

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

Your Orator, the Baldwin County Bank, a Corporation, brings this Bill of Complaint against Cornelia Hall, Clara J. Hall, Mattie Louise Hall and Orpah M. Hall, and thereupon your Orator complains and shows unto the Court as follows:

1. Your Orator is a corporation organized and existing under the laws of the State of Alabama, with its principal place of business in Bay Minette, Baldwin County, Alabama; the Defendants, Cornelia Hall, Clara J. Hall, Mattie Louise Hall and Orpah M. Hall, are each over the age of twenty-one years and reside in Baldwin County, Alabama.

2. The Defendant, Cornelia Hall, is indebted to your Orator in the sum of Three Thousand, Two Hundred Fifty and 68/100 Dollars (\$3250.68), the balance due by a promissory note originally in the sum of Three Thousand and Four Hundred Dollars (\$3400.00), made by her on to-wit, January 6, 1932, and payable on to-wit, April 5, 1932, together with interest thereon, which sum of money is still due and unpaid; that by, in, and as a part of the note the said Defendant agreed to pay all costs of collecting, securing or attempting to collect or secure the said note including a reasonable attorney's fee, and waived all rights of exemption under the Constitution and laws of Alabama, as to personal property and your Orator now claims the benefit of this waiver. A copy of which said note is hereto attached, marked Exhibit "A" and made a part of this Bill of Complaint as though fully incorporated herein.

3. That While the Defendant, Cornelia Hall, was indebted to your Orator as hereinabove set out and while she was requesting it to allow her time in which to pay the indebtedness secured by the said note, she conveyed or purported to convey all of her interest in certain property in Baldwin County, Alabama, to the

Defendants, Clara J. Hall and Mattie Louise Hall, by deed dated the 1st day of June, 1933, a true copy of which is hereto attached marked Exhibit "B" and made a part of this Bill of Complaint as though fully incorporated herein, which said conveyance or purported conveyance was made for a consideration of ^{"One Dollar and} ~~love~~ and affection" and was in fact a deed of gift and voluntary conveyance and made by the Defendant, Cornelia Hall, with the intent and for the purpose of hindering, delaying or defrauding your Orator in the collection of the above described debt.

4. That on to-wit, June 1st, 1933, the Defendant, Cornelia Hall, conveyed or purported to convey certain property in Baldwin County, Alabama, to the Defendant, Orpah M. Hall, by deed, a true copy of which is hereto attached marked Exhibit "C" and made a part of this Bill of Complaint as though fully incorporated herein. Your Orator alleges ~~on information and belief~~ ^{a voluntary conveyance} that this deed was made by the Defendant, Cornelia Hall, without consideration, with the intent and for the purpose of hindering, delaying or defrauding your Orator in the collection of the above described debt.

5. The property described in the deeds hereinabove referred to as Exhibits "B" and "C" respectively, which is described as follows:

Valentine Dubroca Tract, Section Thirty-seven; Washginton Wilkins Tract Section thirty-eight, and Lot or East subdivision "A" of Fractional Section Five, and Subdivision "B" of Fractional Section Five, all in Township three South, Range two East, and part of Thomas Byrne Tract north of L & N R. R., bounded North by lands of James A. Carney, East by East line of Section 8, Tp 2 S, R 2 East, South by lands of L. J. Hall and West by Tensas River, all in Section eight, Township 2 South, Range 2 East, also parcel of land bounded North by Dolive Street, East by Section line between Sections Sixteen and Seventeen, South by L. & N. R. Road and West by Section seventeen, Township 2 S, r 3 East, and S $\frac{1}{2}$ of SE $\frac{1}{4}$ and NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section three, Township 2 South, Range three East; also South half of Lot five and Lot six in Block thirty, and Lot two in Block two, all of said lots being in Hand Land Company's Addition to the Town of Bay Minette, Alabama, and also Lot seven in Block twenty-seven, in Hand Land Company's Addition to the Town of Bay Minette, Alabama.

Lot six (6) in Block six (6) in Hand Land Company's Addition to the Town of Bay Minette, Alabama, with the improvements thereon, in Baldwin County, Alabama,

is all or practically all of the property owned by the Defendant, Cornelia Hall, and that the said property or practically all of it is subject to the satisfaction of your Orator's debt.

PRAYER FOR PROCESS.

Your Orator prays that the said Cornelia Hall, Clara J. Hall, Mattie Louise Hall and Orpah M. Hall be made parties Defendant to this Bill of Complaint and that the usual process of this Honorable Court do forthwith issue to them and each of them.

PRAYER FOR RELIEF.

Your Orator prays that upon the hearing of this cause a proper judgment and/or decree be rendered fixing the amount which the Defendant, Cornelia Hall, is indebted to your Orator upon the note above described including all interest, costs, expenses of this proceeding and a reasonable attorney's fee; that the two conveyances above described be set aside as to your Orator as fraudulent and void and that the property described therein together with other property of the Defendant, Cornelia Hall, be subjected to the satisfaction of the indebtedness adjudged and decreed to be due your Orator by the said Defendant, Cornelia Hall.

Your Orator prays for such other, further and general relief as it may be entitled to the premises considered.



Solicitor for Complainant.

FOOT NOTE: Each of the Defendants is required to answer each and every paragraph of the foregoing Bill of Complaint numbered 1 to 5 both inclusive, but not under oath, the benefit whereof is hereby

expressly waived.

A handwritten signature in cursive script, appearing to read "J. B. Slack", is written over a horizontal line.

Solicitor for Complainant.

EXHIBIT "A"

\$3,400.00

BAY MINETTE, ALA, Jan. 6th, 1932 193

On the 5th day of April 1932, I, we, or either of us, promise to pay to the order of BALDWIN COUNTY BANK, of Bay Minette, Alabama.

Thirty four hundred & NO/100 -x-x-x-x-x-x-x-x-x-x DOLLARS, for value received, in gold coin of the United States of the present standard of weight and fineness: With interest from date

Negotiable and payable at BALDWIN COUNTY BANK, Bay Minette, Alabama.

The parties to this instrument, whether maker, endorser surety, or guarantor, each for himself, hereby severally waive as to this debt, or any renewal thereof, all rights of exemption under the Constitution and Laws of Alabama, as to personal property, and they each severally agree to pay all costs of collecting or securing or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise. And the maker, endorser, surety or guarantor of this note severally waives demand presentment, protest notice of protest, suit and all other requirements necessary to hold them and they agree that time of payment may be extended without notice to them of such extension. The bank at which this note is payable is hereby authorized to apply on or after maturity to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them. All suits for the collection of this note may be prosecuted in any county in this State that the payee or assignee elects.

