

FRANK L. WHEELER,

Complainant,

VS.

P. CREAMER AND P. J.
CREAMER,

Respondents.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
IN EQUITY. NO. 990.

ANSWER.

Come the Respondents in the above entitled cause and file this their answer to the Bill of Complaint, as last amended and show unto this Honorable Court as follows:

First: The Respondents admit each and every allegation of the first paragraph of the said Bill of Complaint.

Second: The Respondents admit that the Respondent, P. Creamer and the Respondent, P. J. Creamer, are over the age of twenty-one years and are residents of Baldwin County, Alabama, and that P. J. Creamer is an uncle of the Respondent, P. Creamer, but deny each and every other allegation of paragraphs two and three of the Bill of Complaint.

Third: The Respondents deny each and every allegation of the fourth paragraph of the Bill of Complaint.

Fourth: The Respondents deny each and every allegation of the fifth paragraph of the Bill of Complaint.

Fifth: The Respondents deny each and every allegation of the sixth paragraph of the Bill of Complaint.

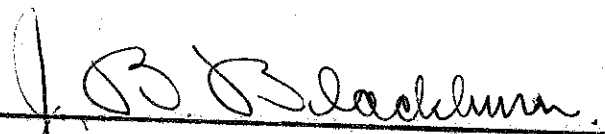
Sixth: The Respondents deny each and every allegation of the seventh paragraph of the Bill of Complaint.

Seventh: The Respondents deny that the Respondent, P. Creamer, while indebted to the Estate of Dewey Wheeler, corruptly conspired with the Respondent, P. J. Creamer, and gave the mortgage referred to in the Bill of Complaint which said mortgage is dated May 14, 1930, and recorded in Book Number 48 of Mortgages at pages 483-84 in the Probate Records of Baldwin County, Alabama, for the purpose of defrauding creditors and say that this mortgage was given by the Respondent, P. Creamer, to the Respondent, P. J. Creamer, for a valuable consideration which is referred to therein, and not for the purpose of hindering, delaying and defrauding creditors and not for the purpose of preventing the Respondent, P. Creamer's alleged indebtedness to the Estate of Dewey Wheeler from being collected and further state that the said mortgage is a valid legal instrument.

Eighth: The Respondents deny each and every

allegation of paragraph ten of the Bill of Complaint.

And these Respondents say that any other matters in said Bill of Complaint and necessary for them to make answer unto and not herein well and sufficiently answered, confessed, traversed and avoided or denied are untrue to the knowledge or belief of these Respondents; all of which matters these Respondents are ready and willing to aver, maintain and prove as this Honorable Court shall direct and pray to be dismissed with their reasonable costs and charges in this behalf sustained.



Attorney for Respondents.

ANSWER.

FRANK L. WHEELER,
Complainant,

VS.

F. CREAMER AND P. J.
CREAMER,
Respondents.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
IN EQUITY. NO. 990.

Filed on this the 26th day of
March, 1932.

J. B. Blackburn
Registry

J. B. BLACKBURN
ATTORNEY AT LAW
BAY MINETTE, ALA.

FRANK L. WHEELER,

Complainant,

VS.

P. CREAMER AND P. J. CREAMER,

Respondents.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

IN EQUITY.

DEMURRERS.

Now come the Respondents in the above entitled cause by their attorney and demur to the Bill of Complaint upon the following separate and several grounds, to-wit:

First: There is no equity in the bill.

Second: The Complainant does not offer to do equity.

J. B. Blackburn

Attorney for Respondents.

RECORDED
INDEXED
DEMURRERS.

FRANK L. WHEELER,
Complainant,

VS.

P. GREAMER AND P. J. GREAMER,
Respondents.

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

Filed this the 3rd day of October
1931.

J. B. Blackburn
Deputy Clerk

J. B. BLACKBURN
ATTORNEY AT LAW
BAY MINETTE, ALA.

STATE OF ALABAMA
COUNTY OF BALDWIN

IN CIRCUIT COURT
IN EQUITY

FRANK L. WHEELER, Complainant.

vs.

AMENDED BILL OF COMPLAINT

P. CREAMER AND P. J. CREAMER, Defendants.

To the Honorable F. W. Hare, Judge of said Court:

Humbly complaining, your orator brings this bill of complaint against the defendants above named and respectfully shows to this Court and to Your Honor:

That your orator is over the age of twenty- one years and is the son, heir and legatee of Dewey Wheeler, late of Baldwin County, Alabama, who at the time of his death was a resident of said County and state and the owner of real and personal property therein;

That the defendant, P. Creamer, is over the age of twenty-one years, a resident of said county and state, and that, at the time of the death of Dewey Wheeler in the year of 1929, was indebted to Dewey Wheeler in the amount, principal and interest, as represented by certain promissory waive notes, of about Three Hundred and Fifty Dollars;

That the defendant, P. J. Creamer, is over the age of twenty-one years, a resident of said county and state and is an uncle of the defendant, P. Creamer;

That on or about the 12th day of September, 1929, the Executrix of the Estate of Dewey Wheeler compromised the claim of the said Estate against the defendant and accepted from the defendant two certain promissory waive notes, payable to such Estate, one for Seventy Dollars, with 6% interest, due January 12th, 1930, and one for Two Hundred Dollars, with 6% interest, due on January 1st, 1931;

That the first note for Seventy Dollars was not paid when due and, upon a suit in the Circuit Court of Baldwin County, Alabama, a judgment was rendered in favor of the Estate of Dewey Wheeler and against the defendant, P. Creamer, on the

2nd day of October, 1930, and for the amount of \$110.05, which judgment was subsequently assigned to your orator as the legatee of Dewey Wheeler, by the Executrix of said Estate, and of which your orator is now and for a long time has been the owner;

That before the second note named became due, for two Hundred Dollars, it was assigned by the Executrix of the Estate of Dewey Wheeler to your orator, and that after said note became due and remained unpaid by the defendant, P. Creamer, upon suit in the Circuit Court of Baldwin County, Alabama, a judgment was entered in favor of your orator and against said defendant, on June 22nd, 1931, for the sum of \$267.50, inclusive of costs, and of which said judgment your orator is now the holder and owner;

That in both of said notes the defendant, P. Creamer waived as to his personal property all rights to exemption under the constitution and laws of Alabama or any other state and that in each of the said judgments entered and rendered thereon the said waiver of exemptions by said defendant was set out and recognized;

That while and during the time defendant, P. Creamer, was so indebted to Estate of Dewey Wheeler, as aforesaid, and on to-wit: May 14th, 1930, said defendant, corruptly conspiring with the defendant, P. J. Creamer, made and delivered to last named defendant a certain instrument in writing purporting to be a mortgage of all of his personal property, to secure the defendant, P. J. Creamer, the payment of the sum of One Thousand Dollars, which same instrument was subsequently on to-wit: August 16th, 1930, recorded in the Probate records of Baldwin County in mortgage book No. 48 at pages 483 and 484;

