

TO THE HONORABLE F. W. HARE, JUDGE OF THE TWENTY-FIRST JUDICIAL
CIRCUIT OF ALABAMA, SITTING IN EQUITY, BALDWIN COUNTY.

Complainant, A. G. Seifried, Inc., a Louisiana corporation, brings this bill of complaint against Old Spanish Fort Development Company, a corporation, and respectfully shows unto your Honor that:

ONE

Complainant is a corporation under the laws of Louisiana having its principal office at Baton Rouge, Louisiana. Respondent, Old Spanish Fort Development Company, is a Delaware corporation having a place of business in Baldwin County.

TWO

Respondent Development Company own and possess a certain tract of land situate in Baldwin County, Alabama, particularly described as follows:

A certain tract or parcel of land, together with all the buildings and improvements thereon, situated in the County of Baldwin, State of Alabama, and known as The Old Spanish Fort property, and more particularly described as follows, to-wit: Beginning at the quarter section point on the section line between Section Twenty-nine (29) and Section Thirty (30) Range One (1) East, Township Four (4) South, Baldwin County, Alabama; thence, East along the quarter section line of Section Twenty-nine (29) a distance of approximately two thousand six hundred and forty-five and nine-tenths (2,645.9) feet to the center point of Section Twenty-nine (29); thence, North along the quarter section line of Section Twenty-nine (29) a distance of approximately two thousand six hundred and forty-six (2,646) feet to the quarter section point on the section line between Sections Twenty (20) and Twenty-nine (29); thence, North along the quarter section line of Section Twenty (20) a distance of approximately one thousand three hundred and twenty-four and seven-tenths (1,324.7) feet; thence, East a distance of approximately two thousand six hundred and forty-seven and four-tenths (2,647.4) feet to the intersection of the section line between Sections Twenty (20) and Twenty-one (21); thence, North along the section line between Sections Twenty (20) and Twenty-one (21) a distance of approximately three thousand nine hundred and sixty-three (3,963) feet to the section corner to Sections Sixteen (16), Seventeen (17), Twenty (20) and Twenty-one (21); thence, North along the section line between Sections Sixteen (16) and Seventeen (17) a distance of ap-

proximately two thousand six hundred and forty (2,640) feet to the quarter section point on section line between Sections Sixteen (16) and Seventeen (17); thence West along the quarter section line of Section Seventeen (17) a distance of approximately three thousand nine hundred and sixty-seven (3,967) feet; thence North a distance of approximately one thousand two hundred and eighty (1,280) feet; thence, West a distance of approximately five hundred and twenty (520) feet to the edge of Bayminette Creek; thence, Westerly along the meandering of the south edge of Bayminette Creek to Cypress Point; thence Southwesterly, westerly, and Northwesterly along the meandering of the south edge of Minette Bay to Cedar Point. Return to the point of beginning at the quarter section point on section line between sections Twenty-nine (29) and Thirty (30), Range One (1) East, Township Five (5) South; thence, South along the section line between Sections Twenty-nine (29) and Thirty (30) a distance of approximately one thousand three hundred and twenty-two and five-tenths (1322.5) feet; thence, West a distance of approximately two thousand six hundred and forty (2640) feet to the intersection of the quarter section line of Section Thirty (30); thence South along the quarter section line of Section Thirty (30) a distance of approximately one thousand three hundred and twenty-two and five-tenths (1322.5) feet to the quarter section point on the section line between Sections Thirty (30) and Thirty-one (31); thence, East along the section line between Sections Thirty (30) and Thirty-one (31) a distance of approximately one thousand three hundred and nineteen and forty-five hundredths (1319.45) feet; thence south a distance of approximately two thousand six hundred and fifty-four and six-tenths (2654.6) feet to the north boundary of the Louis Dolive Grant; thence, South eighty-eight degrees and fifteen minutes (88 degrees, 15') West along the north boundary of the Louis Dolive Grant a distance of approximately one thousand three hundred and twenty-three and forty-five hundredths (1323.45) feet to the intersection of the quarter section line of Section Thirty-one (31); thence, North along the quarter section line of Section Thirty-one (31) a distance of approximately one thousand six hundred and eighty-seven and one-tenth (1687.1) feet; thence, West a distance of approximately one thousand and fifty (1050) feet to the east edge of the north fork of Dolive Creek; thence, Northwesterly along the meandering of the east edge of the north fork of Dolive Creek to its intersection with the range line between Section Thirty (30) Range One (1) East, Township Four (4) South, and Section Twenty-five (25) Range One (1) West, Township Four (4) South; thence, North along the range line between Section Thirty (30) Range One (1) East, Township Four (4) South, and Section Twenty-five Range One (1) West, Township Four (4) South a distance of approximately two thousand three hundred and twenty-five (2325) feet to the south boundary of the old Alexis Trouillette Grant; thence, West along the south boundary of the Old Alexis Trouillette Grant a distance of approximately four hundred and twenty-five (425) feet to the east edge of Ducker's inlet; thence northerly along the meandering of the east bank of Ducker's Inlet to the mouth of Spanish Fort Branch; thence, Northerly along the meandering of the east bank of Spanish Fort River to Cedar Point; all of which incloses two thousand six hundred and thirty-two and thirty-eight hundredths (2632.38) acres of land and all of which is located in parts of Sections Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-nine (29),