Witness My hand and seal the day above given. Cornelia Hall (SEAL)

Attest: _____ (SEAL)

Attest: 4 - 5 - 32 92039 _____ (SEAL)

.....

Each and every endorser of this note hereby waives all right of exemption of property from levy and sale under execution, or other process for the collection of debts, as provided for in the Constitution and Laws of the State of Alabama, or any other State in the United States of America, and it is hereby agreed by each endorser hereof that he shall pay all costs of collecting this note after failure to pay when same becomes due under the terms hereof, including a reasonable attorney's fee for all services rendered in any way in any suit against any endorser, or in collecting or attempting to collect, or in securing or attempting to secure this debt, and they agree that time of payment may be extended without notice to them of such extension. The bank at which this note is payable is hereby authorized to apply on or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them. Each and every endorser of this note hereby waives demand, protest and notice of protest, and all requirements necessary to hold them as endorsers.

BALDWIN COUNTY BANK
By C.L. White, 3250.68
Asst. Cashier.
Payments on Principal Balance due

AUG 16 1932

\$149.32 \$3250.68

191	\$	\$
191	\$	\$
191	\$	\$
191	\$	\$
191	\$	\$

33872

WARRANTY DEED.

THE STATE OF ALABAMA, X
:
BALDWIN COUNTY. X

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of One Dollar, and love and affection to me in hand paid, by Clara J. Hall and Mattie Louise Hall the receipt whereof is hereby acknowledged I, Cornelia Hall, unmarried, do grant, bargain, sell and convey unto the said Clara J. Hall and Mattie Louise Hall all my undivided one-third interest in the following described lands situated in Baldwin County, Alabama, to-wit:

Valentine Dubroca Tract, Section thirty-seven; Washington Wilkins Tract Section thirty-eight, and Lot or East subdivision "A" of Fractional Section Five, and Subdivision "B" of Fractional Section Five, all in Township three South, Range two East, and part of Thomas Byrne Tract north of L & N. R.R., bounded North by lands of James A. Carney, East by East line of Section 8, Tp 2 S, R 2 East, South by lands of L.J. Hall and West by Tensas River, all in Section eight, Township 2 South, Range 2 East, also parcel of land bounded North by Dolive Street, East by Section line between Sections sixteen and Seventeen, South by L. & N. R. Road and West by Section seventeen, Township 2 S, r 3 East, and $S\frac{1}{2}$ of $SE\frac{1}{4}$ and $NE\frac{1}{4}$ of $SE\frac{1}{4}$ of Section three, Township 2 South, Range three East; also South half of Lot five and Lot six in Block thirty, and Lot two in Block two, all of said lots being in Hand Land Company's Addition to the Town of Bay Minette, Alabama, and also Lot seven in Block twenty-seven, in in Hand Land Company's Addition to the Town of Bay Minette, Alabama.

TO HAVE AND TO HOLD to the said Clara J. Hall and Mattie Louise Hall their heirs and assigns forever. And I do covenant with the said Clara J. Hall and Mattie Louise Hall that I am seized in fee of the above described premises; that I have a right to sell and convey the same; that the said premises are free from all incumbrance; and that I will and my heirs, executors, and administrators shall forever warrant and defend the same to the said Clara J. Hall and Mattie Louise Hall, their heirs and assigns, against the lawful claims of all persons whomsoever.

Witness my hand and seal this 1st day of June, 1933.

Witnesses:

Cornelia Hall (Seal)

\$7.00 U.S.I.R. Stamp attached
Cancelled C.H. 6-1-33.

STATE OF ALABAMA, X
BALDWIN COUNTY. X

I, H.M.Hall, a Notary Public in and for said county and State, hereby certify that Cornelia Hall, unmarried 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 conveyance she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1st day of June, A.D., 1933.

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

The State of Alabama, X
BALDWIN COUNTY. X Probate Court.

Filed in office this 10 day of June, 1933, 10:00 A.M., and duly recorded in Deed Book No. 55 N.S., page 19; and I certify that \$7 cts 00 license or privilege tax, paid as required by an Act of the Legislature, approved, September 14, 1923.

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

The State of Alabama, X
BALDWIN COUNTY. X Probate Court.

I, G.W.Humphries, Judge of the Probate Court and custodian of the Records and Filed thereof, do hereby certify that the above and foregoing is a true, correct and complete copy of an instrument of writing as the same appears of record in Deed Record 55 N. S., at page 19, now on file in the office of Judge of Probate of Baldwin County, Alabama.

Witness my hand and the seal of said Court, this 13th day of June, A.D., 1933.

G. W. Humphries,
Judge of Probate.

Seal.

WARRANTY DEED.

THE STATE OF ALABAMA, }
BALDWIN COUNTY. }

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of Fifteen hundred (\$1500.00) dollars, and love and affection, to me in hand paid, by Orpah M. Hall, the receipt whereof is hereby acknowledged, I, Cornelia Hall, unmarried do grant, bargain, sell and convey unto the said Orpah M. Hall, the following described lands situated in Baldwin County, Alabama, to-wit:

Lot six (6) in Block six (6) in Hand Land Company's Addition to the Town of Bay Minette, Alabama, with the improvements thereon.

TO HAVE AND TO HOLD to the said Orpah M. Hall and to her heirs and assigns forever. And I do covenant with the said Orpah M. Hall, that I am seized in fee of the above described premises; that I have the right to sell and convey the same; that the said premises are free from all incumbrance; and that I will, and my heirs, executors, and administrators shall forever warrant and defend the same to the said Orpah M. Hall, heirs and assigns, against the lawful claims of all persons whomsoever.

Witness my hand and seal this 1st day of June, 1933.

Witnesses: Cornelia Hall (seal)

(\$1.50 U.S.I.R. Stamp attached
cancelled C.H.6-1-33.

State of Alabama, }
Baldwin County. }

I, H.M.Hall, a notary public in and for said county and State, hereby certify that Cornelia Hall, unmarried 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 conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand official seal this 1st day of June, A.D.,

H.M.Hall, Notary Public,
Baldwin County, Ala.

The State of Alabama, }
 :
Baldwin County. }

Probate Court.

Filed in office this 10 day of June, 1933, 10:00 A.M, and
duly recorded in Deed Book No. 55 N.S., page 20; and I certify
that \$1 cts 50, license or privilege tax, paid as required by an
Act of the Legislature, approved, September 14, 1923.

G.W.Humphries, Judge of Probate,

By J.L.Kessler, Clerk.

C.W.Humphries, Judge of Probate.