That the said instrument purporting to be a mortgage from P. Creamer to P. J. Creamer was, in fact, without any consideration whatever, made, given and filed by said defendants, corruptly conspiring together, solely for the purpose of hindering, delaying and defrauding his creditors in the collection of their claims and, more particularly, was made, filed and given with the intent and for the purpose of preventing defendant, P. Creamer's just indebtedness to the Estate of

Dewey Wheeler from being collected from his property and that in said instrument purporting to be a mortgage the said P. J. Creamer has no valid, legal claim or right whatever and that said instrument has and should have no force or effect, whatsoever, at law or in equity;

That your orator as heir and legatee of the Estate of Dewey Wheeler, and to whom such claim of said estate against P. Creamer came, in due course of administration, was wronged and injured by the false, fraudulent and corrupt actions of the defendants and is now being delayed and hindered in the collection of his just indebtedness from the defendant, P. Creamer, by reason of the unlawful and fraudulent attempt of the defendants to create a lien in favor of defendant, P. J. Creamer, in the goods, effects and property of the defendant, P. Creamer.

PRAYER FOR PROCESS AND FOR RELIEF.

The premises considered, your orator prays that the defendants named, P. Creamer and P. J. Creamer, be made party respondents to this bill of complaint by the usual process of this Honorable Court and that they be required to demur, plead to or answer the same within the time and under the penalties as provided by law or that the same be forever confessed.

Your orator further prays that, upon the final hearing of this cause, the purported mortgage may, by the order and decree of this Honorable Court, be declared and rendered of no effect whatever as a lien upon any property of the defendant, P. Creamer, and that it may be stricken from the records of the Probate Court of Baldwin County, Alabama, and made null and void, and that defendant, P. J. Creamer, may be determined to have no interest or equity in the property of the defendant, P. Creamer, by reason of such fraudulent conveyance.

Your orator further prays that in adjusting the equities between the complainant and the said defendants, P. Creamer and P. J. Creamer, there may be awarded to complainant and the said

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And your orator further prays that there may be
such other, further or different relief as he
and good conscience be entitled to, or as may
seem just and equitable if he has in anywise
been amiss of this Honorable Court.

Dated this 24th, day of August, 1931, at Fair-
hope, Alabama.

Edward P. Totten
Solicitor for Complainant.

FOOTNOTE:

FOOTNOTE:
The defendants, P. Creamer and P.J. Creamer are hereby required to answer each and every allegation contained in this amended bill of complaint, but not under oath, as answer under oath is hereby expressly waived.

Edward P. Trotter
Solicitor for Complainant.

RECORDED

IN CIRCUIT COURT

IN EQUITY

FRANK L. WHEELER

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P. CREANER and

P. J. CREANER

DEF'S

AMENDED

BILL OF COMPLAINT

FILED AUGUST 26th

1931 - J. P. CREANER

REGISTER

And your orator further prays that there may be
awarded to him such other, further or different relief as he
may in equity and good conscience be entitled to, or as may
to the court seem just and equitable if he has in anywise
prayed or asked relief of this Honorable Court.
Witness my hand and seal of office this 24th day of August, 1931, at Bir-

ming, Alabama.

Solicitor for complainant.

FOOTNOTE:

The defendants, P. Creaner and P. J. Creaner are
hereby required to answer each and every allegation contained
in this amended bill of complaint, but not under oath, as
answer under oath is hereby expressly waived.

Solicitor for complainant.

LEONARD P. TOTTEN
SOLICITOR FOR COMPLAINANT

The State of Alabama }
 Baldwin County

Circuit Court of Baldwin County, Alabama,
 (In Equity)

FRANK L. WHEELER

COMPLAINANT

VS.

P. CREAMER & P. J. CREAMER

RESPONDENT

I, T. W. RICHESON

as Register and Commissioner BALDWIN COUNTY, ALABAMA

have called and caused to come before me HARRY H. PARKER, EDWARD P. TOTTEN

P. CREAMER and BEN HAYLES

witness ~~es~~ named in the requirement for Oral Examination, on the 9th day of SEPTEMBER

193 2, at the office of REGISTER

in BAY MINETTE, Alabama, and having first sworn said witness ~~es~~ to speak the

truth, the whole truth, and nothing but the truth, the said HARRY H. PARKER, a witness

for complainant

doth depose and say as follows:

My name is Harry H. Parker. I live in Fairhope, Alabama, and have lived here for thirty-one years. I am acquainted with P. Creamer and P. J. Creamer, the defendants; I have known P. J. Creamer since 1906; I have known P. Creamer about ten years. P. Creamer is generally known as Pink Creamer. ~~I was acquainted with the financial condition of P. J. Creamer.~~ P. J. Creamer was indebted to me in the sum of Fifty Dollars from a loan made him in July, 1928 and on a number of occasions between that time and May 14, 1930, he stated to me that his financial condition was such that he was unable to pay me such amount. He further stated that he had some horses, which if sold, would enable him to make payment of the amount due me, but up to the present time the said debt of Fifty Dollars has never been paid and is still owing.

The Respondent objects to and moves to exclude all testimony of this witness relative to any facts which occurred since May 14, 1930.

Prior to May 14, 1930 and during that year I had several conversations with P. J. Creamer regarding the money he was owing me.

He stated that he had no money; that he was sick and was living on his children.

CROSS EXAMINATION BY HON. J.B.BLACKBURN:

For about two years after P.J.Creamer ~~when~~ borrowed the money from me in July, 1928 I know that he was sick, but in addition to what he told me, to which I testified on direct examination I know nothing of his business affairs. He left my place in about July, 1928 and since that time I know nothing of the business done by him or the money handled by him except as above stated. I know nothing whatever about the mortgage from P.Creamer to P.J.Creamer.

E.P.TOTTEN, a witness for the Complainant, Frank L. Wheeler testified as follows:-

On August 12, 1930, and while action was pending on promissory note by the Estate of Dewey Wheeler vs. P.Creamer, the said P.Creamer called personally at my office in the Bank Building at Fairhope, Alabama, and stated to me that any judgement obtained in the suit would not be collected as he was putting on record one instrument or paper and would put on another before the 18th which would prevent our getting anything. The mortgage referred to in the Bill was filed on August 16, 1930 at eleven A.M.

The Respondent objects to that part of the witness's testimony in which he states that the mortgage referred to in the bill was filed on August 16, 1930 at eleven A.M. and moves to exclude said testimony on the ground that it is not the best evidence and that it is a conclusion of the witness.

