

STATE OF ALABAMA,     §  
                              \*     IN THE CIRCUIT COURT OF SAID COUNTY.  
COUNTY OF BALDWIN.   §     IN EQUITY     No. \_\_\_\_\_

TO THE HONORABLE F. W. HARE, JUDGE:-

Humbly complaining your orator, Baldwin County Bank, as complainant brings this bill of complaint against W. Ramsey Stuart and Gladys M. Stuart, as respondents and respectfully shows:

FIRST.

Complainant is a corporation organized under the laws of the State of Alabama, and is engaged in the bank business in Baldwin County, Alabama; The respondents are resident citizens of Baldwin County, Alabama, each of them is over the age of twenty-one years and they are husband and wife.

SECOND.

The respondent, W. Ramsey Stuart, is and was prior to July 6th, 1931, indebted to complainant in the sum of Twenty-Two Thousand, Eight Hundred Three and 87/100 (\$22,803.87) dollars, with interest thereon, <sup>now evidenced</sup> by the promissory notes described as follows, viz:

Promissory note for \$2064.02 made by him on December 11th, 1931, and payable to the order of complainant on February 11th, 1932.

Promissory note for \$3752.20 made by him on July 9th, 1931, and payable to the order of complainant on December 9th, 1931.

Promissory note for \$5000.00 made by him on December 6th, 1931, and payable to the order of plaintiff on February 5th, 1932.

Promissory note for \$1600.00 made by him on December 19th, 1931, and payable to the order of complainant on January 18th, 1932, on which there is a balance due amounting to \$658.25, which said note is secured by five shares of the capital stock of the American National Bank and Trust Company.

Promissory note for \$79.75 made by S. M. Waters, dated February 3rd, 1930, and payable to the order of complainant on July 1st, 1930, on which there is a balance due of \$30.20. The said note is endorsed by the defendant, W. Ramsey Stuart and next above his signature of endorsement provides: "Each endorser whose name appears below hereby waives all his right of exemption and

also waives presentment for payment, protest and notice of protest and non-payment of the within note and agrees that said endorsement shall remain good and binding until said note is fully paid."

Promissory note for \$6000.00 executed by K. T. Riley, dated October 18th, 1931, and payable to the order of complainant on January 18th, 1932, the said note is endorsed by the defendant, W. R. Stuart and next above his signature of endorsement provides: "Each and every endorser of this note hereby waives all right of exemption of property from levy and sale under execution or other process for the collection of debts as provided for in the constitution and laws of the State of Alabama, or any other state in the United States of America, and it is hereby agreed by each endorser hereof that he shall pay all costs of collecting this note after failure to pay when same becomes due under the terms hereof, including a reasonable attorney's fee for all services rendered in any way in any suit against any endorser or in collecting or attempting to collect or in securing or attempting to secure this debt and they agree that time of payment may be extended without notice to them of such extension. The bank at which this note is payable is hereby authorized to apply on or after maturity to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor or any one of them. Each and every endorser of this note hereby waives demand, protest and notice of protest and all requirements necessary to hold them as endorsers. The said note is the property of complainant."

Promissory note for \$5000.00 executed by C. F. Kirsh, dated December 6th, 1931, payable to the order of Complainant February 5th, 1932. The said note is endorsed by the respondent, W. Ramsey Stuart and next above his signature of endorsement provides: "Each endorser whose name appears below hereby waives all his right of exemption and also waives presentment for payment, protest and notice of protest and non-payment of within note and agrees that said endorsement shall remain good and binding until said note is fully paid. The said note is the property of the complainant."

Promissory note for \$300.00 executed by P. J. McCarty and Susan L. McCarty, dated December 14th, 1931, and payable to the order of complainant on March 13th, 1932, on which there is a balance due amounting to \$299.20. The said note is endorsed by the respondent, W. Ramsey Stuart and next above his signature of endorsement provides: "Each endorser whose name appears below hereby waives all his right of exemption, and also waives presentment for payment, protest and notice of protest and non-payment of within note and agrees that said endorsement shall remain good and binding until said note is fully paid."