The State of Alabama, }
County of Baldwin. } Probate Court.

I, G.W.Humphries, Judge of Probate and Custodian of the Records and Files thereof, do hereby certify that the above and foregoing is a true, correct and complete copy of an instrument of writing as the same appears of record in Deed Record 55, at page 20, now on file in the office of Judge of Probate of Baldwin County, Alabama.

Witness my hand and the seal of said Court, this 13th day
of June, A.D., 1933.

G.W. Humphries,
Judge of Probate.

Seal of Probate Court.

BALDWIN COUNTY BANK, a
Corporation,

Complainant,

VS.

CORNELIA HALL, et al,

Respondents.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

IN EQUITY. NO. 1118.

Comes the Complainant in the above entitled cause by its Attorney, and respectfully shows unto the Court and your Honor that it propounded interrogatories to the Respondents, a true copy of which is hereto attached, marked Exhibit "A" and made a part hereof, and that a copy thereof was served on "Hubert Hall" by M. H. Wilkins, Deputy Sheriff of Baldwin County, Alabama, on December 2nd, 1933; that the Respondents filed answers to the said interrogatories in the said cause on February 9, 1934, a true copy of which is hereto attached, marked Exhibit "B" and made a part hereof, which said answers are not full and complete interrogatories and are evasive.

WHEREFORE, Complainant moves the Court to require the Respondents and each of them to make full answers to the interrogatories as required by law and upon their failure to do so will fix such penalties as are provided on failure to answer interrogatories by Section 7770 of the 1923 Code of Alabama, and that such other orders may be made and decrees rendered as may be requisite and proper in the premises.



Solicitor for Complainant.

EXHIBIT "A"

BALDWIN COUNTY BANK, a
Corporation,

Complainant,

VS.

CORNELIA HALL, CLARA J.
HALL, MATTIE LOUISE HALL
and ORPAH M. HALL,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

IN EQUITY. NO. _____.

INTERROGATORIES TO BE PROPOUNDED TO
THE DEFENDANTS UNDER SECTION 7764 OF THE 1923 CODE OF
ALABAMA.

1. Was there an actual cash consideration for the deed from Cornelia Hall to Orpah M. Hall dated June 1st, 1933, and recorded in Deed Record 55, at page 20 in the Probate Records of Baldwin County, Alabama, which conveys Lot six (6) in Block six (6) in Hand Land Company's Addition to the Town of Bay Minette, Alabama, with the improvements thereon.

2. If there was a cash consideration for the deed described in Question No. 1, what was this consideration and how was it paid, explaining fully whether it was paid in cash or by check, and if by check, attach the original cancelled check to your answers hereto.

3. If your answer to Question No. 2 states that there was a cash consideration for the said deed from Cornelia Hall to Orpah M. Hall, give the exact date of this payment and if this payment was paid in cash please explain fully where this cash was obtained by the said Orpah M. Hall, where it was kept by her on and just prior to the date of payment to Cornelia Hall and where it was kept or is deposited by Cornelia Hall after the said payment or if disposed of by the said Cornelia Hall, what disposition was made of it, explaining fully when, how and to whom.

4. Explain fully all money, property and other things of value that have been transferred from Cornelia Hall to Orpah M. Hall since June 1st, 1933, and if your answers disclose that there were such transfers, explain fully what was the actual consideration therefor.

J. B. Blackburn

Attorney for Complainant.

STATE OF ALABAMA

BALDWIN COUNTY

Y
O
O
O
X

Before me, the undersigned authority, within and for said County in said State, personally appeared J. B. Blackburn, who, after being by me first duly and legally sworn, deposes and says: That he is Attorney for the Complainant in the above entitled cause and that the answers to the foregoing interrogatories, if well and truly made, will be material testimony for the Complainant in said cause.

J. B. Blackburn

Sworn to and subscribed before me on
this the 2nd day of December 1933.

Ora Sirmon

Notary Public, Baldwin County, Alabama.

EXHIBIT "B"

BALDWIN COUNTY BANK,
a corporation,

Complainant,

vs.

CORNELIA HALL, CLARA J.
HALL, MATTIE LOUISE HALL
and ORPAH M. HALL,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

IN EQUITY.

Comes the defendant, CORNELIA HALL, and for answer to the interrogatories heretofore propounded in the above cause, says:

1. For answer to Interrogatories 1 and 2 she says, that the true consideration for the deed from Cornelia Hall to Orpah M. Hall, dated June 1st, 1933, and recorded in Deed Book 55, at page 20, in the Probate Records of Baldwin County, Alabama, which conveys Lot six (6) in Block six (6) in Hand Land Company's Addition to Bay Minette, Baldwin County, Alabama, with the improvements thereon, was Two Thousand Dollars (\$2,000.00); that said amount was paid by check, a copy of which is hereto attached and marked Exhibit "A".

2. For answer to Interrogatory 3 she says, that the consideration of Two Thousand Dollars (\$2,000.00) was paid to her on June 9, 1933; that she does not know where the said Orpah M. Hall obtained the said money, nor where it was kept prior to the date of payment; that said money was used by her, but she does not remember to whom it was paid out.

3. For answer to Interrogatory 4 she says, that no other property has been transferred by her to Orpah M. Hall since June 1st, 1933.

CORNELIA HALL

Sworn to and subscribed
before me this the 8th
day of February, 1934.

H. M. Hall
Notary Public, Baldwin County,

EXHIBIT "A".

1st

No.--
61-26

FIRST NATIONAL BANK
Mobile Alabama

MOBILE, ALA., June 9th 1933

PAY TO THE
ORDER OF

CORNELIA HALL - - - - - \$2000.⁰⁰

Two thousand & no/100-----DOLLARS.

ORPAH M. HALL

(Endorsement on Back)

Cornelia Hall

TO THE HONORABLE F. W. HARR, JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, SITTING IN EQUITY:

Your Orator, the Baldwin County Bank, a Corporation, brings this Bill of Complaint against Cornelia Hall, Clara J. Hall, Mattie Louise Hall and Orphan M. Hall, and thereupon your Orator complains and shows unto the Court as follows:

1. Your Orator is a corporation organized and existing under the laws of the State of Alabama, with its principal place of business in Bay Minette, Baldwin County, Alabama; the Defendants, Cornelia Hall, Clara J. Hall, Mattie Louise Hall and Orphan M. Hall, are each over the age of twenty-one years and reside in Baldwin County, Alabama.