P.Creamer further stated to me "I have hired the best attorney in Alabama to fight collection and he has my money. You can take judgement by default, I won't even be there." Upon my stating to defendant, P.Creamer that I was very glad of the information he had given me in regard to his putting papers on record to prevent collection of judgement he quickly glanced about the offices looking through the doorway into the outer office and said " You have no proof of my statement to you and it's your word against mine."

I am acquainted with the Complainant, Frank L.Wheeler and know that he is over twenty-one years of age and is the son, heir and legatee of Dewey Wheeler, who died in Baldwin County, Alabama, in 1929 and who at the time of his death was a resident of this State and County and was the owner of real and personal property

~~herein. I am acquainted with the Defendants P.Creamer and P.J.Creamer and know that they are not over the age of twenty-one~~

herein, I am acquainted with the defendants, P.Creamer and P.J. Creamer and know that they are both over the age of twenty-one years and are residents of Baldwin County, Alabama and were such at the date of the filing of this bill. I know of my own knowledge as to the compromise of the claim of the estate of Dewey Wheeler against the defendant and the acceptance of two certain promissory waive notes payable to the estate of Dewey Wheeler, one for Seventy Dollars due January 12, 1930 and one for Two Hundred Dollars, due January 1, 1931, both drawing 6% interest. I know personally as to the assignment of the judgement on the Seventy Dollar note of P.Creamer to the estate of Dewey Wheeler by the executrix of the estate to Frank L.Wheeler, the Complainant.

I have personal knowledge of the assignment by the executrix of the estate of Dewey Wheeler to the complainant of the Two Hundred Dollar note made by the Defendant before it became due. I have known the Defendant, P.J.Creamer, well, for the past twelve years and have at different times had business dealings with him. Sometime prior to the 14th day of May, 1930, the date of the purported ^{MORTGAGE} described in the bill, he was owing me Five Dollars for legal services rendered to him, which he stated to me he was entirely unable to pay and the said sum of Five Dollars was due and owing to me at the date of the execution of the purported mortgage.

The Respondent objects to and moves to exclude all testimony of this witness relative to the notes which he attempts to describe and the assignments of same on the following separate and several grounds: First: That the said notes and the assignments are the best evidence.

Second: That the said testimony of the said witness is a conclusion of the witness.

~~XX~~

The defendant P.Creamer, told me at various times that the money as represented by the promissory note which I refer to in the bill, was money that Dewey Wheeler had made to him as a personal loan for friendly reasons to help him out when he was hard pressed.

CROSS EXAMINATION BY HON. J.B. BLACKBURN:

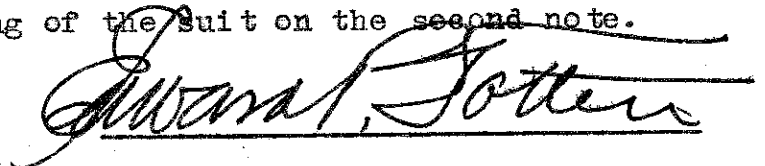
The Complainant, Frank L.Wheeler is a resident of the State of

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of New York where he now resides and where he was residing at the time this suit was commenced.. At several times before May 14, 1930 I had conversations with the respondent, P.Creamer, relative to the indebtedness due by him to the complainant in this suit . I did not have a conversation with the respondent, P.Creamer in Fairhope, Alabama after May 14, 1930, and before ^{the were} ~~suits~~ commenced by me as attorney for Frank L.Wheeler on two promissory made by the respondent P.Creamer, on the law side of the Circuit Court of Baldwin County, Alabama, in which the respondent P.Creamer stated in substance as follows: That he could not pay the indebtedness evidenced by the said notes at that time, but that he desired to renew ~~some~~ or extend the notes and in which I told him that I could not agree to an extension unless he could pay half of the indebtedness and give Wheeler a first mortgage on Creamer's barber shop equipment in Fairhope, Alabama and in which Creamer stated that he could pay half of the indebtedness at that time or give Wheeler a first mortgage as P.Creamer's uncle P.J.Creamer at that time had one mortgage on the said property, and The State Bank of Silverhill, had another mortgage on said property. I have no personal knowledge of the financial condition of the Respondent, P.J.Creamer on May 14, 1930 or immediately prior thereto, except as shown in the preceding testimony. I do not know whether the Respondent, P.Creamer borrowed any money from the Respondent P.J.Creamer which is or purports to be secured by the mortgage in question.

REDIRECT EXAMINATION BY HON. E.P.TOTTEN:

I never had any conversation with the defendant P.Creamer in which the name of P.J.Creamer was mentioned in relation to a mortgage or to anything else, but I did have a conversation with said defendant in which he told me that it was impossible for him to give security for the notes or make a payment thereon for the reason that the State Bank of Silverhill had a mortgage on all or most of his property for the amount of One Hundred Twenty-eight Dollars, as I recall. If my memory is correct, this conversation was in January 1931, before the bringing of the suit on the second note.



P.CREAMER, one of the Respondents, Testified as follows:

My name is P.Creamer; I am one of the respondents in the above entitled cause. I am the mortgagor named in the mortgage in question from P.Creamer to P.J.Creamer. This mortgage was not given by me to P.J.Creamer for the purpose of ^{hindering, delaying or} defrauding Frank L.Wheeler or any other creditor, but was given for the consideration recited therein which was paid to me by the mortgagee P.J. Creamer in several installments, the last of which was on May 14, 1930. The last installment was paid to me by the said P.J.Creamer in front of my barber shop, which is situated on the south side of Fairhope Avenue, in Fairhope, Alabama. Since May 14, 1930 I have paid to the said P.J.Creamer a great part of the indebtedness secured by this mortgage and there now remains due to P.J.Creamer by me the approximate sum of Four Hundred Fifty Dollars. I have never had a conversation with the Honorable E.P.Totten, at his office in Fairhope, Alabama, or at any other place, in which I stated that any judgement obtained by him against me for Frank L.Wheeler would not be collected, nor did I tell him that I ~~was~~ was putting an instrument or paper on record that would prevent him from getting anything. I did not tell him that I had hired the best attorney in Alabama to fight collection and that he has my money. Judge Totten did not tell me that he was glad of the information ~~that~~ relative to putting papers on record and I did not tell him that he had no proof of my statement or that it was his word against mine. At the time P.J. Creamer paid me part of the indebtedness evidenced by the mortgage in question, Ben Hayles was present and saw him deliver this money to me. I had a conversation with Judge Totten in his office in Fairhope, Alabama, after May 14, 1930, and prior to the time that one or both suits, in which Frank L.Wheeler was plaintiff were commenced against me and in this conversation I told Judge Totten that I could not pay half of the indebtedness due Wheeler and ~~give~~ Wheeler a first mortgage on my barber shop property as there were two mortgages on it at that time.

