

ANDREW PIELER, JR.,

Complainant.

VS

ELLIOTT G. RICKARBY, Jr.,

Respondent.

EQUITY.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

DEPOSITIONS OF ALFRED M. NEUMANN, L. LINDOERFER

and ELLIOTT G. RICKARBY, Witnesses for Complainant, was taken before Bernice S. Folmar under agreement executed by the Solicitors of Record and attached hereto, at the office of the State Bank of Elberta in Elberta, Alabama, Wednesday June 7th, 1933. Present, Hubert M. Hall, Esq., of counsel for Complainant, and Elliott G. Rickarby Esq., Solicitor for Respondent. The said witnesses, having been duly sworn upon examination by counsel, testified as follows:

ALFRED M. NEUMANN:

My name is Alfred M. Neumann. I am the Cashier of the State Bank of Elberta, and have been for more than three years past. I am familiar with a mortgage given by Mrs. Eliza bet Pieler and her husband, Andreas Pieler, to the Bank. There were two mortgages given by Andreas Pieler and Elizabet Pieler, his wife, on some land at Lillian, approximately nine and one half acres. In April, 1932, Mr. and Mrs. Pieler being unable to pay the first mortgage, made a statutory warranty deed to the Bank covering the land involved in this suit. The second mortgage has been paid and was released in April, 1931. At the time this statutory deed was made, the Pielers owed the Bank \$495.00. The debt was contracted by both Mr. and Mrs. Pieler. The balance of the debt secured by this first mortgage was afterward repaid to the Bank on May 26th, 1932 \$483.00; June 18th, \$10.35; and July 29th, \$1.65 making \$495.00. This deed of the Bank to the Pielers was made on June 23rd, 1932, but was held and not delivered until about

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July 29th, because there were several small payments due. The last two payments mentioned above were what was holding up the final conclusion of this trade.

Q. Did you have any conversation with Mr. and Mrs. Andreas Pieler relative to the land covered by this mortgage prior to April 22nd, 1932, when they gave a deed to the Bank?

The Plaintiff objects on the grounds that the question is immaterial, irrelevant and incompetent; that Mr. and Mrs. Andreas Pieler are not parties to this suit, and anything that might have been said or done was not and is not binding upon the plaintiff in this cause, who was not shown to have been present.

A. Yes, I was over to Pensacola two or three times before I was able to get the deed from them. The first time they were not at home, the second time only one was at home, and the third time I found them both there, and the boy was there at that time. I got the deed from them then.

Q. Was anything said to Mr. Pieler or to Mrs. Pieler in Mr. Pieler's hearing relative to the suit of the American Products Company against Mrs. Pieler, by you?

The Plaintiff objects on the grounds that the question is immaterial, irrelevant and incompetent; that Mr. and Mrs. Andreas Pieler are not parties to this suit and anything that might have been said or done was not and is not binding upon the plaintiff in this cause, who was not shown to have been present.

A. There were present at this conversation Mrs. Elizabeth Pieler, Mr. Andreas Pieler, Sr., and the younger son, not the plaintiff in this case. I am rather hazy just as to what was said, as it is pretty hard to remember, but I do recall that they spoke of certain correspondence received from Mr. Rickaby relative to this matter--

The Plaintiff objects to any statement as to correspondence received from Mr. Rickaby relative to any case against Mrs. Pieler on the ground that it calls for secondary evidence, the correspondence being the best evidence.

Anyway, as I recall, the matter was discussed from this angle. The Pieler's thought it was unnecessary

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to take any steps to protect themselves, the boy, if I remember right, had most to say in this matter because I almost got into a dispute with him over the merits of the thing and it was through his influence, principally, that I see, that the parents thought it was unnecessary for them to do anything. They mentioned having some correspondence from Mr. Rickarby about the American Products Company claim but thought it was unnecessary to do anything-----

The Plaintiff moves to exclude that testimony on the same grounds as stated in the objection.

The fact is that from the conversation I gained the impression that they had received letters from Mr. Rickarby to that effect, and thought it unnecessary to do anything and appeared to have legal advice about it. That is my impression. I think the boy brought it up.

Q. Did the son say that their lawyer had told them that nothing could be gained by the American Products Company in this suit?

The Plaintiff objects to that question on the grounds that it is immaterial, irrelevant, and incompetent, and not binding on the plaintiff in this cause, who was not present.

A. I could not remember just what was said. One of the group mentioned that they got legal advice in the matter, and I think it was the boy. The advice was that they did not have to do anything to protect themselves.

The Plaintiff moves to exclude that evidence on the same grounds as stated in the objection.

Q. At the time that you had a deed for this did the Bank have it rented out?

A. Yes. We obtained a power of attorney signed by Mr. and Mrs. Pieler to rent this land to anyone and Mr. C. R. Gantt, who lived alongside the land, rented it until the tornado this year, and farmed it.

Q. To whom did Gantt pay rent in 1932?

A. To the Bank.

I know this land and in my opinion it could not be fairly divided between two owners for farming purposes as it is

too small in area. This deed was drawn and executed in Mr. Lindoerfer's office across the street from the Bank. Mrs. Lindoerfer is also a Notary Public, and took the acknowledgment.

Q. At the time that this deed of the Bank to Mr. and Mrs. Pieler was executed and before it was signed, was anything said by you to Mr. and Mrs. Pieler about the attachment of the American Products Company and the litigation pending?

The Plaintiff objects to the question on the grounds that it is irrelevant, immaterial and incompetent; that the parties present were not parties to this suit and it is now shown that the Plaintiff in this cause was present; that it further calls for secondary evidence, the proceeding in the case being the best evidence; upon the further ground that it is now shown that process mentioned or any notice thereof was filed of record in the Probate Court of this county as required by law, and upon the further ground that the question attempts to alter the terms of a written instrument.

A. I do not recall exactly, but I do remember that the Pielers wanted a warranty deed, which we were unable to give them of course, on account of the fact that we knew of the existence of the suit. I do not recall exactly whether the matter was discussed in the Pieler's presence but I do recall that the matter was discussed about giving them a warranty deed which we were unable to do because of the existence of this claim. I do remember that they wanted a deed given to the son Andreas Jr., which we were unwilling to give. I am almost positive that it was mentioned in their presence because of the question about the form of the deed. When the deed was executed by the Bank to the Pielers, before Mr. Lindoerfer, we had considerable discussion over it. We were present in his office for about thirty minutes and the conversation took place in German, which all of us spoke.

CROSS EXAMINATION BY HUBERT M. HALL, ESQ.,  
SOLICITOR FOR COMPLAINANT.

The first mortgage from Andreas Pieler and Elizabeth Pieler his wife to the State Bank of Alberta conveying the properties described in the bill of complaint in this cause was made on May 14th, 1926; the second mortgage from the same parties to the Bank conveying the same land was made on June 11th, 1929; the second mortgage described was released April 2nd, 1931. On April 2nd, 1932, Andreas Pieler and Elizabeth Pieler executed to the State Bank of Alberta a statutory deed conveying the lands in litigation. The State Bank of Alberta remained the owner of and held title to the lands described in this cause until July 29th, 1932, this being the day that the deed from the State Bank

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of Elberta to Andreas Pieler and Elizabeth Pieler was delivered. The State Bank of Elberta was the owner of and in possession of the lands described in this cause on May 2nd, 1932, and also on June 1st, 1932, or in other words the Bank was the owner of and in possession of said lands from April 22nd, 1932, continuously to July 29th, 1932. At the time the land was rented to Mr. Gantt it was under and in accordance with the power of attorney from Mr. and Mrs. Andreas Pieler to Alfred Neumann. In other words I rented the property to Gantt for the Pielers. Gantt paid the rents to me and I credited the same to the Pieler's account. At the time the Pielers came to the Bank they brought a check for \$500.00 on the National City Bank of New York. It was a draft drawn by some Brooklyn Bank as I remember. Mr. and Mrs. Andreas Pieler did not want the deed from the Bank made <sup>to</sup> them. Mr. and Mrs. Pieler told me that they wanted the deed from the Bank made to Andrew Pieler, Jr., . I have never seen the Plaintiff in this case, Andrew Pieler Jr.,.

REDIRECT

The power of attorney that I said the Pielers gave and under which I leased the land to Gantt I have had attached hereto. (NOTE: By signed agreement of Counsel this is copied here, subject to all objections that apply to the original)

"We, the undersigned, do hereby grant a full power of attorney to ALFRED NEUMANN of Elberta, Ala., to rent or lease our farm near Lillian, to our best interest for a period not exceeding one year, and sign our names to said lease, and act in our stead.

Witness our hands and seals this the 9th day of December, 1931."

Andreas M. Pieler

Elizabeth Pieler

WITNESS:

J. R. Gaunt.

The Plaintiff objects to the introduction of the power of attorney or the reason that it is not properly acknowledged and is not acknowledged before an officer authorized to take the acknowledgment and is not of record.

After the Pielers had deeded the land to us we still continued the lease to Gantt, who continued to farm it.

Q. At the time the deed was made to you in April, 1932, was there an understanding as to any right of redemption?

A. Yes.

Q. Was this in writing?

A. Yes.

Q. Have you a copy?

A. I believe I have. I know the Pielers have the original.

Q. Please attach a copy of this agreement to your deposition. Exhibit "A"

The Plaintiff objects upon the grounds that said agreement is immaterial, irrelevant and incompetent, and that it calls for secondary evidence.

  
L. LINDERFER.

I reside in Elberta, my office is across the street from the Bank, and I am a Notary public. When the deed referred to by Mr. Neumann from Andrew and Elizabeth Pieler to the State Bank of Elberta covering the lands in litigation was executed before me in April 22nd, 1932 both Mr. and Mrs. Pieler were present.

Q. At the time this deed was made by the Pielers to the Bank of Elberta was anything said about the right of the Pielers to redeem the land?

The Plaintiff objects on the grounds that it is immaterial, irrelevant and incompetent, that it calls for secondary evidence, and attempts to vary the terms of a written instrument.

A. Yes. It was mentioned, but I do not remember exactly who mentioned it, but all understood it.

Q. On June 23rd, 1932, when the Bank made a deed to Mr. and Mrs. Pieler this deed was also drawn in your office and by you?

A. Yes.

Q. Was anything said at that time about the land being in litigation as the reason why a quit-claim deed rather than a warranty deed was given?

