

CATHERINE M. KELLY,
Complainant,

vs

W. D. STAPLETON and LUCILLE
KERSH,
Respondents.

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

No. 55

TO W. D. STAPLETON and LUCILLE KERSH OR TO BEEBE & HALL, THEIR
SOLICITORS:

You are hereby given notice that the Complainant, Catherine M. Kelly, has filed in this cause in the office of the Clerk of the Circuit Court of Baldwin County, Alabama, interrogatories to be propounded to Catherine M. Kelly, who is a material witness for Complainant, who resides at Gladwayne, Pennsylvania. A copy of said interrogatories is hereto attached. You are further given notice that Complainant has suggested the name of Alfred J. Snyder, who resides at Philadelphia, Pennsylvania and whose office is in the Fidelity-Philadelphia Building, Philadelphia, Pennsylvania, as a suitable person to be appointed as commissioner to take the answers of said witness in said cause and that after ten days from the date of this notice commission will issue to the said Alfred J. Snyder as such commissioner to take the answers of said witness.

Dated this 18th day of September, 1934.

B. V. Lee Milledge Jr.
SOLICITOR FOR COMPLAINANT

We accept the foregoing notice and waive from the
forms and notices, dated the 19th day of Sept 1934

Bebe K Hall
Sols for Respondents.

74
aug 1

Filed October 5th, 1934.

M. A. Stone, M. A. Stone Clerk.

CATHERINE M. KELLY,

Complainant,

vs

W. D. STAPLETON and LUCILLE
KERSH,

Respondents.

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IN THE CIRCUIT COURT OF BALDWIN

COUNTY, ALABAMA. IN EQUITY.

No. 55

INTERROGATORIES TO BE PROPOUNDED BY COMPLAINANT TO
CATHERINE M. KELLY, WHO RESIDES AT GLADWAYNE, PENNSYLVANIA, AND
WHOSE TESTIMONY WHEN TAKEN WILL BE USED BY THE COMPLAINANTS IN
THE TRIAL OF THE SAID CAUSE.

ONE.

- (a) State your name, age and residence.
- (b) Are you complainant in this suit and do you know the land described in the bill of complaint?
- (c) Did you ever purchase and go into possession of said land and if so state from whom and when you purchased, the date you went into possession and attach a copy of your deed to your answers hereto and mark Exhibit 1.

TWO.

- (a) Do you know William Stenzel and Arthur Stenzel and if so state when and where you knew them.
- (b) Did you ever have any business dealings with them and if so state when and what those dealings were.
- (c) If you say you mortgaged the land above referred to to them, state the amount of the mortgage indebtedness.
- (d) Have you the original mortgage in your possession or under your control and if so attach it to your answers and mark it Exhibit A.
- (e) If you have not the original mortgage state where it is, if you know and where and in whose possession it was when you last saw it.

THREE.

- (a) Do you know W. D. Stapleton and Lucille Kersh? If so state when and where you knew them.
- (b) Did you ever have any business dealings with them or either of them? If so state with which of them you had those dealings.
- (c) If you say you sold the land referred to in the first interrogatory to W. D. Stapleton or contracted to sell it to him, state if your transaction and the conveyance made was reduced to writing and if so attach the written instrument to your answers and mark Exhibit B.
- (d) What was the purchase price he agreed to pay? What part of that price was paid in cash and what part was to be paid in deferred payments.
- (e) Were the deferred payments represented by the purchaser's notes?
- (f) If you say they were, so represented, were the notes secured by a vendor's lien retained in the deed?
- (g) Have you the said notes in your possession and if so attach them to your answers and mark Exhibit C.
- (h) Are you the owner of said notes?
- (i) Was the interest of James H. Kelly in said notes endorsed to you by him?

- (j) Have you any other transfer of his interest in said notes in writing and if so attach same to your answers and mark Exhibit B.

FOUR.

- (a) Had you paid the indebtedness due under your mortgage to William and Arthur Stenzel when you conveyed the land to W.D. Stapleton?
(b) If not, had you paid any part of it and what was the balance due or to become due and when was it to become due?
(c) Did your Grantee, W. D. Stapleton, as part of the consideration for the deed assume and agree to pay the balance due under the mortgage to William and Arthur Stenzel which you have referred to in answer to the first interrogatory?