CROSS EXAMINATION BY HON. E.P.TOTTEN:

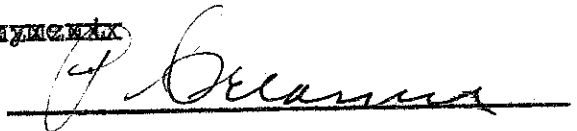
I do not know how many payments by installment were made to

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me by my uncle P.J.Creamer, nor how long prior to May 14, 1930 these other payments or installments were made. Three Hundred Fifty Dollars or approximately that amount, was paid to me by P.J.Creamer on the day the mortgage was signed by me. This payment was all in cash in bills and it was made to me in public on the streets in front of my Barber shop on Fairhope Avenue. I do not know when any other of the installment payments of this loan to me were made by P.J.Creamer, but I remember that at sometime prior to May 14, 1930 he paid me One Hundred Seventy-five Dollars, in cash, and on another occasion Two Hundred Dollars, odd. These payments were never made to me by check, but always in cash, not always in currency, but I remember sometimes there was some currency in the payments. I have made all my payments on the loan to which I testified, in cash, Twenty-five or Fifty Dollars at a time. I never had any money to put in banks.

RE DIRECT EXAMINATION BY HON. J.B.BLACKBURN:

Since May 14, 1930, I have been unable to carry a bank account in any bank and have paid all debts to P.J.Creamer and other parties in cash. ~~Theziakxpxymzmx~~



BEN HAYLES, a witness for the Respondent, testified as follows:

I have resided in Fairhope, Alabama, for about five years. I run a shoe-shine shop next to Mr. P.Creamer's Barber shop and have operated this place in this location for about three years. Sometime after I came to this place I saw Mr. P.J.Creamer pay Mr. P. Creamer some money. This took place in front of Mr. P.Creamer's shop. I do not know the amount of the money or what it was paid for, but can only say that there was a stack of bills given by P.J.Creamer to P.Creamer. I have been in my present location a little short of three years and am unable to say when this transaction took place except that it was within the first year after I started operating my present shop. I also recall seeing Mr. P.J.Creamer pay some money to Mr. P.Creamer in Mr. P.Creamer's Barber shop. I do not know the amount of this money or for what

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it was paid, but it was paid in bills. I do not remember the date of this payment, but it was prior to the other payment and while I was employed by Mr. P. Creamer. I am not employed by Mr. P. Creamer at this time.

Cross Examination by Hon. E.P. Totten:

I was employed in P. Creamer's Barber shop as negro porter and shoe-shiner, from the year 1927 until about three years ago when I moved into a little hall-way next door to the shop where I have since been running a shoe shining place. I have always been and am now a good friend of P. Creamer and he has always been a good friend to me.

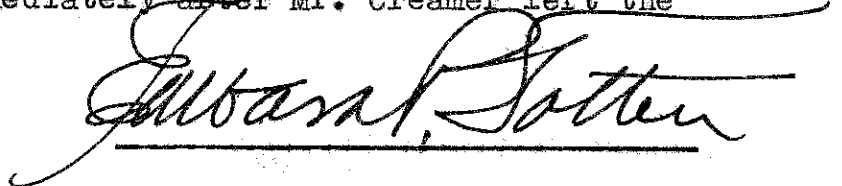
RE DIRECT EXAMINATION by HON. J.B. BLACKBURN:

I was also very friendly with Dewey Wheeler, the father of the complainant, Frank Wheeler, up to the time of his death



REBUTTAL EXAMINATION BY E.P. TOTTEN:

After hearing the testimony of Defendant P. Creamer, I again state positively that the statements included in the testimony were made to me by him on August 12, 1930 and in giving such testimony was I ~~am~~ reading from a statement of Mr. Creamer which I took down in writing on such date immediately after Mr. Creamer left the office.



ORAL EXAMINATION

I, D. W. Richardson as Register and Commissioner hereby certify that the foregoing deposition on Oral Examination was taken down in writing by me in the words of the witness u and read over to them and they signed the same in the presence of myself and Hon J B Blackburn Atty for Respondent at the time and place herein mentioned; that I have personal knowledge of personal identity of said witness or had proof made before me of the identity of said witness; that I am not of counsel or of kin to any of the parties to said cause, or any manner interested in the result thereof.

I enclose the said Oral Examination in an envelope to the Register of said Court.

Given under my hand and seal, this 9th day of Sept 1932.

D. W. Richardson (L. S.)

No. 990 Page

THE STATE OF ALABAMA,
BALDWIN COUNTY

IN CIRCUIT COURT, IN EQUITY

Frank L. Wheeler,

COMPLAINANT

vs.

P. Creamer,

RESPONDENT

ORAL DEPOSITION

Filed Sept 9th, 1932

D. W. Richardson, Register.

RECORDED IN

Record

Vol. Page

, Register

FRANK L. WHEELER

vs.

P. CREAMER & P. J. CREAMER

THE STATE OF ALABAMA,
BALDWIN COUNTY

IN EQUITY,
CIRCUIT COURT OF BALDWIN COUNTY.

This cause is submitted in behalf of Complainant upon the original Bill of Complaint,-----
 ...and DEPOSITION OF HARRY PARKER AND E.P. TOTTEN.....

and in behalf of Defendant upon ANSWER, MOTION TO DISMISS CAUSE, DEPOSITIONS
OF BEN HAYLES, P. CREAMER AND P. J. CREAMER.....

Register.

RECORDED
act

No. _____

THE STATE OF ALABAMA
BALDWIN COUNTY

IN EQUITY,
CIRCUIT COURT OF BALDWIN COUNTY.

FRANK L. WHEELER

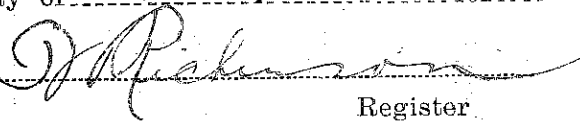
VS

P. CREAMER & P. J. CREAMER

NOTE OF TESTIMONY

Filed in Open Court this 5th

day of October, 1922


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 P.Creamer and P.J.Creamer

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 ^{amended} ~~x~~ Bill of Complaint lately exhibited by Frank L.Wheeler

against said P.Creamer and P.J.Creamer

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 26th day of

August 193 1

T. W. Richerson Register.

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

(Original)
RECORDED

Serve on _____

Circuit Court of Baldwin County
In Equity.