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The Complainant objects to the evidence called for by the above question on the grounds that it is immaterial, irrelevant, and incompetent; that it calls for matters discussed between parties who are not parties to this suit, that it is not shown that the Plaintiff was present or had knowledge thereof; that it calls for facts about the mortgage between Mr. and Mrs. Pieler and the witness which are of a confidential nature.

A. They came to me from time to time and told me about their troubles with the American Products Company but at the time when the papers were drawn I did not pay any attention much to it because I was only making out the papers.

Q. Did Mr. Pieler tell you at any time before then that his wife had been sued by this company?

The Plaintiff objects to the evidence called for by the above question on the grounds that it is immaterial, irrelevant, and incompetent; that it calls for matters discussed between parties who are not parties to this suit that it is not shown that the Plaintiff was present or had knowledge thereof, and that it calls for facts about the mortgage between Mr. and Mrs. Pieler and the witness which are of a confidential nature.

A. Yes, they had been talking to me about this and about this suit.

The Plaintiff moves to exclude the answer on the same ground stated in the objection.

Q. When the Bank made the deed to the Pielers they asked that the deed be made to Andrew Pieler Jr. What did Mr. Neumann tell them at the time?

The Plaintiff objects because it calls for immaterial, irrelevant and inconsequent testimony; that it calls for evidence in conversation passing between the parties who are not parties to this suit and that such conversation was not made in the presence of Plaintiff or with his knowledge.

A. Mr. Neumann said he could not give a deed from the Bank to Andrew Pieler Jr., on account of troubles that might arise for the Bank but would give a deed to Mr. Andreas and Mrs. Elizabet Pieler.

Q. Did Mr. Neumann mention the litigation as being the trouble that might come to the Bank and that the Bank had been notified of it.

Plaintiff objects on the ground that this calls for immaterial, irrelevant and inconsequent testimony; that it calls for conversation passing between parties who are not parties to this suit, and who had no knowledge of such conversation or agreement.

A. Yes. I also drew the deed from Mr. and Mrs. Pieler to their son, Andrew, Jr.

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The Plaintiff moves to exclude the answer on the same grounds asserted to the question above.

A. All of these conversations about the litigation took place before the Bank made the deed to the Pielers and of course before the later deed made by Mr. and Mrs. Pieler to their son Andrew.

The Plaintiff moves to exclude all of the above testimony on the same grounds as stated in the objection and upon the further grounds that such testimony tends to vary the terms of a written instrument.

CROSS EXAMINATION BY MR. HALL

Mr. and Mrs. Pieler are German, and I am also German, and they came to me often for advice when they were in trouble or had any business dealings or transactions.

*L. Lindorfer*

TESTIMONY OF ELLIOTT G. RICKARBY.

I am the solicitor of record for the Respondent in this cause and was also the attorney for the Plaintiff in the case of the American Products Company vs Elizabet Pieler started in October 1931, in the Justice Court-----

The Plaintiff objects to any statement of the witness as to any proceedings by the American Products Company vs Elizabet Pieler upon the following separate and several grounds. First: That the same are immaterial, irrevelant, and incompetent; Second: that such evidence is as to a proceeding between parties who are not parties to or interested in this suit; Third: that such evidence is secondary, the original or certified copies thereof being the best evidence.

--- of Charles Lenoir, Justice of the Peace of Baldwin County. On December 30th, 1931, as such attorney I wrote a letter addressed to Mrs. Elizabet Pieler, 314 South Clubbs Street, Pensacola, Florida, relative to this cause, which I sent to her by registered mail and which letter she testified having received through the hands of Mr. Pieler. A copy of this letter I hereto attach to this deposition as exhibit "B" for use in the event that



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the original, for which demand, has been made, is not produced.

The Plaintiff moves to exclude all of the above testimony upon the grounds stated in the objection.

I further offer in evidence as exhibit "C" a deed executed by W. R. Stewart, Sheriff of Baldwin County, to Respondent dated May 2nd, 1932, and covering the lands in litigation.

The Plaintiff objects to the introduction of the deed upon the following grounds, separately and severally. First, that it is immaterial, irrelevant and incompetent; second, that the deed is dated May 2nd, 1932, at which time, according to the evidence in this case the said Elizabeth Pieler had no title to said property; third, that at the time of the execution of said deed the title to said property was vested in the State Bank of Elberta; four, that the said deed covered such right, title interest and estate that the said Elizabeth Pieler had in and to said property at the time of the execution of said deed, when as a matter of fact, according to the records, she had no title, and the said deed is not such as to convey an after acquired interest.

*Elliott B. Rinsley*

It is agreed between the parties to this cause, through their respective Solicitors that the fore-going testimony, having been taken down in shorthand and checked over by Counsel, the signatures of the respective witnesses there to is hereby waived.

Solicitor for Complainant

*Elliott B. Rinsley*  
Solicitor for Respondent

CERTIFICATE.

I, Bernice S. Folmer, acting as commissioner under the attached agreement executed between solicitors of record in a cause pending on the Equity side of the Circuit Court of Baldwin County wherein Andreas Pieler, Jr., is Complainant and Elliott G. Rickarby, Jr., is respondent, hereby certify that I caused Alfred M. Neumann, L. Lindorfer and Elliott G. Rickarby to appear before me in the office of the State Bank of Elberta on the 7th of June, at which time Hubert M. Hall, Esq., appeared as Solicitors for Complainant, and Elliott G. Rickarby, Esq., as Solicitor for Respondent; that said witnesses having been first duly sworn upon examination and cross examination by the respective counsel, testified as is hereinbefore set forth; that their testimony was then by me reduced to writing and read over and signed by them in my presence.

I further certify that I am neither of counsel or kin to either party in said cause or in anywise interested in the outcome thereof.

Given under my hand and seal as commissioner this 22nd day of September, 1935.

*Bernice S. Folmer*

Commissioner.

ANDREW A. PIELER, JR.

Complainant.

VS

ELLIOTT G. RICKARBY, JR.

Respondent.

IN EQUITY.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

Come the parties to this cause by their  
solicitors of record and agree that the depositions of  
Respondent's witnesses may be taken before Miss Bernice  
S. Folmar as commissioner without the formal issue  
of commission at such time and place as may be agreed  
upon between the parties hereto.

*Beale & Stace*

Solicitors for Complainant

*Elliott G. Rickarby*

Solicitor for Respondent.

*Commissioners fee \$5.00 not paid.*

A. PIELER, Jr.

Complainant,

vs

E. G. RICKARBY, Jr,

WAIVER OF COMMISSION.

December 30th, 1931

Mrs. Elizabeth Pieler,  
214 So. Clubbs Street  
Pensacola, Florida

Dear Madam:

After having done everything in our power to save you the additional expense, but without avail, we have brought suit against you in favor of the American Products Company, before Justice of the Peace Charles Lenoir of Magnolia Springs, and have issued an attachment against your interest in your homestead near Lillian. With this we send you by registered mail a copy of notice of attachment, of the writ and of the pending suit and will have your registry receipt showing that these papers have reached your hands, which is a legal service of notice under Code Section 9447. If we do not hear from you prior to the date set for the suit, January 16th, a judgment will be issued against you and in due time your interest in the property will be advertised and sold. All of this will mean added expense to you, which could have been avoided by giving our letters the courtesy of your attention.

Respectfully,

R:P  
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STATE OF ALABAMA

BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS, that WHEREAS, the AMERICAN PRODUCTS COMPANY recovered a judgment against ELIZABETH PIELER in the Circuit Court of Baldwin County, Alabama, on the 25th day of February, 1932; and

WHEREAS, Civil execution, Venditioni Exponas in Attachment, was regularly issued by the Clerk of the Circuit Court of Baldwin County, Alabama, on March 4th, 1932, commanding me, as Sheriff, of the goods, chattels, lands and tenements of Elizabeth Pieler which were levied on by me on the 22nd day of October, 1931, by virtue of a Writ of Attachment issued out of the Justice Court of Hon. Chas. Lenoir, Justice of the Peace, Precinct 14, Baldwin County, Alabama, the following described lands in Baldwin County, Alabama, to-wit:

The West 506 feet of the following described parcel of land; Beginning at a point on the North line of the South fractional half where the same intersects with the East line of Sec. 27, Township 7, S. Range Six East of the St. Stephens Meridian, thence running West 1328 feet, thence South 805 feet, thence East 1328 feet along the North line of the Peter Suarez Grant, thence North 805 feet to point of beginning, Said parcel of land containing nine and one-half acres;

to be made the sum of FIFTY-SIX and 04/100 DOLLARS (\$56.04) which American Products Company recovered of Elizabeth Pieler on the 16th day of January, 1932, by the judgment of the Justice Court of Hon. Chas. Lenoir, Justice of the Peace, Precinct 14, Baldwin County, Alabama, besides costs of suit, and said property was ordered to be sold in satisfaction thereof; and

WHEREAS, on March 4th, 1932, judgment execution was regularly issued by the Clerk of the Circuit Court of Baldwin County, Alabama, and placed in my hands, as Sheriff of said County, which execution was levied by me, on the property hereinabove described as the property of Elizabeth Pieler, and after giving notice of

the time, place and terms of sale by advertisement for thirty days in the Baldwin Times, a newspaper published at Bay Minette, in Baldwin County, Alabama, I sold the said land pursuant to said levy and advertisement for the satisfaction of said execution at public auction, for cash, at the Court House door of Baldwin County, Alabama, on the first Monday in May, 1932, to-wit, on the 2nd day of May, 1932, at which sale ELLIOTT G. RICKARBY, JR., became the purchaser of said land at the sum of EIGHTY-THREE and 69/100 DOLLARS (\$83.69), he being the highest and best bidder for the same, which said sum of money has been paid to me by said Elliott G. Rickarby, Jr., and applied by me to the satisfaction of said execution;

NOW THEREFORE, in pursuance of the premises and in consideration of the sum of EIGHTY-THREE and 69/100 DOLLARS (\$83.69) to me in hand paid as aforesaid, receipt where of is hereby acknowledged, I, W. R. STUART, as Sheriff of said County, do hereby GRANT, BARGAIN, SELL and CONVEY to said ELLIOTT G. RICKARBY, JR., all the right, title, interest and estate of the said Elizabeth Pieler in and to the said property as fully and completely, in all respects, as I might, could or ought to convey the same under and by virtue of the power and authority vested in me in the premises and by the statutes for such cases provided.