FIVE.

- (a) Has W. D. Stapleton, your Grantee in the deed which you have attached as Exhibit B, ever paid the notes which he gave you to evidence the balance due on his purchase price with you?
(b) How much has he paid if anything?
(c) Have you made demand on him for payment, and if so, how was such demand made?
(d) If by letter where is the original letter or letters making the demand? Have you these originals in your possession, custody or control? If not, attach copies of such demand to your answers and mark Exhibits 1, 2, 3, etc., respectively, according to their numbers.
(e) If you have not the copies state the substance of what your demand was.
(f) Did W. D. Stapleton reply to demands made on him for payment?
(g) Have you his letters which he wrote in reply to your demands?
(h) If so attach them to your answers and mark them respectively Exhibits A-1, A-2, A-3, A-4, A-5 and A-6.
(i) Has he ever paid these notes on any part of them? What is the balance due to you on the notes exclusive of attorney's fees and interest.

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

STATE OF ALABAMA,)
COUNTY OF MOBILE.) Before me, Ruth Macdonald, a Notary Public in
and for said State and County, personally appeared
B. F. McMillan, Jr., who is known to me and who being sworn says on
oath that he is solicitor for the Complainant, Catherine M. Kelly in
suit filed by her against W. D. Stapleton and Lucille Kersh and now
pending on the Equity side of the Circuit Court of Baldwin County,
Alabama, that as such attorney he has propounded the foregoing inter-
rogatories to Catherine M. Kelly, that the said Catherine M. Kelly is
a woman; that she resides at Gladwayne, Pennsylvania, and is there-
fore a non-resident of the State of Alabama; that she is a material
witness for the complainant in said cause and that her testimony when
taken will be used by the complainant in the trial of the said cause.

Sworn to and subscribed before
me this 19th day of September, 1934.

Ruth Macdonald
NOTARY PUBLIC, MOBILE COUNTY, ALABAMA.

Note: The Complainant suggests the name of Alfred J. Snyder who re-
sides at Philadelphia, Pennsylvania and whose office is in the Fidelity
Philadelphia Building, Philadelphia, Pennsylvania, as a suitable person
to be appointed as commissioner to take the answers of Catherine M.
Kelly to the foregoing interrogatories.

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

No 55

Filed Sept. 24 1934
M. R. Shaw
Register

Shaw 223 V. 2

Shaw 223 V. 2

Shaw 223 V. 2

Shaw 223 V. 2

CATHERINE M. KELLY, :
Complainant : IN THE CIRCUIT COURT OF BALDWIN
vs. : COUNTY, ALABAMA. IN EQUITY.
W. D. STAPLETON and LUCILLE : No. 55
KERSH, :
Respondents :

ANSWERS OF CATHERINE M. KELLY, COMPLAINANT,
TO INTERROGATORIES TO BE USED IN THE TRIAL
OF THE ABOVE CAUSE

COMMONWEALTH OF PENNSYLVANIA :
SS :
CITY AND COUNTY OF PHILADELPHIA :

Personally came before me, Alfred J. Snyder,
Commissioner named in the commission hereto attached, Catherine M.
Kelly, witness for complainant in the above entitled cause, who
being by me first duly sworn to speak the truth, the whole truth
and nothing but the truth, deposes and says:

To Interrogatory Numbered ONE she says:

(a) My name is Catherine M. Kelly. I am
forty-eight years old and reside at Gladwyne, Pennsylvania.

(b) I am complainant in this suit and know the
land described in the bill of complaint.

(c) I purchased the land from William Stenzel
and Arthur Stenzel and took possession of it about October 11,
1928, with my husband, James H. Kelly. We had been living in one
of the cabins about a week before the settlement. The deed to us
was dated October 11, 1928, and is recorded in the office of the
Judge of Probate of Baldwin County, Alabama, in Deed Book 45 N.S.

page 330-1. According to my best recollection it was left in the office of Mr. Stapleton's lawyer who prepared the deed from my husband and myself to W. D. Stapleton. I have'nt the deed in my possession, custody or control and have not had it since that deed was delivered to Stapleton.