All of the said notes hereinabove described provide that in event default is made in payment of the said notes and the same are placed in the hands of attorneys for collection, the makers agree to pay a reasonable attorney's fee for the collection of said notes and in all of them the said W. Ramsey Stuart waived exemption as to personal property.

### THIRD.

On to-wit; January 23rd, 1932, the respondent, W. Ramsey Stuart, filed in the office of the Probate Judge of Baldwin County, Alabama, a deed of conveyance to his wife, Gladys M. Stuart, a true and correct copy of which is attached to this bill of complaint,

marked "Exhibit A," is now referred to and by reference is made part of this bill of complaint. The said deed is recorded in Deed Record No. 51, pages 481 and 482 in the office of the Probate Judge of Baldwin County, Alabama, and complainant alleges that the property described in said deed constitutes all or substantially all of the property of the respondent, W. Ramsey Stuart, subject to execution.

FOURTH.

Complainant further avers that while the aforesaid deed from W. Ramsey Stuart to Gladys M. Stuart purports to have been executed on July 6th, 1931, it was not filed for record until January 23rd, 1932, and complainant is informed and believes and upon such information and belief states that it was executed on or about the date it was filed for record.

FIFTH.

Complainant further avers that while the deed purports to have been given for one dollar and love and affection, and further recites that it was given in payment of a previous loan in excess of \$8000.00, no sufficient consideration was in fact paid and the effect of the deed was to hinder and delay complainant in the enforcement of its aforesaid claim.

SIXTH.

Complainant further shows that if it is mistaken in its averment that no sufficient consideration was paid therefor, the said deed was given in payment of or to secure an antecedent debt by which the respondent, Gladys M. Stuart secured a preference or priority of payment over the remaining creditors of said W. Ramsey Stuart and the conveyance should be treated as a general assignment and enure to the benefit of all creditors of the said W. Ramsey Stuart equally.

The premises considered complainant prays that your Honor will take jurisdiction of the cause made by this bill of complaint and that by the proper process issuing to them from this court the said W. Ramsey Stuart and Gladys M. Stuart be made parties respondent hereto and be required to answer the charges herein made in all

things as required by the rules and practices of this court;

Complainant further prays that your Honor will order a reference to ascertain the amount due by the said W. Ramsey Stuart to complainant and will enter judgment against him with waiver of exemptions, for the amount so found to be due, such judgment to include interest on the aforesaid notes and reasonable attorney's fees for the collection of same.

Complainant further prays that your Honor will direct the five shares of the capital stock of the American Bank and Trust Company to be sold and the proceeds credited on the note for which said stock was given as collateral security.

Complainant further prays that your Honor upon hearing the evidence in said cause will enter a decree setting aside and cancelling the deed from the said W. Ramsey Stuart to the said Gladys M. Stuart hereinabove referred to if found to be given without a good and valid consideration and ordering the property therein described to be sold for the satisfaction of complainant's said judgment; or if complainant is mistaken in its belief that no sufficient consideration was given for said deed, your Honor will enter a decree declaring said deed a general assignment to enure to the benefit of complainant and all other creditors of the said W. Ramsey Stuart who will join in and pay their proportionate part of the costs of this litigation.

Complainant prays for such other, further and different relief as in equity and good conscience may be due it in the premises.

B. X. Zee Milledijk  
SOLICITOR FOR COMPLAINANT.

FOOT NOTE: The respondents, W. Ramsey Stuart and Gladys M. Stuart, are required to answer each and every allegation and paragraph of the foregoing bill of complaint, but their oaths thereto are hereby expressly waived.

B. X. Zee Milledijk  
SOLICITOR FOR COMPLAINANT.

QUIT-CLAIM DEED.

STATE OF ALABAMA,  
BALDWIN COUNTY.

