northwest quarter of Southeast quarter of Section twenty-five, Township four South, Range five East;

East half of Northwest quarter of Section thirty-five, Township four South, Range five East;

All of Section one;

Southeast quarter of Northeast quarter, West half of Northeast quarter, East half of Northwest quarter, East half of Southwest quarter and Southeast quarter of Section two;

Southwest quarter of Northeast quarter, West half of Southeast quarter and West half, (except ten acres described as follows: Beginning at the one-half section point on the North boundary line of Section three, Township five South, Range five East, Baldwin County, Alabama, run West ten chains to a stake; thence South ten chains to a stake; thence East ten chains to a stake on the one-half section line, thence North ten chains to place of beginning, containing ten acres and being in Section three, Township five South, Range five East, Baldwin County, Alabama,) of Section three;

Southwest quarter, South half of Northwest quarter and East half of Section four;

West half of East half and West half of Section five;

Southeast quarter, Southwest quarter of Northeast quarter, East half of Northwest quarter, Southwest quarter of Northwest quarter and Northwest quarter of Southwest quarter of Section six;

Northwest quarter of Northeast quarter of Section eight;

Northwest quarter of Section twelve;

All in Township five South, Range five East.

#### THIRD:

That the said Defendants claim or are reputed to claim some right, title or interest in, or encumbrance upon the above described lands, or some part thereof, and your Complainants call upon them and each of them to set forth and specify his title, claim, interest or encumbrance upon the same and how and by what instrument, or instruments, the same is derived or created.

#### FOURTH:

That no suit is pending to enforce or test the validity of such title, claim or encumbrance upon the said lands, or any part thereof.

Wherefore Complainants pray this Honorable Court will take jurisdiction of the cause made by this bill of complaint and make the said A. M. DeCoudres and John Bracy party Defendants to this bill of complaint and by appropriate process require them to plead, answer or demur to the same within the time and under the penalties prescribed by law and the practice of this Honorable Court.

Complainants further pray that upon a final hearing of the cause made by this bill of complaint, this Honorable Court will order and decree that the said Defendants, A. M. DeCoudres and John Brasy and each of them, have no right, title or interest in, or encumbrance upon the said lands or any part thereof, and that the title to the said property be quieted and established in these Complainants as against the said A. M. DeCoudres and John Brasy, and that the said A. M. DeCoudres and John Brasy be forever enjoined from asserting, or attempting to assert, from claiming, or attempting to claim any right, title or interest in, lien or encumbrance upon the said land, or any part thereof, and Complainants further pray for such other, further or different relief as in equity they shall be entitled to receive in the premises.

  
Solicitors for Complainants.

FOOT NOTE:

The Defendants are required to answer every allegation of the foregoing bill of complaint, paragraphs first to fourth, inclusive, but not under oath. Oath being hereby expressly waived.

  
Solicitors for Complainants.

STATE OF ALABAMA)  
BALDWIN COUNTY )

Before me, the undersigned Notary Public, in and for said County, in said State, this day personally appeared W. C. Beebe, who is known to me and who being by me duly sworn, deposes and says, that he is attorney for Complainants in the foregoing bill of complaint of Leo T. Barber and Florence P. Barber against A. M. DeCoudres and John Brasy in the Circuit Court of Baldwin County, Alabama, in equity, and that A. M. DeCoudres, defendant named therein is a non-resident of the State of Alabama, his post office address being 712 Clark Street, Evanston, Illinois, and is over the age of twenty-one years; that John Brasy defendant named therein is a non-resident of the State of Alabama, his post office address being 4741 N. Western Avenue, Chicago, Illinois, and is over the age of twenty-one years.

W C Beebe

Sworn to and subscribed before me on this the 17  
day of March, 1930.

W M M  
Notary Public, Baldwin County,  
Alabama.

BAY MINETTE, ALA.

8/1/29

M J W Richardson CLK

# **THE BALDWIN TIMES**

PUBLISHED IN THE LAND OF THE GOLDEN SATSUMA

SUBSCRIPTION \$2.00 PER YEAR IN ADVANCE  
ADVERTISING RATES GIVEN ON APPLICATION

Barber Hall

Notice of Leo & Florence Barber vs  
A. M. Decourdeon 4 times

1260



PUBLISHED EVERY THURSDAY

# THE BALDWIN TIMES

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SUBSCRIPTION \$2.00 PER YEAR IN ADVANCE  
ADVERTISING RATES GIVEN ON APPLICATION

R. B. VAIL  
EDITOR AND PROPRIETOR

BAY MINETTE, ALA.

## ALFIDAVIT OF PUBLICATION

STATE OF ALABAMA,  
BALDWIN COUNTY.

R. B. Vail, being duly sworn, deposes and says that he is  
the PUBLISHER of THE BALDWIN TIMES, a Weekly Newspaper published at Bay

Minette,, Baldwin County, Alabama; that the notice hereto attached of \_\_\_\_\_

Leo J. Barber and Florence Barber

VS

A. M. DeCoudres

Was published in said Newspaper for 4 consecutive weeks in the following

<u>July 25</u>	<u>1929</u>	Vol. <u>40</u>	No. <u>25</u>
<u>Aug 1</u>	<u>1929</u>	Vol. <u>40</u>	No. <u>26</u>
<u>Aug 8</u>	<u>1929</u>	Vol. <u>40</u>	No. <u>27</u>
<u>Aug 15</u>	<u>1929</u>	Vol. <u>40</u>	No. <u>28</u>

T. W. RICHMOND  
Register.

BEEBE AND HALL

Attorneys for Complainants sworn to before the undersigned this 20 day of

August

1929

T. W. Richmond

Clerk Circuit

Court.

R. B. Vail

Publisher.

Leo Barber  
vs

A. M. Deander

Filed Aug 20th/1929  
J. M. Picum  
Register

LEO T. BARBER and FLORENCE  
P. BARBER,  
Complainants,

vs.

A. M. DeCOUDRES and JOHN  
BRASY,  
Defendants.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

IN EQUITY.

Come the Complainants and Cross-Respondents in the above styled cause and demur to the cross bill of A. M. DeCoudres and as grounds of demurrer say:

There is no equity in the said cross bill.

And the said Complainants, without waiving the foregoing demurrer, but insisting upon the same now answer the said cross bill and say that they deny every allegation made in the said cross bill not affirmatively admitted and alleged in their bill as amended and demand strict proof thereof.

And further answering said cross bill say that the Defendant, A. M. DeCoudres, claims title to the said property under and by virtue of a Tax Sale on, to-wit: June 2, 1916; that the Tax Sale is invalid in that the said lands were assessed to McKenzie and Gibson; that McKenzie and Gibson were not the owners of the said lands at the said time, the said lands were assessed to them; that said sale was also invalid because notice of delinquency and the pendency of proceedings to sell said lands was not given in the manner required by law; that the said sale was also invalid because the said sale was not advertised for the time and in the manner required by law; that the said sale was also invalid because the Tax Collector did not make a report to the Probate Court that he was unable to collect the taxes assessed against such lands, or the owner thereof without a sale of such lands; that the said sale and any deed executed thereunder

is wholly invalid for the reasons above set out and this Complainant is the owner of the said lands and is in possession thereof; that the said A. M. DeCoudres is not in possession of the said lands and has not been in possession of said lands at any time under the said Tax Sale and deed, but these Complainants and those through whom he claims, have, at all times, since said sale, been in the continuous possession of said lands.

And further answering the said cross bill say that the said Defendant, A. M. DeCoudres, claims title to the lands described in the Bill of Complaint under and by virtue of a Tax Sale on, to-wit: June 2nd, 1916; that at the time of the sale of the said lands for taxes, one W. D. Owens was the owner of the said lands; that the said W. D. Owens was, at the time of the said sale, in possession of the said lands and remained in possession of the said lands continuously until May 29, 1929, on which said date he sold the said lands to your Complainants, who immediately went into possession of the said lands and have remained in continuous possession of the said lands to and including the date of the filing of their Bill in this cause and to and including this date; that they are the vendees of the said W. D. Owens, who was the owner of the said lands at the time of the said sale and that they and the said W. D. Owens have been in the continuous possession of the said lands from the date of the said sale to this date.

Complainants offer to pay such sum as this court shall ascertain the Defendant, A. M. DeCoudres, is entitled to for costs and taxes paid by him with interest thereon allowable by law, and any and all sums which this court shall decree; if this court shall find the said Tax Sale and deed invalid; or, if this court shall find the Tax Sale valid the Complainants move the court to ascertain the amount paid by the purchaser, A. M. DeCoudres, at the sale for such taxes and of the taxes subsequently paid

by the said purchaser, together with fifteen percent interest thereon and a reasonable attorney's fee for cross-complainant's attorneys for bringing this cross suit and that judgment for the amount so ascertained be rendered in favor of the cross complainant, and that the said judgment be declared a lien on the said lands against this Defendant and that upon the payment of the said amount into court as provided for under Section 3108 of the Code 1923, judgment be rendered for the said lands and that these cross-defendants be given the benefit of said Section.

  
Attorneys for Complainants.

LEO T. BARBER AND  
FLORENCE P. BARBER,

Complainants,

-vs-

A. M. DeCOUDRES,

Respondent.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

IN EQUITY NO. 831

Comes now the Respondent, and demurs to the bill  
of complaint, upon the following ground, viz:

Said bill is without equity.

S. Jenkins & Jesso F. Hogan  
Solicitors for Respondent

2 RECORDED

Demure

to original file

Filed Aug 21/929  
T. W. Melvin

C O P Y

Leo T. Barber and Florence P. Barber,  
Complainants.

vs.

A. M. De Coudres and John Brasy,  
Defendants.

In the Circuit  
Court of Baldwin  
County, Alabama;  
In Equity #831.

This cause coming on to be heard is submitted for decree upon the pleadings, agreed state of facts and agreement as noted, by the Register, and the same being considered by the Court; and it appearing that by the said agreement and agreed state of facts the Defendant, A. M. De Coudres, is entitled to a decree for the amount of purchase price and taxes paid by him, together with interest as this Court shall determine he should be entitled to receive, and together with attorneys fee, if this Court should find that he is entitled to attorneys fee, and it appearing that the Complainants are entitled to a decree for said lands described in the bill of complaint if they shall pay such amount within sixty days from the date of a decree by this Court ascertaining and fixing the amount to be paid to the said A. M. De Coudres, but if they shall fail to pay the same within such time the Defendant, A. M. De Coudres, shall be entitled to a decree for said lands.

NOW THEREFORE, the Court having considered the evidence and the agreed state of facts and the pleadings in said cause, is of the opinion that the Defendant, A. M. De Coudres, is entitled to receive the sum of \$4,143.60 Dollars as purchase price and taxes paid by him on the lands described in the bill of complaint, together with \$4,118.24 Dollars, being interest thereon at the rate of 15 percent from the date of payment.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Defendant, A. M. De Coudres, is entitled to the sum of \$8,261.84 Dollars, and that the Complainants, Leo T. Barber and Florence P. Barber have sixty days from this date in which to pay the same.

Jurisdiction of this cause is retained for final decree upon the pleadings, proof and agreement.

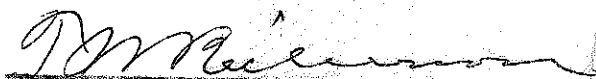
Done in Term Time, this the 8th day of January, 1931.

F. W. Hare,  
Judge.

STATE OF ALABAMA, BALDWIN COUNTY ----- CIRCUIT COURT, IN EQUITY

I, T. W. Richerson, Register of said Circuit Court of said County, Alabama, do hereby certify that the above is a full, true and correct copy of the decree rendered by said Court on the 8th day of January, 1931, in the cause of Leo T. Barber and Florence P. Barber, Complainants, and A. M. De Coudres and John Brasy, Defendants, as appears of record in said Court.

Witness my hand and the seal of said Court, this the 10th day of January, 1931.

  
Register.



LEO T. BARBER AND  
FLORENCE P. BARBER,

Complainants,

-vs-

A. M. DECOUDRES,

Respondent.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

IN EQUITY. NO. \_\_\_\_\_

Comes now the Respondent and demurs to the amended bill of complaint, upon the following separate and several grounds, viz:

1. The bill is without equity.

2. The bill does not aver that the respondent claims, or is reputed to claim, some right, title, interest in or encumbrance upon the lands described in the bill.

3. The bill is indefinite for that it does not appear upon what lands the respondent claims, or is reputed to claim, some right, title, interest in or encumbrance.

4. The respondent demurs to the third paragraph of the the complaint for that it does not show upon what lands the respondent claims ~~some~~ or is reputed to claim, some right,

title or interest in or encumbrance.

*5th, for that it is not alleged in the complaint from whom the Complainants obtained title to said lands. The lands described in said bill nor how Respondent claims same and does not specify what interest in claim, right, title or encumbrance in same*

*J. C. Jenkins*  
*James H. Pugh*  
Solicitors for Respondent.