To Interrogatory Numbered TWO she says:

(a) I know William and Arthur Stenzel, having met them at the tourist camp, the land involved in this suit.

(b) My only business was in regard to the purchase of this land. We agreed to and did purchase the land for \$1800.00. We paid \$800.00 on account and they gave us the deed and took a mortgage to secure the balance of \$1000.00.

(c) The mortgage indebtedness to Stenzel was gradually paid and reduced by us until when we contracted to sell the land to W. D. Stapleton the balance was \$200.00.

(d) I do not have the mortgage in my possession or control. It was delivered to the mortgagees.

(e) When I last saw the mortgage it was in the possession of the Fairhope Bank at Fairhope, Alabama, where we paid the money reducing the indebtedness to \$200.00.

To Interrogatory Numbered THREE she says:

(a) I know W. D. Stapleton but do not know Lucille Kersh. I first met Stapleton in the office of his attorney who prepared the deed with vendor's lien from my husband and myself to Stapleton, about September 23, 1931.

(b) I have had no business dealings with Lucille Kersh but my husband and myself did sell the land described in the bill of complaint to W. D. Stapleton retaining a vendor's lien to secure the balance due on the purchase price. This was in the office of his attorney at Bay Minette, Alabama, about September 23, 1931.

(c) My husband and I sold Stapleton the said land as stated, retaining said vendor's lien by deed which I attach to these answers and mark EXHIBIT B. This document was signed by my husband and myself and Stapleton also signed it. This was the only transaction between Stapleton, my husband and myself.

(d) W. D. Stapleton agreed to pay the purchase price of \$1200.00 for the land and paid \$400.00 on account; \$600.00 was to be paid in deferred payments represented by notes and secured by vendor's lien on the land and Stapleton was to pay the \$200.00 still due on the Stenzel mortgage but he only paid \$100.00 of this balance due Stenzel.

(e) The deferred payments were represented by Stapleton's notes.

(f) The notes were secured by vendor's lien retained in the deed Exhibit B.

(g) I have the notes in my possession and attach them to my answers to these interrogatories and mark them EXHIBIT C.

(h) I am the absolute owner of the said notes.

(i) The interest of my husband, James H.

Kelly, in said notes was transferred and assigned to me. He endorsed and delivered the notes to me as shown by the notes and endorsement.

(j) In addition to endorsing and delivering the notes to me said James H. Kelly executed and delivered to me in writing a transfer of all his right, title and interest in the notes and the vendor's lien and the indebtedness secured thereby, by instrument which I hereto attach and mark EXHIBIT D.

To Interrogatory Numbered FOUR she says:

(a) When my husband and I conveyed the land to Stapleton the full amount of the mortgage debt to William and Arthur Stenzel had not been paid but we had paid thereon the sum of \$800.00 with interest and the balance then due was \$200.00, on account of which Mr. Stapleton later paid to Stenzel \$100.00, which debt he had assumed as shown by Exhibit B.

(b) My husband and I paid Stenzel \$800.00 with interest, leaving the balance of \$200.00 due on his mortgage and Stapleton agreed to pay this as part of the purchase price to us. The mortgage required payment of \$100.00 and interest every six months.

(c) W. D. Stapleton did assume and agree to pay the balance due under the mortgage to William and Arthur Stenzel, as shown by his deed from us. This deed embraced our entire agreement on the subject.

To Interrogatory Numbered FIVE she says:

(a) W. D. Stapleton has not paid his notes to us.

(b) He has not paid us anything.

(c) I have made frequent demands upon him by letter for payment and my attorney, Bryan A. Hermes, had made frequent demands upon him for payment.