Thirty (30) and Thirty-one (31) of Range One (1) East, Township Four (4) South and parts of Sections Thirteen, Twenty-four (24) and Twenty-five (25) of Range One West, Township Four (4) South, all in Baldwin County, Alabama; and which boundary description is taken from the plat prepared by the Durant Engineering Company of Mobile, Alabama and dated August 18, 1928; LESS two (2) small tracts or parcels of land described, to-wit:

FIRST: A certain triangular shaped tract of land containing approximately one and one-half ($1\frac{1}{2}$) acres located in Section Twenty-five (25) Range One (1) West, Township Four (4) South, Baldwin County, Alabama; being bounded on the east by the range line between Section Twenty-five (25), Range One (1) West, Township Four (4) South and Section Thirty (30), Range One (1) East, Township Four (4) South; on the South by the north boundary line of the old Alexis Trouillette Grant; and on the Northwest by the Southeast boundary of the Old LeFrory Trouillette and Idane Chastang Grant.

SECOND: A certain rectangular tract of land containing nine (9) acres of land located in the south-central part of Section Eighteen (18) and the north-central part of Section Nineteen (19), Range One (1) East, Township Four (4) South, Baldwin County, Alabama; and bounded on the north by the meandering of the south edge of Minette Bay.

THREE

Complainant has performed landscape services as landscape architects and engineers in the planning, designing, surveying and construction of a tract or subdivision known as The Old Spanish Fort property, which property is the tract of land hereinabove fully described under and by virtue of a contract with the owner and proprietor thereof or its agent, and has furnished materials which have been used in the development of said property, said services and materials having been used by the respondent Development Company in altering or beautifying or improving said lands.

FOUR

Within six months after the indebtedness for said services and materials accrued from the respondent Development Company to the complainant, your complainant filed in the office of the Judge of Probate of said County a statement in writing, verified by the oath of its President, A. G. Seifried, a person having knowledge of the facts, containing the amount of the demand

secured by the lien claimed by the complainant on said lands and upon the materials furnished by the complainant to the respondent Development Company, upon which there were and are no just credits; also containing a description of the property on which the lien is claimed in such a manner that the same may be identified, and the name of the owner thereof.

FIVE

Though complainant furnished to the respondent the aforesaid services and materials and the respondent used the same in the improvement of said property and promised to pay the complainant therefor the sum of Five Thousand Five Hundred Twenty-three and 33/100 Dollars (\$5,523.33) with interest from, to-wit, the 13th day of December, 1929 at the rate of six percent per annum, said indebtedness accruing and becoming due on November 28th, 1929, yet the respondent Development Company has totally failed to pay the same or any part thereof.

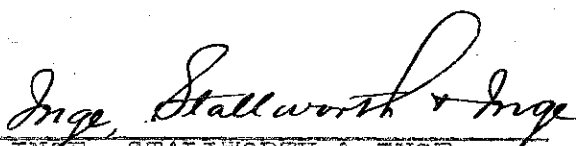
PRAYER FOR PROCESS

Complainant prays that the respondents hereinabove named be made parties hereto and be required by the usual process to appear and make defense if any they have hereto as provided by law and the practice of this Honorable Court.

PRAYER FOR RELIEF.