TO HAVE AND TO HOLD unto the said ELLIOTT G. RICKARBY, JR., his heirs and assigns, forever.

WITNESS my hand and seal, this the 2nd day of May, 1932.

W. R. STURAT (SEAL)  
Sheriff.

STATE OF ALABAMA  
BALDWIN COUNTY

I, H. M. HALL, A Notary Public in and for said County and State, hereby certify that W. R. Stuart whose name as Sheriff is signed to the foregoing conveyance and who is known to me to be the Sheriff of said County, acknowledged before me this day that, being informed of the contents of the said conveyance, he executed the same voluntarily in his capacity as such Sheriff on the day the same bears date.

Given under my hand, this the 2nd day of May, 1932.

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

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FOR THE YEAR 1960

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1923;  
By

W. R. STUART,  
As Sheriff,  
to

ELLIOTT G. RICKARBY, JR.

5-2-32

SHERIFF'S DEED

THE STATE OF ALABAMA Probate Court  
BALDWIN COUNTY.

Filed in office this 1st day of June, 1932, 8 A.M., and duly recorded in Deed Book No. 52 N.S. pages 320-21; and I certify that \$.50 license or privilege tax paid as required by an Act of the Legislature, approved September 14th, 1923;

G. W. HUMPHRIES  
Judge of Probate

By J. L. KESSLER, Clerk.

[illegible][illegible]



The State of Alabama }  
Baldwin County

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

Andrew Pieler, Jr.,

COMPLAINANT

VS.

Elliott G. Rickarby, Jr.,

RESPONDENT

I, Anna Belle Hand

~~as Register and Commissioner~~

have called and caused to come before me Elliott G. Rickarby

and W. R. Stuart

witness<sup>es</sup> named in the requirement for Oral Examination, on the 11th day of February  
1935, at the office of Robert S. Duck, Register,

in Bay Minette, Alabama, and having first sworn said witness<sup>es</sup> to speak the  
truth, the whole truth, and nothing but the truth, the said W. R. STUART

doth depose and say as follows:

My name is W. R. Stuart, I was Sheriff of Baldwin County, Alabama, during the year 1932, Mr. Elliott G. Rickarby, attorney, sometime just prior to May 1932 requested me as Sheriff to sell certain property in Baldwin County, Alabama, in satisfaction of a judgment secured by the American Products against Elizabeth Pieler; that I was to sell the property and bid it in for Elliott G. Rickarby, Jr., the son of Elliott G. Rickarby; placed the deed of record and let him or Mr. Rickarby have a bill for the amount including the recording fee and he would see that I was paid the amount at once. I, in accordance with the request made by Mr. Rickarby sold the property on May 2nd, 1932, and bid it in for Elliott G. Rickarby, Jr. for \$83.69 which included the judgment and costs. The property sold was the same as that described in the original bill of complaint in this cause. I do not remember whether I filed the deed for record or mailed it to Mr. Rickarby and he filed the deed. The deed was filed for record on the first day of June, 1932, and is of record in the office of the Probate Judge of Baldwin County, Alabama, in

Deed Book 52 N. S. pages 320-1 . I, immediately after complying with Mr. Rickarby's request and selling the property and bidding it in as requested, send Mr. Rickarby a bill for the amount due. Mr. Rickarby did not pay me the amount due until, today, February 11th, 1935; When he paid me \$27.65 which included the full amount of all costs. I, as sheriff, did not file the Lis Pendens or attachment notice in the original suit of American Products Co. vs. Elizabeth Pieler. Mr.

W.R. Stuart

MR. E. G. RICKARBY

Mr. E. G. Rickarby recalled for further cross examination. SAYS:

Mr. Name is E. G. Rickarby, I was Attorney of Record for the Plaintiff in the case of American Products Company vs. Elizabeth Pieler. I did not file in the Probate Office of Baldwin County Alabama, a Lis Pendens Notice or Attachment Notice in the Suit. Nor Did I file a Certificate of Judgement in said Cause, infact no Certificate has ever filed for record in the Probate Office.

Elizabeth B. Rinsley

It is agreed between the respective Solicitors of Record that the land involved in this Suit consists of nine and one half acres near Lillian in Baldwin County, Alabama and that said lands can not be equitably divided by meets and bounds.

Robert W. Hoad  
Solicitor for Complainant

Elizabeth B. Rinsley  
Solicitor for Respondent

The Complainant offers in evidence the following paper--

- c-1
1. Mortgage Andreas Pieler & Elisabeth Pieler to State Bank of Elberta dated May 14th, 1926 and recorded, Mortgage Book 36 page 227
  - C-2. Mortgage Andreas Pieler and Elizabeth Pieler to State Bank of Elberta dated June 11th, 1929 recorded Mortgage Book 46 page 204
  - C-3. DEED Andrew Pieler and Elizabeth Pieler to State Bank of Elberta, dated April 22nd, 1932, recorded in Deed Book 52 N. S. 263
  - Deed, State Bank of Elberta, to Andrew Pieler and Elizabeth Pieler dated June 23rd, 1932 recorded Deed Book 53 N. S. 79-80

ORAL EXAMINTAION

I, Anna Belle Hand ~~xx~~ as Register and Commissioner hereby certify that the foregoing depositions on Oral Examination was taken down in writing by me in the words of the witness es and read over to them and they signed the same in the presence of myself and each other

at the time and place herein mentioned; that I have personal knowledge of personal identity of said witness es or had proof made before me of the identity of said witness es; 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 11th day of February 19 35.

Anna Belle Hand (L. S.)

# 500  
✓

No. 1080

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THE STATE OF ALABAMA,  
BALDWIN COUNTY

IN CIRCUIT COURT, IN EQUITY

vs.

COMPLAINANT

E. S. Nickens Jr.  
RESPONDENT

ORAL DEPOSITION

Filed February 11, 1935

Robert S. Hand, Register.

RECORDED IN

Record

Vol. \_\_\_\_\_ Page \_\_\_\_\_

Register

**The State of Alabama**  
Baldwin CountyCircuit Court of Baldwin County, Alabama,  
(In Equity)ANDREW PIELER, JR.,

COMPLAINANT

VS.

ELLIOTT G. RICKARBY, JR.

RESPONDENT

I, T.W. RICHESON

as Register and Commissioner

have called and caused to come before me A. PIELER, Sr. ELIZABETH PIELERwitnesses named in the Requirement for Oral Examination, on the 28th day of November19 32, at the office of COMMISSIONERin ELBERTA, Alabama, and having first sworn said witnesses to speak the truth, the whole truth, and nothing but the truth, the said A. PIELER, Sr.

doth depose and say as follows:

My name is A. Pieler, Sr; I am a resident of 916 W. Gregory Street, Pensacola, Fla. Andrew Pieler, Jr, the complainant in this cause is my son and makes his home with me. He is twenty-four years of age. The respondent, Elliott G. Rickarby, Jr., is over the age of twenty-one years, and a resident of the City of Mobile, Ala. I am the agent of and represent my son, Andrew Pieler, Jr, who is now and has been for the past three years and longer in the United States Navy and is at present with the United States Navy in China, in line of duty. My son, Andrew Pieler, Jr., is in the quiet and peaceable possession of the land described in the bill of complaint in this cause. He owns the same in fee simple. The respondent, Elliott G. Rickarby, Jr., claims or is reputed to claim some right, title or interest in or incumbrance upon said land. There has been no suit filed nor is there a suit pending to question or test the validity of the claim, right, title or interest in or encumbrance of the said Elliott G. Rickarby, Jr. The land described in this suit consists of approximately nine and one-half acres and is located near Lillian, in Baldwin County, Alabama. Andrew Pieler, Jr., bought the land in question from me and my wife, Elizabeth Pieler.

My wife, Elizabeth Pieler and I gave a mortgage to the State Bank of Elberta on the land described in this cause for approximately Five Hundred Dollars. The mortgage came due and we had no money to pay it. We advised the complainant, Andrew Pieler, Jr., our son that we were unable to pay the mortgage and asked him if he wanted to put up the money rather than have some stranger get it. He, Andrew Pieler, Jr., sent us a government check for Five Hundred Dollars which we took to the bank and paid the bank the amount due and asked them to make a deed to our son. The Bank made a deed to me and my wife rather than to Andrew Pieler, Jr., and we immediately made a deed to our son, Andrew Pieler, Jr. At the time the money was due at the bank we went into the bank and my wife and I made a deed to the bank rather than have the mortgage foreclosed. Our son, Andrew Pieler, Jr., furnished the money to buy the land back from the bank and although we requested the bank to make a deed to him the bank made a deed to my wife and I and it was necessary for us to immediately make a deed to our son. At the time we made the

mortgage to the State Bank of Elberta, the deed to the State Bank of Elberta and at the time the State Bank of Elberta conveyed the land to me and my wife and also at the time that my wife and I conveyed the land to Andrew Pieler, Jr., I did not know anything about a suit having been filed against my wife or a judgement having been secured against her. My son, Andrew Pieler, Jr., during this time was in China and of course had no notice of the suit having been filed against my wife Elizabeth Pieler. I represented my son, Andrew Pieler, Jr., in the transaction through which title was conveyed to him. The land described in this complaint is worth about four or five hundred dollars, it having no improvements on it.

My son, Andrew Pieler, Jr., as I have stated above is at present with the Navy in China and is unable to appear in person in this cause, and for that reason I have appeared for him.

CROSS EXAMINATION BY HON. E.G. RICKARBY, SR.

I have full authority to represent my son in this matter and had this authority at the time that the deed was made on July 5, 1932. Neither my wife or I have had any money for the past two years. My son is a second class machinist's mate in the Navy. I don't know what pay he makes. He had no other money than his pay from the navy. He has never sent any money home, except the Five Hundred Dollars. The money was sent from Brooklyn, Ny. When I sent to my son for the money I knew nothing about any suit or attachment against the land on the part of the American Products Co., or that the land had been sold, that is his mother's half. I first learned about this in August, 1932 when I got an abstract of it for my son. My wife and I are living together and are on good terms. She does not tell about her business. My son

me  
got the money that was paid for this land from the Government, from his pay. ~~I do not know whether he borrowed it or not.~~ I do not know whether he borrowed it or not. This land lies in a square block. The land could not be fairly divided between owners. When the man who made the abstract in Bay Minette, told me that my wife's interest had been sold that was the first time I knew of it.