(d) I have not the original letters making these demands, they were sent to Stapleton, but I have copies of the letters sent to him by my attorney, Bryan A. Hermes, or return post office receipts of such letters as were sent him by registered mail, as follows:

Exhibits 1 and 2 to Interrogatory Five-d are return receipts for letters which I sent him by registered mail and my best recollection is that Exhibit 1 is receipt for a letter which I sent him requesting payment of the note which would become due September 23, 1932. I have no copy of this letter. To the best of my knowledge the signature on the postal return is W. D. Stapleton's. Exhibit 2 is a receipt bearing the signature, according to the best of my knowledge, of W. D. Stapleton. I have no copy of the letter I sent him but believe it demanded payment of the note due September 23, 1932. I consulted my attorney, Bryan A. Hermes, and on December 6, 1932, Mr. Hermes wrote Mr. Stapleton a letter, copy of which is attached and marked Exhibit 3. Mr. Hermes again wrote Mr. Stapleton on December 15, 1932, copy of his letter is attached and marked Exhibit 4, and received no answer. On January 23, 1933, Mr. Hermes wrote Mr. Stapleton by registered mail, copy of his letter is attached and marked Exhibit 4, and the return receipt is attached thereto. On March 15, 1933, Mr. Hermes again wrote Mr. Stapleton, copy of his letter being hereto attached and marked Exhibit 5, and again wrote him June 28, 1933, copy of his letter being attached and marked Exhibit 6.

I also attach and mark Exhibit 7 and Exhibit 8 post office return receipts for letters which I sent Mr. Stapleton. I have no copies of them but to the best of my recollection the letter covered by Exhibit 7 demanded payment of the note when due and Exhibit 8 covered a letter demanding payment of the note then past due. All the letters written to Mr. Stapleton were sent to him through the United States Mail with Mr. W. D. Stapleton's name and address plainly marked on the outside envelope and postage prepaid.

(e) I have stated the substance of my letters. They merely demanded payment. I do not recall the exact language used. I have attached copies of Mr. Hermes' letters. I demanded that Mr. Stapleton meet his obligations to me and to William and Arthur Stenzel.

(f) Stapleton replied to some of the demands made on him for payment, others he ignored.

(g) I have the letters he wrote.

(h) I attach his letters sent in reply to demands for payment and mark them Exhibits A-1 to A-6 inclusive. Exhibit A-1 is an answer to me covering demand made in letter shown by registry receipt Exhibit 1. Exhibit A-2 is a letter from Stapleton to me replying to demand made in letter shown by registry receipt Exhibit 2. Exhibit A-3 is a letter to my attorney, from W. D. Stapleton in answer to the letter sent him by my attorney, Mr. Hermes, on December 6, 1932. Exhibit A-4 is a letter from W. D. Stapleton replying to Mr. Hermes' letter of January 23, 1933. Exhibit A-5 is a letter from W. D. Stapleton replying to Mr. Hermes' letter of March 15, 1933. Exhibit A-6 is a letter from W. D. Stapleton replying to Mr. Hermes' letter of June 28, 1933. These 6.

letters from W. D. Stapleton are attached as Exhibits A-1, A-2, A-3, A-4, A-5 and A-6, in response to Interrogatory Five-h.

(i) W. D. Stapleton has never paid his notes to me or any part of them. He is indebted to me for the full face of the notes, viz, \$600.00, with interest and reasonable attorney's fees provided for in the notes.

Sworn to and Subscribed :
before me this 14 :
day of NOVEMBER 1934 :

Lawrence M. Kelly

Alfred J. Senger

ALFRED J. SENGER
244 Fourth Floor, Trust Building
NOTARY PUBLIC
My Commission Expires March 5, 1937

CATHERINE M. KELLY, :
 Complainant : IN THE CIRCUIT COURT OF BALDWIN
 vs. : COUNTY, ALABAMA. IN EQUITY.
 W. D. STAPLETON and LUCILLE : No. 55
 KERSH, :
 Respondents :

CERTIFICATE OF COMMISSIONER

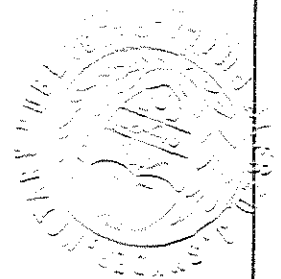
I, ALFRED J. SNYDER, the Commissioner in the commission hereto attached named, do hereby certify that I am personally acquainted with the said witness, Catherine M. Kelly, and know her to be the identical person named in the said commission; that I caused the said witness, Catherine M. Kelly, to come before me at my office in the Fidelity-Philadelphia Building, in the City of Philadelphia, State of Pennsylvania, on the 8 day of ~~NOVEMBER~~ 1934, and she was then and there sworn by me to speak the truth, the whole truth and nothing but the truth in answer to the interrogatories attached to the commission and examined on said interrogatories and I caused her answers to be taken down and transcribed as near as might be in her own language as hereinabove stated and were subscribed by her in my presence on the 14 day of ~~NOVEMBER~~ 1934, at my office in the Fidelity-Philadelphia Building, in the City of Philadelphia, State of Pennsylvania.