No. _____

SUMMONS

Frank L. Wheeler

9/19/31 vs. 9/3/31-APP
P. Creamer and P. H. Creamer

Edward P. Totten

Solicitor for Complainant.

Recorded in Vol. _____ Page _____

The State of Alabama,
BALDWIN COUNTY.

Received in office this _____

day of _____ 1931

Sheriff.

Executed this 3rd and 9th day of

Sept **RECORDED** 1931

by leaving a copy of the within Summons with

P. J. Creamer on the 9/3/31

and P. Creamer on the 9/9/31

Defendant.

W. H. Stuart

Sheriff.

By _____

A. R. Smith

Deputy Sheriff.

FRANK L. WHEELER,

Complainant,

VS.

P. CREAMER AND P. J. CREAMER,

Respondents.

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

MOTION TO DISMISS CAUSE.

Come the Respondents in the above entitled cause by their Solicitor of Record and show unto the Court as follows:

FIRST: That upon taking testimony in the above entitled cause it has appeared that the Complainant, Frank L. Wheeler is a nonresident of the State of Alabama, and that security for costs in the said cause has not been given.

SECOND: Because of peculiar wording of the Bill of Complaint in the said cause, the Respondents were not advised that the Complainant was a nonresident of the State of Alabama until testimony in the said cause had been partly taken.

WHEREFORE, the Respondents move the Court to require the Complainant to give security for costs as required by Section 7249 of the 1923 Code of Alabama and that upon Complainant's failure to do so, the Respondents move the Court to dismiss the said suit.

J. B. D. Lachlun
Solicitor for Respondents.

The foregoing motion coming on to be heard, it is ordered by the Court that, unless security for costs be given by complainant within 30 days from this date the cause stands dismissed.
This Oct. 7th, 1932 - J. W. Hare
Judge

RECORDED

MOTION TO DISMISS CAUSE.

FRANK L. WHEELER, Complainant,

Vs.

P. CREAMER AND P. J. CREAMER,
Respondents.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

IN EQUITY.

Filed on this the 26th day of
September, 1932.

J. B. Blackburn
Register

J. B. BLACKBURN
ATTORNEY AT LAW
BAY MINETTE, 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 P. Creamer

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 Frank L. Wheeler,

against said P. Creamer,

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 26th, day of

June, 1931.

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

Frank L. Wheeler

vs.
P. Crummett,
(Plaintiff)

Edward P. Totten,
Solicitor for Complainant

Recorded in Vol _____ Page _____

RECORDED
STATE OF ALABAMA,
BALDWIN COUNTY

Received in office this _____
day of _____ 19 _____

Sheriff.

Executed this 21 day of June 1931

by leaving a copy of the within Summons with

W. R. Stuart

Defendant.

Sheriff.

By R. P. Pruitt
Deputy Sheriff.

J. B. BLACKBURN
ATTORNEY AT LAW
BAY MINETTE, ALABAMA

OCTOBER 5TH,
1932.

Judge F. W. Hare,
Monroeville, Alabama.

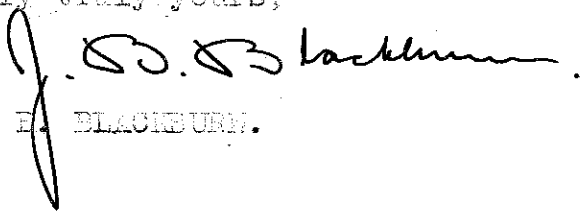
Re: Wheeler vs. Creamer:

Dear Judge Hare:-

You will notice that I have filed a motion in the above entitled matter to dismiss the cause unless the Complainant gives security for costs, which motion was not filed until after we had commenced taking the testimony in this case. Due to the peculiar wording of the Bill of Complaint in this cause, I was not advised that the Complainant was a non-resident until some of the testimony had been taken.

For Mr. Richardson's protection I feel that the Complainant should be required to deposit Court costs in this matter. I believe that Section 7249 of the 1923 Code of Alabama is sufficient authority for requiring the Complainant to give security for costs even though the motion was filed rather late.

Very truly yours,


J. B. BLACKBURN.

JBB:CS

FRANK L. WHEELER, Complainant,

vs.

P. CREAMER, Defendant.

CIRCUIT COURT OF BALDWIN
COUNTY, ALABAMA,

IN EQUITY.

To the Honorable F. W. Hare, Judge of said Court:

Humbly complaining, your orator brings this bill of complaint against the defendant above named and respectfully shows to this Court and to Your Honor:

That your orator is over the age of twenty one years and is the son, heir and legatee of Dewey Wheeler, late of Baldwin county, Alabama, who at the time of his death was a resident of said county and state and the owner of real and personal property therein;

That the defendant, P. Creamer, is over the age of twenty one years, a resident of said county and state, and that, at the time of the death of said Dewey Wheeler in the year 1929, was indebted to Dewey Wheeler in the amount, principal and interest, as represented by certain promissory waive notes, of about Three Hundred Fifty Dollars;

That on or about the 12th day of September, 1929, the Executrix of the Estate of Dewey Wheeler compromised the claim of the said Estate against the defendant and accepted from the Defendant two certain promissory waive notes, payable to such Estate, one for Seventy Dollars, with 6% interest, due ^{January 12th, 1930,} ~~January 12th, 1929,~~ and one for Two Hundred Dollars, with 6% interest, due on January 1st, 1931;

That the first note for Seventy Dollars was not paid when due and, upon a suit in the Circuit Court of Baldwin county, Ala., a judgment was rendered in favor of the Estate of Dewey Wheeler and against the defendant, P. Creamer, on the 2nd day of October, 1930, for the amount of \$110.05, which judgment was subsequently assigned to your orator as the legatee of Dewey Wheeler, by the Executrix of said Estate, and of which your orator is now and for a long time has been the owner;

That before the second note named became due, for Two Hundred Dollars, it was assigned by the Executrix of the Estate of Dewey Wheeler to your orator, and that after said note became due and remained unpaid by defendant, upon suit in the Circuit Court of Baldwin county, Alabama, a judgment was entered in favor of your orator and against the defendant, on June 22nd, 1931, for the sum of \$267.50, inclusive of costs, and of which said judgment your orator is now the holder and owner;

That in both of said notes the defendant waived as to his personal property all rights to exemption under the constitution and laws of Alabama or any other state and that in each of the said judgments entered and rendered thereon the said waiver of exemptions by the defendant was set out and recognized;

That while and during the time the said defendant was so indebted to the Estate of Dewey Wheeler as aforesaid and on, to-wit: August 16th, 1930, the defendant, P. Creamer, knowingly, wilfully and fraudulently filed in the office of the Probate Judge of Baldwin County, Alabama, a certain instrument purporting to be a chattel mortgage of all of defendant's personal property to one P. J. Creamer to secure the payment of the sum of One Thousand Dollars, which said instrument was duly recorded in Mortgage Book No. 48, at pages 483 and 484;