THIS INDENTURE, Made and entered into on this the 6th day of July, 1931, by and between W. Ramsey Stuart, of the first part, and Gladys M. Stuart, of the second part, WITNESSETH:-

That for and in consideration of the sum of One Dollar (\$1.00) Love and Affection, and the premises hereinafter recited, to party of the first part this day cash in hand paid by the party of the second part, receipt whereof is hereby acknowledged, party of the first part has and by these presents does hereby remise, release, quit-claim and convey unto party of the second part, the following described real property in Baldwin County, Alabama, viz:-

Lot Four (4) in Block One Hundred Eight (108); Lot Four (4) in Block Twenty-four (24); Lots Two (2) and Five (5) in Block Thirty-three (33); Lot Three (3) in Block Thirty-three (33); Lot Three in Block Fifty (50); Lots Eight (8) and Nine (9) in Block One Hundred Nine (109); Lot One (1) in Block Six (6); of the Hand Land Company's Addition to the Town of Bay Minette, as per plat thereof recorded in Deed Book 4 N. S., pages 158 et seq;

Also Lots Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), and Twenty (20), Block Three (3) of Northcutt's Subdivision of Bay Minette as per plat thereof on record in the Office of the Judge of Probate of Baldwin County, Alabama, in Map Book 1, page 80;

Also lots Numbered Three (3), Four (4) and Fifteen (15) as per plat of survey of property of Mrs. Daisy S. Burns, being a subdivision of a part of Moran Tract, and a re-subdivision of parts of lots Sixty-seven (67), Sixty-Eight (68), Ninety-six (96) and Seventy (70) in the Town of Bay Minette, as prepared by Durant Engineering Company, of date February 26th, 1929, and filed for Record in the office of the Judge of Probate of Baldwin County, Alabama.

Exhibit A

Together with, all and singular, the rights, benefits, privileges, improvements, tenements, hereditaments and appurtenances unto the same belonging or in anywise appertaining.

To have and to hold unto the said party of the second part, her heirs and assigns, forever.

WHEREAS, I have, at various times, borrowed from my wife out of her separate estate a sum slightly in excess of Eight Thousand dollars (\$8,000.00), as shown by Pass Book issued to Gladys M. Stuart by Baldwin County Bank;

AND WHEREAS, I have been unable to repay this amount so borrowed I have, at her request, conveyed to her the above property in full satisfaction and payment of said loan.

IN WITNESS WHEREOF, the party of the first part hereunto sets his hand and affixes his seal on this the day and year first above written.

W. RAMSEY STUART (Seal)

WITNESSES:

R. C. Heard

State of Alabama,    |  
                          \*  
Baldwin County       |

I, R. C. Heard, a notary public in and for said State and County, hereby certify that W. Ramsey Stuart, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and Notarial Seal hereto affixed by me this 6th day of July, 1931.

(Seal)

R. C. Heard, Notary Public,  
Baldwin County, State of Alabama.

Exhibit A

BALDWIN COUNTY BANK,

Complainant,

-vs-

W. RAMSEY STUART and  
GLADYS M. STUART,

Respondents.

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

INTERROGATORIES PROPOUNDED BY COMPLAINANT TO THE RESPONDENTS AND EACH OF THEM UNDER SECTIONS 7764 ET SEQUAL OF THE CODE OF ALABAMA.

1. Give the exact date on which the deed purporting to have been executed by W. Ramsey Stuart to Gladys M. Stuart was executed. State where same was executed. State who was present when it was executed. State what was done with it when it was executed. State who had possession of the same from the time it was executed until it was filed for record. State who filed the same for record and who paid the recording fees.
2. Give the date and amount of each payment made by the respondent, Gladys M. Stuart to the respondent, William Ramsey Stuart, making up the \$8000.00 referred to in said deed. Were these payments made in cash or by check? On what bank did the respondent, Gladys M. Stuart draw the checks to make such payments or from what bank was the money drawn with which to make said payments? What individual signed said checks or withdrew said money? In what bank did the respondent, Gladys M. Stuart keep her money at the time said payments were made?
3. What property other than that described in the deed from W. Ramsey Stuart to Gladys M. Stuart did the former own at the time he made said deed? What property has he acquired since? What is the value of the property described in the deed? What was its value at the time the deed was made.
4. When did the original indebtedness evidenced by the several notes described in the bill of complaint accrue? Were or not these

notes or any of them given in renewal of the said indebtedness?