Complainant prays that upon the submission of this cause this Honorable Court will adjudge and decree that the respondent Old Spanish Fort Development Company is indebted to complainant in the amount and manner alleged together with interest thereon, and that the complainant is entitled to a lien upon the hereinabove described property as provided by the Material-man's Lien Law of the State of Alabama; that said lien is prior to the lien of the respondents, or if the complainant be mistaken in alleging that his lien is superior to the claims of all persons, then that the court by its decree will find, order and adjudge the respective rights and relations of the parties to the property hereinabove described; that the respondent, Old Spanish Fort Development Company, be required within some short time to pay

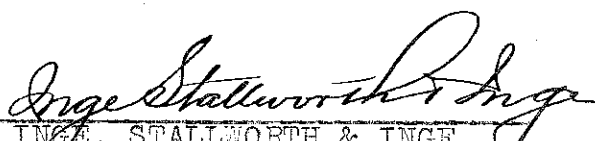
complainant's lien, together with the costs herein incurred, and failing so to do, that the Register of this Honorable Court be directed to sell said property and from the proceeds thereof satisfy and pay complainant's lien. Complainant prays for all such other, further and different relief as by the law and practice of this Honorable Court it is entitled to receive.



INGE, STALLWORTH & INGE,
Solicitors for Complain-
ant, Mobile, Ala.

FOOT NOTE:

Respondents are required to answer the foregoing bill and each paragraph thereof, but answer under oath is expressly waived.



INGE, STALLWORTH & INGE,
Solicitors for Complain-
ant, Mobile, Alabama.

A. G. SEIFRIED, INC.,
a corporation,
Complainant,

vs.

THE OLD SPANISH FORT DEVEL-
OPMENT COMPANY, a corporation,
Respondent.

IN THE CIRCUIT COURT-EQUITY SIDE.

STATE OF ALABAMA.

BALDWIN COUNTY.

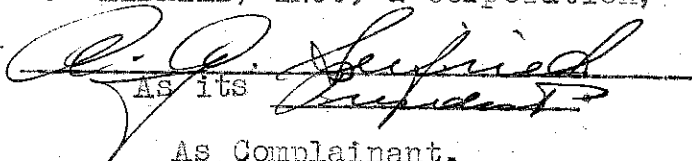
MOTION BY COMPLAINANT TO DISMISS CAUSE.

TO THE HON. T. W. RICHMONSON, REGISTER:

Comes the Complainant and, before the filing of an Answer or Cross Bill, dismisses this cause and makes this its application and motion that the Register enter on the minutes an Order of Dismissal.

A. G. SEIFRIED, INC., a corporation,

By


As its
As Complainant.

(Corporate Seal)

9th 1st Equity
Original Bill

RECORDED

Bill to enforce
Lien.

Filed May 27th/93
D. W. McInnis
Register

FR 430 Bill.

June 21/93
Cost \$25.00 on
Cost.

IN EQUITY.

Q. G. Siegfried
vs.

VS.

Old Spanish Fort Development Co.

Defendant

FEES OF REGISTER

FEES OF REGISTER		Dollars	Cts.
Issuing each bill and other papers.....	4	\$ 10	40
Issuing each subpoena.....		50	50
Issuing each copy thereof.....		40	40
Entering each return thereof.....		15	15
For each order of publication.....		1 00	
Issuing writ of injunction.....		1 50	
For each copy thereof.....		50	
Entering each return thereof.....		15	
Issuing writ of attachment.....		1 00	
Entering each return thereof.....		15	
Docketing each case.....		1 00	1 00
Entering each appearance.....		25	25
Issuing each decree pro confesso on persl ser.....		1 00	
Issuing " " " " " publication.....		1 00	
Each order appointing guardian.....		1 00	
Any other order by Register.....		50	
Issuing commission to take testimony.....		50	
Receiving and filing.....		10	
Endorsing each package.....		10	
Entering order submitting ^{DISMISSING} cause.....		50	50
" any other order of court.....		25	
Noting all testimony.....		50	
Abstract of cause, etc.....		1 00	
Entering each decree.....		75	
For every 100 words over 500.....		15	
Taking account, etc.....		3 00	
" testimony, etc.....		15	
Each report, 500 words or less.....		2 50	
For every 100 words over 500.....		15	
Amount claimed less than \$500, etc.....		2 00	
Issuing each subpoena.....		25	
Witness certificate, each.....		25	
Issuing execution, each.....		75	
Entering each return.....		15	
Taking and approving bond, each.....		1 00	
Making copy of bill, etc.....		15	3 44
Each notice not otherwise provided for.....		50	
Each certificate or affidavit, with seal.....	3	50	1 50
" " " " " no ".....		25	
Hearing and passing on application, etc.....		3 00	
Each settlement with receiver, etc.....		3 00	
Examining each voucher of receiver, etc.....		10	
" " answer, etc.....		3 00	
Recording resignation, etc.....		75	
Entering each certificate to Supreme Court.....		50	
Taking questions and answers, etc.....		25	
For all other service relating to such proceedings.....	1	00	
For services in proceeding to relieve minors, etc., same fees as in similar cases.			
Commission on sales, etc.: 1st \$100. 2 per cent; all over \$100, and not exceeding \$1,000. 1 1-2 per cent; all over \$1,000 and not exceeding \$20,000. 1 per cent; all over \$20,000. 1-4 of 1 per cent.			
SUB TOTAL CARRIED FORWARD.....			8 84