2. The Defendant, Cornelia Hall, is indebted to your Orator in the sum of Three Thousand, Two Hundred Fifty and 68/100 Dollars (\$3250.68), the balance due by a promissory note originally in the sum of Three Thousand and Four Hundred Dollars (\$3400.00), made by her on to-wit, January 6, 1933, and payable on to-wit, April 5, 1933, together with interest thereon, which sum of money is still due and unpaid; that by, in, and as a part of the note the said Defendant agreed to pay all costs of collecting, securing or attempting to collect or secure the said note including a reasonable attorney's fee, and waived all rights of exemption under the Constitution and laws of Alabama, as to personal property and your Orator now claims the benefit of this waiver. A copy of which said note is hereto attached, marked Exhibit "A" and made a part of this Bill of Complaint as though fully incorporated herein.

3. That while the Defendant, Cornelia Hall, was indebted to your Orator as hereinabove set out and while she was requesting it to allow her time in which to pay the indebtedness secured by the said note, she conveyed or purported to convey all of her interest in certain property in Baldwin County, Alabama, to the

Defendants, Clara J. Hall and Mattie Louise Hall, by deed dated the 1st day of June, 1933, a true copy of which is hereto attached marked Exhibit "B" and made a part of this Bill of Complaint as though fully incorporated herein, which said conveyance or purported conveyance was made for a consideration of "love and affection" and was in fact a deed of gift and voluntary conveyance and made by the Defendant, Cornelia Hall, with the intent and for the purpose of hindering, delaying or defrauding your Orator in the collection of the above described debt.

4. That on to-wit, June 1st, 1933, the Defendant, Cornelia Hall, conveyed or purported to convey certain property in Baldwin County, Alabama, to the Defendant, Orpah M. Hall, by deed, a true copy of which is hereto attached marked Exhibit "C" and made a part of this Bill of Complaint as though fully incorporated herein. Your Orator alleges on information and belief that this deed was made by the Defendant, Cornelia Hall, without consideration, with the intent and for the purpose of hindering, delaying or defrauding your Orator in the collection of the above described debt.

5. The property described in the deeds hereinabove referred to as Exhibits "B" and "C" respectively, which is described as follows:

Valentine Dubroca Tract, Section Thirty-seven; Washington Wilkins Tract Section thirty-eight, and Lot or East subdivision "A" of Fractional Section Five, and Subdivision "B" of Fractional Section Five, all in Township three South, Range two East, and part of Thomas Byrne Tract north of L & N R. R., bounded North by lands of James A. Carney, East by East line of Section 8, Tp 2 S, R 2 East, South by lands of L. J. Hall and West by Tensas River, all in Section eight, Township 2 South, Range 2 East, also parcel of land bounded North by Dolive Street, East by Section line between Sections Sixteen and Seventeen, South by L. & N. R. Road and West by Section seventeen, Township 2 S, r 3 East, and S $\frac{1}{2}$ of SE $\frac{1}{4}$ and NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section three, Township 2 South, Range three East; also South half of Lot five and Lot six in Block thirty, and Lot two in Block two, all of said lots being in Hand Land Company's Addition to the Town of Bay Minette, Alabama, and also Lot seven in Block twenty-seven, in Hand Land Company's Addition to the Town of Bay Minette, Alabama.

Lot six (6) in Block six (6) in Hand Land
Company's Addition to the Town of Bay Min-
ette, Alabama, with the improvements there-
on, in Baldwin County, Alabama,

is all or practically all of the property owned by the Defendant,
Cornelia Hall, and that the said property or practically all of it
is subject to the satisfaction of your Orator's debt.


PRAYER FOR PROCESS.

Your Orator prays that the said Cornelia Hall,
Clara J. Hall, Mattie Louise Hall and Orpah M. Hall be made parties
Defendant to this Bill of Complaint and that the usual process of
this Honorable Court do forthwith issue to them and each of them.

PRAYER FOR RELIEF.

Your Orator prays that upon the hearing of this
cause a proper judgment and/or decree be rendered fixing the amount
which the Defendant, Cornelia Hall, is indebted to your Orator upon
the note above described including all interest, costs, expenses of
this proceeding and a reasonable attorney's fee; that the two con-
veyances above described be set aside as to your Orator as fraudu-
lent and void and that the property described therein together with
other property of the Defendant, Cornelia Hall, be subjected to the
satisfaction of the indebtedness adjudged and decreed to be due your
Orator by the said Defendant, Cornelia Hall.

Your Orator prays for such other, further and gen-
eral relief as it may be entitled to the premises considered.


Solicitor for Complainant.

FOOT NOTE: Each of the Defendants is required to answer each and
every paragraph of the foregoing Bill of Complaint numbered 1 to 5
both inclusive, but not under oath, the benefit whereof is hereby

expressly waived.

J. B. Blackman

Solicitor for Complainant.

EXHIBIT "A"

\$3,400.00

BAY MINETTE, ALA., Jan. 6th, 1932 193

On the 5th day of April 1932, I, we, or either of us, promise to pay to the order of BALDWIN COUNTY BANK, of Bay Minette, Alabama.

Thirty four hundred & NO/100 -x-x-x-x-x-x-x-x-x-x DOLLARS, for value received, in gold coin of the United States of the present standard of weight and fineness: With interest from date Negotiable and payable at BALDWIN COUNTY BANK, Bay Minette, Alabama.

The parties to this instrument, whether maker, endorser surety, or guarantor, each for himself, hereby severally waive as to this debt, or any renewal thereof, all rights of exemption under the Constitution and Laws of Alabama, as to personal property, and they each severally agree to pay all costs of collecting or securing or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise. And the maker, endorser, surety or guarantor of this note severally waives demand presentment, protest notice of protest, suit and all other requirements necessary to hold them and they agree that time of payment may be extended without notice to them of such extension. The bank at which this note is payable is hereby authorized to apply on or after maturity to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them. All suits for the collection of this note may be prosecuted in any county in this State that the payee or assignee elects.

Witness My hand and seal the day above given. Cornelia Hall (SEAL)

Attest: (SEAL)

Attest: 4 - 5 - 32 92039 (SEAL)

.....

Each and every endorser of this note hereby waives all right of exemption of property from levy and sale under execution, or other process for the collection of debts, as provided for in the Constitution and Laws of the State of Alabama, or any other State in the United States of America, and it is hereby agreed by each endorser hereof that he shall pay all costs of collecting this note after failure to pay when same becomes due under the terms hereof, including a reasonable attorney's fee for all services rendered in any way in any suit against any endorser, or in collecting or attempting to collect, or in securing or attempting to secure this debt, and they agree that time of payment may be extended without notice to them of such extension. The bank at which this note is payable is hereby authorized to apply on or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them. Each and every endorser of this note hereby waives demand, protest and notice of protest, and all requirements necessary to hold them as endorsers.