6

RECORDED  
*Argued*

Leo T Benson

VS

A an De couler

Dem to amended Bill

Filed Oct 10/929

T. W. Richmond

Register

Leo T. Barber and Florence P.  
Barber,

Complainants,

-vs-

A. M. DeCoudres and John  
Brasy,

Defendants.

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

Come the Complainants in the above styled cause and amend  
their bill of complaint so that the same shall read as follows:

Come Leo T. Barber and Florence P. Barber, Complainants  
in the above styled cause and humbly complaining against A. M.  
DeCoudres and John Bracy, respectfully:

FIRST:

That your Complainants are each over the age of twenty-  
one years and residents of Moultrie, Georgia; that the said A. M.  
DeCoudres is over the age of twenty-one years and a resident  
of Cook County, Illinois, his post office address being 712  
Clark Street, Evanston, Illinois; that John Bracy is over the  
age of twenty-one years and a non-resident of the State of Ala-  
bama, his post office address and place of residence being 4741  
N. Western Avenue, Chicago, Illinois.

SECOND:

That your Complainants are the owners of and are in the ac-  
tual, peaceable possession of the following described land, sit-  
uated in the County of Baldwin, State of Alabama, ever claiming  
to own the same, to-wit:

The Northeast quarter of Southwest quarter, South half  
of Southwest quarter and Northwest quarter of Southeast  
quarter of Section twenty-five, Township four South,  
Range five east;

All of Section one;

Southeast quarter of Northeast quarter, West half of  
Northeast quarter, East half of Northwest quarter, East  
half of Southwest quarter and Southeast quarter of Section  
two;

Southwest quarter of Northeast quarter, West half of South-  
east quarter and West half, (except ten acres described  
as follows: Beginning at the one-half section point on  
the North boundary line of Section three, Township five  
South, Range five East, Baldwin County, Alabama, run  
West then chains to a stake; thence South ten chains to  
a stake; thence East ten chains to a stake on the one-  
half section line, thence North ten chains to place of be-

ginning, containing ten acres and being in Section three,

Township five South, Range five East, Baldwin County, Alabama,) of Section three;

Southwest quarter, South half of Northwest quarter and East half of Section four;

West half of East half and West half of Section five;

Southeast quarter, Southwest quarter of Northwest quarter, East half of Northwest quarter, Southwest quarter of Northwest quarter and Northwest quarter of Southwest quarter of Section six;

Northwest quarter of Northeast quarter of Section eight;

Northwest quarter of Section twelve;

All in Township five South, Range five East.

THIRD:

That the said Defendants claim or are reputed to claim some right, title or interest in, or encumbrance upon the above described lands, or some part thereof, and your Complainants call upon them and each of them to set forth and specify his title, claim, interest or encumbrance upon the same and how and by what instrument, or instruments, the same is derived or created.

FOURTH:

That no suit is pending to enforce or test the validity of such title, claim or encumbrance upon the said lands, or any part thereof.

Wherefore Complainants pray this Honorable Court will take jurisdiction of the cause made by this bill of Complaint and make the said A. M. DeCoudres and John Bracy party Defendants to this bill of Complaint and by appropriate process require them to plead, answer or demur to the same within the time and under the penalties prescribed by law and the practice of this Honorable Court.

Complainants further pray that upon a final hearing of the cause made by this bill of complaint, this Honorable Court will order and decree that the said Defendants, A. M. DeCoudres and John Brasy and each of them, have no right, title or interest in, or encumbrance upon the said lands or any part thereof, and that the title to the said property be quieted and established in these Complainants as against the said A. M. DeCoudres and John Brasy, and that the said A. M. DeCoudres and John Brasy be forever enjoined from asserting, or attempting to assert, from claiming, or attempting to claim any right, title or interest

in, lien or encumbrance upon the said land, or any part thereof, and Complainants further pray for such other, further or different relief as in equity they shall be entitled to receive in the premises.

BEEBE & HALL  
Solicitors for Complainants.

FOOT NOTE:

The Defendants are required to answer every allegation of the foregoing bill of complaint, paragraphs first to fourth, inclusive, but not under oath. Oath being hereby expressly waived.

BEEBE & HALL  
Solicitors for Complainants.

FILED March 17, 1930.  
T. W. Richerson, Register.

Leo T. Barber and Florence  
P. Barber,

Complainants,

-vs-

A. M. DeCoudres,  
Defendant.

IN THE CIRCUIT COURT OF BALD-  
WIN COUNTY, ALABAMA.-----IN  
EQUITY.

Comes the Complainants in the above styled cause and amend  
their bill of complaint so that the same shall read as follows:  
Comes Leo T. Barber and Florence P. Barber respectfully shows  
unto your Honor, and humbly complaining against A. M. DeCoudres  
as follows:

FIRST:

That your Complainants are each over the age of twenty-one  
years and residents of Moultrie, Georgia; that the said A. M.  
DeCoudres is over the age of twenty-one years and a resident of  
Cook County, Illinois, his post office address being 712 Clark  
Street, Evanston, Illinois.

SECOND:

That your Complainants are the owners of and are in the  
actual, peaceable possession of the following described lands,  
situated in the County of Baldwin, State of Alabama, ever claim-  
ing to own the same, to-wit:

The Northeast quarter of Southwest quarter, South half of  
Southwest quarter and Northwest quarter of Southeast quar-  
ter of Section twenty-five, Township four South, Range  
five East; East half of Northwest quarter of Section  
thirty-five, township four South, Range five East;

All of Section One;

Southeast quarter of Northeast quarter, West half of  
Northeast quarter, West half of Northeast quarter, East  
half of Northwest quarter, East half of Southwest quarter  
and Southeast quarter of Section two;

Southwest quarter of Northeast quarter, West half of  
Southeast quarter and West half, (except ten acres de-  
scribed as follows: Beginning at the one-half section  
point on the North boundary line of Section three, Town-  
ship five South, Range five East, Baldwin County, Ala-  
bama, run West ten chains to a stake; thence South ten  
chains to a place of beginning, containing ten acres and  
being in Section three, Township five South, Range five  
East, Baldwin County, Alabama,) of Section three;

Southwest quarter, South half of Northwest quarter and  
West half of East half and West half of Section five;

Southeast quarter, Southwest quarter of Northeast quarter, East half of Northwest quarter Southwest quarter of Northwest quarter and Northwest quarter of Southwest quarter of Section six;

Northwest quarter of Northeast quarter of Section eight; Northwest quarter of Section twelve, All in Township five South, Range five East.

THIRD:

That the said defendant claims or is reputed to claim some right, title or interest in, or encumbrance upon the above described lands, or some part thereof, and your Complainants call upon him to set forth and specify his title, claim, interest or encumbrance upon the same and how and by what instrument the same is derived and created.

FOURTH:

That no suit is pending to enforce or test the validity of such title, claim or encumbrance upon the said lands, or any part thereof.

Wherefore Complainants pray this Honorable Court will take jurisdiction of the cause made by this bill of complaint and make the said A. M. DeCoudres a party Defendant to this bill of complaint and by appropriate process require him to plead, answer or demur to the same within the time and under the penalties prescribed by law and the practice of this Honorable Court.

Complainants further pray that upon a final hearing of the cause made by this bill of complaint, this Honorable Court will order and decree that the said Defendant, A. M. DeCoudres has no right, title or interest in, or encumbrance upon the said lands, or any part thereof, and that the title to the said property be quieted and established in these complainants as against the said A. M. DeCoudres, and that the said A. M. DeCoudres be forever enjoined from asserting, or attempting to assert, from claiming, or attempting to claim any right, title or interest in, lien or encumbrance upon the said land, or any part thereof, and Complainants further pray for such other, further or different

relief as in equity they shall be entitled to receive in the premises.

BEEBE & HALL

Solicitors for Complainants.

Foot Note:

The Defendant is required to answer every allegation of the foregoing bill of complaint, paragraphs first to fourth, inclusive, but not under oath. Oath being hereby expressly waived.

BEEBE & HALL

Solicitors for Complainants.

Filed September 18, 1929.  
T. W. Richerson, Register.

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LEO. T. BARBER and  
FLORENCE P. BARBER,  
Complainants,

vs

A. M. DeCOUDRES and  
JOHN BRASY,  
Defendants.

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

Come the Complainants in the above styled cause and amend their bill of complaint so that the same shall read as follows:

Come Leo. T. Barber and Florence P. Barber, Complainants in the above styled cause and humbly complaining against A. M. DeCoudres and John Brasy, respectfully:

FIRST:

That your Complainants are each over the age of twenty-one years and residents of Moultrie, Georgia; that the said A. M. DeCoudres is over the age of twenty-one years and a resident of Cook County, Illinois, his post office address being 712 Clark Street, Evanston, Illinois; that John Brasy is over the age of twenty-one years and a non-resident of the State of Alabama, his post office address and place of residence being 4741 N. Western Avenue, Chicago, Illinois.

SECOND:

That your Complainants are the owners of and are in the actual, peaceable possession of the following described land, situated in the County of Baldwin, State of Alabama, ever claiming to own the same, to-wit:

The Northwest quarter of Southwest quarter, South half of Southwest quarter and Northwest quarter of Southeast quarter of Section twenty-five, Township four South, Range five East;

East half of Northwest quarter of Section thirty-five, Township four South, Range five East;

All of Section one;

Southeast quarter of Northeast quarter, West half of Northeast quarter, East half of Northwest quarter, East half of Southwest quarter and Southeast quarter of Section two;

Southwest quarter of Northeast quarter, West half of Southeast quarter and West half, (except ten acres described as follows: Beginning at the one-half section point on the North boundary line of Section three, Township five South, Range five East, Baldwin County, Alabama, run West ten chains to a stake; thence South ten chains to a stake; thence East ten chains to a stake on the one-half Section line, thence North ten chains to place of beginning, containing ten acres and being in Section three, Township five South, Range five East, Baldwin County, Alabama,) of Section three;

Southwest quarter, South half of Northwest quarter and East half of Section four;

West half of East half and West half of Section five;

Southeast quarter, Southwest quarter of Northeast quarter, East half of Northwest quarter, Southwest quarter of Northwest quarter and Northwest quarter of Southwest quarter of Section six;

Northwest quarter of Northeast quarter of Section eight;

Northwest quarter of Section twelve;

All in Township five South, Range five East.

THIRD:

That the said Defendants claim or are reputed to claim some right, title or interest in, or encumbrance upon the above described lands, or some part thereof, and your Complainants call upon them and each of them to set forth and specify his title, claim, interest or encumbrance upon the same and how and by what instrument, or instruments, the same is derived or created.

FOURTH:

That no suit is pending to enforce or test the validity of such title, claim or encumbrance upon the said lands, or any part thereof.

Wherefore Complainants pray this Honorable Court will take jurisdiction of the cause made by this bill of complaint and make the said A. M. DeCoudres and John Bracy party Defendants to this bill of complaint and by appropriate process require them to plead, answer or demur to the same within the time and under the penalties prescribed by law and the practice of this Honorable Court.

Complainants further pray that upon a final hearing of the cause made by this bill of complaint, this Honorable Court will order and decree that the said Defendants, A. M. DeCoudres and John Brasy and each of them, have no right, title or interest in, or encumbrance upon the said lands or any part thereof, and that the title to the said property be quieted and established in these Complainants as against the said A. M. DeCoudres and John Brasy, and that the said A. M. DeCoudres and John Brasy be forever enjoined from asserting, or attempting to assert, from claiming, or attempting to claim any right, title or interest in, lien or encumbrance upon the said land, or any part thereof, and Complainants further pray for such other, further or different relief as in equity they shall be entitled to receive in the premises.

BEEBE & HALL  
SOLICITORS FOR COMPLAINANTS.

FOOT NOTE:

The Defendants are required to answer every allegation of the foregoing bill of complaint, paragraphs first to fourth, inclusive, but not under oath. Oath being hereby expressly waived.

BEEBE & HALL  
SOLICITORS FOR COMPLAINANTS.

STATE OF ALABAMA

BALDWIN COUNTY

Before me, the undersigned Notary Public, in and for said County, in said State, this day personally appeared W. C. Beebe, who is known to me and who being by me duly sworn, deposes and says, that he is attorney for Complainants in the foregoing bill of complaint of Leo. T. Barber and Florence P. Barber against A. M. DeCoudres and John Brasy in the Circuit Court of Baldwin County, Alabama, in equity, and that A. M. DeCoudres, defendant named therein is a non-resident of the State of Alabama, his post office address being 712 Clark Street, Evanston, Illinois, and is over the age of twenty-one years; that John Brasy defendant named therein is a non-resident of the State of Alabama, his post office address being 4741 N. Western Avenue, Chicago, Illinois, and is over the age of twenty-one years.