ELIZABETH PIELER, a witness for complainant, who being duly sworn, doth depose and say as follows:

My name is Elizabeth Pieler. I am the wife of Andrew Pieler, Sr., and the mother of Andrew Pieler, Jr., the complainant in this cause. My son is now and has been for the past three years and more in the United States Navy, and has for the past two years and a little longer been stationed in China and has not been back to his home in Pensacola, Fla.

My husband, Andrew Pieler, Sr., and I sometime ago in order to secure a loan executed a mortgage to the State Bank of Elberta. The mortgage coming due and we having no money to pay the loan executed a deed to the said State Bank of Elberta, conveying the land described in this cause. I then got in touch with my son, Andrew Pieler, Jr., and asked him if he wouldn't put up the money necessary to get a deed back from the State Bank of Elberta. He sent us Five Hundred Dollars. My husband and I then went to the State Bank of Elberta and told the Cashier that we had the money and wanted the bank to make a deed to Andrew Pieler, Jr. We left the money with the bank with the understanding that the deed was to be made to Andrew Pieler, Jr., and mailed to us at Pensacola, Fla. The deed came a little later and we found that contrary to our instructions the bank had made the deed to Andrew Pieler and Elizabeth Pieler. We immediately upon receipt of the deed went back to the Bank and advised that the deed had not been made as we had instructed, that is to Andrew Pieler, Jr., but to Andrew Pieler and Elizabeth Pieler. We were told by Mr. Neumann in the Bank that we could go ahead and make a deed to our son, Andrew Pieler, Jr., and we then immediately went to the office of Mr. Lindoerfer in Elberta, and then executed a deed conveying the land described in this cause to our son, Andrew Pieler, Jr. At the time of the execution of the deed and papers above mentioned I did not know anything or have any notice of a judgement having been secured against me or any attachment levied on the land described in this cause, nor did I know that any judgement had been secured against me, and I am sure that my son Andrew, Pieler, Jr., had no notice of any proceedings affecting said lands as he was during the whole time, in China.

GROSS EXAMINATION BY HON. E.G. RICKARBY, SR.

When we gave a deed to the Bank for this land it was because we could not pay the interest on the mortgage and it was the understanding that if we did not pay the amount due on the mortgage within the next five months then the land would belong to the bank, but that we could pay off the mortgage at any time during the five months and the bank would release the land to us. It was with this understanding that my son, Andrew Pieler, Jr., bought this land. He left the matter in his father's hands. I did not tell Mr. Pieler anything of the claim of the American Products Co., for I did not know anything. I did not know that the land had been attached. I did not know that it had been sold or that any legal proceedings had been taken in the matter whatsoever. Mr. Neumann did not tell Mr. Pieler and me anything about the land having been attached when he came over to Pensacola to see us about getting the deed from us. He did not say anything to me about the land being attached. I told him that I had received a number of letters from Mr. Rickarby, but was not paying any attention to them because I did not owe the American Products Co. anything.

Q. Did you receive on August 19, 1931 ~~re~~ a letter from E.G. Rickarby, at Robertsedale, Alabama, relative to the claim of American Products Company and have you this letter?

MR. HALL. We object to this question on the grounds that it is immaterial, irrelevant and incompetent.

ANS: I did, Mr. Pieler gave it to me.

Mr. Pieler handed me this letter, but he did not know what was in it. I did not show him the letter. He does not read English. I never mentioned it to him anymore. I had forgotten all about it. I ~~will~~ not produce this letter.

Q. Had you received letters prior to that time about this matter?

MR. HALL. ~~XX~~ We object to any evidence as to letters received by Mrs. Pieler from Mr. Rickarby on the ground that they are immaterial, irrelevant and incompetent and illegal.

ANS: I had not.

Q. Did you receive a registered letter from Judge Charles Lenoir on January 16, 1932.

MR. HALL. We object to this question on the grounds that it is irrelevant, immaterial and incompetent.

ANS: I did receive the letter from Charles Lenoir, but I was sick and could not come to court. I consulted a Lawyer in Pensacola and he told me that it would not be necessary to go. I told Mr. Pieler of the contents of that letter. I did not get but one letter from Mr. Rickarby about the American Products Co claim and that is the registered letter I spoke of. The letter from Mr. Rickarby that was enclosed in the registered letter from Judge Lenoir I may have with the other papers. I will attach this letter if I have it. If it is not attached it will be because I cannot locate it when I return to Pensacola. I did not tell my son anything of the notices that I received from Judge Lenoir. I told my husband about getting the papers from Judge Lenoir and he asked me did I owe the American Products Co. anything and I told him "No". I do not remember what he said. I repeat again that Mr. Neiumann at no time told my husband and myself that this land had been attached. ~~MYXZNEIUMANNXXXXXX~~  
~~XXXXXXZXXXXXXNXXXXXXXXXXXXXXXZXXXXXXNXXXXXXZXXXXXXNXXXXXX~~  
~~XXXXXXZXXXXXX~~. We asked Mr. Neiumann to have the bank make a deed for the land to my son. He did not do so, but made the deed th my husband and myself and we then deeded it to our son..

RE DIRECT EXAMINATION BY HON. H.M.HALL.

~~xxxxxxxxxxxx~~ During the transaction with the bank Mr. Pieler acted as the agent and representative of Andrew Pieler, Jr., I did not nor did I have anything to do with the transaction for my son.

Olibett Piller

ORAL EXAMINATION

I, T. W. RICHMOND, JR, as ~~Register and~~ Commissioner hereby certify that the foregoing deposition S on Oral Examination was taken down in writing by me in the words of the witness ES and read over to them and they signed the same in the presence of myself and H.M. Hall & E.G. Rickaby at the time and place herein mentioned; that I have personal knowledge of personal identity of said witness ES or had proof made before me of the identity of said witness ES; 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 28th day of NOVEMBER 19 32.

T. W. Richmond, Jr. (L. S.)

No. 1080

Page

**The State of Alabama**  
**BALDWIN COUNTY**

IN CIRCUIT COURT, IN EQUITY

ANDREW PLEIER, JR.  
COMPLAINANT

vs.

ELLIOTT G. RICKABY, JR.  
RESPONDENT

**ORAL DEPOSITION**

Filed NOVEMBER 28, 1932, 19 32

T. W. Richmond, Jr.  
RECORDED IN Register

Record

Vol.            Page           

Register

The complainant offers in evidence, in accordance with agreement on file the following papers: A Deed, F.J.Krabill and Blanche Krabill, husband and wife to Andrew Pieler and Elizabeth Pieler, dated November 23, 1925, recorded in the office of the Probate Judge of Baldwin County, Alabama, in Deed Book 40, page 66;<sup>C-1</sup> Mortgage, Andreas Pieler and Elizabeth Pieler to State Bank of Elberta dated May 14, 1926, recorded Mortgage 36, page 227;<sup>C-2</sup> Mortgage Andrew Pieler and Elizabeth Pieler to State Bank of Elberta, dated June 11, 1929, recorded Mortgage 46, page 204;<sup>C-3</sup> Deed, Andrew Pieler and Elizabeth Pieler to State Bank of Elberta, dated April 22, 1932, recorded 52 N.S., page 263;<sup>C-4</sup> Deed, State Bank of Elberta to Andrew Pieler, dated June 23, 1932, recorded 53 N.S., page 79-80;<sup>C-5</sup> Deed, Andrew Pieler and Elizabeth Pieler to Andrew Pieler, Jr., Dated July 5, 1932<sup>C-6</sup> and recorded 53 N.S., pages 78-90. The originals of the above papers are of record in the office of the Judge of Probate of Baldwin County, Alabama.

*C-5 Mortgage release State Bank of Elberta to Andrew Pieler & Elizabeth Pieler dated 7/24/32 - Recorded 54-417578 - C-7*



ANDREW FIELER JR.

Complainant.

VS

ELLIOTT G. RICKARBY

Respondent.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

IN EQUITY.

It is HEREBY EXPRESSLY AGREED by and between BEEBE & HALL, as Solicitors for the Complainant, and ELLIOTT G. RICKARBY, as Solicitor for the Respondent, that both parties have the right, in lieu of the originals, to introduce copies of such <sup>relevant</sup> papers as they may desire to offer in evidence in the above cause, and that such copies shall be considered by the Court and given the same force and effect as if the originals or certified copies thereof.

*Beebe & Hall*  
Solicitors for Complainant.

*Elliott G. Rickarby*  
Solicitor for Respondent.

1  
Exhibit C-1

The undersigned F J Krabill and Blanche Krabill, husband and wife, of the city of Burlingame, in the county of San Mateo, and state of California, for and in consideration of the sum of Ten Dollars and other good valuable considerations, the receipt whereof is hereby acknowledged, grant, bargain, sell and convey to Andrew Pieler and Elizabeth Pieler, husband and wife, of the post office of Lillian, in the county of Baldwin, and state of Alabama, the following described premises, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging situated in the county of Baldwin, and state of Alabama, namely:

The West five hundred and six (506) feet of the following described piece or parcel of land: Beginning at a point on the north line of the south fractional half where the same intersects the East line of section Twenty-seven (27) Township Seven (7) South, Range Six(6) East of St. Stephens Meridian, thence running West Thirteen hundred and twenty-eight (1328) feet, thence south eight hundred and five (805) feet, thence running East thirteen hundred and twenty-eight (1328) feet along the north line of the Peter Suarez Grant, thence north eight hundred and five (805) feet to place of beginning, otherwise known as lot Nine (9) in section Twenty seven (27) upon a plat of land of Baldwin County Colonization Company, a corporation organized under the laws of the state of Alabama, and now on file in its office. Said parcel of land containing nine and one half ( $9\frac{1}{2}$ ) acres, more or less, save and except such part thereof as by said plat may be shown to be reserved for roads, situated in Baldwin County, and in the state of Alabama.