BALDWIN COUNTY BANK
By C.L. White, 3250.68
Asst. Cashier.
Payments on Principal Balance due

AUG 16 1932

\$149.32 \$3250.68

EXHIBIT "B"

WARRANTY DEED.

THE STATE OF ALABAMA, :
 :
BALDWIN COUNTY. :
 :

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of One Dollar, and love and affection to me in hand paid, by Clara J. Hall and Mattie Louise Hall the receipt whereof is hereby acknowledged I, Cornelia Hall, unmarried, do grant, bargain, sell and convey unto the said Clara J. Hall and Mattie Louise Hall all my undivided one-third interest in the following described lands situated in Baldwin County, Alabama, to-wit:

Valentine Dubroca Tract, Section thirty-seven; Washington Wilkins Tract Section thirty-eight, and Lot or East subdivision "A" of Fractional Section Five, and Subdivision "B" of Fractional Section Five, all in Township three South, Range two East, and part of Thomas Byrne Tract north of L & N. R.R., bounded North by lands of James A. Carney, East by East line of Section 6, T³ S, R² E, South by lands of L.J. Hall and West by Tennessee River, all in Section eight, Township 3 South, Range 2 East, also parcel of land bounded North by Dohive Street, East by Section line between Sections sixteen and Seventeen, South by L. & N. R. Road and West by Section seventeen, Township 3 S, R² E, and S¹/₂ of SE¹/₄ and NE¹/₄ of SE¹/₄ of Section three, Township 3 South, Range three East; also South half of Lot five and Lot six in Block thirty, and Lot two in Block two, all of said lots being in Hand Land Company's Addition to the Town of Bay Minette, Alabama, and also Lot seven in Block twenty-seven, in in Hand Land Company's Addition to the Town of Bay Minette, Alabama.

TO HAVE AND TO HOLD to the said Clara J. Hall and Mattie Louise Hall their heirs and assigns forever. And I do covenant with the said Clara J. Hall and Mattie Louise Hall that I am seized in fee of the above described premises; that I have a right to sell and convey the same; that the said premises are free from all incumbrance; and that I will and my heirs, executors, and administrators shall forever warrant and defend the same to the said Clara J. Hall and Mattie Louise Hall, their heirs and assigns, against the lawful claims of all persons whomsoever.

Witness my hand and seal this 1st day of June, 1938.

Witnesses:

Cornelia Hall (Seal)

\$7.00 U.S.I.R. Stamp attached
Cancelled C.S. 6-1-38.

191	\$	\$
191	\$	\$
191	\$	\$
191	\$	\$
191	\$	\$

33872

STATE OF ALABAMA, X
 :
BALDWIN COUNTY. X

I, E.W.Hall, a Notary Public in and for said county and State, hereby certify that Cornelia Hall, unmarried 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 conveyance she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1st day of June, A.D., 1933.

E.W.Hall, Notary Public,
Baldwin County, Alabama.

The State of Alabama, X
 :
BALDWIN COUNTY. X Probate Court.

Filed in office this 10 day of June, 1933, 10:00 A.M., and duly recorded in Deed Book No. 58 W.S., page 19; and I certify that \$7 cts 00 license or privilege tax, paid as required by an Act of the Legislature, approved, September 14, 1933.

G.W.Mumphries, Judge of Probate
By J.L.Kessler, Clerk.
G.W.Mumphries, Judge of Probate.

The State of Alabama, X
 :
BALDWIN COUNTY. X Probate Court.

I, G.W.Mumphries, Judge of the Probate Court and custodian of the Records and Filed thereof, do hereby certify that the above and foregoing is a true, correct and complete copy of an instrument of writing as the same appears of record in Deed Record 58 W. S., at page 19, now on file in the office of Judge of Probate of Baldwin County, Alabama.

Witness my hand and the seal of said Court, this 13th day of June, A.D., 1933.

G. W. Mumphries,
Judge of Probate.
Seal.

EXHIBIT "C"

FORMER DO

THE STATE OF ALABAMA,
BALDWIN COUNTY.

KNOW ALL MEN BY THESE PRESENTS, That for and in considera-
tion of the sum of Fifteen hundred (\$1500.00) dollars, and love and
affection, to us in hand paid, by Orpah E. Hall, the receipt where-
of is hereby acknowledged, I, Cornelia Hall, unmarried do grant,
bargain, sell and convey unto the said Orpah E. Hall, the following
described lands situated in Baldwin County, Alabama, to-wit:

Lot six (6) in Block six (6) in Hard Land Company's Addition to the Town of Bay Minette, Alabama, with the improvements thereon.

TO HAVE AND TO HOLD to the said Orphan M. Hall and to her heirs and assigns forever. And I do covenant with the said Orphan M. Hall, that I am seised in fee of the above described premises; that I have the right to sell and convey the same; that the said premises are free from all incumbrances; and that I will, and my heirs, executors, and administrators shall forever warrant and defend the same to the said Orphan M. Hall, heirs and assigns, against the lawful claims of all persons whatsoever.

Witness my hand and seal this 1st day of June, 1968.

CONFIDENTIAL

(31.50 U.S. 1.7. 2000 attached
cancelled C.N. 6-1-53.

State of Alabama,
Baldwin County.

I, H. A. Hall, a notary public in and for said county and State, hereby certify that Cornelia Hall, unmarried 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 conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand official seal this 1st day of June, A.D.,

1935.

H.M.Hall, Notary Public,
Baldwin County, Ala.

The State of Alabama, X
Baldwin County. X

Probate Court.

Filed in office this 13 day of June, 1933, 10:00 A.M., and
duly recorded in Deed Book No. 55 A.S., page 30; and I certify
that \$1 cts 50, license or privilege tax, paid as required by an
Act of the Legislature, approved, September 14, 1933.

G.W.Humphries, Judge of Probate,

By J.L.Kessler, Clerk.

G.W.Humphries, Judge of Probate.

The State of Alabama, X
County of Baldwin. X

Probate Court.

I, G.W.Humphries, Judge of Probate and Custodian of the
Records and Files thereof, do hereby certify that the above and
foregoing is a true, correct and complete copy of an instrument of
writing as the same appears of record in Deed Record 55, at page
30, now on file in the office of Judge of Probate of Baldwin
County, Alabama.

Witness my hand and the seal of said Court, this 13th day
of June, A.D., 1933.

G.W. Humphries,
Judge of Probate.

Seal of Probate Court.

BALDWIN COUNTY BANK,
a corporation,
Complainant,

vs.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

No. 1118

~~CORNELIA HALL ET AL.,~~
Respondents.