That the said instrument purporting to be a mortgage was, in fact, without any consideration whatever and was made and filed by the defendant solely for the purpose of hindering, delaying or defrauding his creditors and, in particular, was made and filed in an attempt to prevent the defendant's just indebtedness to the Estate of Dewey Wheeler from being collected from his property, and that the said instrument purporting to be a mortgage has, and should have, no force or effect whatsoever at law or in equity; that the said P. J. Creamer is an uncle of the defendant P. Creamer; that your orator as heir and legatee of the Estate of Dewey Wheeler, and to whom such claim of said Estate against defendant came in due course, was wronged and injured by the false and fraudulent actions of the defendant and is now being delayed and hindered in the collection of his just indebtedness from the defendant by reason of the attempt to create a lien in favor of said P. J. Creamer in the goods, effects and property of the defendant.

PRAYER FOR PROGRESS AND FOR RELIEF:


The premises considered, your orator prays that the defendant named, P. Creamer, be made party respondent to this bill of complaint by the usual process of this Honorable Court and that he be required to demur, plead to or answer the same within the time and under the penalties as provided by law or that the same be forever confessed.

Your orator further prays that, upon the final hearing of this cause, the purported mortgage may, by the order and decrees of this Honorable Court, be declared and rendered of no effect whatever as a lien upon any property of the defendant, P. Creamer, and that it may be stricken from the records of the Probate Court of Baldwin county, Alabama, and made null and void, and that P. J. Creamer may be determined to have no interest or equity whatever in the property of the defendant by reason of such fraudulent conveyance.

"Your orator further prays that there may be awarded to him, by the decree and judgment of this court, out of the property and estate of the defendant, P. Creamer, the sum of Fifty Dollars as his counsel fees in this cause."

And your orator further prays that there may be awarded to him such other, further or different relief as he may in equity and good conscience be entitled to, or as may to the Court seem just and equitable if he has in anywise prayed or asked amiss of this Honorable Court.

Dated at Fairhope, Alabama, on this 28th day of June 1931.

on this 25th day of June 1931.

 FRANK R. COHEN
 Solicitor for Complainant

WINTER

The defendant, P. Crenner, is required to answer each and every allegation contained in this bill of complaint, but not under oath, as answer under oath is hereby expressly waived.

under oath, and hereby expressly waived.

Wm. A. Lott
COURT REPORTER
Solicitor for Complainant.

Frederick Wheeler

05

G. A. Grainger

Wier to Let Anne
Quinn

Street Lane 24th 1833
 J. P. McLean
 Registrar

RECORDED

Edward Weston
Wey for
Compensation

WATER FOR THE

defendant by reason of such fraudulent conveyance.

alined to have no interest or equity whatever in the property of the
Alabama, and made null and void, and that E. J. Greener may be deter-
be stricken from the records of the Probate Court of Baldwin County,
lien upon any property of the defendant, E. J. Greener, and that it may
Honorable Court, be declared and rendered of no effect whatever as a
cause, the purported mortgage may, by the order and decree of this
Your orator further prays that, upon the final hearing of this

penalties as provided by law or that the same be forever confessed.
demur, filed to or answer the same within the time and under the
by the usual process of this Honorable Court and that he be required to
named, E. J. Greener, be made party respondent to this bill of complaint
The premises considered. Your orator prays that the defendant

And your orator further prays that there may be awarded to him such other, further or different relief as he may in equity and good conscience be entitled to, or as may to the Court seem just and equitable if he has in anywise prayed or asked amiss of this Honorable Court.

APPENDIX

every allegation contained in this bill complaint, but under oath as answer under oath expressly denied.

Director for Complaints

FRANK L. WHEELER,

Complainant,

VS.

P. CREAMER,

Respondent.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

IN EQUITY. NO. _____.

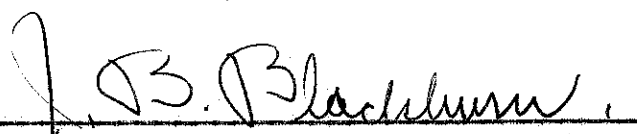
MOTION TO STRIKE.

Comes the Respondent in the above entitled cause by his attorney and moves to strike the following part of the Prayer for Process and for Relief as contained in the said Bill of Complaint:

"Your orator further prays that there may be awarded to him, by the decree and judgment of this court, out of the property and estate of the defendant, P. Creamer, the sum of Fifty Dollars as his counsel fees in this cause."

for the following separate and several reasons:

1. Because it is irrelevant.
2. Because it is frivolous.
3. Because it is prolix.



Attorney for Respondent.

RECORDED

MOTION TO STRIKE.

FRANK L. WHEELER,

Complainant,

VS.

P. CREANER,

Respondent.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
IN EQUITY. NO. _____.

Filed on this the 27th day of
July, 1931.

J. B. Blackburn
Deputy

RECORDED

J. B. BLACKBURN
ATTORNEY AT LAW
BAY MINETTE, ALA.

LAW OFFICES OF
EDWARD P. TOTTEN
OVER BANK OF FAIRHOPE
FAIRHOPE, ALABAMA

August 24, 1931

Hon. T. W. Richerson,
Register at Circuit Court,
Bay Minette, Alabama

Dear Sir:

In re. WHEELER vs. CREAMER

Herewith you will find enclosed an amended bill of complaint in equity suit above entitled. You will notice that P. J. Creamer has been added as a defendant and I would ask that you would kindly issue summons and deliver to Sheriff Stuart for early service upon him. It will not be necessary to serve P. Creamer as he has already appeared after being served in the original action.

Yours very sincerely,



Edward P. Totten

EPT:MG

Frank L. Wheeler
vs.
P. Creamer

VS.