(2)

Exhibit C-2

Mortgage Deed with Power of Sale

KNOW ALL MEN BY THESE PRESENTS, That Andreas Pieler and Elisabet Pieler hereinafter called mortgagors, in consideration of the sum of Twelve Hundred DOLLARS, to us in hand paid by State Bank of Elberta hereinafter called mortgagee, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said mortgagee, its successors and assigns forever, all

The west 506 feet of the following described parcel of land:- Beginning at a point on the north line of the south fractional half where the same intersects the east line of Section 27, Township 7 south Range 6 East of St. Stephens Meridian, thence running west 1328 feet, thence south 805 feet thence east 1328 feet along the north line of the Peter Suarez grant, thence north 805 feet to place of beginning. Said parcel of land containing Nine and one-half acres.

Together with all and singular the tenements, rights, privileges and appurtenances, to said described premises in anywise belonging. TO HAVE AND TO HOLD the same forever. PROVIDED ALWAYS, and these presents are upon the express conditions that if the said mortgagors, shall well and truly pay to the mortgagee, Twelve Hundred Dollars as evidenced by a certain promissory note bearing even date herewith, together with interest at the rate of 8% per annum, and shall also discharge all the duties imposed upon said mortgage, by this mortgage, then these presents shall become void, otherwise remain in full force.

In event of default in the payment at maturity of said mortgage debt, or any amount secured hereby, mortgagee is hereby authorized to sell said property, at auction, for cash, after giving notice by advertisement, once a week for three consecutive weeks, in any newspaper then published in Foley County of Baldwin, to make proper conveyance to purchaser, and the proceeds of sale to apply first, to the payment of the cost of said sale, including a reasonable attorney's fee; second, to the payment of said mortgage debt and any sums herein provided for, the balance, if any, to be paid over to the said mortgagor. Mortgagee may purchase said property at such sale and, in that event, the auctioneer conducting the sale is authorized in the name of the mortgagor and as its attorney in fact, to make deed to mortgagee. Mortgagor agrees to pay such reasonable attorney's fees as may be incurred by the mortgagee, in the collection of said mortgage debt, or otherwise by reason of any default on the part of the mortgagor. Mortgagor covenants that they are seized in fee simple of said property, that it is free from all encumbrances, that they will warrant the same to mortgagee, and to the purchaser thereof, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said mortgagor has hereunto set our hand and seal this 14th day of May A. D., 1926.

Andreas Pieler                    (Seal)  
Elisabet Pieler                   (Seal)

THE STATE OF ALABAMA, :  
Baldwin COUNTY. :

I, L. Lindoerfer a Notary Public in and for said County and State, hereby certify that Andreas Pieler and Elisabet Pieler his wife whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the said conveyance, they executed the same voluntarily on the day the same bears date. Given under my hand and official seal this 14th. day of May 1926.  
L. Lindoerfer, N. P.

THE STATE OF ALABAMA, :  
Baldwin COUNTY. :

I, L. Lindoerfer a Notary Public in and for said County and State, do hereby certify that on the 14th day of May 1926, came before me the within named Elisabet Pieler known to me to be the wife of the within named Andreas Pieler, who being examined separate and apart from the husband touching her signature to the within conveyance acknowledged that she signed the same of her own free will and accord, and without fear, constraints, or threats on the part of the husband.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 14th. day of May 1926.

(SEAL)

L. Lindoerfer, N. P.

I hereby certify that the Mortgage or Privilege Tax on within instrument was paid by the lender or creditor. (See general acts of the Legislature of 1919, on page 420)

State Bank of Elberta  
by J. L. Kessler,

STATE OF ALABAMA, )  
BALDWIN COUNTY. )

I, W. D. Stapleton, Judge of Probate, for said county, hereby certify that the following privilege tax has been paid on the within instrument as required by acts 1902 and 1903, viz.: \$1 cts 80;

W. D. Stapleton, Judge of Probate  
by J. L. Kessler, Clerk

Filed for record May 21st, 1926, at 8 A. M.  
Recorded May 22nd, 1926.

W. D. Stapleton, Judge of Probate.

Recorded Mortgage Book 36 page 227.

(3)

Exhibit C. 3

KNOW ALL MEN BY THESE PRESENTS, That Andreas Pieler and Elizabeth Pieler hereinafter called mortgagors, in consideration of the sum of Four Hundreth Dollars, to them in hand paid by State Bank of Elberta hereinafter called mortgagee, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said mortgagee, its successors and assigns forever, all

The West 506 feet of the following described parcel of land: Beginning at an point on the North line of the South fractional half where the same intersects the East line of Section Twenty Seven, Township Seven, Range Six East of St. Stephens Meridian, Thence running West 1328 feet, thence South 805 feet, thence East 1328 feet, along the North line of the Peter Suarez grant, thence North 805 feet to the place of beginning. Said parcel of land containing Nine and One half acre.

Together with all and singular the tenements, rights, privileges and appurtenances, to said described premises in any-wise belonging. TO HAVE AND TO HOLD the same forever. PROVIDED ALWAYS, and these presents are upon the express condition that if the said mortgagor, shall well and truly pay to the mortgagee, Four Hundred Dollar, as evidenced by one promissory note of even date herewith, together with interest at the rate of 8% per annum, and shall also discharge all the duties imposed upon said mortgagee, by this mortgage, then these presents shall become void, otherwise to remain in full force.

In event of default in the payment at maturity of said mortgage debt, or any amount secured hereby, mortgagee is hereby authorized to sell said property, at auction, for cash, after giving notice by advertisement, once a week for three consecutive weeks, in any newspaper then published in Baldwin County, Alabama, to make proper conveyance to purchaser, and the proceeds of sale to apply first, to the payment of the costs of said sale, including a reasonable attorney's fee; second, to the payment of said mortgage debt and any sums herein provided for, the balance, if any, to be paid over to the said mortgagor. Mortgagee may purchase said property at such sale and, in that event, the auctioneer conducting the sale is authorized in the name of the mortgagor, and as its attorney in fact, to make deed to mortgagee. Mortgagor agrees to pay such reasonable attorney's fees as may be incurred by the mortgagee, in the collection of said mortgage debt, or otherwise by reason of any default on the part of the mortgagor. Mortgagor covenants that they are seized in fee simple of said property, that it is free from all encumbrances that they will warrant the same to mortgagee, and to the purchaser thereof, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said mortgagors have hereunto set their hand and seal this 11th. day of June A. D., 1929.

Andreas Pieler  
Elizabeth Pieler (SEAL)

THE STATE OF ALABAMA.  
BALDWIN COUNTY.

I, L. Lindoerfer a Notary Public in and for said County and State, hereby certify that Andreas Pieler and Elizabeth Pieler his wife whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the said conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11th day of  
June 1929.  
(SEAL)

L. Lindoerfer N. P.

THE STATE OF ALABAMA.  
BALDWIN COUNTY.

I, L. Lindoerfer a Notary Public in and for said County and State, do hereby certify that on the 11th. day of June 1929, came before me the within named Elizabeth Pieler, known to me to be the wife of the within named Andreas Pieler, who being examined separate and apart from the husband touching her signature to the within conveyance acknowledged that she signed the same of her own free will and accord, and without fear, constraints, or threats on the part of the husband.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 11th day of June, 1929.

(SEAL)

L. Lindoerfer N. P.

THE STATE OF ALABAMA.  
BALDWIN COUNTY.

PROBATE COURT.

Filed in office this 18 day of June, 1929-- 8 A. M. and duly recorded in Mtge. Book No. 46 pages 204; and I certify that \$ cts 60 license or privilege tax, paid as required by an Act of the Legislature, approved August 22, 1923.

G. W. Humphries, Judge of Probate, by J. L. Kessler, Clerk.  
G. W. Humphries, Judge of Probate.

4  
Exhibit C. 4

KNOW ALL MEN BY THESE PRESENTS that ANDREW PIELER and ELIZABETH PIELER, his wife, parties of the first part for and in consideration of the sum of ONE DOLLAR and other valuable considerations to them in hand paid by STATE BANK OF ALBERTA, party of the second part, the receipt of which is hereby acknowledged, do by these presents, GRANT BARGAIN, SELL and CONVEY unto the said party of the second part that certain lot or parcel of land in the county of Baldwin, State of Alabama, more particularly described as follows:

The west five hundred and six feet of the following described piece or parcel of land: Beginning at a point on the north line of the south fractional half where the same intersects the east line of section Twenty-seven Township Seven South, Range Six East of St. Stephens Meridian, thence running West thirteen hundred and twenty-eight feet, thence south eight hundred and five feet, thence running East thirteen hundred and twenty eight feet along the north line of the Peter Suarez Grant, thence North Eight hundred and five feet to place of beginning, otherwise known as Lot Nine in Section Twenty-seven upon a plat of land of Baldwin County Colonization Co., a corporation organized under the laws of the state of Alabama, and now on file in its office. Said parcel of land containing nine and one-half acres, more or less, save and except such part thereof as by said plat may be shown to be reserved for roads, situate in Baldwin County, and in the State of Alabama.

TOGETHER WITH ALL AND SINGULAR the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same unto the said party of the second part, and its successors and assigns, forever.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals on this the 22nd day of April, 1932.

Andrew Pieler, SEAL

Elizabeth Pieler SEAL

STATE OF ALABAMA )  
COUNTY OF BALDWIN

I, L. Lindoerfer, Notary Public in and for said state and county, hereby certify that Andrew Pieler and Elizabeth Pieler, his wife, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the same on the day the same bears date.

I further certify that on the 22nd day of April 1932, there came before me the within named Elizabeth Pieler, known to me to be the wife of the within named Elizabeth Pieler, who, being examined separate from the husband touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraint or threats on the part of her husband.

IN WITNESS WHEREOF, I hereunto set my hand and official seal on this the 22nd day of April 1932.

L. Lindoerfer, Notary Public

Exhibit C-5

STATE OF ALABAMA

BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS, that State Bank of Elberta, in consideration of the sum of One dollar and other considerations to it in hand paid by Andrew Pieler and Elizabeth Pieler, the receipt whereof is hereby acknowledged it do remise, release, quit-claim and convey to the said Andrew Pieler and Elizabeth Pieler, all its right title, interest and claim, in or to the following described real estate (or lands) to-wit:

The west five hundred and six feet of the following described property: Beginning at a point on the north line of the south fractional half where the same intersects the east line of section twenty seven, township seven south of range six east of St. Stephens Meridian, thence running west thirteen hundred and twenty eight feet, thence south eight hundred and five feet, thence east thirteen hundred and twenty eight feet, along the north line of the Peter Suarez grant, thence north eight hundred and five feet, to place of beginning, otherwise known as lot Nine in section twenty seven upon a plat of land of Baldwin County Colonization Co. a corporation organized under the laws of the state of Alabama, and now on file in its office. Said parcel of land containing nine and one-half acres, more or less.