And now come the Respondents and demur to the original Bill of Complaint filed in this cause, and to each count and allegation contained therein, and for grounds of demurrer say:

1. That there is no equity in the Bill.
2. That the allegation that the defendant, Cornelia Hall, is indebted to the Baldwin County Bank is only the conclusion of the pleader.
3. That said Bill does not allege that the defendants are insolvent.
4. That the Bill affirmatively shows that the defendant, Cornelia Hall, has other property subject to execution out of which the alleged indebtedness may be collected.
5. That the allegation that the conveyances made by the defendant, Cornelia Hall, with the intent and for the purpose of hindering, delaying or defrauding the Baldwin County Bank in the collection of the alleged indebtedness, is only the conclusion of the pleader.
6. That the allegation that the property conveyed, or practically all of it, is subject to the satisfaction of the alleged indebtedness, is only the conclusion of the pleader.
7. That insofar as is alleged in the said Bill, the property so conveyed was not subject to execution for the collection of the alleged indebtedness of the Defendant, Cornelia Hall.
8. That the said Bill does not allege that the defendant, Cornelia Hall, has not sufficient property out of which the alleged indebtedness to the complainant could be made.

Beebe & Starn
Solicitors for Defendants.

1118
24
J
(Original,

RECORDED
C.M.

Baldwin County Bank, a corp.,
vs
Cornelia Hall, et al

DEMURRERS

W.R. Stewart

Filed July 11th, 1933

Register

1118
eg
f
(Original,

RECORDED
add.

Baldwin County Bank, a corp.,

vs

cornelia hall, et al

DEMURRERS

WR Stewart

Filed July 11th, 1933

Register

The State of Alabama, }
Baldwin County

Circuit Court of Baldwin County, In Equity

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

WE COMMAND YOU, That you summon CORNELIA HALL, CLARA J. HALL

MATTIE LOUISE HALL and ORPAH M. HALL

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

BALDWIN COUNTY BANK, a corporation

against said CORNELIA HALL, CLARA J. HALL, MATTIE LOUISE HALL
and ORPAH M. HALL

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 14th day of

June 193 3

T. W. Richerson Register

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

Deerley Page 53

ORIGINAL

SERVE ON

Circuit Court of Baldwin County
In Equity

No.

SUMMONS

BALDWIN COUNTY BANK, a corp.

vs.

CORNELIA HALL, CLARA J. HALL

MATTIE LOUISE HALL and ORPAH

M. HALL

J. B. BLACKBURN

Solicitor for Complainant

Recorded in Vol

Page

THE STATE OF ALABAMA,
BALDWIN COUNTY

Received in office this

14th

day of

June

1913

W R Stuart

Sheriff.

Executed this

June 15th

day of

June

1913

by leaving a copy of the within Summons with

Cornelia Hall, Clara Hall

Mattie Louise Hall and Orpah M.
Hall.

Defendant.

W R Stuart

Sheriff.

By

M H Wilkins

Deputy Sheriff.

COMPLAINANT'S BRIEF

BALDWIN COUNTY BANK, a Corporation,
Complainant,

vs.

CORNELIA HALL, CLARA J. HALL, MATTIE
LOUISE HALL AND ORPAH M. HALL,

Respondents.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

IN EQUITY.

This is a suit brought by the Complainant which alleges that it is an existing creditor of the Respondent, Cornelia Hall, to set aside conveyances from the said Cornelia Hall to the other said Respondents, which the Complainant alleges were voluntary conveyances made while she was so indebted to it. The respondents filed demurrers to the bill and when the Attorneys for the Complainant and the Respondents presented this matter to the Court in Bay Minette, Alabama, on to-wit, January 31, 1934, the Court requested that the Complainant file a brief setting out its reasons and authorities for its contention that the bill is good as against the demurrers, and stated that the Respondents may reply if they should so desire.

The Complainant feels that only a brief statement of the very recent holdings of the Appellate Courts of the State of Alabama will be sufficient to substantiate its contention.

Section 8032 of the 1923 Code of Alabama is as follows: "All deeds of gift, all conveyances, transfers and assignments, verbal or written, of goods, chattels, or things in action, made in trust for the use of the person making the same, are void against creditors existing or subsequent to such person."

The case of Crisp et al v. First National Bank of Birmingham, reported in Volume 139 So. at page 213, was a bill by a creditor to declare void and set aside conveyances and to subject the property so conveyed to the payment of Complainant's indebtedness and for general relief, is authority for the following proposition:

"Allegation that the conveyance of the property was voluntary and without consideration is sufficient averment by the existing creditor to vacate it without regard to any other circumstance. McCrory v. Donald, 192 Ala 312, 68 So. 306; London v. G. L. Anderson Brass Works, 197 Ala 16, 72 So. 359."

The case of Ogletree et al v. Tate, reported in Volume 144 Southern Reporter, page 573 was a bill filed by a judgment creditor without a lien to set aside a voluntary conveyance made by the judgment debtor to his wife and children and alleges that while the respondent was indebted to the complainant on a promissory note, before judgment was rendered or suit commenced, he made a conveyance for a consideration "of one dollar (\$1.00) and natural love and affection" which is the conveyance sought to be set

aside, is authority for the following proposition:

"A voluntary conveyance, though valid as between the parties to it, is fraudulent and void as a matter of law as to existing creditors without regard to the solvency or insolvency of the debtor or the intention of the parties thereto. Bibb Adm'x, v. Freeman et al, 59 Ala 612; Dickson et al v. McLarney et al, 97 Ala 383, 12 So. 398; Rice et al v. Eiseman Bros. & Co., et al, 122 Ala 343, 25 So. 214; Wooten et al v. Steele et al, 109 Ala 563, 19 So. 972, 55 Am. St. Rep. 947.

And if it should be made to appear that the debtor has other property securing the payment of the debt sought to be enforced, this would not arm the debtor or his voluntary grantees with the right to arrest the creditor in pursuing the property so conveyed, and compel the marshaling of the debtor's assets. Lehman et al v. Meyer et al, 67 Ala 396; Fidelity Mortgage Bond Company v. Morris et al 191 Ala 318, 68 So. 153, Ann. Cas. 1917C, 952."

In the above case the Court said that the decree of the Circuit Court overruling the demurrers to the bill was in accord with the above principals and the decree of the lower court was affirmed.