W. C. BEEBE

Sworn to and subscribed before me on this the 17  
day of March, 1930.

H. M. HALL  
Notary Public, Baldwin County,  
Alabama.

LEO. T. BARBER and  
FLORENCE P. BARBER,  
Complainants,

vs

A. M. DeCOUDRES and  
JOHN BRASY,  
Defendants.

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

Come the Complainants in the above styled cause and  
amend their bill of complaint so that the same shall read as  
follows:

Come Leo. T. Barber and Florence P. Barber, Complainants  
in the above styled cause and humbly complaining against A. M. De-  
Coudres and John Bracy, respectfully:

FIRST:

That your Complainants are each over the age of twenty-  
one years and residents of Moultrie, Georgia; that the said A. M.  
DeCoudres is over the age of twenty-one years and a resident of  
Cook County, Illinois, his post office address being 712 Clark Street,  
Evanston, Illinois; that John Brasy is over the age of twenty-one  
years and a non-resident of the State of Alabama, his post office  
address and place of residence being 4741 N. Western Avenue, Chicago,  
Illinois.

SECOND:

That your Complainants are the owners of and are in the  
actual, peaceable possession of the following described land, situated  
in the county of Baldwin, State of Alabama, ever claiming to own the  
same, to-wit:

The Northwest quarter of Southwest quarter, South  
half of Southwest quarter and Northwest quarter of  
Southeast quarter of Section twenty-five, Township  
four South, Range five East;

East half of Northwest quarter of Section thirty-  
five, Township four South, Range five East;



All of Section one;

Southeast quarter of Northeast quarter, West half of Northeast quarter, East half of Northwest quarter, East half of Southwest quarter and Southeast quarter of Section two;

Southwest quarter of Northeast quarter, West half of Southeast quarter and West half, (except ten acres described as follows: Beginning at the one-half section point on the North boundary line of Section three, Township five South, Range five East, Baldwin County, Alabama, run West ten chains to a stake; thence South ten chains to a stake; thence East ten chains to a stake on the one-half Section line, thence North ten chains to place of beginning, containing ten acres and being in Section three, Township five South, Range five East, Baldwin County, Alabama,) of Section three;

Southwest quarter, South half of Northwest quarter and East half of Section four;

West half of East half and West half of Section five;

Southeast quarter, Southwest quarter of Northeast quarter, East half of Northwest quarter, Southwest quarter of Northwest quarter and Northwest quarter of Southwest quarter of Section six;

Northwest quarter of Northeast quarter of Section eight;

Northwest quarter of Section twelve;

All in Township five South, Range five East.

THIRD:

That the said Defendants claim or are reputed to claim some right, title or interest in, or encumbrance upon the above described lands, or some part thereof, and your Complainants call upon them and each of them to set forth and specify his title, claim, interest or encumbrance upon the same and how and by what instrument, or instruments, the same is derived or created.

FOURTH:

That no suit is pending to enforce or test the validity of such title, claim or encumbrance upon the said lands, or any part thereof.

Wherefore Complainants pray this Honorable Court will take jurisdiction of the cause made by this bill of complaint and make the said A. M. DeCoudres and John Bracy party Defendants to this bill of complaint and by appropriate process require them to plead, answer or demur to the same within the time and under the penalties prescribed by law and the practice of this Honorable Court.

Complainants further pray that upon a final hearing of the cause made by this bill of complaint, this Honorable Court will order and decree that the said Defendants, A. M. DeCoudres and John Bracy and each of them, have no right, title or interest in, or encumbrance upon the said lands or any part thereof, and that the title to the said property be quieted and established in these Complainants as against the said A. M. DeCoudres and John Bracy, and that the said A. M. DeCoudres and John Bracy be forever enjoined from asserting, or attempting to assert, from claiming, or attempting to claim any right, title or interest in, lien or encumbrance upon the said land, or any part thereof, and Complainants further pray for such other, further or different relief as in equity they shall be entitled to receive in the premises.

BEEBE & HALL  
SOLICITORS FOR COMPLAINANTS.

FOOT NOTE:

The Defendants are required to answer every allegation of the foregoing bill of complaint, paragraphs first to fourth, inclusive, but not under oath. Oath being hereby expressly waived.

BEEBE & HALL  
SOLICITORS FOR COMPLAINANTS.

STATE OF ALABAMA  
BALDWIN COUNTY

Before me, the undersigned Notary Public, in and for said County, in said State, this day personally appeared W. C. Beebe, who is known to me and who being by me duly sworn, and says, that he is attorney for Complainants in the first bill of complaint of Leo. T. Barber and Florence P. Barber of A. M. DeCoudres and John Brasy in the Circuit Court of Baldwin Alabama, in equity, and that A. M. DeCoudres, defendant named the Alabama, is a non-resident of the State of Alabama, his post office address being 712 Clark Street, Evanston, Illinois, and is over the age of twenty-one years, that John Brasy defendant named therein is a non-resident of the State of Alabama, his post office address being 4741 North Dearborn Street, Chicago, Illinois, and is over the age of twenty-one years.

W. C. BEEBE

Sworn to and subscribed before me on this the 17  
day of March, 1930.

H. M. HALL  
Notary Public, Baldwin County,  
Alabama.



STATE OF ALABAMA)

BALDWIN COUNTY )

TO ANY SHERIFF OF THE STATE OF ALABAMA, GRANTING:

You are hereby commanded to summons A. H. DeCOURTES to appear and plead, answer or demur, within thirty days from the service hereof, to a bill of complaint in the Circuit Court, in Equity, for Baldwin County, of said State, at Bay Minette, against A. H. DeCoudres, Defendant, by Leo E. Barber and Florence E. Barber, Complainants, (a copy of which said bill of complaint is hereto attached).

Witness my hand this the 24th., day of July, 1929.

*T. M. Rice*  
Notary Public

*Copy this summons sent by registered mail postage prepaid, return card requested addressed to W. M. McCauley, 712 Clark St Evansville, Illinois, for delivery to addressee only. This July 24, 1929*

*T. M. Rice*  
Register

WAS D. BROWN, JR. et al.,  
Complainants.

IN THE CIRCUIT COURT OF

VS

IN LAUREL.

A. M. DeCoudres,  
Defendant.

This cause is submitted for Final Decree upon the pleadings and following agreed state of facts:

1. That the Complainants have mesne conveyances from the United States Government to them conveying the land described in the bill of complaint; that W. M. Barber, who claimed to be the owner of the land on October 1st., 1914, had mesne conveyances from the United States Government to him; that Barber conveyed the lands involved in this suit to the Jennings Naval Stores Company, a corporation, on February 18th, 1915; that the Jennings Naval Stores Company, a corporation, conveyed the said lands to W. D. Owens on February 18th., 1915, and that the Complainants held title from the said Owens; that the Complainants are in the peaceable possession of the lands and <sup>and these</sup> that they through whom they claim have been in such possession continuously since the 1st day of October, 1914.

2. That there is no suit pending other than this suit to enforce or test the validity of Defendant's right, title or interest in or encumbrance upon the lands involved in this suit other than the Complainants' bill of complaint and Defendant's cross bill, together with the other pleadings in this cause; that the names, ages and places of residence of the parties to this suit are as alleged in Complainants' Amended Bill of Complaint; that the Cross Complainant and Respondent, A. M. DeCoudres, claims the land by virtue of a sale of the land for taxes assessable October 1st, 1914, for the year 1915.

Complainants admit that the taxes were not paid for that

ing the execution of the deed, except: (a) They maintain that the Tax Sale is void because the notice of the sale was not given for the length of time required by statute, the first publication of such sale being on May 4th, 1916, and the sale being held on June 2nd, 1916; (b) They maintain that the tax sale is further void for the reason that notice of delinquency was not given to W. O. Gibson and R. D. McKenzie, members of the partnership of McKenzie & Gibson, to whom the lands were assessed, notice having *who was the agent of the partnership and a member of the partnership* been given to S. F. McKenzie only; (c) They further maintain that the tax sale is void because the taxes were not assessed to the owners of the land on October 1st, 1914, the said land being assessed to McKenzie & Gibson and W. H. Barber is admitted to have mesne conveyances from the United States Government down to himself to the lands made the subject of this suit on said date; it is further admitted that on October 1st, 1914, McKenzie & Gibson were the owners of standing timber growing and situated upon the said lands; that no assessment of the timber separate and apart from the land was made; that the deed from Jennings Naval Stores Company to W. H. Barber was filed for record February 25, 1915, and the consideration recited therein was One Hundred dollars (\$100.00); that S. F. McKenzie, R. D. McKenzie and W. O. Gibson conveyed the lands to Jennings Naval Stores Company on March 30, 1914, by deed filed for record in the office of the Judge of Probate of Baldwin County, Alabama, May 1st, 1914; that A. M. DeCoudres has paid taxes on the said lands, including the purchase money, in amounts and at times specified in Exhibit "A" hereto attached; (d) That the attached Exhibit "B" is a true, correct and complete certified copy of Delinquent Decree Docket of the Probate Court of Baldwin County insofar as the same relates to the sale of the lands in question for taxes, and that such comprises the record of said court relative to such sale as made out by the Tax Collector and Probate Judge as said docket shows.

Subject to all legal objections as to admissibility and

competency, Complainants admit that G. W. Humphries, who was the Tax Collector at the time of the delinquency and sale of such lands for taxes, will testify that he delivered such list of delinquents to the Probate Court and reported orally that he was unable to collect the taxes thereon without a sale of the lands described in the delinquent list thus filed.

That the attached Exhibit "C" is a certified copy of the assessment of taxes on real estate and personal property in the County of Baldwin, State of Alabama, for the year 1915, Volume 1, page 163, showing the lands made the subject of this suit assessed to McKenzie & Gibson.

That the attached Exhibit "D" is a certified copy setting out a copy of the notice of the Tax collector's sale of the lands made the subject of this suit assessed against McKenzie & Gibson.

These exhibits herein mentioned should be considered in connection with the Tax deed attached to the Cross Bill and the Answer of the Respondent and Cross Complainants, which is marked Exhibit "A" to said Answer and Cross Bill.

It is further agreed between the parties that the court render a decree for the Complainants quieting the title of Complainants against Respondent for the land described in the Bill of Complaint with a lien thereon in favor of the Defendant, A. M. Decoudres, for such purchase money, taxes, interest and costs, including a reasonable attorney's fee; if the court shall determine the Cross Complainants and Respondent are entitled to such attorney's fee, the court shall fix the fee.

It is further agreed by and between the parties hereto that the amount which the court shall determine is owed by the Complainants to the Cross Complainant and Respondent shall be paid within sixty days after the decree, and that if the amount thus determined be not paid within such sixty days, the Respondent and Cross Complainants shall have the lands free from any claim of right or title on the part of the Complainants and Cross Respond-

ent, and that this shall be incorporated in the decree of the court.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, by their solicitors thereunto duly authorized.

BEEBE & HALL,

BY W C Beebe (SEAL)

S. Jenkins (SEAL)

STEVENS, MCCORVEY, McLEOD, GOODE & TURNER,

BY C. M. A. Rogers (SEAL)

EXHIBIT "A".

Purchase Price Paid June 2, 1916,	\$190.44
Taxes 1916 - Paid December 30, 1916,	169.04
" 1919 - " " 26, 1919,	239.20
" 1920 - " " 30, 1920,	352.80
" 1921 - " " 24, 1921,	352.80
" 1922 - " " 25, 1922,	352.80
" 1923 - " " 28, 1923,	352.80
" 1924 - " " 18, 1924,	352.80
" 1925 - " " 31, 1925,	352.80
" 1926 - " " 23, 1926,	352.80
" 1927 - " " 12, 1927,	352.80
" 1928 - " " 31, 1928,	352.80
" 1929 - " May 19, 1930,	369.76

*Exhibit B*

List of Real Estate in Beat No. 7, Baldwin County, Alabama, which Taxes for A.D., 1915, are Delinquent, Due and Unpaid. Delinquent Docket #10, B, Page 40.

To Whom Assessed:

State vs. McKenzie & Gipson, by S.F. McKenzie.