This quit-claim deed covers only that interest which was obtained by the State bank of Elberta, Ala. by reason of that certain deed executed by Andreas Pieler and Elizabeth Pieler in favor of said State Bank of Elberta under date of April 22nd 1932 and recorded in Deed Book No 52 NS page 263, and does not purport to cover mortgage held by Bank against above property executed in favor of the Bank which mortgage continues in force until terms thereof have been carried out.

to have and to hold, to the said Andrew Pieler and Elizabeth Pieler, their heirs and assigns forever.

GIVEN under my hand and seal this 23th day of June 1932.

EXECUTED IN PRESENE OF

State Bank of Elberta      SEAL  
Alfred Neumann, Cashier      SEAL

STATE OF ALABAMA

BALDWIN COUNTY

I, L. Lindoerfer a Notary Public in and for said county and state, do hereby certify that Alfred Neumann, Cashier of the State Bank of Elberta, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day, that being informed of the contents of the said conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 23th day of June, 1932

L. Lindoerfer, Notary Public.

Filed for record 29th day of July, 1932  
Recorded 53 NS pages 79-80/



26  
Exhibit C-6

THIS INDENTURE, made this the 5th day of July 1932, between Andrew Pieler and Elizabeth Pieler of the first part and Andrew Pieler Jr., of the second part; Witnesseth, that the party of the first part in consideration of One dollar and other considerations hereby acknowledged to have been paid the party of the first part by the party of the second part, do Grant, bargain, sell and convey unto said party of the second part his heirs and assigns, all the real property in Baldwin Co., Ala., described as follows:

The west five hundred and six feet of the following described parcel of land: Beginning at a point on the north line of the south fractional half where the same intersects the east line of section twenty-seven Township Seven South Range Six East of St. Stephens Meridian thence running west thirteen hundred and twenty eight feet, thence south eight hundred and five feet, thence running east thirteen hundred and twenty eight feet, along the north line of the Peter Suarez Grant, thence north eight hundred and five feet, to place of beginning, otherwise known as lot Nine in said section twenty seven upon a plat of land of Baldwin County Colonization Company, organized under the laws of the state of Alabama now on file in its office. Said parcel of land containing Nine and one-half acres, more or less.

Together with all the rights and appurtenances to said described premises in anywise belonging; To have and to hold the same forever. And we Andrew Pieler and Elizabeth Pieler for us and our heirs, the said described premises and appurtenances, will forever Warrant and Defend unto the said party of the second part, his heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the said party of the first have hereunto set our hand and seal the day and year above written.

Signed, sealed and delivered                      Andrew Pieler              SEAL  
in the presence of

Elizabeth Pieler      SEAL

STATE OF ALABAMA  
BALDWIN COUNTY

I, L. Lindoerfer a Notary Public in and for said state and county, do hereby certify that Andrew Pieler and Elizabeth Pieler his wife, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand (if before a foreign notary add "notarial seal") this 5th day of July, 1932

L. Lindoerfer N. P.

STATE OF ALABAMA  
BALDWIN COUNTY

I, L. Lindoerfer a Notary Public in and for said state and county, do hereby certify that on the 5th day of July 1932 came before me the within named Elizabeth Pieler, known to me to be the wife of the within named Andrew Pieler, who being examined separate and apart from her husband, touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord and without fear, constraints or threats on the part of the husband.

Given under my hand (if before a foreign notary add "notarial seal") this 5th day of July, 1932.

Filed for record July 29th, 1932.

Recorded 53 NS. pages 78-9.

L. Linderfer

Exhibit C-7

STATE OF ALABAMA ) I, Alfred M. Neumann, Cashier of the State Bank  
BALDWIN COUNTY. ) of Elberta, Ala.

of the County of Baldwin, State of Alabama, do hereby acknowledge  
that a certain Mortgage or Lien bearing the date of the 14th. day  
of May A. D. 1926, made and executed by Andreas Pieler  
and Elisabeth Pieler to State Bank of Elberta on the following  
described property located in Baldwin County, Alabama, to-wit:

The West 506 feet of the following described  
parcel of land:- Beginning at a point on the north line of  
the south fractional half where the same intersects the  
east line of Section 27, Township 7 South Range 8 East of  
St Stephens Meridian, thence running west 1588 feet, thence  
south 605 feet thence east 1326 feet along the north line  
of the Peter Suarez grant, thence north 605 feet to place  
of beginning. Said parcel of land containing nine and  
one-half acres.

and recorded in the office of the Probate Judge of the County of  
Baldwin, State of Alabama, in Book 56 of Mortgages, Page 227-228  
on the 21st day of May A. D. 1926, is redeemed, paid off,  
satisfied and discharged in full.

WITNESS hand and seal this 29th day of July , 1932

Signed in the presence of

State Bank of Elberta.

Alfred M. Neumann  
Cashier.

STATE OF ALABAMA, )  
BALDWIN COUNTY: ) I, L. Lindoerfer a Notary Public

in and for said State and County, do hereby certify that

Alfred M. Neumann, Cashier of the State Bank of Elberta

whose name is signed to the above release, and who is known  
to me, acknowledged before me on this day, that being informed of  
its contents he executed the same voluntarily on above date.

Given under my hand this 29th day of July 1932.

L. Lindoerfer

Notary Public  
Baldwin County, Alabama.

Recorded 54 Mtgs. page 578.

The State of Alabama, }  
Baldwin County

CIRCUIT COURT

To T.W. RICHMOND, JR.

KNOW YE: That we, having full faith in your prudence and competency, have appointed you Commissioner, and by these presents do authorize you, at such time and place as you may appoint, to call before you and examine A. Pieler and Elizabeth Pieler

as witnesses in behalf of COMPLAINANT in a cause pending in our Circuit Court of Baldwin County, of said State, wherein

ANDREW PIELER, JR

Complainant

and ELLIOTT G. RICKARBY, JR

Defendant,

on oath to be by you administered, upon A. PIELER AND ELIZABETH PIELER to take and certify the deposition... of the witness es and return the same to our Court, with all convenient speed, under your hand.

Witness 26th day of November 1932

*T W Richmond*

REGISTER

COMMISSIONER'S FEE, \$

WITNESS' FEES, \$

NO. \_\_\_\_\_

**The State of Alabama**  
**BALDWIN COUNTY**  
**CIRCUIT COURT**

ANDREW PIELER, JR

vs. Complainant

ELLIOTT G. RICKARBY, JR

Defendant

**COMMISSION TO TAKE DEPOSITION**

**COMMISSIONER:**

T.W. RICHIERSON, JR

**WITNESSES:**

A. PIELER & ELIZABETH

PIELER

ANDREW PEILER, JR.

Complainant,

VS.

ELLIOT G. RICKARBY,

Respondent.

IN THE CIRCUIT COURT OF BALDWIN  
COUNTY, ALABAMA.

IN EQUITY.

The bill in this case seeks to quiet title to certain lands and contains a prayer for general relief.

The answer of the Respondent is that he is the owner of an undivided one-half interest in the land acquired at execution sale, and a cross bill prays for a sale of division between the respondent and complainant, the answer admitting complainant to be the owner of an undivided one-half interest.

The evidence is undisputed that prior to 1932 the land was owned, jointly by the mother and father of complainant; that in the spring of 1932 the land was under mortgage to the State Bank of Elberta, and that the mortgagee was pressing for payment, which payment the mortgagors were unable to make; that the mortgagor wrote complainant who was then in Brooklyn, New York, that if he so desired he could pay the bank the amount of their debt and save the land from falling into the hands of strangers; that the amount of the mortgage debt was \$495.00 that the complainant forwarded to his parents, mortgagors, check on a New York bank for \$500.00 with which to pay the mortgage; that the mortgagors took this check to the mortgagee and out of the proceeds thereof paid the mortgage debt. On April 22, 1932, and prior to said payment, the mortgagors executed a deed in lieu of foreclosure, conveying the land to the mortgagee, and requesting that when payment was made of mortgage debt that the bank convey the land to the complainant. Upon the payment of said mortgage debt the mortgagee refused to convey the land to the complainant, who had furnished the money to pay the debt, but instead under date of June 23, 1932, conveyed by quitclaim deed to the mortgagors; later on the 29th of July, 1932, when final payment on the mortgage debt was made, the mortgage was released.

It is expressly provided in the deed from the bank to the mortgagors that said conveyance was solely for the purpose of reconveying to the mortgagors their equity of redemption conveyed in the deed from the mortgagors dated April 22, 1932, and the deed also expressly provided that it was not in any way to effect the mortgage lien. It fully appears that this deed was not delivered, nor the mortgage released until July 29th, 1932, for the reason that some trifling part of the mortgage debt was not paid until that date.

It is further shown without dispute that Mrs. Peiler, one of the mortgagors and original joint owners, had suffered a judgement against herself and an execution levied on her half interest in the land. A sale was had under the execution and respondent became the purchaser. At the time of levy and sale under execution the legal title to the land was in the bank both by virtue of the mortgage and of the deed of April 22, 1932, given in lieu of foreclosure. This deed divested the mortgagors of their equity of redemption so that neither of them had any title, legal or equitable, at the date of sheriff's sale on May 2nd, 1932. There is some evidence of a most uncertain and inconclusive nature of an agreement between the mortgagee and mortgagors with respect to a right of redemption, but what this contract between the parties was it is impossible to determine from the evidence. Whatever the facts maybe as to this, it is plain that the sheriff's deed conveyed to the respondent and cross complainant at most an equity of redemption to a one-half interest at one time belonging to Mrs. Peiler.

On the other hand, the complainant having advanced the money for the purpose of paying off the mortgage indebtedness, is intitled to be subrogated to the rights of the mortgagee and to a foreclosure of the mortgage dated May 11, 1929.

It follows that respondent and cross complainant are not intitled to have a sale for division as prayed in the cross bill and that this cross bill should be dismissed.