The last case which Complainant has been able to find on this proposition is the case of Waites et al v. First National Bank of Wetumpka which was decided by the Supreme Court of Alabama on December 14, 1933 and reported in Volume 151 So. at page 847. The bill in this case alleged that subsequent to the creation of the debt the debtor conveyed certain real estate to his wife without consideration with the intent to hinder, delay or defraud his creditors and that such conveyance is fraudulent and void for that there was no consideration for it. The respondent demurred to the bill, the Circuit Court rendered a decree overruling

the demurrers and the respondents appealed. The case holds:

"We have frequently referred to the settled rule in Alabama, that an existing creditor may have the Chancery Court set aside a deed as fraudulent, when it is voluntary, without an allegation that the debtor was insolvent, or that the parties participated in an intent to defraud. It has been many times held that allegations such as are here stated are sufficient as against that claim. (underscored by complainant). The authorities are cited in Birmingham Property Co., v. Jackson Securities and Investment Co., 226 Ala 612, 148 So. 316; Kuykendall v. Terry, 149 So. 687."

In the above case the Court held that there was no error in overruling the demurrers to the bill and the decree to that effect was affirmed.

For the reasons hereinabove stated, supported by the authorities cited, we respectfully submit that the demurrers to the Complainant's Bill in the said cause should be overruled.

Respectfully submitted,

J. B. Blackburn
Solicitor for Complainant.

NOTE: I hereby certify that a copy of the foregoing Brief was forwarded by United States mail, postage prepaid, to Messrs. Beebe & Hall, Bay Minette, Alabama, solicitors for the Respondents on February 27, 1934.

J. B. Blackburn
Solicitor for Complainant.

Brief for Complainant
on Remuner to Bill

BALDWIN COUNTY BANK, a
Corporation,

Complainant,

VS.

CORNELIA HALL, CLARA J.
HALL, MATTIE LOUISE HALL
and ORPAH M. HALL,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

IN EQUITY. NO. _____.

INTERROGATORIES TO BE PROPOUNDED TO
THE DEFENDANTS UNDER SECTION 7764 OF THE 1923 CODE OF
ALABAMA.

1. Was there an actual cash consideration for the deed from Cornelia Hall to Orpah M. Hall dated June 1st, 1933, and recorded in Deed Record 55, at page 20 in the Probate Records of Baldwin County, Alabama, which conveys Lot six (6) in Block six (6) in Hand Land Company's Addition to the Town of Bay Minette, Alabama, with the improvements thereon?

2. If there was a cash consideration for the deed described in Question No. 1, what was this consideration and how was it paid, explaining fully whether it was paid in cash or by check, and if by check, attach the original cancelled check to your answers hereto.

3. If your answer to Question No. 2 states that there was a cash consideration for the said deed from Cornelia Hall to Orpah M. Hall, give the exact date of this payment and if this payment was paid in cash please explain fully where this cash was obtained by the said Orpah M. Hall, where it was kept by her on and just prior to the date of payment to Cornelia Hall and where it was kept or is deposited by Cornelia Hall after the said payment or if disposed of by the said Cornelia Hall, what disposition was made of it, explaining fully when, how and to whom.

4. Explain fully all money, property and other things of value that have been transferred from Cornelia Hall to Orpah M. Hall since June 1st 1933, and if your answers disclose that there were such transfers, explain fully what was the actual consideration therefor.

J. B. Blackburn
Attorney for Complainant.

STATE OF ALABAMA }
BALDWIN COUNTY }

Before me, the undersigned authority, within and for said County in said State, personally appeared J. B. Blackburn, who, after being by me first duly and legally sworn, deposes and says: That he is Attorney for the Complainant in the above entitled cause and that the answers to the foregoing interrogatories, if well and truly made, will be material testimony for the Complainant in said cause.

J. B. Blackburn

Sworn to and subscribed before me on
this the 2nd day of December 1933.

Dean Simon

Notary Public, Baldwin County, Alabama.

BALDWIN COUNTY BANK,
a corporation,

Complainant,

vs.

CORNELIA HALL, CLARA J.
HALL, MATTIE LOUISE HALL
and ORPAH M. HALL,

Defendants.

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

Comes the defendant, CORNELIA HALL, and for answer to
the interrogatories heretofore propounded in the above cause,
says:

1. For answer to Interrogatories 1 and 2 she says,
that the true consideration for the deed from Cornelia Hall to
Orpah M. Hall, dated June 1st, 1933, and recorded in Deed Book 55,
at page 20, in the Probate Records of Baldwin County, Alabama,
which conveys Lot six (6) in Block six (6) in Hand Land Company's
Addition to Bay Minette, Baldwin County, Alabama, with the improve-
ments thereon, was Two Thousand Dollars (\$2,000.00); that said
amount was paid by check, a copy of which is hereto attached and
marked Exhibit "A".

2. For answer to Interrogatory 3 she says, that the
consideration of Two Thousand Dollars (\$2,000.00) was paid to her
on June 9, 1933; that she does not know where the said Orpah M.
Hall obtained the said money, nor where it was kept prior to the
date of payment; that said money was used by her, but she does not
remember to whom it was paid out.

3. For answer to Interrogatory 4 she says, that no
other property has been transferred by her to Orpah M. Hall since
June 1st, 1933.

Sworn to and subscribed
before me this the 8th
day of February, 1934.

Cornelia Hall

Hustace
Notary Public, Baldwin County,
Alabama.

EXHIBIT "A".

1st
FIRST NATIONAL BANK
Mobile Alabama

No. --
61-26

MOBILE, ALA., June 9th 1933

PAY TO THE
ORDER OF

CORNELIA HALL - - - - - \$2000.⁰⁰

Two thousand & no/100 - - - - - DOLLARS

ORPAH M. HALL

(Endorsement on Back)

Cornelia Hall

Equity 1918

RECORDED
RECORDED

Baldwin County Power

Cornelia Hall et al

Answers to Interrogatories

Filed Feb 9th, 1924

W. A. Stone

Register

copy to J. B. Blackburn
2/10/24

BALDWIN COUNTY BANK, a
corporation,

Complainant,

vs.

CORNELIA HALL, CLARA J.
HALL, MATTIE LOUISE HALL
and ORPAH M. HALL,

Respondents.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

IN EQUITY.

And now come the respondents and each of them, and for answer to the Complainant's Bill of Complaint heretofore filed in this cause, and to each Count thereof, separately and severally, say:

1. They deny each and every allegation contained therein, not herein expressly admitted, and demand strict proof of the same.

2. The respondents admit the allegation contained in Paragraph 1 of the Complainant's Bill of Complaint.

3. The respondents deny the allegations contained in Paragraph 2 and demand strict proof of the same.

4. The respondents admit the execution of the deed from Cornelia Hall to Clara J. Hall and Mattie Louise Hall, as set out in Paragraph 3 of the Complainant's Bill of Complaint, but deny all other allegations therein contained.