Delinquent Lands--Description:

$S\frac{1}{2}$  of  $SW\frac{1}{4}$ ,  $NE\frac{1}{4}$  of  $SW\frac{1}{4}$ ,  $NW\frac{1}{4}$  of  $SE\frac{1}{4}$  Sec. 25, T 4 S, R 5 E.  
 $E\frac{1}{2}$  of  $NW\frac{1}{4}$ , Sec. 35, T 4 S, R 5 E.  
All Sec. 1, T 5 S, R 5 E;  
 $NW\frac{1}{4}$  of  $NE\frac{1}{4}$ ,  $S\frac{1}{2}$  of  $NE\frac{1}{4}$ ,  $E\frac{1}{2}$  of  $W\frac{1}{2}$  and  $SE\frac{1}{4}$  Sec 2, T 5 S, R 5 E;  
 $SW\frac{1}{4}$  of  $NE\frac{1}{4}$ ,  $W\frac{1}{2}$ ,  $W\frac{1}{2}$  of  $SE\frac{1}{4}$  Sec. 3, T 5 S, R 5 E;  
 $NE\frac{1}{4}$ ,  $S\frac{1}{2}$  of  $NW\frac{1}{4}$ ,  $S\frac{1}{2}$  Sec. 4, T 5 S, R 5 E;  
 $W\frac{1}{2}$  of  $NE\frac{1}{4}$ ,  $W\frac{1}{2}$ ,  $W\frac{1}{2}$  of  $SE\frac{1}{4}$ , Sec. 5, T 5 S, R 5 E,  
 $SW\frac{1}{4}$  of  $NE\frac{1}{4}$ ,  $NE\frac{1}{4}$  of  $NW\frac{1}{4}$ ,  $S\frac{1}{2}$  of  $NW\frac{1}{4}$ ,  $NW\frac{1}{4}$  of  $SW\frac{1}{4}$ ,  $SE\frac{1}{4}$  Sec. 6,  
T 5 S, R 5 E;  
 $NW\frac{1}{4}$  of  $NE\frac{1}{4}$ ,  $SE\frac{1}{4}$  of  $NE\frac{1}{4}$  Sec. 8, T 5 S, R 5 E;  
Begn 717 ft. E from NW cor. of  $NW\frac{1}{4}$  Sec. 36, T 4 S, R 5 E,  
run E 486 ft. S 420 ft. W 486 ft. N. 420 ft. to begn Sec. 36,  
T 4 S, R 5 E.  
 $NW\frac{1}{4}$  Sec. 12, T 5 S, R 5 E.

Itemized Account:

State Tax	74.81	<sup>50</sup>
County Tax	97.83	<sup>50</sup>
Interest,	<u>5.76</u>	178.41

Assessor's Fee	.50	
Collector's Fee	.50	
Serving Notice	.25	
Levy	.50	
Issuing Notice	.50	
Decree	<u>.50</u>	2.75

Tax Commissioner's Fees

Printer's Fee		<u>9.28</u>
		190.44

(Endorsement--Sold To  
A.M.DeCoudres, 6/2/16)-Ent.

Collector's Return:

The within notice was executed by on S.F. McKenzie, this 22nd day of March, 1916.

G.W.Humphries,  
Tax Collector, Baldwin County.  
Per Roberts,  
Deputy Tax Collector.

Continuance:-----

Decree of Sale:

The State of Alabama, v Court of Probate, 17th day of April, 1916  
Baldwin County. Present, Hon. J.E.H. Smith, Judge.

It appearing to the Court that Taxes have been assessed against the Person mentioned in this Cause, to the amount of One hundred seventy-eight & 41/100 dollars, for the years 1915, and that the same are still due and unpaid; and it further appearing that notice of this proceeding has been given, as required by law, and that no valid defense has been interposed against the sale of such real estate for the payment of the taxes: It is therefore ordered, adjudged and decreed by the Court, that the State of Alabama has a lien for the payment of said amount and for the additional sum of Two and 75/100 dollars, for Fees, Charges and Costs in this behalf lawfully incurred on the following described real Estate, to-wit:

$S\frac{1}{2}$  of  $sw\frac{1}{4}$ ,  $ne\frac{1}{4}$  of  $sw\frac{1}{4}$ ,  $nw\frac{1}{4}$  of  $se\frac{1}{4}$  Sec. 25, T 4 S, R 5 E;  
 $se\frac{1}{4}$  of  $nw\frac{1}{4}$  Sec. 35, T 4 S, R 5 E; All Sec. 1, T 5 S, R 5 E;  $nw\frac{1}{4}$  of

ne $\frac{1}{4}$ , s $\frac{1}{2}$  of ne $\frac{1}{4}$ , e $\frac{1}{2}$  of w $\frac{1}{2}$  & se $\frac{1}{4}$  Sec. 2, T 5 S, R 5 E; sw $\frac{1}{4}$  of ne $\frac{1}{4}$ , w $\frac{1}{2}$ , w $\frac{1}{2}$  of se $\frac{1}{4}$ , Sec. 3, T 5 S, R 5 E; ne $\frac{1}{4}$ , s $\frac{1}{2}$  of nw $\frac{1}{4}$ , s $\frac{1}{2}$  Sec. 4, T 5 S, R 5 E; w $\frac{1}{2}$  of ne $\frac{1}{4}$ , w $\frac{1}{2}$ , w $\frac{1}{2}$  of se $\frac{1}{4}$  sec. 5, T 5 S, R 5 E; sw $\frac{1}{4}$  of ne $\frac{1}{4}$ , ne $\frac{1}{4}$  of ne $\frac{1}{4}$ , s $\frac{1}{2}$  of nw $\frac{1}{4}$ , nw $\frac{1}{4}$  of sw $\frac{1}{4}$ , se $\frac{1}{4}$  Sec. 6, T 5 S, R 5 E; nw $\frac{1}{4}$  of ne $\frac{1}{4}$ , se $\frac{1}{4}$  of ne $\frac{1}{4}$ , Sec. 8, T 5 S, R 5 E;

Begn 717 ft. E from nw cor. of nw $\frac{1}{4}$  Sec. 36, T 4 S, R 5 E, run E 486 ft. S 420 ft. W 486 ft., N 420 ft. to begn, Sec. 36, T 4 S, R 5 E; nw $\frac{1}{4}$  Sec. 12, T 5 S, R 5 E.

It is further ordered, adjudged and decreed by the Court that said Real Estate, or so much thereof as may be necessary, be sold for the payment of said Delinquent Taxes, and of said Fees, Charges and Costs, and of the Expenses of such Sale.

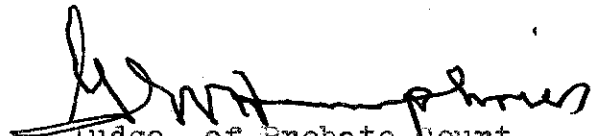
J.H.H.Smith, Judge of Probate.

The State of Alabama,     )  
County of Baldwin.     )

Probate Court.

I, G.W.Humphries, Judge of the Probate Court for said county in said State, and Custodian of all of the Records and Files thereof, hereby certify that the above and foregoing is a true, correct and complete copy of Delinquent Docket entry State vs. McKenzie & Gibson, as the same appears of record in Delinquent Docket #10B, at page 40, now on file in the office of Judge of Probate Court of Baldwin Co., Ala.

Witness my hand and the seal of said Court, this 16th day of September, A.D., 1930.

  
Judge of Probate Court,  
Baldwin County, Alabama.



my right C.

Names of Parties Assessed:-

Line #27, Assessment #141.

100

E $\frac{1}{2}$  of nw $\frac{1}{4}$  sec. 35, T 4 S, R 5 E;

NW $\frac{1}{4}$  of ne $\frac{1}{4}$ , s $\frac{1}{2}$  of ne $\frac{1}{4}$ , e $\frac{1}{2}$  of w $\frac{1}{2}$  and se $\frac{1}{2}$  Sec 2, T 5 S, R 5 E;

Ne  $\frac{1}{4}$ , s  $\frac{1}{2}$  of nw  $\frac{1}{4}$ , s  $\frac{1}{2}$  Sec. 4, T 5 S, R 5 E;

Sw $\frac{1}{4}$  of ne $\frac{1}{4}$ , ne $\frac{1}{4}$  of nw $\frac{1}{4}$ , s $\frac{1}{2}$  of nw $\frac{1}{4}$ , nw $\frac{1}{4}$  of sw $\frac{1}{4}$ , set $\frac{1}{2}$  Sec. 6,

Nw $\frac{1}{4}$  of ne $\frac{1}{4}$ , se $\frac{1}{4}$  of ne $\frac{1}{4}$  Sec. 8, T 5 S, R 5 E;

run E 486 ft., thence S 420 ft., thence W 486 ft., thence

NW $\frac{1}{4}$  Sec. 12, T 5 S, R 5 E.

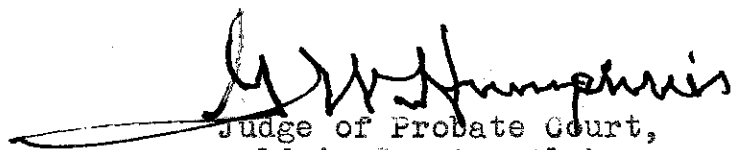
Assessment not marked Paid.

The State of Alabama,    !  
                              :  
County of Baldwin.        !

                              Court of Probate.

I, G.W.Humphries, Judge of the Probate Court in and for said County and State, and Custodian of all of the Records and Files thereof, hereby certify that the above and foregoing is a true, correct and complete copy of the assessment book entry as pertains to the lands of McKenzie & Gipson for the year 1915, as shown by the Records and Files in the office of Judge of Probate Court of Baldwin County, Alabama.

Witness my hand and the seal of said Court this 16th day of September, A.D., 1930.

  
Judge of Probate Court,  
Baldwin County, Alabama.

**The State of Alabama,**  
**Baldwin County**

**Circuit Court of Baldwin County, In Equity**

To Any Sheriff of the State of Alabama--GREETING:

WE COMMAND YOU, That you summon

A. M. DeCoudres,

c/o DeCoudres Brown, 58 W. Washington St.,  
Chicago, Illinois.

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

against said A. M. DeCoudres

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 27th day of

March

193 0

T W Richerson Register

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

*Special*

SERVE ON

Circuit Court of Baldwin County  
In Equity

No. \_\_\_\_\_

SUMMONS

A. M. DeGoudres et al

vs.

Leo T. Barber and

Florence P. Barber.

Solicitor for Complainant

Recorded in Vol. \_\_\_\_\_ Page \_\_\_\_\_

THE STATE OF ALABAMA,  
BALDWIN COUNTY

Received in office this \_\_\_\_\_

day of \_\_\_\_\_ 19\_\_

Sheriff.

Executed this \_\_\_\_\_ day of \_\_\_\_\_

by leaving a copy of the within Summons with \_\_\_\_\_ 19\_\_

Defendant

Sheriff.

By \_\_\_\_\_  
Deputy Sheriff.

*Copy of Amended Bill over City of Birmingham deposited in the Court's office 12/17/33 at Chicago Ill*

*Exhibit A*

Tax Collector's Sale.

under and by virtue of decrees rendered in and by the Honorable Probate Court at the term thereof held on the 17th of April, 1916, against the lands hereinafter described, and in accordance with law, I hereby give notice that that on Friday, the Second day of June, 1916, between the hours of ten o'clock in the morning and four o'clock in the afternoon, I will proceed to sell at the front door of the Court House of Baldwin County, Alabama, at public outcry to to the highest bidder for cash the lands hereinafter described, or so much of the same as may be necessary for the payment of delinquent taxes and cost and charges due thereon.

Said sale will continue from day to day, between the hours of ten in the morning and four in the afternoon, until all of the lands are sold, as required by law.

BEAT 7

-----  
McKenzie & Gipson--

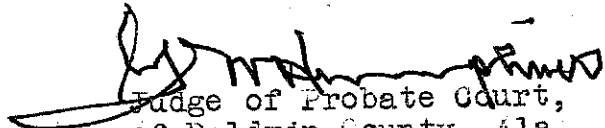
S $\frac{1}{2}$  of sw $\frac{1}{4}$ , ne $\frac{1}{4}$  of sw $\frac{1}{4}$ , nw $\frac{1}{4}$  of se $\frac{1}{4}$ , sec. 25, t 4 s, r 5 e;  
e $\frac{1}{2}$  of nw $\frac{1}{4}$ , sec. 35, t 4 s, r 5 e; all sec 1, t 5 s, r 5 e;  
nw $\frac{1}{4}$  of ne $\frac{1}{4}$ , s $\frac{1}{2}$  of ne $\frac{1}{4}$ , e $\frac{1}{2}$  of w $\frac{1}{4}$  and se $\frac{1}{4}$  sec. 2, t 5 s, r 5 e;  
sw $\frac{1}{4}$  of ne $\frac{1}{4}$ , w $\frac{1}{2}$ , w $\frac{1}{2}$  of se $\frac{1}{4}$ , sec 3, t 5 s, r 5 e; ne $\frac{1}{4}$ , s $\frac{1}{2}$  of nw $\frac{1}{4}$ ,  
s $\frac{1}{2}$ , sec. 4, t 5 s, r 5 e; w $\frac{1}{2}$  of ne $\frac{1}{4}$ , w $\frac{1}{2}$ , w $\frac{1}{2}$  of se $\frac{1}{4}$  sec. 5, t 5 s,  
r 5 e; sw $\frac{1}{4}$  of ne $\frac{1}{4}$ , ne $\frac{1}{4}$  of nw $\frac{1}{4}$ ; s $\frac{1}{2}$  of nw $\frac{1}{4}$ , nw $\frac{1}{4}$  of sw $\frac{1}{4}$ , se $\frac{1}{4}$  sec.  
6, t 5 s, r 5 e; nw $\frac{1}{4}$  of ne $\frac{1}{4}$ , se $\frac{1}{4}$  of ne $\frac{1}{4}$ , sec. 8, t 5 s, r 5 e;  
Begn 717 ft. e from nw cor. of nw $\frac{1}{4}$ , sec. 36, t 4 s, r 5 e, run  
e 486 ft. s 420 ft., w 486 ft. n 420 ft., to begn, sec. 36, t 4 s,  
r 5 e nw $\frac{1}{4}$  sec. 12, t 5 s, r 5 e. Taxes, fees and costs \$190.44.  
-----

G.W.Humphries,  
Tax Collector, Baldwin County,  
Alabama.