If so, which of them were given as such renewals?

B. F. McMillan  
SOLICITOR FOR COMPLAINANT.

STATE OF ALABAMA,    |  
COUNTY OF MOBILE.   |

Before me, Ruth Macdonald, a Notary Public in and for said State and County, personally appeared B. F. McMillan, who is known to me and who being by me first duly sworn deposes and says that he is attorney for the complainant in the foregoing cause and that the answers to the foregoing interrogatories will be material evidence for the plaintiff in said cause.

B. F. McMillan

Sworn to and subscribed before me on this 27th day of June, 1933.

Ruth Macdonald  
Notary Public, Mobile County, Alabama.

RECORDED

Intergatoris

Baldwin County Bank,  
a conf  
as.

W. R. Stuart & Blackys  
M. Stuart.

Filed June 28, 1933

Michigan  
Legists.

We hereby accept  
services of the  
Walter J. J. J. J.  
28 day of June  
1933

W. R. Stuart & Blackys  
M. Stuart.

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 W. Ramsey Stuart,  
Gladys M. Stuart

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

against said W. Ramsey Stuart & Gladys M. Stuart

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 28th day of

June 1933

T. W. Richerson Register

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

RECORDED

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

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

Baldwin County Bank,  
a corporation  
vs.  
W. R. Stuart  
Gladys M. Stuart

B. F. McMillan, Jr.  
Solicitor for Complainant

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

THE STATE OF ALABAMA,  
BALDWIN COUNTY

Received in office this \_\_\_\_\_  
day of \_\_\_\_\_ 19\_\_\_\_  
*W. R. Stuart*

Sheriff.  
*28th*

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

by leaving a copy of the within Summons with  
*Gladys M. Stuart*  
*W. R. Stuart*

Defendant.  
*W. R. Stuart*

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

*We hereby accept  
service of the  
within paper  
this 28th day of June  
1933  
Gladys M. Stuart  
W. R. Stuart Sheriff*

BRADLEY COUNTY, MISSISSIPPI

Complaint

87

IN THE CIRCUIT COURT OF BRADLEY COUNTY, MISSISSIPPI

VS. JAMES H. BROWN

*Declarator*

This bill alleges that the defendant, JAMES H. BROWN, was born

and in this case by failing to appear at the trial and

following words:

however if, when any best time for the trial

to the defendant and to the plaintiff and to the plaintiff

to the plaintiff and to the plaintiff

RECORDED

*James H. Brown*

BALDWIN COUNTY BANK

Complainant ,

No. 1122 ..

vs.

W. R. STUART, et al,

Defendant ,

CIRCUIT COURT.

EQUITY.

Comes the Complainant..., by its Solicitor..., and moves the Register for a decree

pro confesso against the Defendant.S, and each of them

B. F. Verrell

Solicitor.... for Complainant....

**RECORDED**

No. 1122

**CIRCUIT COURT. EQUITY**

BALDWIN COUNTY BANK

VS.

W. R. STUART, et al,

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**MOTION FOR DECREE PRO CONFESSO**

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Filed

192

Register.

BALDWIN COUNTY BANK,  
Complainant,  
Vs.  
W. RAMSEY STUART, ET AL.,  
Respondents.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.  
In Equity.

This cause coming on to be heard is submitted on demurrer to the bill of complaint as amended, and upon consideration thereof, the Court is of the opinion that said demurrer is not well taken.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that said demurrer be, and the same hereby is, overruled.

The Respondents are allowed twenty days from this date to file their answer.

This the 18th. day of December, 1933.

J. W. Hare  
Judge of the Circuit Court  
of Baldwin County, Alabama.

RECEIVED  
JAN 10 1900

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Received  
from  
Mr. D. Stone

Dec 1900

Mr. D. Stone

RECEIVED

BALDWIN COUNTY BANK,  
Complainant,  
VS.