I further certify that I am neither of counsel nor of kin to any of the parties to this cause nor in any way interested in the result thereof.

Witness my hand and seal this 14 day of ~~NOVEMBER~~ 1934.

Alfred J. Snyder Seal
 Commissioner

ALFRED J. SNYDER
 24- Fidelity-Phil. Trust Building
 DISTRICT PUBLIC
 Co. Certified to Supreme Court 5, 1937



STATE OF ALABAMA,

BALDWIN COUNTY.

THIS INDENTURE, entered into on this the 23rd day of September, 1931; by and between JAMES H. KELLY and CATHERINE M. KELLY, his wife, as Vendors, and W. D. STAPLETON, as Vendee, WITNESSETH:-

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Vendors have and by these presents do hereby GRANT, BARGAIN, SELL AND CONVEY unto Vendee, the following described land in Baldwin County, Alabama, viz:

That certain piece or parcel of land particularly described as follows, viz:- From Southwest corner of Northeast quarter of Section 29, Township 4 South of Range 2 East, run thence East 203 feet for a point of beginning, thence North 433 feet to Bay Bridge Road, thence North 82½ degrees East 205 feet, thence South 459 feet, thence West 203 feet to beginning, the tract described contains two acres. (Intending to describe and cover by this description the same property as conveyed to Joseph Schneider and William Stenzel by deed from Richard M. Stanton, et. ux. by Deed of Date February 15th, 1928, and as conveyed by Joseph Schneider et. ux. for an undivided one-half interest, to William Stenzel and Arthur Stenzel, by Deed of date June 6th., 1928, said Deeds being of record in the Office of the Judge of Probate of Baldwin County, Alabama, in Deed Book 43 N. S., pages 545-8 and Deed Book 45 N. S., page 123, respectively, and by the said William Stenzel and Arthur Stenzel conveyed to James H. Kelly and Catherine M. Kelly by Deed of date October 11th, 1928 and of record in the Office of the Judge of Probate of Baldwin County, Alabama, in Deed Book 45 N. S., pages 330-1.

Also, all of the equipment, furnishings, utensils, fittings, fixtures, materials, stock, goods and other personal properties belonging to and used in connection with the "Cochrane Bridge Tourist Camp" heretofore conducted by Vendors on the above described real property and now being operated by one Lamar Eubanks.

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

TO HAVE AND TO HOLD, unto the said Vendee, his heirs and assigns, FOREVER. And the Vendors, for themselves and their heirs, executors and administrators hereby covenant and warrant to and with Vendee, his heirs and assigns, that they are seized of an indefeasible estate in fee simple in and to all of said property; that the same are free from all liens or encumbrances, except as hereinafter specifically noted; that they have a good right to sell and convey the same as herein conveyed; that they will guarantee the peaceable possession thereof and that they will and their heirs, executors and administrators shall forever warrant and defend the same unto the Vendee, his heirs and assigns, against the lawful claims of all persons whomsoever.

is expressly reserved by Vendors herein and
A Vendor's Lien is evidenced by two promissory notes, each in the sum of Three Hundred Dollars (\$300.00), drawn to order of vendors by Vendee, and payable at the Baldwin County Bank

(page two)

one and two years after date, respectively, with interest at eight percent, and also the further assumption by Vendee of two certain payments now due upon promissory note of Vendors, payable to order of William Stenzel and now placed with the Bank of Fairhope at Fairhope, Alabama, said payments being due as follows:- One due October 11th, 1931 and one due April 11th, 1932, with interest at the rate of eight percent from date.