State of Alabama,                    !  
County of Baldwin.                !       Court of Probate.

I, G.W.Humphries, Judge of the Probate Court for said County in said State, and custodian of all of the Records and Files thereof, hereby certify that the above and foregoing is a true, correct and complete copy of Sale of Land of McKenzie & Gipson for taxes of 1915, as the same appears from the files of The Baldwin Times, a newspaper published regularly in Baldwin County, Ala., in its issues of May 4, 1916, May 11, 1916 and May 18, 1916, now on file in office of Judge of Probate Court of Baldwin County, Ala.

Witness my hand and the seal of said Court, this 16th day of September, A.D., 1930.

  
Judge of Probate Court,  
of Baldwin County, Ala.

LEO T. BARBER AND  
FLORENCE P. BARBER,

Complainants,

-vs-

A. M. DeCOUDRES,

Respondent.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

IN EQUITY NO. 831

Comes now the Respondent and shows unto  
the court that the complainants are non residents;

Wherefore the Respondent moves that the  
Complainants be required to give security for the costs of  
this suit.

S Jenkins + Jesse F. Hogan  
Solicitors for Respondent

912

RECORDED

Motion to Deposit  
Costs.

Filed Aug 21/1929

J. W. McKeen

Alger

49.26 ms Lf 5-1 Dec 18

date of sale Jan 2, 1884

no 14278 in JBSMS-



TO THE HONORABLE F. W. HARE, JUDGE OF THE CIRCUIT  
COURT OF BALDWIN COUNTY, ALABAMA:

Comes Leo T. Barber and Florence F. Barber and  
humbly complaining against A. M. DeCoudres, respectfully  
shows unto your Honor as follows:

FIRST:

That your Complainants are each over the age of  
twenty-one years and residents of Moultrie, Georgia; that  
the said A. M. DeCoudres is over the age of twenty-one  
years and a resident of Cook County, Illinois, his post  
office address being 712 Clark Street, Evanston, Illinois

SECOND:

That your Complainant are the owners of and are in  
the actual, peaceable possession of the following described  
lands, situated in the County of Baldwin, State of Alabama,  
ever claiming to own the same, to-wit:

The Northeast quarter of Southwest quarter, South  
half of Southwest quarter and Northwest quarter  
of Southeast quarter of Section twenty-five,  
Township four South, Range five East;

East half of Northwest quarter of Section thirty-  
five, Township four South, Range five East;

All of Section one;

Southeast quarter of Northeast quarter, West  
half of Northeast quarter, East half of Northwest  
quarter, East half of Southwest quarter and South-  
east quarter of Section two;

Southwest quarter of Northeast quarter, West half  
of Southeast quarter and West half, (except ten  
acres described as follows: Beginning at the one-  
half Section point on the North boundary line of  
Section three, Township five South, Range five  
East, Baldwin County, Alabama, run West ten chains  
to a stake; thence South ten chains to a stake;  
thence East ten chains to a stake on the one-half  
Section line; thence North ten chains to place  
of beginning, containing ten acres and being in  
Section three, Township five South, Range five  
East, Baldwin County, Alabama.) of Section three;

Southwest quarter, South half of Northwest quarter and East half of Section four;

West half of East half and West half of Section five;

Southeast quarter, Southwest quarter of Northeast quarter, East half of Northwest quarter, Southwest quarter of Northwest quarter and Northwest quarter of Southwest quarter of Section six;

Northwest quarter of Northeast quarter of Section eight;

Northwest quarter of Section twelve;

All in Township Five South, Range Five East.

THIRD:

That the said Defendant claims or is reputed to claim some right, title or interest in, or encumbrance upon the above described lands, or some part thereof, and your Complainants call upon him to set forth and specify his title, claim, interest or encumbrance upon the same and how and by what instrument the same is derived and claimed.

FOURTH:

That there is no suit pending to enforce or test the validity of Complainants' title to the said land, or to enforce or test the validity of the Defendant's right, title, or interest in or encumbrance upon the said lands, or any part thereof.

Wherefore Complainants pray this Honorable Court will take jurisdiction of the cause made by this Bill of Complaint and make the said A. M. DeCoudres a party Defendant to this Bill of Complaint and by appropriate process require him to plead, answer or demur to the same within the time and under the penalties prescribed by law and the practice of this Honorable Court.

Complainants further pray that upon a final hearing of the cause made by this Bill of Complaint, this Honorable

will order and decree that the said Defendant, A. M. DeCoudres, has no right, title or interest in, or encumbrance upon the said lands, or any part thereof, and that the title to the said property be quieted and established in these Complainants as against the said A. M. DeCoudres, and that the said A. M. DeCoudres be forever enjoined from asserting, or attempting to assert, from claiming, or attempting to claim any right, title or interest in lien or encumbrance upon the said land, or any part thereof, and Complainants further pray for such other further or different relief as in equity they shall be entitled to receive in the premises.

*Beebe Hall*

Attorneys for Complainants.

FOOT NOTE:

That the Defendant is required to answer every allegation of the foregoing Bill of Complaint, paragraphs first to fourth, inclusive, but not under oath. Oath being hereby expressly waived.

*Beebe Hall*

Solicitors for Complainants.

STATE OF ALABAMA )  
BALDWIN COUNTY )

Before me, the undersigned Notary Public, in and for said County, in said State, this day personally appeared W. C. Beebe, who is known to me and who being by me duly sworn, deposes and says, that he is attorney for Complainants in the foregoing Bill of Complaint of Leo T. Barber and Florence P. Barber against A. M. DeCoudres in the Circuit Court of Baldwin County, Alabama, in equity, and that A. M. DeCoudres, the Defendant therein named, is a non resident of the State of Alabama, his post office address being 712 Clark Street, Evanston, Illinois., and is over the age of twenty-one years.

W. C. Beebe

Sworn to and subscribed before me this 24 day of July, 1929.

Eloise Slocumb  
Notary Public, Baldwin County, Alabama.

Copy of original bill sent by registered mail addressed to "A. M. DeCoudres, 712 Clark St, Evanston, Illinois" ~~marked~~ "for delivery to addressee only" package prepaid Return receipt requested this July 24, 1929

T. W. Ricemore  
Register

The State of Alabama, }  
Baldwin County

Circuit Court of Baldwin County, In Equity

To Any Sheriff of the State of Alabama—GREETING:

WE COMMAND YOU, That you summon

*John Bracy*  
*4741 N Western Ave*  
*Chicago - Ill*

of *Chicago* 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 <sup>amended</sup> Bill of Complaint lately exhibited by

*Leo T Barbour & Florence*  
*T Barbour*

against said

*John Bracy et al*

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

WITNESS, T. W. Richerson, Register of said Circuit Court, this 17 day of

*March* 1930

*T W Richerson* Register

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

SERVE ON \_\_\_\_\_

Circuit Court of Baldwin County  
In Equity

No. \_\_\_\_\_

SUMMONS

*Leo T. Barber*  
*J. P. Barber*  
*Barber*

vs.

*John Bruce*  
*et al*

*Beate Wall*  
Solicitor for Complainant

Recorded in Vol \_\_\_\_\_ Page \_\_\_\_\_

THE STATE OF ALABAMA,  
BALDWIN COUNTY

Received in office this \_\_\_\_\_

day of \_\_\_\_\_ 19 \_\_\_\_\_

Sheriff.

Executed this \_\_\_\_\_ day of \_\_\_\_\_

19 \_\_\_\_\_

by leaving a copy of the within Summons with

Defendant.

Sheriff.

By \_\_\_\_\_ Deputy Sheriff.

*Bellevue*  
*Receipt*  
*Rec'd 21*  
*Jan 1930*  
Copy of Summons  
✓ Copy of  
Arrested Bill  
Registered John  
Bruce 4747 Western  
Care Chicago Ill  
J. W. McNamee Register

# RETURN RECEIPT

Amount paid to the Treasury for the purchase of United States Savings Bonds, the amount of which appears on the face of the Bond.

Date of Receipt: 1/1/1917

Pay to the order of

UNITED STATES SAVINGS BOND

1/1/17

# RETURN RECEIPT

Amount paid to the Treasury for the purchase of United States Savings Bonds, the amount of which appears on the face of the Bond.

Date of Receipt: 1/1/1917

Pay to the order of

1/1/17

WAS D. BROWN, JR. et al.,  
Complainants.

IN THE CIRCUIT COURT OF

VS

IN LAUREL.

A. M. DeCoudres,  
Defendant.

This cause is submitted for Final Decree upon the pleadings and following agreed state of facts:

1. That the Complainants have mesne conveyances from the United States Government to them conveying the land described in the bill of complaint; that W. M. Barber, who claimed to be the owner of the land on October 1st., 1914, had mesne conveyances from the United States Government to him; that Barber conveyed the lands involved in this suit to the Jennings Naval Stores Company, a corporation, on February 18th, 1915; that the Jennings Naval Stores Company, a corporation, conveyed the said lands to W. D. Owens on February 18th., 1915, and that the Complainants held title from the said Owens; that the Complainants are in the peaceable possession of the lands and <sup>and these</sup> that they through whom they claim have been in such possession continuously since the 1st day of October, 1914.

2. That there is no suit pending other than this suit to enforce or test the validity of Defendant's right, title or interest in or encumbrance upon the lands involved in this suit other than the Complainants' bill of complaint and Defendant's cross bill, together with the other pleadings in this cause; that the names, ages and places of residence of the parties to this suit are as alleged in Complainants' Amended Bill of Complaint; that the Cross Complainant and Respondent, A. M. DeCoudres, claims the land by virtue of a sale of the land for taxes assessable October 1st, 1914, for the year 1915.

Complainants admit that the taxes were not paid for that



ing the execution of the deed, except: (a) They maintain that the Tax Sale is void because the notice of the sale was not given for the length of time required by statute, the first publication of such sale being on May 4th, 1916, and the sale being held on June 2nd, 1916; (b) They maintain that the tax sale is further void for the reason that notice of delinquency was not given to W. O. Gibson and R. D. McKenzie, members of the partnership of McKenzie & Gibson, to whom the lands were assessed, notice having *who was the agent of the partnership and a member of the partnership* been given to S. F. McKenzie only; (c) They further maintain that the tax sale is void because the taxes were not assessed to the owners of the land on October 1st, 1914, the said land being assessed to McKenzie & Gibson and W. H. Barber is admitted to have mesne conveyances from the United States Government down to himself to the lands made the subject of this suit on said date; it is further admitted that on October 1st, 1914, McKenzie & Gibson were the owners of standing timber growing and situated upon the said lands; that no assessment of the timber separate and apart from the land was made; that the deed from Jennings Naval Stores Company to W. H. Barber was filed for record February 25, 1915, and the consideration recited therein was One Hundred dollars (\$100.00); that S. F. McKenzie, R. D. McKenzie and W. O. Gibson conveyed the lands to Jennings Naval Stores Company on March 30, 1914, by deed filed for record in the office of the Judge of Probate of Baldwin County, Alabama, May 1st, 1914; that A. M. DeCoudres has paid taxes on the said lands, including the purchase money, in amounts and at times specified in Exhibit "A" hereto attached; (d) That the attached Exhibit "B" is a true, correct and complete certified copy of Delinquent Decree Docket of the Probate Court of Baldwin County insofar as the same relates to the sale of the lands in question for taxes, and that such comprises the record of said court relative to such sale as made out by the Tax Collector and Probate Judge as said docket shows.

Subject to all legal objections as to admissibility and

competency, Complainants admit that G. W. Humphries, who was the Tax Collector at the time of the delinquency and sale of such lands for taxes, will testify that he delivered such list of delinquents to the Probate Court and reported orally that he was unable to collect the taxes thereon without a sale of the lands described in the delinquent list thus filed.

That the attached Exhibit "C" is a certified copy of the assessment of taxes on real estate and personal property in the County of Baldwin, State of Alabama, for the year 1915, Volume 1, page 163, showing the lands made the subject of this suit assessed to McKenzie & Gibson.