Further answering Paragraph 3 of the Complainant's bill, the respondents say that the said deed, although it recited a consideration of One Dollar and love and affection, was made for a good and valuable consideration; that the said conveyance was not made with the intent and for the purpose of hindering, delaying or defrauding the complainant.

5. The respondents admit the execution of the deed set out as Exhibit "C" of the Complainant's Bill of Complaint, which recites a consideration of \$1500.00, and further say that

the true consideration for the execution of said deed was the sum of \$2,000.00, but for convenience the amount was set out in said deed at \$1500.00; they deny that the said deed was executed for the purpose of hindering, delaying or defrauding the complainant at any time.

6. The respondents deny that the said property described in the Complainant's Bill of Complaint constitutes all or practically all of the property owned by the respondent, Cornelia Hall, and deny that said property or practically all of it is subject to the satisfaction of any debt which is alleged to be owing to the complainant.

Further answering, the respondent, Cornelia Hall, says that she has property located in Baldwin County, Alabama, in her own name on the records, and free from all liens and incumbrances, of the value of approximately Eight Thousand Dollars (\$8,000.00), which is subject to the payment of any indebtedness which might be shown to be due the complainant.

Beebe & Stace
Solicitors for Respondents.

CIRCUIT COURT, BALDWIN COUNTY, ALA., IN EQUITY.

No. 1115

Baldwin County Bank
VS.

PLAINTIFF
DEFENDANT

Cambridge Hall et al

Bill of Costs

Fees of Register		Dollars	Cts.	Brought Forward	
Filing each bill and other papers	16090	\$	10	For receiving, keeping and paying out or distributing money, etc.; 1st \$1,000 1 per ct.; all over \$1,000, and not over \$5,000, 3-4 of 1 per ct.; all over \$5,000, and not exceeding \$10,000, 1-2 of 1 per ct.; all over \$10,000, 1-4 of 1 per ct.	
Issuing each subpoena	4		50	Receiving, keeping and paying out money paid into court, etc., 1-2 of 1 per ct. of amount received.	
Issuing each copy thereof	4		40	Each Notice sent by mail to creditors	15
Entering each return thereof			15	Filing, Receipting for and docketing each claim, etc.	25
For each order of publication			1 00	For all entries on subpoena docket, etc.	50
Issuing writ of injunction			1 50	For all entries on commission docket, etc.	50
For each copy thereof			50	Making final record, per 100 words	15
Entering each return thereof			15	Certified copy of decree	1 00
Issuing writ of attachment			1 00	Report of divorce to State Health office, Acts 1915	50
Entering each return thereof			15		
Docketing each case	11		1 00	Total Fees of Register	1510
Entering each appearance			25		
Issuing each decree pro confesso on persl ser			1 00		
Issuing each decree pro confesso on publication			1 00		
Each order appointing guardian			1 00		
Any other order by Register	<i>Quarant</i>		50		
Issuing commission to take testimony			50		
Receiving and filing			10		
Endorsing each package			10		
Entering order submitting cause	<i>JD</i>		50		
Entering any other order of Court	<i>Quarant</i>		25		
Noting all testimony			50		
Abstract of cause, etc.			1 00		
Entering each decree			75		
For every 100 words over 500			15		
Taking account, etc.			3 00		
Taking testimony, etc.			15		
Each report, 500 words or less			2 50		
For every 100 words over 500			15		
Amount claimed less than \$500, etc.			2 00		
Issuing each subpoena			25		
Witness certificate, each			25		
Issuing execution, each			75		
Entering each return			15		
Taking and approving bond, each			1 00		
Making copy of bill, etc.			15		
Each notice not otherwise provided for			50		
Each certificate or affidavit, with seal			50		
Each certificate or affidavit, no seal			25		
Hearing and passing on application, etc.			3 00		
Each settlement with receiver, etc.			3 00		
Examining each voucher of receiver, etc.			10		
Examining each answer, etc.			3 00		
Recording resignation, etc.			75		
Entering each certificate to Supreme Court			50		
Taking questions and answers, etc.			25		
For all other service relating to such proceedings			1 00		
For services in proceeding to relieve minors, etc., same fees as in similar cases.					
Commission on sales, etc.: 1st \$100, 2 per cent.; all over \$100, and not exceeding 1,000, 1 1-2 per ct.; all over \$1,000, and not exceeding \$20,000, 1 per ct.; all over \$20,000, 1-4 of 1 per ct.					
Sub Total Carried Forward					
				Fees of Sheriff	
				Serving and returning subpoena on deft.	\$ 1 50
				Serving and returning subpoena for witness	65
				Levying attachment	1 50
				Entering and returning same	25
				Selling property attached	
				Impanelling Jury	75
				Executing writ of possession	2 50
				Collecting execution for costs	1 50
				Serving and returning sci. fa., each	65
				Serving and returning notice	65
				Serving and returning writ of injunction	1 50
				Serving and returning writ of exeat	1 50
				Taking and approving bonds, each	75
				Collecting money on execution	
				Making deed	2 50
				Serving and returning application, etc.	1 00
				Serving attachment, contempt of court	1 50
				Total Fees of Sheriff	7 50
				Recapitulation	
				Register's Fees	
				Sheriff's Fees	
				Commissioner's Fees	
				Solicitor's Fees	
				Witness Fees	
				Guardian Ad Litem	
				Printer's Fees	
				Trial Tax	3 00
				Recording Decree in Probate Court	
				TOTAL	23 60

Received payment this _____ day of _____ 193__

Register.

BALDWIN COUNTY BANK, a
Corporation,

Complainant,

VS.

CORNELIA HALL, CLARA J.
HALL, MATTIE LOUISE HALL
and ORPAH M. HALL,

Respondents.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

IN EQUITY. NO. 1118.

DECREE.

It appearing to the Court that in this cause the Respondents' Demurrers to the Complainant's Bill as last amended, were ordered submitted on brief in open Court on January 30, 1934, which order provided that briefs were to be furnished by both parties by March 1, 1934, and it further appearing that the Complainant filed its brief with the Court before March 1, 1934, and that the Respondents have failed to furnish a brief, all of which having been considered and understood by the Court: It is Therefore Ordered, Adjudged and Decreed by the Court that the Respondents' Demurrers to the Bill of Complaint in said cause as last amended be, and they are hereby overruled and the Respondents be, and they are hereby given thirty days from the date of this Decree in which to file an Answer.

Done this 15th day of May, 1934.

J. W. Stare

Judge.