W. RAMSEY STUART, ET AL.,  
Respondents.

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

Now comes the Defendants in the aforesaid cause  
and files this their demurrer, and assigns as grounds there-  
for:-

F I R S T.

That the Bill of Complaint does not contain  
equity.

S E C O N D.

That it is not averred that at the time of the  
execution of the alleged deed that the property contained  
therein constituted all, or substantially all, of the  
property of W. Ramsey Stuart subject to execution.

*Hyman Hest & The Law*  
Solicitors for Respondents.

BALDWIN COUNTY BANK,

Complainant,

vs

W. RAMSEY STUART, ET AL,

Respondents.

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

No. 1122

Comes the complainant and shows that more than sixty days ago the complainant propounded certain interrogatories to the defendant under section 7764 of the Code of Alabama. That more than sixty days have expired since the filing and serving of these interrogatories and they have not been answered.

Complainant therefore moves the court to enter a decree pro confesso against respondents for failing to answer said interrogatories.

B. F. McMillan, Jr.  
SOLICITOR FOR COMPLAINANT.

STATE OF ALABAMA, |  
COUNTY OF MOBILE. |

Before me, Ruth Macdonald, a Notary Public in and for said State and County, personally appeared B. F. McMillan, Jr., who is known to me and who being sworn says on oath that the allegations of the foregoing petition are true.

B. F. McMillan, Jr.

Sworn to and subscribed before me this 5th day of January, 1933.

Ruth Macdonald  
Notary Public, Mobile County, Alabama.

RECORDED

NO. 100772

Filed June 6, 1994  
W. W. Stone  
W. W. Regnier

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Mobile, Alabama, this 6th day of June, 1994.

W. W. Stone

Notary Public

My Comm. Expires 12/31/95

On this 6th day of June, 1994, I, W. W. Stone, Notary Public for the County of Mobile, Alabama, did certify to the following: That the within and foregoing instrument was duly executed and acknowledged before me on this 6th day of June, 1994, by the parties thereto, and that the same is a true and correct copy of the original as the same appears from the records of the County of Mobile, Alabama.

W. W. Stone  
Notary Public

Witness my hand and the seal of the County of Mobile, Alabama, this 6th day of June, 1994.

W. W. Stone

Notary Public for the County of Mobile, Alabama

Notary Public for the County of Mobile, Alabama

BALDWIN COUNTY BANK,  
A Corporation,

Complainant,

-vs-

W. RAMSEY STUART and  
GLADYS M. STUART,

Respondents.

IN THE CIRCUIT COURT-EQUITY SIDE

STATE OF ALABAMA

BALDWIN COUNTY.

ANSWERS TO INTERROGATORIES BY W. RAMSEY STUART AND MRS. GLADYS  
M. STUART, PROPOUNDED BY COMPLAINANT:

For Answer to Interrogatory No. 1, they state that the Deed inquired about was executed on the day the same bears date. This Deed was executed in the Office of Hybart, Heard & Chason, Bay Minette, Alabama; present was Mr. R. C. Heard and Mr. W. R. Stuart. When the Deed was executed it was delivered by W. R. Stuart to Mrs. Gladys M. Stuart on the day that same was executed. Mrs. Gladys M. Stuart had possession of the same from the time it was executed until it was filed for record. Mrs. Gladys M. Stuart delivered the same to W. R. Stuart and requested that he have the same recorded. W. R. Stuart paid for the recording of the same.

In answer to Interrogatory No. 2, Affiants say that the \$8000.00 referred to in said Deed was advanced to William Ramsey Stuart by checks drawn on the Baldwin County Bank, the first check being dated January 3rd, 1927, in the sum of \$977.40; the second check dated February 10th, 1927, for \$2000.00; the next check dated January 3rd, 1928, for \$4000.00, and the next check being dated July 5th, 1930, for \$5000.00. These checks were either executed by Mrs. Gladys M. Stuart or by her direction, payable to W. R. Stuart, who collected the money and appropriated the same to his own use, said money being borrowed from Mrs. Gladys M. Stuart by W. R. Stuart. Mrs. Gladys M. Stuart at this time was doing her banking business with the Baldwin County Bank.