That the attached Exhibit "D" is a certified copy setting out a copy of the notice of the Tax collector's sale of the lands made the subject of this suit assessed against McKenzie & Gibson.

These exhibits herein mentioned should be considered in connection with the Tax deed attached to the Cross Bill and the Answer of the Respondent and Cross Complainants, which is marked Exhibit "A" to said Answer and Cross Bill.

It is further agreed between the parties that the court render a decree for the Complainants quieting the title of Complainants against Respondent for the land described in the Bill of Complaint with a lien thereon in favor of the Defendant, A. M. Decoudres, for such purchase money, taxes, interest and costs, including a reasonable attorney's fee; if the court shall determine the Cross Complainants and Respondent are entitled to such attorney's fee, the court shall fix the fee.

It is further agreed by and between the parties hereto that the amount which the court shall determine is owed by the Complainants to the Cross Complainant and Respondent shall be paid within sixty days after the decree, and that if the amount thus determined be not paid within such sixty days, the Respondent and Cross Complainants shall have the lands free from any claim of right or title on the part of the Complainants and Cross Respond-

ent, and that this shall be incorporated in the decree of the court.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, by their solicitors thereunto duly authorized.

BEEBE & HALL,

BY W C Beebe (SEAL)

S. Jenkins (SEAL)

STEVENS, MCCORVEY, McLEOD, GOODE & TURNER,

BY C. M. A. Rogers (SEAL)

EXHIBIT "A".

Purchase Price Paid June 2, 1916,	\$190.44
Taxes 1916 - Paid December 30, 1916,	169.04
" 1919 - " " 26, 1919,	239.20
" 1920 - " " 30, 1920,	352.80
" 1921 - " " 24, 1921,	352.80
" 1922 - " " 25, 1922,	352.80
" 1923 - " " 28, 1923,	352.80
" 1924 - " " 18, 1924,	352.80
" 1925 - " " 31, 1925,	352.80
" 1926 - " " 23, 1926,	352.80
" 1927 - " " 12, 1927,	352.80
" 1928 - " " 31, 1928,	352.80
" 1929 - " May 19, 1930,	369.76

*Exhibit B*

List of Real Estate in Beat No. 7, Baldwin County, Alabama, which Taxes for A.D., 1915, are Delinquent, Due and Unpaid. Delinquent Docket #10, B, Page 40.

To Whom Assessed:

State vs. McKenzie & Gipson, by S.F. McKenzie.

Delinquent Lands--Description:

$S\frac{1}{2}$  of  $SW\frac{1}{4}$ ,  $NE\frac{1}{4}$  of  $SW\frac{1}{4}$ ,  $NW\frac{1}{4}$  of  $SE\frac{1}{4}$  Sec. 25, T 4 S, R 5 E.  
 $E\frac{1}{2}$  of  $NW\frac{1}{4}$ , Sec. 35, T 4 S, R 5 E.  
All Sec. 1, T 5 S, R 5 E;  
 $NW\frac{1}{4}$  of  $NE\frac{1}{4}$ ,  $S\frac{1}{2}$  of  $NE\frac{1}{4}$ ,  $E\frac{1}{2}$  of  $W\frac{1}{2}$  and  $SE\frac{1}{4}$  Sec 2, T 5 S, R 5 E;  
 $SW\frac{1}{4}$  of  $NE\frac{1}{4}$ ,  $W\frac{1}{2}$ ,  $W\frac{1}{2}$  of  $SE\frac{1}{4}$  Sec. 3, T 5 S, R 5 E;  
 $NE\frac{1}{4}$ ,  $S\frac{1}{2}$  of  $NW\frac{1}{4}$ ,  $S\frac{1}{2}$  Sec. 4, T 5 S, R 5 E;  
 $W\frac{1}{2}$  of  $NE\frac{1}{4}$ ,  $W\frac{1}{2}$ ,  $W\frac{1}{2}$  of  $SE\frac{1}{4}$ , Sec. 5, T 5 S, R 5 E,  
 $SW\frac{1}{4}$  of  $NE\frac{1}{4}$ ,  $NE\frac{1}{4}$  of  $NW\frac{1}{4}$ ,  $S\frac{1}{2}$  of  $NW\frac{1}{4}$ ,  $NW\frac{1}{4}$  of  $SW\frac{1}{4}$ ,  $SE\frac{1}{4}$  Sec. 6,  
T 5 S, R 5 E;  
 $NW\frac{1}{4}$  of  $NE\frac{1}{4}$ ,  $SE\frac{1}{4}$  of  $NE\frac{1}{4}$  Sec. 8, T 5 S, R 5 E;  
Begn 717 ft. E from NW cor. of  $NW\frac{1}{4}$  Sec. 36, T 4 S, R 5 E,  
run E 486 ft. S 420 ft. W 486 ft. N. 420 ft. to begn Sec. 36,  
T 4 S, R 5 E.  
 $NW\frac{1}{4}$  Sec. 12, T 5 S, R 5 E.

Itemized Account:

State Tax	74.81	<sup>50</sup>
County Tax	97.83	<sup>50</sup>
Interest,	<u>5.76</u>	178.41

Assessor's Fee	.50	
Collector's Fee	.50	
Serving Notice	.25	
Levy	.50	
Issuing Notice	.50	
Decree	<u>.50</u>	2.75

Tax Commissioner's Fees

Printer's Fee	9.28
	<u>190.44</u>

(Endorsement--Sold To  
A.M.DeCoudres, 6/2/16)-Ent.

Collector's Return:

The within notice was executed by on S.F. McKenzie, this 22nd day of March, 1916.

G.W. Humphries,  
Tax Collector, Baldwin County.  
Per Roberts,  
Deputy Tax Collector.

Continuance:-----

Decree of Sale:

The State of Alabama, v Court of Probate, 17th day of April, 1916  
Baldwin County. Present, Hon. J.E.H. Smith, Judge.

It appearing to the Court that Taxes have been assessed against the Person mentioned in this Cause, to the amount of One hundred seventy-eight & 41/100 dollars, for the years 1915, and that the same are still due and unpaid; and it further appearing that notice of this proceeding has been given, as required by law, and that no valid defense has been interposed against the sale of such real estate for the payment of the taxes: It is therefore ordered, adjudged and decreed by the Court, that the State of Alabama has a lien for the payment of said amount and for the additional sum of Two and 75/100 dollars, for Fees, Charges and Costs in this behalf lawfully incurred on the following described real Estate, to-wit:

$S\frac{1}{2}$  of  $sw\frac{1}{4}$ ,  $ne\frac{1}{4}$  of  $sw\frac{1}{4}$ ,  $nw\frac{1}{4}$  of  $se\frac{1}{4}$  Sec. 25, T 4 S, R 5 E;  
 $se\frac{1}{4}$  of  $nw\frac{1}{4}$  Sec. 35, T 4 S, R 5 E; All Sec. 1, T 5 S, R 5 E;  $nw\frac{1}{4}$  of

ne $\frac{1}{4}$ , s $\frac{1}{2}$  of ne $\frac{1}{4}$ , e $\frac{1}{2}$  of w $\frac{1}{2}$  & se $\frac{1}{4}$  Sec. 2, T 5 S, R 5 E; sw $\frac{1}{4}$  of ne $\frac{1}{4}$ , w $\frac{1}{2}$ , w $\frac{1}{2}$  of se $\frac{1}{4}$ , Sec. 3, T 5 S, R 5 E; ne $\frac{1}{4}$ , s $\frac{1}{2}$  of nw $\frac{1}{4}$ , s $\frac{1}{2}$  Sec. 4, T 5 S, R 5 E; w $\frac{1}{2}$  of ne $\frac{1}{4}$ , w $\frac{1}{2}$ , w $\frac{1}{2}$  of se $\frac{1}{4}$  sec. 5, T 5 S, R 5 E; sw $\frac{1}{4}$  of ne $\frac{1}{4}$ , ne $\frac{1}{4}$  of ne $\frac{1}{4}$ , s $\frac{1}{2}$  of nw $\frac{1}{4}$ , nw $\frac{1}{4}$  of sw $\frac{1}{4}$ , se $\frac{1}{4}$  Sec. 6, T 5 S, R 5 E; nw $\frac{1}{4}$  of ne $\frac{1}{4}$ , se $\frac{1}{4}$  of ne $\frac{1}{4}$ , Sec. 8, T 5 S, R 5 E;

Begn 717 ft. E from nw cor. of nw $\frac{1}{4}$  Sec. 36, T 4 S, R 5 E, run E 486 ft. S 420 ft. W 486 ft., N 420 ft. to begn, Sec. 36, T 4 S, R 5 E; nw $\frac{1}{4}$  Sec. 12, T 5 S, R 5 E.

It is further ordered, adjudged and decreed by the Court that said Real Estate, or so much thereof as may be necessary, be sold for the payment of said Delinquent Taxes, and of said Fees, Charges and Costs, and of the Expenses of such Sale.

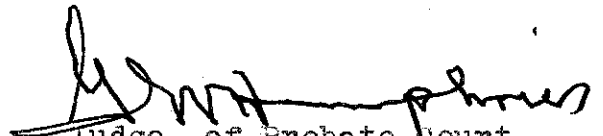
J.H.H.Smith, Judge of Probate.

The State of Alabama,     )  
County of Baldwin.     )

Probate Court.

I, G.W.Humphries, Judge of the Probate Court for said county in said State, and Custodian of all of the Records and Files thereof, hereby certify that the above and foregoing is a true, correct and complete copy of Delinquent Docket entry State vs. McKenzie & Gibson, as the same appears of record in Delinquent Docket #10B, at page 40, now on file in the office of Judge of Probate Court of Baldwin Co., Ala.

Witness my hand and the seal of said Court, this 16th day of September, A.D., 1930.

  
Judge of Probate Court,  
Baldwin County, Alabama.

my right C.

Names of Parties Assessed:-

Line #27, Assessment #141.

100

E $\frac{1}{2}$  of nw $\frac{1}{4}$  sec. 35, T 4 S, R 5 E;

NW $\frac{1}{4}$  of ne $\frac{1}{4}$ , s $\frac{1}{2}$  of ne $\frac{1}{4}$ , e $\frac{1}{2}$  of w $\frac{1}{2}$  and se $\frac{1}{2}$  Sec 2, T 5 S, R 5 E;

Ne  $\frac{1}{4}$ , s  $\frac{1}{2}$  of nw  $\frac{1}{4}$ , s  $\frac{1}{2}$  Sec. 4, T 5 S, R 5 E;

Sw $\frac{1}{4}$  of ne $\frac{1}{4}$ , ne $\frac{1}{4}$  of nw $\frac{1}{4}$ , s $\frac{1}{2}$  of nw $\frac{1}{4}$ , nw $\frac{1}{4}$  of sw $\frac{1}{4}$ , set $\frac{1}{2}$  Sec. 6,

Nw $\frac{1}{4}$  of ne $\frac{1}{4}$ , se $\frac{1}{4}$  of ne $\frac{1}{4}$  Sec. 8, T 5 S, R 5 E;

run E 486 ft., thence S 420 ft., thence W 486 ft., thence

NW $\frac{1}{4}$  Sec. 12, T 5 S, R 5 E.

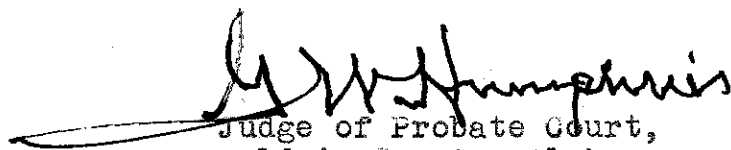
Assessment not marked Paid.

The State of Alabama,    !  
                              :  
County of Baldwin.        !

                              Court of Probate.

I, G.W.Humphries, Judge of the Probate Court in and for said County and State, and Custodian of all of the Records and Files thereof, hereby certify that the above and foregoing is a true, correct and complete copy of the assessment book entry as pertains to the lands of McKenzie & Gipson for the year 1915, as shown by the Records and Files in the office of Judge of Probate Court of Baldwin County, Alabama.

Witness my hand and the seal of said Court this 16th day of September, A.D., 1930.

  
Judge of Probate Court,  
Baldwin County, Alabama.



**The State of Alabama,**  
**Baldwin County**

**Circuit Court of Baldwin County, In Equity**

To Any Sheriff of the State of Alabama--GREETING:

WE COMMAND YOU, That you summon

A. M. DeCoudres,

c/o DeCoudres Brown, 58 W. Washington St.,  
Chicago, Illinois.

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

against said A. M. DeCoudres

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 27th day of

March 1930

T W Richerson Register

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

*Original*

SERVE ON \_\_\_\_\_  
Circuit Court of Baldwin County  
In Equity

No. \_\_\_\_\_

SUMMONS

A. M. DeCoudres et al

vs.