Should said Vendee pay all amounts which may become due thereunder, together with the interest thereon, then this conveyance shall be null and void, but if default be made in the payment of said notes or any amount which may become due hereunder, or secured hereby, together with all interest thereon, whether in whole or in part, promptly as the same becomes due, according to the tenor of said notes and the terms hereof, or should there be a failure to fully keep, perform and carry out any of the covenants or agreements herein contained, then in any of said events all amounts due hereunder and secured by this instrument shall automatically and without notice become due and payable at once, and this instrument subject to foreclosure as in the case of past due mortgages, and the said Vendor's, their heirs, assigns, agents or attorneys are hereby authorized and empowered to sell the said property at auction, for cash, at the front door of the Courthouse of Baldwin County, Alabama, after first giving notice of the time, place and purpose of said sale by publication once a week for two consecutive weeks in some newspaper then published in Baldwin County, Alabama; at all such sales made hereunder Vendors, their heirs or assigns, may bid for and purchase said property as if strangers to this instrument; all conveyances of the property so sold, whether purchased by Vendors, their heirs or assigns, or by other parties; shall be executed by the said Vendors, their heirs or assigns, or their attorney or agent, for, in the name of, and as the attorney in fact for the Vendee, and the title so made the Vendee, his heirs, executors and administrators will warrant and defend the same as the title is hereinabove warranted.

From the proceeds of the sale hereunder there shall first be paid all costs and expenses incident thereto, including all reasonable attorneys' fees, next there shall be paid all amounts due hereunder, and the balance, if any, shall be paid over to the Vendors.

IN WITNESS WHEREOF, the said James H. Kelly and Catherine M. Kelly, as Vendors, hereunto set their hands and seals, and W. D. Stapleton, as Vendee, hereunto sets his hand and seal on the day and year first above written.

James H. Kelly SEAL
As Vendor.

Catherine M. Kelly SEAL
As Vendor.

W. D. Stapleton SEAL
As Vendee.

STATE OF ALABAMA,

BALDWIN COUNTY.

I, Reese, a Notary Public in and for said County in said State, hereby certify that James H. Kelly and Catherine M. Kelly, his wife, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

(page two)

WARRANTY DEED WITH VENDOR'S
LIEN.

JAMES H. KELLY and CATHERINE
M. KELLY, his wife,

-to-

W. D. STAPLETON.

LAW OFFICES
HYBART, HEARD
& CHASON
BAY MINETTE, ALABAMA

FOR VALUABLE CONSIDERATION, the undersigned, James H. Kelly, does bargain, sell, convey and deliver to Catherine M. Kelly, all his right, title, interest and claim in and to that vendor's lien reserved in deed from James H. Kelly and Catherine M. Kelly to W. D. Stapleton, dated September 23rd, 1931, and recorded on the records of Baldwin County, Alabama, in deed Book 51 N. S., page 332-3, together with the land therein described and indebtedness thereby secured;

To Have and To Hold to the said Catherine M. Kelly, her heirs and assigns forever.

IN WITNESS WHEREOF, I hereto set my hand and seal this 29 day of May, 1934.

James H. Kelly (SEAL)

STATE OF New York
COUNTY OF New York

ss.
I

I, James MacCrate, a Notary Public in and for said County in said State, hereby certify that James H. Kelly, 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, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29 day of May, 1934.

James MacCrate
Notary Public,

JAMES MACCRATE
NOTARY PUBLIC, Kings County
Kings Co. Clk. No. 424 Reg. No. 5184
N.Y. Co. Clk. No. 426 Reg. No. 68323
Commission expires March 28, 1935

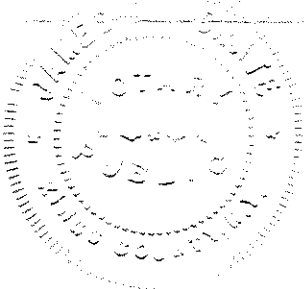
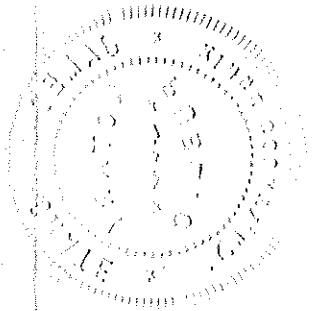


Exhibit A

Transfer V/Lien
James H. Kelly
to
Catherine M. Kelly
5/2/34 47



State of Alabama,
Baldwin County.