In answer to the Third Interrogatory, Affiants say that at the time W. R. Stuart executed said Deed to Mrs. Gladys M. Stuart, that the said W. R. Stuart owned the following real

and personal property, other than the property mentioned in said

Deed:-

Lots 13, 14, 15, 16 Block 1, Peterson's Point.....	\$500.00
Lot 45, Block 1, Yupon.....	50.00
Lots 17, 19 Block 2, Powell Heights Addition to Bay Minette.....	100.00
Lots 3 and 4, Block 2, L. Hilty Marrs Addition to Elberta.....	300.00
Southeast quarter of Southwest quarter of Section 2, Township 2 South of Range 3 East.....	1600.00
One-half interest in Lot 4, Block 8, Hand Land Company's Addition to the Town of Bay Minette.....	500.00
One-half interest in house and lot described by metes and bounds as follows: Begin at Northwest corner of Section 15, Township 2 South of Range 3 East, run East 15 feet for beginning, thence East 161.4 feet, South 120 feet, West 174.4 feet to West Section line, thence North 55 feet, East 13 feet, North 65 feet to point of beginning.....	500.00
One-half interest in Lots 18, 19, 20 of the Durant Survey of February 26th, 1929, of record in the Office of Probate Judge of Baldwin County, Alabama.....	600.00
Contract with J. E. Young calling for payment of \$1600.00 on house now owned by J. E. Young near Town of Bay Minette	1600.00
Mortgage on Lot 6, Block 52, Hand Land Company's Addition to the Town of Bay Minette, as per plat thereof recorded in the office of the Judge of Probate of Baldwin County, Alabama.....	250.00
Mortgage on house, 19 acres of land, property of George Morris, as per Mortgage recorded in Mtg. Book (Unrecorded) page, dated <u>12/8/1928</u> .....	128.00
Note of Dr. W. W. Stuart, dated 11th day of November, 1929, payable on demand, in the sum of.....	500.00
Note of W. D. Stapleton, dated 28th day of January, 1928, payable on demand, in the sum of.....	500.00
Note of Norborne Stone, dated <u>19<sup>th</sup></u> day of <u>Sept</u> , 19 <u>29</u> , payable <u>19<sup>th</sup></u> day of <u>Nov</u> , 19 <u>29</u> .....	500.00
Mortgage on house and lot of W. H. Moorer, \$500.00, recorded in Office of Judge of Probate of Baldwin County, Alabama, in Mortgage Book _____, page _____.....	400.00
Twenty-seven shares of stock, Peoples Fertilizer Co.....	2700.00
Note of J. B. Wilson endorsed by W. M. Stuart, dated _____ day of _____, 19____, payable on demand.....	600.00
Three shares Baldwin County Bank stock, value at that time.....	1120.00
Four shares American National Bank stock, value at that time.....	400.00
Two chevrolet automobiles, new, and one Hupmobile.....	1800.00
Two gray mules, value.....	300.00
Two Wagons, value.....	90.00
Three Jersey Milk Cows, value.....	150.00
Note of Mrs. I. F. Nixon, dated 2nd day of July, 1931, payable 18th day of October, 1931.....	250.00
Mortgage on house and lot Darby Alexander, located near Bay Minette.....	1275.00
Cash in bank shown by bank statements on 6th day of July, 1931.....	629.41
Note of James O. Crary, dated 5th day of October, 1929, payable 5th day of April, 1930, sum of.....	300.00
Mortgage on home of W. C. Beebe, as per record thereof in Mortgage Book 28, page 162-3 .....	3250.00

That Lots Eight and Nine in Block One Hundred Nine of the Hand Land Company's Addition to the Town of Bay Minette, as conveyed by said Deed, was the homestead of W. R. Stuart and did not exceed in value \$2000.00 at that time or since. That since said Deed was executed the said W. R. Stuart has acquired a small amount of personal property, consisting of an automobile, two horses, two cows, all told of about the value of \$1000.00. The value of the property described in the Deed, which includes the homestead, is \$ 9360. The value at the time the Deed was made was about the same.