The Register will enroll the following

DECREE

This cause coming on to be heard is submitted for final ~~decree on the pleading and proof as noted by the Register and upon~~ consideration thereof I am of the opinion that Complainant is entitled under the general prayer of his bill to be subrogated to the rights of the Mortgagee, State Bank of Elberta, under the mortgage dated June 11th, 1929, and to have said mortgage foreclosed. I am further of the opinion that respondent and cross complainant is not entitled to the relief prayed for in his cross bill, and that same should be dismissed.

It is, therefore, ordered, adjudged and decreed that Complainant be subrogated to the rights of the Mortgagee, State Bank of Elberta, under the said mortgage dated June 11th, 1929 and which is Exhibit C-3 to complainants testimony, and the Register of this court is ordered to proceed to foreclose said mortgage by public sale for cash in all respects as provided in said mortgages, and make proper deed to purchaser, referring to this decree for his authority. Out of the proceeds of said foreclosure sale the Register will first pay the costs of these proceedings including advertisement of sale, and out of the remaining proceeds he will pay to complainant, or his solicitors of record \$495.00 with interest from July 29th, 1932 or so much thereof as may be realized on said sale. Any amount realized at said sale over and above costs and the sum decreed to complainant will be held by the Register subject to future order of the court. After conducting said foreclosure sale, and making said payments as directed, the Register will make full report to the Court.

It is further ordered, adjudged and decreed that the cross bill be and same hereby is, dismissed out of Court.

Costs are taxed against complainant, for which execution may issue if not realized out of a sale of the lands as above directed.

This 27<sup>th</sup> day of June, 1935.

J. W. Hare  
Judge.

1080

RECORDED  
Duck

Deeree

Filed July 1<sup>st</sup> 1938  
Robert S. Duck  
Clerk -

RECORDED JULY 1 1938

RECORDED JULY 1 1938

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RECORDED JULY 1 1938



BAY MINETTE, ALA.

Jan. 24 - 36

M. Roberts S. Duck

## THE BALDWIN TIMES

PUBLISHED IN THE LAND OF THE GOLDEN SATSUMA

SUBSCRIPTION \$1.50 PER YEAR IN ADVANCE

ADVERTISING RATES GIVEN ON APPLICATION

Jan 16  
In ...  
County, Alabama. In Equity.

By virtue of a decree rendered on the 27th of June, 1935, of the Circuit Court of Baldwin County, Alabama, sitting in Equity, in said cause, I shall proceed to sell to the highest and best bidder, for cash, at public auction at the Court House door in Bay Minette, Baldwin County, Alabama, at twelve o'clock noon on Monday, February 3rd 1936, the following described real property to satisfy the said decree, to-wit:

The West 506 feet of the following described parcel of land: Beginning at a point on the North line of the South fractional one-half where the same intersects the East line of Section 27, Township 7 South, Range 6 East of St. Stephens Meridian, thence running West 1328 feet, thence South 805 feet, thence running East 1328 feet along

North line of the Peter Saurez Grant, thence North 805 feet to place of beginning, otherwise known as Lot 9 in said Section 27 upon a plat of land of Baldwin County Colonization Company organized under the laws of the State of Alabama, now on file in its office. Said parcel of land containing 9½ acres, more or less.

All in Baldwin County, Alabama.

Witness my hand this 13th day of January, 1936.

ROBERT S. DUCK 50-3t?

for us, Elliott Rickerby Jr

8.54

Lead to and  
Pulse for  
Jan 20/20

1880

Filed Jan 29-20  
7436  
Return of Quail  
Rays

ANDREW PIELER, JR.,

Complainant

VS

ELLIOTT G. RICKARBY, JR.,

Respondent.

IN EQUITY.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

ELLIOTT G. RICKARBY JR., Respondent in the above  
entitled cause for answer to the Bill of Complaint, says:

FIRST: Respondent admits the allegations of the first  
paragraph and second paragraph of the Bill of Complaint, that  
Complainant is over the age of twenty one years, and a resident of  
the State of Florida, and that Respondent is also over the age of  
twenty one years and a resident of the City of Mobile, Alabama.

SECOND: In answer to the third paragraph, of the bill,  
Respondent says he has no knowledge of any possession of the lands  
in suit on the part of Complainant.

THIRD: Respondent admits the allegations of the fourth  
paragraph of the bill and avers that he owns an undivided half interest  
in the lands described therein.

FOURTH: Respondent denies the allegation in the fifth  
paragraph that no suit is pending to test the validity of his  
title to one half interest in the lands and avers that there is  
still upon the docket of the law side of the Circuit Court of  
Baldwin County a suit instituted by the AMERICAN PRODUCTS COMPANY  
against ELIZABET PIELER under which the Defendant's half interest  
in said lands was attached and further avers that he holds under a sale  
of Mrs. Pieler's interest in said land ordered by the Court in this  
cause, at which sale Respondent became the purchaser of this undivided  
half interest; that his deed for such half interest is duly recorded  
in Deed Book 52, N. S. page 320 of the Probate Records of Baldwin  
County, and that at the time said sale was made Elizabet Pieler owned

a half interest in said land.

Respondent further prays that this his answer be considered also a CROSS BILL, and in support thereof respectfully shows:

FIFTH: That cross Complainant as aforesaid is a bona fide resident of the State of Alabama, over the age of twenty one years and resides in Mobile, and ANDREW PIELER, JR., the Cross Respondent, is also over the age of twenty one years and, as Respondent believes, is a nonresident of this State.

SIXTH: That Cross-Complainant is the owner of an undivided one half interest in the tract of land described in paragraph third of the original bill in this cause, and is informed and believes that Cross Respondent has title to or claims to own the remaining half interest in said land.

SEVENTH: Cross-Complainant further shows that said land can not be equitably divided by metes and bounds between the two owners thereof, and that a sale of said land is necessary to effect an equitable division.

THE PREMISES CONSIDERED, Cross Complainant prays that ANDREW PIELER JR., be made Respondent to this cross-bill and as such be required to answer same within the time prescribed by law.

CROSS-COMPLAINANT FURTHER PRAYS THAT THE bill as filed by said Complainant be dismissed; that the cause presented by this Cross-Bill be duly considered by the Court and that upon proof of the facts alleged therein, a decree be rendered adjudicating Cross Complainant the owner of an undivided half interest in said lands, ordering a division between the owners, and commanding the Register of this Court after due notice to sell said lands at public outcry to the highest bidder for cash and out of the proceeds after paying the costs of this cause, including a reasonable fee to Cross Complainant's solicitor, to divide the remainder equally between the parties hereto, and that such other,

TO THE HON. F. W. HARE, JUDGE OF THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA, IN EQUITY:

Comes your complainant, ANDREW PIELER, JR., and humbly  
complaining against ELLIOTT G. RICKARBY, JR., respectfully repre-  
sents and shows unto your Honor as follows:

FIRST:

That your complainant is over the age of twenty-one  
years and a resident of 916 West Gregory Street, Pensacola, Flori-  
da.

SECOND:

That the respondent, Elliott G. Rickarby, Jr., is over  
the age of twenty-one years and a resident of Mobile, Mobile Coun-  
ty, Alabama.

THIRD:

That your complainant is in the quiet and peaceable pos-  
session of certain lands in Baldwin County, Alabama, claiming to  
own the same in fee simple, said lands being described as follows,  
to-wit:

The west five hundred and six feet of the following  
described parcel of land: Beginning at a point on  
the north line of the south fractional half where the  
same intersects the east line of section Twenty Seven,  
Township Seven South, Range Six East of St. Stephens  
Meridian, thence running West Thirteen Hundred Twenty  
Eight feet, thence South Eight Hundred and Five Feet,  
thence running East Thirteen Hundred Twenty Eight  
feet along the north line of the Peter Suarez grant,  
thence North Eight Hundred and Five feet, to place of  
beginning, otherwise known as lot Nine in said section  
Twenty Seven upon a plat of land of Baldwin County  
Colonization Company organized under the laws of the  
State of Alabama now on file in its office. Said par-  
cel of land containing Nine and one-half acres more  
or less.

FOURTH:

Complainant further shows unto your Honor that the re-  
spondent, Elliott G. Rickarby, Jr., claims or is reputed to claim  
some right, title or interest in or incumbrance upon said lands.

FIFTH:

Complainant further alleges that no suit is pending to  
question or test the validity of such claim, right, title or in-

terest in or incumbrance of the said respondent, and the complainant therefore calls upon the respondent, Elliott G. Rickarby, Jr., to set forth and specify his right, title or interest in or incumbrance upon said land, and to show how and by what instrument the same is derived or created.

PRAYER FOR PROCESS.

WHEREFORE, the premises considered, complainant prays that your Honor will take jurisdiction of the cause made by this Bill of Complaint, and by appropriate process make the said Elliott G. Rickarby, Jr., a party respondent to this Bill of Complaint, requiring him to plead, answer or demur to the same within the time and under the penalties prescribed by law and under the practice of this Honorable Court.

PRAYER.

Complainant further prays that upon a hearing of this cause this Honorable Court establish the title of the complainant in and to the lands herein described, and further find and decree that the said Elliott G. Rickarby, Jr., has no claim, right, title or interest in or incumbrance upon the said lands herein described, or any part thereof, and grant unto your complainant such other, further or different relief as he may be in equity and good conscience entitled to receive. And as in duty bound complainant will ever pray.

Beebe & Stace  
Solicitors for Complainant.

The respondent is required to answer each and every allegation of the foregoing Bill of Complaint from paragraphs FIRST to FIFTH inclusive, but not under oath, oath being hereby expressly waived.

Beebe & Stace  
Solicitors for Complainant.

ANDREW PIELER, JR.,  
Complainant,

vs.

ELLIOTT G. RICKARBY, JR.,  
Respondent.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

IN EQUITY.

Comes the Complainant, and for answer to the Respondent's Cross Bill heretofore filed in this cause, and each paragraph thereof, separately and severally, says:

For answer to Paragraph FIFTH, he admits that the cross-complainant is a bona fide resident of the State of Alabama, over twenty-one years of age, and that the cross-respondent, Andrew Pieler, Jr., is also over the age of twenty-one years and a non-resident of the State of Alabama.

For answer to Paragraph SIXTH, the complainant and cross-respondent denies that the respondent and cross-complainant is the owner of an undivided half interest in the tract of land described in the original bill of complaint.