Leo T. Barber and

Florence P. Barber.

Solicitor for Complainant

Recorded in Vol. \_\_\_\_\_ Page \_\_\_\_\_

THE STATE OF ALABAMA,  
BALDWIN COUNTY

Received in office this \_\_\_\_\_

day of \_\_\_\_\_ 19\_\_\_\_

Sheriff

Executed this \_\_\_\_\_ day of \_\_\_\_\_

19\_\_\_\_

by leaving a copy of the within Summons with

Defendant

Sheriff

By \_\_\_\_\_

Deputy Sheriff

*Copy of Amended  
Bill also copy of  
Summons  
Registered A M  
Doubleday May 27/  
10 5-8 W Washington  
At Chicago Ill*

RECEIVED AT THE CLERK'S OFFICE OF THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, MAY 27, 1910, AT 10:58 AM. A COPY OF THE ABOVE SUMMONS WAS FILED FOR RECORD AND A COPY OF THE SAME WAS SERVED ON THE DEFENDANT BY THE SHERIFF OF BALDWIN COUNTY, ALABAMA, ON MAY 27, 1910, AT 10:58 AM.

Witness my hand and the seal of the Court at Baldwin County, Alabama, this 27th day of May, 1910.

*Exhibit A*

Tax Collector's Sale.

under and by virtue of decrees rendered in and by the Honorable Probate Court at the term thereof held on the 17th of April, 1916, against the lands hereinafter described, and in accordance with law, I hereby give notice that that on Friday, the Second day of June, 1916, between the hours of ten o'clock in the morning and four o'clock in the afternoon, I will proceed to sell at the front door of the Court House of Baldwin County, Alabama, at public outcry to to the highest bidder for cash the lands hereinafter described, or so much of the same as may be necessary for the payment of delinquent taxes and cost and charges due thereon.

Said sale will continue from day to day, between the hours of ten in the morning and four in the afternoon, until all of the lands are sold, as required by law.

BEAT 7

-----  
McKenzie & Gipson--

S $\frac{1}{2}$  of sw $\frac{1}{4}$ , ne $\frac{1}{4}$  of sw $\frac{1}{4}$ , nw $\frac{1}{4}$  of se $\frac{1}{4}$ , sec. 25, t 4 s, r 5 e;  
e $\frac{1}{2}$  of nw $\frac{1}{4}$ , sec. 35, t 4 s, r 5 e; all sec 1, t 5 s, r 5 e;  
nw $\frac{1}{4}$  of ne $\frac{1}{4}$ , s $\frac{1}{2}$  of ne $\frac{1}{4}$ , e $\frac{1}{2}$  of w $\frac{1}{4}$  and se $\frac{1}{4}$  sec. 2, t 5 s, r 5 e;  
sw $\frac{1}{4}$  of ne $\frac{1}{4}$ , w $\frac{1}{2}$ , w $\frac{1}{2}$  of se $\frac{1}{4}$ , sec 3, t 5 s, r 5 e; ne $\frac{1}{4}$ , s $\frac{1}{2}$  of nw $\frac{1}{4}$ ,  
s $\frac{1}{2}$ , sec. 4, t 5 s, r 5 e; w $\frac{1}{2}$  of ne $\frac{1}{4}$ , w $\frac{1}{2}$ , w $\frac{1}{2}$  of se $\frac{1}{4}$  sec. 5, t 5 s,  
r 5 e; sw $\frac{1}{4}$  of ne $\frac{1}{4}$ , ne $\frac{1}{4}$  of nw $\frac{1}{4}$ ; s $\frac{1}{2}$  of nw $\frac{1}{4}$ , nw $\frac{1}{4}$  of sw $\frac{1}{4}$ , se $\frac{1}{4}$  sec.  
6, t 5 s, r 5 e; nw $\frac{1}{4}$  of ne $\frac{1}{4}$ , se $\frac{1}{4}$  of ne $\frac{1}{4}$ , sec. 8, t 5 s, r 5 e;  
Begn 717 ft. e from nw cor. of nw $\frac{1}{4}$ , sec. 36, t 4 s, r 5 e, run  
e 486 ft. s 420 ft., w 486 ft. n 420 ft., to begn, sec. 36, t 4 s,  
r 5 e nw $\frac{1}{4}$  sec. 12, t 5 s, r 5 e. Taxes, fees and costs \$190.44.  
-----

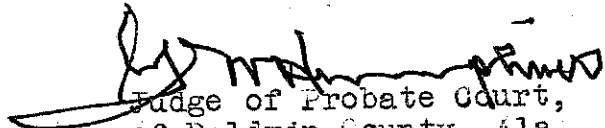
G.W.Humphries,  
Tax Collector, Baldwin County,  
Alabama.

State of Alabama,  
County of Baldwin.

! Court of Probate.

I, G.W.Humphries, Judge of the Probate Court for said County in said State, and custodian of all of the Records and Files thereof, hereby certify that the above and foregoing is a true, correct and complete copy of Sale of Land of McKenzie & Gipson for taxes of 1915, as the same appears from the files of The Baldwin Times, a newspaper published regularly in Baldwin County, Ala., in its issues of May 4, 1916, May 11, 1916 and May 18, 1916, now on file in office of Judge of Probate Court of Baldwin County, Ala.

Witness my hand and the seal of said Court, this 16th day of September, A.D., 1930.

  
Judge of Probate Court,  
of Baldwin County, Ala.

LEO T. BARBER AND  
FLORENCE P. BARBER,

Complainants,

-vs-

A. M. DeCOUDRES,

Respondent.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

IN EQUITY NO. 831

Comes now the Respondent and shows unto  
the court that the complainants are non residents;

Wherefore the Respondent moves that the  
Complainants be required to give security for the costs of  
this suit.

S Jenkins + Jesse F. Hogan  
Solicitors for Respondent

912

RECORDED

Motion to Deposit  
Costs.

Filed Aug 21/1929

J. W. McKeen

Alger

49.26 ms Lf 5-1 Dec 18

date of sale Jan 2, 1884

no 14278 in JBSMS-

TO THE HONORABLE F. W. HARE, JUDGE OF THE CIRCUIT  
COURT OF BALDWIN COUNTY, ALABAMA:

Comes Leo T. Barber and Florence F. Barber and  
humbly complaining against A. M. DeCoudres, respectfully  
shows unto your Honor as follows:

FIRST:

That your Complainants are each over the age of  
twenty-one years and residents of Moultrie, Georgia; that  
the said A. M. DeCoudres is over the age of twenty-one  
years and a resident of Cook County, Illinois, his post  
office address being 712 Clark Street, Evanston, Illinois

SECOND:

That your Complainant are the owners of and are in  
the actual, peaceable possession of the following described  
lands, situated in the County of Baldwin, State of Alabama,  
ever claiming to own the same, to-wit:

The Northeast quarter of Southwest quarter, South  
half of Southwest quarter and Northwest quarter  
of Southeast quarter of Section twenty-five,  
Township four South, Range five East;

East half of Northwest quarter of Section thirty-  
five, Township four South, Range five East;

All of Section one;

Southeast quarter of Northeast quarter, West  
half of Northeast quarter, East half of Northwest  
quarter, East half of Southwest quarter and South-  
east quarter of Section two;

Southwest quarter of Northeast quarter, West half  
of Southeast quarter and West half, (except ten  
acres described as follows: Beginning at the one-  
half Section point on the North boundary line of  
Section three, Township five South, Range five  
East, Baldwin County, Alabama, run West ten chains  
to a stake; thence South ten chains to a stake;  
thence East ten chains to a stake on the one-half  
Section line; thence North ten chains to place  
of beginning, containing ten acres and being in  
Section three, Township five South, Range five  
East, Baldwin County, Alabama.) of Section three;

Southwest quarter, South half of Northwest quarter and East half of Section four;

West half of East half and West half of Section five;

Southeast quarter, Southwest quarter of Northeast quarter, East half of Northwest quarter, Southwest quarter of Northwest quarter and Northwest quarter of Southwest quarter of Section six;

Northwest quarter of Northeast quarter of Section eight;

Northwest quarter of Section twelve;

All in Township Five South, Range Five East.

THIRD:

That the said Defendant claims or is reputed to claim some right, title or interest in, or encumbrance upon the above described lands, or some part thereof, and your Complainants call upon him to set forth and specify his title, claim, interest or encumbrance upon the same and how and by what instrument the same is derived and claimed.

FOURTH:

That there is no suit pending to enforce or test the validity of Complainants' title to the said land, or to enforce or test the validity of the Defendant's right, title, or interest in or encumbrance upon the said lands, or any part thereof.

Wherefore Complainants pray this Honorable Court will take jurisdiction of the cause made by this Bill of Complaint and make the said A. M. DeCoudres a party Defendant to this Bill of Complaint and by appropriate process require him to plead, answer or demur to the same within the time and under the penalties prescribed by law and the practice of this Honorable Court.

Complainants further pray that upon a final hearing of the cause made by this Bill of Complaint, this Honorable



will order and decree that the said Defendant, A. M. DeCoudres, has no right, title or interest in, or encumbrance upon the said lands, or any part thereof, and that the title to the said property be quieted and established in these Complainants as against the said A. M. DeCoudres, and that the said A. M. DeCoudres be forever enjoined from asserting, or attempting to assert, from claiming, or attempting to claim any right, title or interest in lien or encumbrance upon the said land, or any part thereof, and Complainants further pray for such other further or different relief as in equity they shall be entitled to receive in the premises.

Beebe Hall

Attorneys for Complainants.

FOOT NOTE:

That the Defendant is required to answer every allegation of the foregoing Bill of Complaint, paragraphs first to fourth, inclusive, but not under oath. Oath being hereby expressly waived.

Beebe Hall

Solicitors for Complainants.

STATE OF ALABAMA )  
BALDWIN COUNTY )

Before me, the undersigned Notary Public, in and for said County, in said State, this day personally appeared W. C. Beebe, who is known to me and who being by me duly sworn, deposes and says, that he is attorney for Complainants in the foregoing Bill of Complaint of Leo T. Barber and Florence P. Barber against A. M. DeCoudres in the Circuit Court of Baldwin County, Alabama, in equity, and that A. M. DeCoudres, the Defendant therein named, is a non resident of the State of Alabama, his post office address being 712 Clark Street, Evanston, Illinois., and is over the age of twenty-one years.

W. C. Beebe

Sworn to and subscribed before me this 24 day of July, 1929.

Eloise Slocumb  
Notary Public, Baldwin County, Alabama.

Copy of original bill sent by registered mail addressed to "A. M. DeCoudres, 712 Clark St, Evanston, Illinois" ~~marked~~ "for delivery to addressee only" package prepaid Return receipt requested this July 24, 1929

T. W. Ricemore  
Register

The State of Alabama, }  
Baldwin County

Circuit Court of Baldwin County, In Equity

To Any Sheriff of the State of Alabama—GREETING:

WE COMMAND YOU, That you summon

*John Bracy*  
*4741 N Western Ave*  
*Chicago - Ill*

of *Chicago* 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

*Leo T Barbour & Florence*  
*T Barbour*

against said

*John Bracy et al*

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

WITNESS, T. W. Richerson, Register of said Circuit Court, this 17 day of

*March* 1930

*T W Richerson* Register

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

SERVE ON \_\_\_\_\_

Circuit Court of Baldwin County  
In Equity

No. \_\_\_\_\_

SUMMONS

*Leo T. Barber*  
*J. P. Bonner*  
*Barber*

vs.

*John Bruce*  
*et al*

*Beane Wall*  
Solicitor for Complainant

Recorded in Vol \_\_\_\_\_ Page \_\_\_\_\_

THE STATE OF ALABAMA,  
BALDWIN COUNTY

Received in office this \_\_\_\_\_

day of \_\_\_\_\_ 19 \_\_\_\_\_

Sheriff.

Executed this \_\_\_\_\_ day of \_\_\_\_\_

19 \_\_\_\_\_

by leaving a copy of the within Summons with

Defendant.

Sheriff.

By \_\_\_\_\_ Deputy Sheriff.

*Relieved*  
*Receipt*  
*Rec'd 21*  
*Jan 1930*  
Copy of Summons  
✓ Copy of  
Arrested Bill  
Registered John  
Bruce 4747 Western  
Care Chicago Ill  
J. W. Williams Register

# RETURN RECEIPT

Received from the Payee the amount of Dollars and Cents, the receipt of which appears on the face of the Card.

Date of Receipt: 1/1/1911

Payee's Name

Payee's Address

Payee's City

# RETURN RECEIPT

Received from the Payee the amount of Dollars and Cents, the receipt of which appears on the face of the Card.

Date of Receipt: 1/1/1911

Payee's Name

Payee's Address

Payee's City

LEO F. BARBER and FLORENCE  
P. BARBER,

Complainants,

vs

A. L. DeCOUDRES,

Respondent.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

IN EQUITY.