For receiving, keeping and paying out or distributing money, etc : 1st \$1,000, 1 per cent; all over \$1,000, and not over \$5,000, 3-4 of 1 per cent; all over \$5,000, and not exceeding \$10,000, 1-2 of 1 per cent; all over \$10,000, 1-4 of 1 per cent.

Receiving, keeping and paying out money paid in-
to court, etc., 1-2 of 1 per cent of amount re-
ceived.

Each notice sent by mail to creditors_____ 15

Filing, receipting for and docketing each claim, etc. 25

For all entries on subpoena booklet, etc. 50

For all entries on commission docket, etc ----- 50

Making final record, per 100 words 15

Certified copy of decree..... 1.00

[Acts 1915]

Total fees of Register

Serving and returning subpoena on deff.	\$ 1 50
Serving and returning subpoena for witness	65
Levying attachment	1 50
Entering and returning same	25
Selling property attached	
Impaneling jury	75
Executing writ of possession	2 50
Collecting execution for costs	1 50
Serving and returning sci. fa., each	65
Serving and returning notice	65
Serving and returning writ of injunction	1 50
Serving and returning writ of exeat	1 50
Taking and approving bonds, each	75
Collecting money on execution	
Making deed	2 50
Serving and returning application, etc.	1 00
Serving attachment, contempt of court	1 50

Total fees of Sheriff-----

Register's Fees	
Sheriff's Fees	
Commissioner's Fees	
Solicitor's Fees	
Witness Fees	
Guardian Ad Litem	
Printer's Fees	
Trial Tax	3 00
Recording Decree in Probate Court	

Total

25. ac

17 84

211

Received payment, this 14 day of July 1930

Enclosure Serial Cx# 7th book of deposit

REGISTER.

INGE, STALLWORTH & INGE

ATTORNEYS AT LAW
309-13 VAN ANTWERP BUILDING
MOBILE, ALABAMA

FRANCIS J. INGE
NICHOLAS E. STALLWORTH
FRANCIS H. INGE
HARRY SEALE

June 20th, 1930.

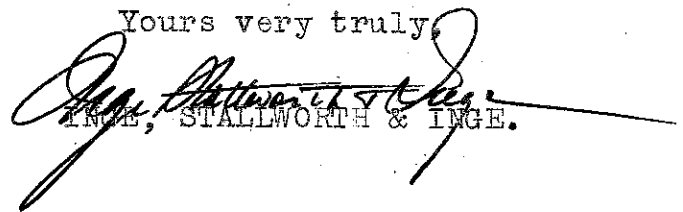
Hon. T. W. Richerson,
Register in Chancery,
Circuit Court of Baldwin County,
Bay Minette, Alabama.

Dear Mr. Richerson:

Herewith we hand you check of A. G.
Seifried, Inc., payable to the order of Clerk of court,
Bay Minette County, Alabama, as representing security
for the costs of court in the case of A. G. Seifried, Inc.
vs Old Spanish Fort Development Company.

With kindest regards, we are,

Yours very truly,


INGE, STALLWORTH & INGE.

FHI:AG

RECORDED

SERVE ON _____

Circuit Court of Baldwin County
In Equity

No. _____

SUMMONS

A.G. Siefried,

vs.

Old Spanish Fort Development
Co.

Inge, Stallworth & Inge.

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.

*Service hereof accepted
this May 27, 1930.
The Old Spanish Ft.
Development Co.
By Norman Hearn
As its Attorney
& Record,*

Circuit Court, Baldwin County, Ala.
In Equity.

No. 876

Q. G. Siegfried

VS.

*Old Spanish Fort Develop-
ment Co.*

COST BILL

Paid July 14th 1924 19

D. W. Reardon

Register.