Probate Court.
AUG 18 1937

Filed in office this 1st day of June
1934, at 1:20 PM and duly recorded
in Deed Book No. 6275 at page 518
and I certify that \$ etc. Deed
tax and \$ etc. Divor tax, has
been paid as required by law.

Chas. E. Linton
Judge of Probate

RS Luck

(40)

December 6, 1932.

Mr. W. D. Stapleton,
Bay Minette, Alabama.

Dear Sir:

I represent Mrs. Catherine M. Kelly, the holder of two notes made by you dated September 23, 1931, each in the sum of \$300., one payable one year after date and the other two years after date. The note due September 23, 1932, was presented for payment but not paid.

Mrs. Kelly has given me your letters of July 30 and November 14, 1932, in which you state you are unable to pay in full at the present time. If you will send a check on account in the sum of \$100. and on the first day of each month thereafter remit the sum of \$50., such sums will be accepted on account of the note which matured September 23, 1932.

It is understood, however, the acceptance of periodical payments shall not in any way affect or invalidate any of the provisions of the notes or the indenture dated September 23, 1931, and that Mrs. Kelly retains her full rights thereunder.

This arrangement applies only to the note due September 23, 1932. The note due September 23, 1933, is to be paid when due, unless Mrs. Kelly agrees to some modification of its terms.

Very truly yours,
BRYAN A. HERMES (SG/10)

BAH:JL

Stapleton = 5 L.
Q. list "3"

December 15, 1932.

Mr. W. D. Stapleton,
Bay Minette, Ala.

Dear Mr. Stapleton:

Mrs. Catherine M. Kelly has authorized me to accept the sum of \$25. per month plus interest on the unpaid balance until the note due September 23, 1932, is paid, payments to begin January 1, 1933, provided you will immediately forward a check in the sum of \$60. covering arrearage of interest. The payments will be accepted under the terms stated in my letter of December 6, 1932.

Very truly yours,

BRYAN A. HERNIES (SOD)

BAH:JL

Integration - 50

B. J. L. 1.15

January 23, 1933.

Mr. W. D. Stapleton,
Bay Minette, Ala.

Dear Mr. Stapleton:

May I ask you to give me an immediate response
to my letter of December 15, 1932, in regard to the note
held by Mrs. Catherine M. Kelly.

Very truly yours,

BRYAN A HERMES (signed)

BAH:JL

Registered Mail
Return Receipt
Requested

Investigation - 5 D.

Per Unit 44

March 15, 1933.

Mr. W. D. Stapleton,
Bay Minette, Ala.

Dear Mr. Stapleton:

I have heard nothing from you with regard to your indebtedness to Catherine M. Kelly.

You know, of course, these notes drawn to the order of herself and her husband were endorsed by her husband and all his rights therein were assigned to her.

Unless you promptly remit in accordance with your previous communications suit will be instituted on these obligations.

Very truly yours,
BRYAN A. HERMES (SGD.)

BAH:JL

Exempted - 52
Exempted - 15

June 28, 1933.

Mr. W. D. Stapleton,
Bay Minette, Ala.

Dear Sir:

Some time ago you made a definite promise with reference to your obligation to Mrs. Catherine M. Kelly. The promise has not been kept.

I would appreciate your definitely advising me what you intend to do about this matter. If taxes have been paid please forward the receipts.

Very truly yours,

BRYANA HERMES (SGD)

BAH:JL

(Handwritten signature)

(Handwritten signature)



ESTABLISHED 1808

Atlas Assurance Company Limited

OF LONDON

STAPLETON INS. AGENCY, INC.

AGENTS

BAY MINETTE, ALA.

RICHARD T. BUTLER, ASSISTANT MANAGER
JAMES M'FADDEN, SECRETARY
THOMAS F. MYRING, SECRETARY

July 30, 1932.

Mrs. C. M. Kelly
c-o St. John's Rectory
State Road & Ardmore Avenue
Gladwyne, Pa.

Dear Madam:

I am in receipt of your letter of
27th regarding my note in your favor due September 23,
1932.