DEFENDANT

Fees of Register	Dollars	Cts.	Brought Forward.....	
Filing each bill and other papers 7	\$	10	For receiving, keeping and paying out or distributing money, etc.; 1st \$1,000 1 per ct.; all over \$1,000, and not over \$5,000, 3-4 of 1 per ct.; all over \$5,000, and not exceeding \$10,000, 1-2 of 1 per ct.: all over \$10,000, 1-4 of 1 per ct.	390
Issuing each subpoena		50	Receiving, keeping and paying out money paid into court, etc., 1-2 of 1 per ct. of amount received,	
Issuing each copy thereof		40	Each Notice sent by mail to creditors	15
Entering each return thereof		15	Filing, Receipting for and docketing each claim, etc.	25
For each order of publication		1 00	For all entries on subpoena docket, etc	50
Issuing writ of injunction		50	For all entries on commission docket, etc.	50
For each copy thereof		15	Making final record, per 100 words	15
Entering each return thereof		1 00	Certified copy of decree	1 00
Issuing writ of attachment		15	Report of divorce to State Health office	50
Entering each return thereof		1 00	Acts 1915	
Docketing each case	1.00	25	Total Fees of Register	5.40
Entering each appearance		1 00		
Issuing each decree pro confesso on persi ser		1 00	Fees of Sheriff	
Issuing each decree pro confesse on publication		1 00	Serving and returning subpoena on deft.	\$ 1 50
Each order appointing guardian		1 00	Serving and returning subpoena for witness	65
Any other order by Register		50	Levyng attachment	1 50
Issuing commission to take testimony		50	Entering and returning same	25
Receiving and filing		10	Selling property attached	
Endorsing each package		10	Impanelling Jury	75
Entering order submitting cause		50	Executing writ of possession	2 50
Entering any other order of Court		25	Collecting execution for costs	1 50
Noting all testimony		50	Serving and returning sci. fa., each	65
Abstract of cause, etc.		1 00	Serving and returning notice	65
Entering each decree		75	Serving and returning writ of injunction	1 50
For every 100 words over 500		15	Serving and returning writ of exeat	1 50
Taking account, etc.		3 00	Taking and approving bonds, each	75
Taking testimony, etc.		15	Collecting money on execution	
Each report, 500 words or less		2 50	Making deed	2 50
For every 100 words over 500		15	Serving and returning application, etc.	1 00
Amount claimed less than \$500, etc		2 00	Serving attachment, contempt of court	1 50
Issuing each subpoena		25	Total Fees of Sheriff	1 50
Witness certificate, each		25		
Issuing execution, each		75	Recapitulation	
Entering each return		15	Register's Fees	2.40
Taking and approving bond, each		1 00	Sheriff's Fees	1.50
Making copy of bill, etc		15	Commissioner's Fees	
Each notice not otherwise provided for		50	Solicitor's Fees	3.00
Each certificate or affidavit, with seal		50	Witnesses' Fees	
Each certificate or affidavit, no seal		25	Guardian Ad Litem	
Hearing and passing on application, etc.		3 00	Printer's Fees	
Each settlement with receiver, etc.		3 00	Trial Tax	3 00
Examining each voucher of receiver, etc		10	Recording Decree in Probate Court	
Examining each answer, etc.		3 00	TOTAL	9.90
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 ct.: all over \$1,000, and not exceeding \$20,000, 1 per ct.; all over \$20,000, 1-4 of 1 per ct.				
Sub Total Carried Forward				

Register.

Cost Bill to Pelf. attorney 2/14/34 - Edward P. Jotten

Circuit Court, Baldwin County, Ala.
In Equity.

990

No. _____

Wheeler

vs.

Cramer

Cost Bill

Paid _____ 193 _____

Register.

Moore Printing Co. Bay Minette

The State of Alabama }
Baldwin CountyCircuit Court of Baldwin County, Alabama,
(In Equity)FRANK L. WHEELER

COMPLAINANT

VS.

P. CREAMER & P. J. CREAMER

RESPONDENT

I, T. W. RICHMONSONas Register and Commissioner CIRCUIT COURT, BALDWIN COUNTY, ALABAMAhave called and caused to come before me P. J. CREAMERwitness— named in the requirement for Oral Examination, on the 21st day of September
1932, at the office of REGISTERin BAY MINETTE, Alabama, and having first sworn said witness— to speak the
truth, the whole truth, and nothing but the truth, the said P. J. CREAMER

doth depose and say as follows:

My name is P. J. Creamer. I am one of the respondents in the above entitled cause. Respondent introduces in evidence as their exhibit "A" Note dated May 14, 1930, in the sum of One Thousand Dollars, payable to P. J. Creamer one year after date and signed by P. Creamer. Respondents introduce in evidence as their Exhibit "B" Chattel Mortgage made by P. Creamer and payable to P. J. Creamer dated May 14, 1930 and recorded in Book No. 48 of Mortgages at pages 483-484 in the Probate Records of Baldwin County, Alabama.

The note referred to as respondent's exhibit "A" was given by P. Creamer to me, P. J. Creamer, in evidence of a debt of One Thousand Dollars covering money which was advanced by me to P. Creamer at various times prior to May 14, 1930. This note is secured by the mortgage herein referred to as Respondents' Exhibit "B". The full sum of One Thousand Dollars was paid by me to P. Creamer in cash, but not in one lump sum. The last payment which was made on the day the mortgage was given to me was the sum of Three Hundred Fifty & No/100 Dollars. This payment was made by me to P. Creamer in front of his barber shop in Fairhope,

The notations which appear on the back of the mortgage and note covers payments made to me by P.Creamer on the indebtedness secured by the mortgage given by P.Creamer to me. After allowing the credits shown on the mortgage and note there remains due me on the indebtedness secured by this mortgage the sum of Four Hundred Fifty Dollars with interest from August 1st, 1932. The mortgage referred to in my testimony was made on May 14, 1930 and executed on the same day.

I know Harry H.Parker and have known him for a number of years. I did get Fifty Dollars from Harry H.Parker during the month of July, 1928, but at that time Harry Parker was indebted to me and is still indebted to me. After Parker let me have this money in July, 1928, he has never attempted to collect it. I did not at any time tell Harry Parker that I had some horses and that if I disposed of them I would pay this money. Part of the money which is due me by Harry Parker represents monies expended by me in making three trips to Pensacola, Fla., about Christmas Time in 1927 to secure the release of Harry Parker, who was at that time confined in jail there.

The above mortgage was not given by P.Creamer to me for the purpose of hindering, delaying or defrauding creditors, but was given for a valuable consideration which is recited therein .

CROSS EXAMINATION BY HON. E.P.TOTTEN:

The money I loaned to P.Creamer I made in the trucking business in which I sometimes made Four or Five Hundred Dollars per month. These loans were made over a period of one year prior to the time of the signing of the note. During this period of one year prior to May 14, 1930 I always had plenty of money and let P.Creamer have it when ever he needed it. I was not ill for a period of a year or more and ~~not~~ getting help from my children or any one else. For about ten years prior to the date of giving this note by P.Creamer I was in the trucking business at Fairhope, Alabama and was making from Four to Five Hundred Dollars per month. E.P.Totten I remember calling on you/for advice in regard to a motor truck of mine which had been re-claimed by the parties ~~holding the title~~ who were claiming a right to it by reason of a tire which they had put on it for the party who formerly owned it, but I do not remember

~~xxxxxx xxxxxxxx xxxxxxxx xxxxxxxx xxxxxxxx xxxxxxxx xxxxxxxx xxxxxxxx~~

~~xxxxxx xxxxxxxx xxxxxxxx xxxxxxxx xxxxxxxx xxxxxxxx xxxxxxxx xxxxxxxx~~

your making a charge of Five Dollars for counsel fee nor of your asking me for payment of said amount.