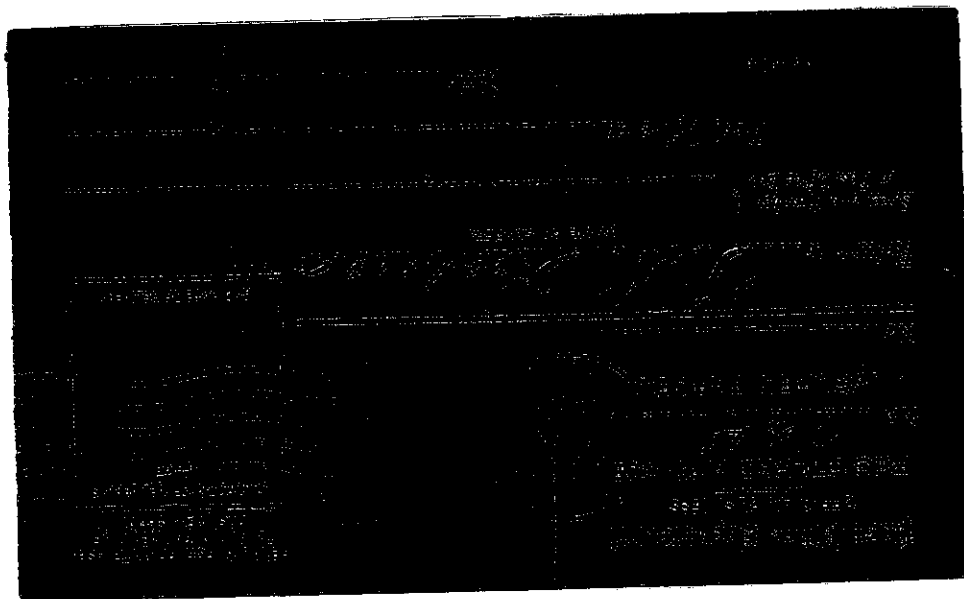
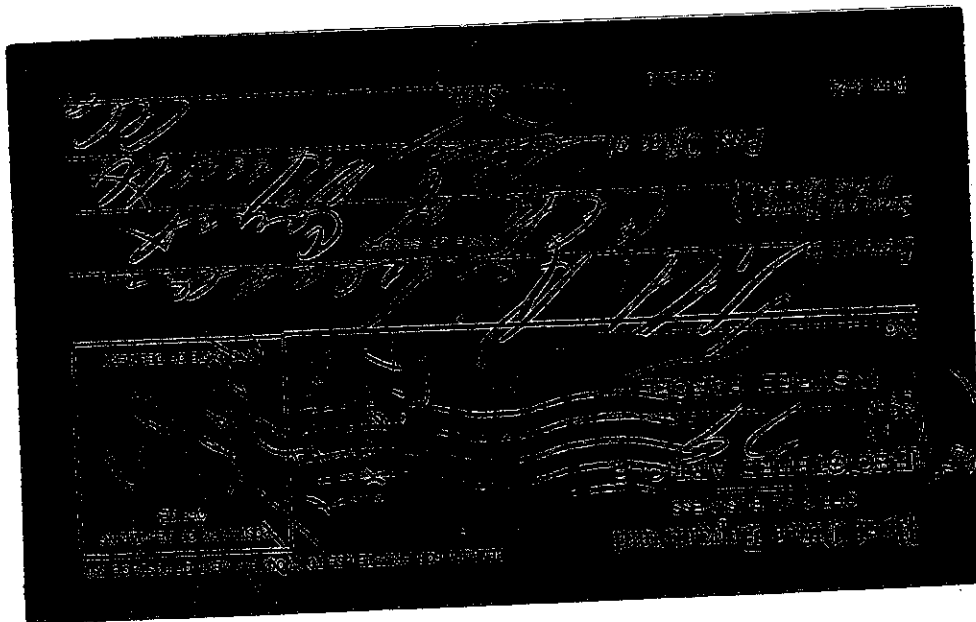
This cause coming on to be heard upon Respondent's  
Demurrers to the original bill as amended, said demurrers filed  
in this cause October 10, 1929, W. C. Beebe, Esquire, appearing  
for the Complainants, and S. C. Jenkins, Esquire, appearing for  
the Respondent, and the said demurrers being considered by the  
Court, the Court is of the opinion that they are not well taken.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the  
said demurrers be and the same are hereby over-ruled.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the  
Respondent have thirty days from this date to answer the said  
bill of complaint.

Done this the 6th., day of January, 1930.

J. W. Hare  
JUDGE.



LEO F. BARBER and FLORENCE  
P. BARBER,

Complainants,

vs

A. L. DeCOUDRES,

Respondent.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

IN EQUITY.

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Done this the 6th., day of January, 1930.

J. W. Hare  
JUDGE.



Complainants,

A. M. DeCOUDRES and JOHN  
BRASY,

Defendants.

BALDWIN COUNTY, ALABAMA.

IN EQUITY.

There is no equity in said cross bill.

*Deke Lee*  
ATTORNEYS FOR COMPLAINANTS.

LEO T. BARBER and FLORENCE  
P. BARBER,

Complainants,

vs

A. M. DeCOUDRES,  
Defendant.

) IN THE CIRCUIT COURT OF  
)  
)  
) BALDWIN COUNTY, ALABAMA.  
)  
(

Come the Complainants and Cross-Respondents in the above styled cause, and without waiving their demurrer heretofore filed in the said cause to the said cross bill, but insisting upon the same, file this their answer.

Answering the second paragraph of the said cross bill say that the Defendant and Cross-Complainant was not the owner of the lands described in the bill of complaint at the time of the filing of said bill of complaint, nor the owner thereof at this time, and was not then and is not now in possession of the said lands, claiming to own the same, and has never been in possession of the said lands or any part thereof.

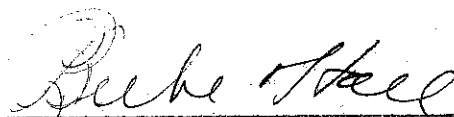
Answering the fourth paragraph of said cross bill the Complainants and Cross-Respondents say that the Defendant is not the owner of the lands described in the bill of complaint by adverse possession under the short statute of limitations for actions or suits to recover lands claimed and held under tax title, nor is he the owner of the said lands in any manner whatever, but that the said lands are owned by the Complainants and Cross-Respondents.

Answering fifth paragraph of the cross bill Complainants and Cross-Respondents say that they have no knowledge of the assessment for taxes for the year 1915 to the firm of McKenzie and Gibson, and no knowledge as to whether or not they paid the taxes thereon for the said year, and no knowledge as to whether or not Respondent claims under a tax sale as alleged in the said paragraph of the said cross

bill, no knowledge of any deed as alleged therein, or certificate issued thereunder, but denies the said allegations and demand strict proof the same, and further answering the allegations of the said paragraph say that the Respondent had not, prior to the filing of the bill of complaint, held the said lands adversely for a period of more than three years, nor for any length of time whatever, but that during the whole of the time from the original sale of the said lands, to-wit, June 2, 1916, to the date of the filing of the bill of complaint, these Complainants and Cross Respondents and those through whom they claim have been continuously in possession of the said lands owning the same and claiming to own the same;

And further answering the said cross bill Complainants and Cross-Respondents say that W. H. Barber was the owner of the said lands at the time of the alleged assessment of the said lands and these Complainants and Cross-Respondents are the heirs of the said W. H. Barber, the said W. H. Barber having died intestate prior to the filing of this suit, and that W. D. Owens, Jr., was the owner of the said lands at the time of the alleged sale of the said lands and these Complainants and Cross-Respondents are the vendees of the said W. D. Owens, Jr., the said W. D. Owens, Jr., having conveyed the said lands to these Complainants by Deed dated May 2, 1929, and recorded in the office of the Probate Judge of Baldwin County, Alabama, in Deed Book 46NS, pages 282-3.

WHEREFORE, having fully answered the said cross bill these Complainants pray that they may go hence with their reasonable costs.



ATTORNEYS FOR COMPLAINANTS.

LEO T. BARBER AND FLORENCE  
P. BARBER,  
Complainants,

vs

A. M. DeCOUDRES, ET AL,  
Defendants.

( IN THE CIRCUIT COURT OF  
{  
{ BALDWIN COUNTY, ALABAMA.  
{  
{ IN EQUITY,  
{  
{ #851.  
{

Come the Complainants in the above styled cause and  
move to exclude the testimony of G. W. Humphries as set out in the  
agreed state of facts and as grounds therefor say:

FIRST:

Said testimony is irrelevant, incompetent, immaterial and  
insufficient.

SECOND:

Said testimony is not the best evidence.

THIRD:

Said testimony is secondary evidence.

FOURTH:

Because the record is the best evidence.

  
ATTORNEYS FOR COMPLAINANTS.

Leo T. Barber  
Florence P. Barber,  
Complainants

-- vs -----

A.M. DeCoudres,  
Respondent .

No 831 In Circuit Court of  
Baldwin County, Alabama.  
In Equity .

Answer and Cross Bill:

Without waiving the motion for deposit of costs heretofore filed in this cause, the respondent, A.M. DeCoudres answers as follows:-

1st. He admits the averments of paragraph First of the Bill of the Complaint to be true and alleges the same .

2nd. He denies the averments of paragraph Second of the Bill .

Complainants were not at the time of the filing of the Bill the owners of the land described in the Bill. The Complainants were not at the time of the filing of the Bill in the actual peaceable possession of said land; this respondent was at the time of the filing of the Bill the owner of said land described in same and was at that time and is now in the actual possession of said land, claiming to own the title to the same or thereto.

3rd. He admits and avers, as stated in the Third paragraph of the Bill of Complaint, that respondent claims as therein stated; but he denies the mere averment in said paragraph Fourth of the Bill as to the pending of suits to enforce or test the claims respectively averred as claimed by the respondent <sup>in</sup> paragraph Third of the Bill.

4th. Respondent, answering the Third paragraph of the Bill further alleges and says that he claims to own and does own the title to the lands described in the Bill of Complaint by adverse possession under the short statute of limitations for actions or suits to recover ~~lands~~ lands claimed and held under tax deeds.

5th. Respondent answering further the Third Paragraph of the Bill - alleges and says that the lands described in the complaint were - assessed for taxes for the State of Alabama and county of Baldwin for taxes for the year 1915 ( tax year) to the firm of McKenzie & Gibson, a partnership composed of S.F. McKenzie and W.O. Gibson; that said McKenzie & Gibson failed to pay the taxes due on said lands for the year 1915; that respondent claims under a tax sale of said lands described in the Bill of Complaint by the tax collector of Baldwin

County , Alabama, which was made, on towit, June 2nd, 1916, for the taxes due for said tax year 1915; that said tax collector did, ontowit, said day, sell said lands for said taxes, knocked them down to this - respondent as the purchaser at the sale and the respondent received ~~a~~ from said tax collector a certificate of purchase, dated, said day . Thereafter respondent turned in said certificate to the Judge of Probate of said county and said Judge of Probate executed to this - respondent a tax deed for said lands on the 9th day of August, 1918; Respondent attaches hereto as " exhibit A" a copy of said tax deed and makes the same a part hereof and avers that under said tax deed the respondent has, prior to the filing of the Bill of Complaint, held said lands adversely thereunder for a period of more than three years, having been for the said period~~x~~ , atleast , of three years consecutively, in the open, notorious, continuous and peaceable and/actual possession of said lands, claiming to own the same and claiming them and it under said tax deed.

Wherefore respondent prays that this answer be taken and treated as a Cross- Bill against the complainants .

He further prays that on a hearing, the complainants<sup>n</sup> be decreed to have no right, title or interest in or lien or incumbrance on said - lands and that the respondents' title thereto be established as - against complainants' and that the cross- complainant be decreed to be the owner of said land.

And cross- complainant prays for such other and further or different relief in the premises as in equity and good conscience he ought to have .

*S. J. Jenkins and*  
*Isaac F. Hogan*

Solicitors for Cross Complainant and  
 Respondent .

Foot Note:

The Complainants Leo T Barber and Florence P Barber are required to answer the foregoing Cross- Bill from paragraph 1 to 5 inclusives, but not under oath; their oaths to their answer is waived.

*S. J. Jenkins and Isaac F. Hogan*  
 Solicitors for Respondents Cross Complainants

Re cord

July March - 1930

Barber  
102

Alcanares

Motion to exclude  
testimony of  
Geo Thompson

(6)

Filed Oct 28/1930

D W Hickman  
Register



RECORDED

Filed May 24/30  
D. W. Rice  
Register

Barker, Leo T. et al  
vs

A.M. LeCaudre

Discrepancy  
denials

RECORDED

Filed June 6, 1936

TOR, Richmond

Register

(Recorded on Minutes)  
(Page 299)