In answer to the Fourth Interrogatory, Affiants deny any original indebtedness on the notes inquired about. We have no notes in our possession or under our control to refresh our recollections about whether there are renewals or not, and it is impossible for us to answer the Fourth Interrogatory, other than this, that we are not liable on any of the notes inquired about in said fourth paragraph.

W.R. Stuart

Gladys M. Stuart

Sworn to and subscribed before me, a Notary Public whose seal is hereto affixed, this 4th day of January, 1934.

R. C. Head  
Notary Public, Baldwin County,  
State of Alabama.

BALDWIN COUNTY BANK,  
Complainant,  
VS.

W. RAMSEY STUART, ET AL.,  
Respondents.

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

Now comes the Respondents in the aforestated  
cause and for answer to the Bill of Complaint says:-

F I R S T:

That they admit the allegations contained  
in the first paragraph of said Bill of Complaint.

S E C O N D:

That they deny that said W. Ramsey Stuart  
was indebted to the Complainant at the time of the filing  
of said Bill of Complaint, and allege that the purported  
obligations set forth in said second paragraph are not valid  
or binding claims against the said W. Ramsey Stuart, or  
is he in any way liable therefor. And your Respondents  
deny in to to the allegations set forth in said paragraph  
number Two of said Bill of Complaint.

T H I R D:

In answer to the third paragraph of said Bill  
of Complaint, Respondents admit that there was filed in the  
office of the Probate Judge of Baldwin County, Alabama,  
on January 23, 1932, a deed of conveyance from the said W.  
Ramsey Stuart to the said Gladys M. Stuart, and Respondents  
presume that a true and correct copy of said deed is at-  
tached to the bill of Complaint, which is marked Exhibit "A".  
Respondents presume that said deed is recorded in Deed Re-  
cord Number 51, page 481, and 482, in the office of the  
Probate Judge of Baldwin County, Alabama, but respondents  
expressly and emphatically deny that the property described

described in said deed constituted all, or substantially all of the property of the Respondent, W. Ramsey Stuart, at the time of the execution of said deed, which was subject to execution. Respondents further shows unto your Honor that on the date that said deed was executed, which was the 6th day of July, 1931, the Respondent, W. Ramsey Stuart, <sup>additional</sup> owned/property both real and personal which was subject to execution in the sum of more than FIFTEEN THOUSAND (\$15,000.00) DOLLARS.

F O U R T H:

In answer to the fourth paragraph, Respondents further say and aver that said deed was executed on July 6th., 1931, and was delivered on that day, and they admit that it was not filed for record until January 23, 1932.

F I F T H:

In answer to the fifth paragraph of said bill of Complaint, Respondents further aver that the consideration of said deed was based upon a present consideration, and that said consideration was of equal value to said lands so conveyed, not taking into consideration the fact that the homestead of the said W. Ramsey Stuart was included and conveyed in said conveyance. And Respondents expressly deny that said conveyance was for the purpose of hindering and delaying Complainant in the enforcement of its alleged claim, or of any one else. That the said transaction was a valid, binding transaction, based upon a sufficient consideration, and a consideration in proportion to the value of said lands, and without any reservation on the part of the Grantor.

S I X T H:

In answer to the sixth paragraph of said Bill of Complaint, Respondents further show that a good and valid consideration in lawful money of the United States, together

with an indebtedness, which said sum of money, together with said indebtedness was much more than the value of the land conveyed, and the said Gladys M. Stuart has not secured a preference or priority of payment over the remaining creditors of the said W. Ramsey Stuart, and Respondents deny the right of Complainant to have said conveyance treated as a general assignment for the benefit of the creditors of the said W. Ramsey Stuart.

Having fully answered said Bill of Complaint, Respondents pray that they be dismissed with their respective cost.

Robert G. Leach & Cheson  
Solicitors for Respondents.