The complainant and cross-respondent, for further answer to Paragraph SIXTH, says that he is the owner, in fee simple, of the entire tract of land described in the original bill of complaint.

For answer to Paragraph SEVENTH, he says that the respondent and cross-complainant has no right, title, interest or incumbrance upon the said land described in the original bill of complaint, and specifically denies that he owns any interest or has any right to demand a sale of said lands for division.

Deebe & Hae  
Solicitors for Complainant and  
Cross-Respondent.

(COPY)

TO THE HON. F.W.HARE, JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY,  
ALABAMA. IN EQUITY.

Comes your Complainant, Andrew Peiler, Jr., and humbly complaining against Elliott G. Rickarby, Jr., respectfully represents and shows unto Your Honor as follows:-

FIRST.

That your complainant is over the age of twenty-one years and a resident of 916 West Gregory Street, Pensacola, Florida.

SECOND.

That the respondent, Elliott G. Rickarby, Jr., is over the age of twenty-one years and a resident of Mobile, Mobile County, Alabama.

THIRD.

That your complainant is in the quiet and peaceable possession of certain lands in Baldwin County, Alabama, claiming to own the same in fee simple, said lands being described as follows, to-wit:

The west five hundred and six feet of the following described parcel of land: Beginning at a point on the north line of the south fractional half where the same intersects the east line of section Twenty-seven, Township Seven South, Range Six East of St Stephens Meridian, thence running West Thirteen hundred Twenty Eight Feet, thence South Eight Hundred and Five Feet, thence running East Thirteen Hundred Twenty Eight Feet along the north line of the Peter Suarez Grant, thence North Eight Hundred and Five Feet, to place of beginning, otherwise known as lot Nine in said Section Twenty-seven upon a plat of land of Baldwin County Colonization Company organized under the laws of the State of Alabama now on file in its office. Said parcel of land containing Nine and one-half acres more or less.

FOURTH.

Complainant further shows unto your Honor that the respondent, Elliott G. Rickarby, Jr., claims or is reputed to claim some right, title or interest in or incumbrance upon said lands.

FIFTH.

Complainant further alleges that no suit is pending to question or test the validity of such claim, right, title or interest in or incumbrance of the said respondent, and the complainant therefore



calls upon the respondent, Elliott G. Rickarby, Jr., to set forth and specify his right, title or interest in or incumbrance upon said land, and to show how and by what instrument the same is derived or created.

PRAYER FOR PROCESS.

WHEREFORE, the premises considered, complainant prays that your Honor will take jurisdiction of the cause made by this bill of complaint, and by appropriate process make the said Elliott G. Rickarby, Jr., a party respondent to this Bill of Complaint, requiring him to plead, answer or demur to the same within the time and under the penalties prescribed by law and under the practice of this Honorable Court.

PRAYER.

Complainant further prays that upon a hearing of this cause this Honorable Court establish the title of the complainant in and to the lands herein described, and further find and decree that the said Elliott G. Rickarby, Jr., has no claim, right, title or interest in or incumbrance upon the said lands herein described, or any part thereof, and grant unto your complainant such other, further or different relief as he may be in equity and good conscience entitled to receive. And as in duty bound complainant will ever pray.

Beebe & Hall,

Solicitors for Complainant.

The Respondent is required to answer each and every allegation of the foregoing bill of complaint from paragraphs FIRST to FIFTH inclusive, but not under oath, oath being hereby expressly waived.

Beebe & Hall,

Solicitors for Complainant.

FILED SEPTEMBER 20, 1932.

T.W. Richerson, Register.

Andrew Pieler, Jr.,

vs.

E. G. Rickarby, Jr.,

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 in behalf of Defendant upon \_\_\_\_\_  
\_\_\_\_\_ Answer, Agreement of Counsel, and Testimony  
of L. Lindoerfer, A. M. Neumann, and E. G. Rickarby, \_\_\_\_\_

*Robert S. Duck*  
Register.

RECORDED  
*filed*

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

**The State of Alabama**  
BALDWIN COUNTY

**IN EQUITY**  
Circuit Court of Baldwin County

*Andrew Piller Jr*

VS.

*E. G. Rickaby, Jr.*

**NOTE OF TESTIMONY**

Filed in Open Court this *28th*

day of *Feb* 193 *5*

*Robert S. Duck*

REGISTER

ANDREW FIELER, JR.

Complainant,

VS.

ELLIOTT G. RICHARDS, JR.

Respondent.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

IN EQUITY.

It is hereby expressly agreed by and between the parties hereto acting by and through their respective solicitors of record as follows:

ONE:

That both parties have the right, in lieu of the originals, to introduce copies of such papers as they may desire to offer in evidence in the above cause, without necessity of asking for the original or identifying said papers, and that such copies should be considered by the Court, and given the same force and effect as if the original and certified copy thereof.

TWO:

That all formal notices required, with reference to the taking of testimony <sup>and otherwise</sup>, or manner of taking testimony, are hereby expressly waived, and that the testimony of the witnesses for the respective parties should be taken as their ~~true~~ testimony.

THREE:

That the Register immediately publish all testimony of witnesses not heretofore published.

FOUR:

That this cause be forthwith submitted for final decree, in vacation, without further notice.

FIVE:

That the Solicitors for the Complainant shall have ten days in which to prepare and submit their brief, after which the solicitor

RECORDED  
*Blount*

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

**The State of Alabama**  
BALDWIN COUNTY

**IN EQUITY**  
Circuit Court of Baldwin County

*Andrew Piller Jr*

VS.

*C. G. Rickaby, Jr.*

**NOTE OF TESTIMONY**

Filed in Open Court this *28th*

day of *Feb* 193*5*

*Robert S. Rickaby*

REGISTER

for the Respondent shall have ten days in which to prepare his brief.

Dated this the 25<sup>th</sup> day of February, 1935.

Berle & Hall  
Solicitors for the Complainant.

William G. O'Leary  
Solicitor for the Respondent.

RECORDED

100-12

ANDREW PIELER, JR.,

Complainant,

1080

VS.

ELLIOTT G. RICHARBY, JR.,

Respondent.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

IN EQUITY.

*Agreement*

Filed this 25 day of Feb.  
1935.

*Robert L. Dyer*  
Clerk.

The State of Alabama, } Circuit Court of Baldwin County, In Equity,  
Baldwin County.

To any Sheriff of the State of Alabama—GREETING:

WE COMMAND YOU, That you summon Elliot G. Rickarby, Jr.,  
(Van Antwerp Bldg, Mobile Alabama)

Mobile 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


Andrew Pieler, Jr.,

against said

Elliott G. Rickarby, Jr.,

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 20th day of Sept, 1932

 Register

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



18  
2

Original  
RECORDED

ment

SERVE ON

Circuit Court of Baldwin County  
In Equity.

No.

SUMMONS

Andrew Pieler, Jr.,

vs.

Elliott G. Rickarby, Jr. )  
(Van Antwerp Bldg Mobile  
Ala.) )

Beebe & Hall,

Solicitor for Complainant

Recorded in Vol. Page

Decket Page 21

THE STATE OF ALABAMA,  
BALDWIN COUNTY

Received in office this 21

day of Sept 1932

W. H. Halcomb, Jr.  
Sheriff.

Executed this 22 day of

September 1932  
by leaving a copy of the within Summons with

Elliott G. Rickarby, Jr.

Defendant,

W. H. Halcomb, Jr.  
Sheriff.

By W. H. Permatum  
Deputy Sheriff.

ANDREW FIZLER, JR.,

Plaintiff,

vs.

ELLIOTT G. HIGGINS, JR.,

Defendant.

IN THE CIRCUIT COURT  
OF BALDWIN COUNTY, ALA-  
BAMA. IN EQUITY. No 1080

By virtue of a decree rendered on the 27th of  
June, 1935, of the Circuit Court of Baldwin County, Ala-  
bama, sitting in Equity, in said cause, I shall proceed  
to sell to the highest and best bidder, for cash, at pub-  
lic auction at the Court House door in Bay Minette, Bald-  
win County, Alabama, at twelve o'clock noon on Monday,  
February 3 1936, the following described  
real property to satisfy the said decree, to-wit:

The West 505 feet of the following described  
parcel of land: Beginning at a point on the  
North line of the South fractional one-half  
where the same intersects the East line of  
Section 27, Township 7 South, Range 6 East of  
St. Stephens Meridian, thence running West  
1320 feet, thence South 505 feet, thence run-  
ning East 1320 feet along North line of the  
Peter Sauses Grant, thence North 505 feet to  
place of beginning, otherwise known as Lot 9  
in said Section 27 upon a plat of land of Bald-  
win County Colonization Company organized  
under the laws of the State of Alabama, now on  
file in its office. Said parcel of land con-  
taining 9 1/2 acres, more or less,

all in Baldwin County, Alabama.

WITNESS my hand this 13 day of January

1936

Richard D. Dyer  
Register

8550 REQUEST FOR DECREE IN VACATION.

MOORE PTC CO.

STATE OF ALABAMA,  
Baldwin County.

CIRCUIT COURT, IN EQUITY.

No. 1080

Term, 192

Andrew Pieler Jr

Complainant

vs.

Elliott G. Rickarby Jr

Defendant

To F. W. Richerson

Register :

In the above stated cause a Decree Pro Confesso having been taken against the Defendant, and evidence having been taken, and the cause being ready for submission for final decree, and no defense having been interposed, the Complainant, by

Solicitors of record, now files with the Register of this Court this written request to deliver the papers in this cause to the Judge for final decree in vacation.

*Bebe*  
Solicitor for Complainant.

Andrew Pieler Jr.,

VS.

Elliott G. Rickarby Jr.,

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, \_\_\_\_\_  
Answer of ~~Cross~~ Complainant and cross-respondent; Agreement of Coun-  
sel as to introduction of copies in lieu of originals, etc..; Testi-  
mony of following witnesses: A. Pieler, Elizabeth Pieler, W. R. Stuart,  
E. G. Rickarby; Exhibits C1, C-2, C-3, C-4 and C-5; <sup>C-6 & C-7</sup> attached to testi-  
mony of A. Pieler, Sr., et al.

and in behalf of Defendant upon \_\_\_\_\_

*Robert L. Duck*

Register.