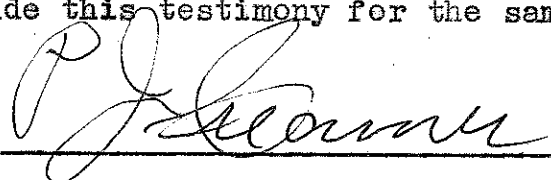
REDIRECT EXAMINATION BY HON. J.B.BLACKBURN:

The Four or Five Hundred Dollars which I referred to as earning was my gross income covering a period of time when I operated three trucks at practically all times and two mule teams. I did have a conversation with Judge E.P.Totten relative to a controversy between me and a Mobile concern who had sold a tire to a negro, who formerly owned one of the trucks which I was operating. I went to Judge Totten's house in regard to this matter and asked him what he would charge to represent me in this controversy. He told me that his charge for this would be Thirty Dollars. I did not understand at the time, nor have I since understood that he was making a charge of Five Dollars for discussing this matter with me and do not consider that I am indebted to him in any amount.

RE-CROSS EXAMINATION BY HON. E.P.TOTTEN:

It is not true that during the two or three years prior to the taking of this note from P.Creamer that I was so hard pressed for funds that I was unable to meet my obligations, and it is not true that this was an open and notorious fact in and around the Town of Fairhope where I was living. It is not true that I went to the residence of Attorney E.P.Totten in the evening instead of going to his office in the Bank Building in the day time, because I thought I could get information on my legal troubles free in that way. It is not true that at the time I called at Attorney Totten's residence at 8 o'clock in the evening I was so hard up for funds that I was unable to pay the five dollars which ^{claims he} he/charged for counsel fees in the matter of the controversy over the truck. I lived for about two years prior to the date of the note in question in Harry Parker's on Fels Avenue, Fairhope, Alabama, without paying any rent.

The Respondent objects to all testimony contained in the last preceding sentence on the grounds that it is incompetent, irrelevant and immaterial and moves to exclude this testimony for the same reason.



Bank of Silverhill

SILVERHILL, ALABAMA

\$1,000.00

Silverhill
SILVERHILL, ALA.

Respondents Exhibit A

May 14

1930

One year

AFTER DATE, WITHOUT GRACE 8 PROMISE TO

PAY TO THE ORDER OF

J. K. Krumpholtz

One Thousand & No/100

Fourteen

DOLLARS

FOR VALUE RECEIVED, PAYABLE AT THE STATE BANK OF SILVERHILL IN SILVERHILL, ALA.

The parties to this instrument, whether maker, endorser, surety, or guarantor, each for himself, hereby severally agrees to pay this note and waives as to this debt all right of exemption under the Constitution and Laws of Alabama, or any other state, and they each severally agree to pay all costs of collecting, or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise. And the maker, endorser, surety or guarantor of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them.

Respondents

DK

The undersigned endorser assume the contract shown by the face of this note.

Paid on March 15 of 1931
350.00 on withdrawal
July 3 rd 1931

Nov 15th 1931 \$500.00

Jan 5th 1932 \$250.00

March 30 1932 \$500.00

May 10th 1932 \$250.00

Aug 11th 1932 \$500.00

ORAL EXAMINATION

I, Mr. Riccerson as Register and Commissioner hereby certify that the foregoing deposition on Oral Examination was taken down in writing by me in the words of the witness ea and read over to him and her signed the same in the presence of myself and J.B. Blackburn Atty for Complainant at the time and place herein mentioned; that I have personal knowledge of personal identity of said witness ... or had proof made before me of the identity of said witness....; that I am not of counsel or of kin to any of the parties to said cause, or any manner interested in the result thereof.

I enclose the said Oral Examination in an envelope to the Register of said Court.

Given under my hand and seal, this 21 day of Sept 1932.

(L. S.)

No. _____ Page _____

THE STATE OF ALABAMA,
BALDWIN COUNTY

IN CIRCUIT COURT, IN EQUITY

Attants & Appellants

COMPLAINANT

vs.

Chas. D. J. Riccerson

RESPONDENT

ORAL DEPOSITION

Filed Sept 21st, 1932

J. B. Blackburn, Register.

RECORDED IN

_____ Record

Vol. _____ Page _____

_____, Register

Respondents Exhibited "B"

CHATTEL MORTGAGE

THE STATE OF ALABAMA,

Baldwin

County.

Respondents
Exhibited "B"

IN CONSIDERATION of the sum of

One thousand \$1.000, ----- DOLLARS

to me in hand paid by P. J. Creamer

the receipt of which is hereby acknowledged, the undersigned P. Creamer

----- of the County and State above named, do hereby

sell, convey and confirm to the said P. J. Creamer

the following described personal property, to-wit:

All personal property, consisting of household furnitur, Barber
shop fixtures and equity in one ford Roadster Model A, engine
#2440243

located at Fairhope, Baldwin County, Alabama,

in said County and State. All of which said personal property is hereby warranted as belonging to the under-
signed mortgagor and free from any other incumbrance or claim whatsoever. Said sale is made upon condition
that the said P. Creamer

shall pay to the said P. J. Creamer

the sum of \$ 1.000, as evidenced by one promissory note of this date,
executed to the said P. J. Creamer

for said amount, and payable as follows, viz.: One year after date

with interest at 8% per anum at the rate of ----- per cent. per annum. Said property is to
remain in the possession of the undersigned mortgagor until default is made in the payment of said note, but if
any part of said note or the interest thereon remain unpaid after maturity, then the said

P. J. Creamer or his assigns of said note are hereby authorized and
empowered to at once take possession of said property, to do which he or they may enter any enclosure or build-
ing, forcibly if necessary, and take possession of said property or any part of it and sell and deliver the same at
public or private sale, at his or their option, and after paying all expenses and costs incident to taking such pos-
session and such sale, to include a reasonable attorney's fee, pay the costs of such proceeding and pay the said
debt with interest, and if there remain a balance to pay the same over to the undersigned

P. Creamer or his legal representatives.

The exhibition of this Chattel Mortgage shall be sufficient evidence of the authority of any person claiming to act thereunder
after default in the payment of the debt hereby secured.

IN TESTIMONY whereof witness his hand and seal this the 14th day of May 1930 XXX

P. Creamer (SEAL)
(SEAL)