I will say I am trying to arrange the
finances on the date due and if so, I will send you a
check for the amount. I will appreciate it however, if
you could arrange to carry this note over for me and
let me pay about \$25.00 per month on the note. You
know times are hard and the camp has been a losing
proposition ever since I have had it. I have spent
over \$1000.00 improvements and have not taken in
enough to pay operating expenses as yet.

If you can favor me with the monthly pay-
ments, I will certainly appreciate it.

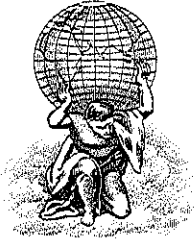
Yours very truly,

A large, stylized handwritten signature in dark ink, appearing to read 'W. D. Stapleton'.

W. D. STAPLETON.

WDS/s

Exhibit A-1



ESTABLISHED 1808

RICHARD T. BUTLER, ASSISTANT MANAGER
JAMES M'FADDEN, SECRETARY
THOMAS F. MYRING, SECRETARY

Atlas Assurance Company Limited
OF LONDON

STAPLETON INS. AGENCY, INC.

AGENTS

BAY MINETTE, ALA.

Nov. 14, 1932.

Mrs. C. M. Kelly
State Rd & Ardmore Ave.
Gladwyne, Pa.

Dear Madam:

I am just in receipt of your letter of 4th for the reason I have been away from Bay Minette for the past week or ten days.

I am unable to pay the note in full at this time but as I wrote you sometime ago I could take care of it at \$5.00 per month. You doubtless know conditions, and I will appreciate it if you will allow me to take up the note in monthly payments. I have sufficient money due me to pay the note in full but it is just impossible to collect it and I am doing the very best I can, giving and taking with my obligations.

It seems we all must pull together these times otherwise we will all be the loser in the end. I certainly want to do what is right, and am willing to make every effort possible to pay you the amount due and I can do so by monthly payments.

I certainly hope you will accept this proposition and will let me hear from you.

Yours very truly,


W. D. STAPLETON.

WDS/s.

GULF COAST REALTY HOLDINGS Co.

(BALDWIN COUNTY ON THE GULF)

REAL ESTATE, RENTALS, LOANS, INSURANCE

TELEPHONE 109

P. O. BOX 6

BAY MINETTE, ALABAMA

FARM LANDS
TIMBER LANDS
CUT-OVER LANDS
COLONIZATION TRACTS
OIL AND GAS LEASES
EXCHANGES

TOWN PROPERTIES
WATER-FRONT HOMES
LOTS, BATHING, BOATING
AND FISHING RESORTS
CLUB SITES
BUSINESS CHANCES

December 9, 1932.

Hon. Bryan A. Hernes
744 Fidelity Building
Philadelphia, Pa.

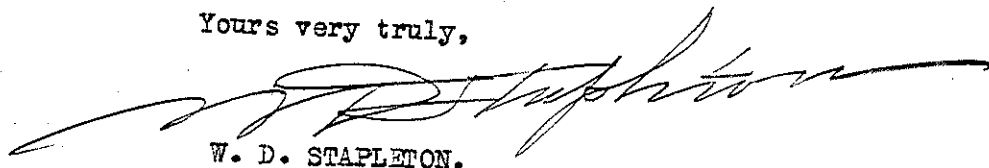
Dear Sir:

I am in receipt of your letter of 6th regarding a \$300.00 note in favor of Mrs. Catherine M. Kelly, due September 23, 1932.

I will say right at this time it is impossible for me to send you a check for \$100.00. I wrote Mrs. Kelly that I could pay \$25.00 per month on this note but it seems that is the very best I can do at this time. It may be I can send \$100.00 around January 1, for I have money due me at that time that I could apply on the note but collecting in money at this time is a very uncertain proposition and I would not like to promise it definitely. I think it would be better for Mrs. Kelly if she would accept the \$25.00 per month on this note for I believe she would get the money quicker this way than if she attempted foreclosure proceedings. I will ask that you again take the matter up with Mrs. Kelly and see if you can get her to accede to the \$25.00 per month payment, for this is the only sure amount that I can pay her. I will do better if I possibly can.

I shall await your reply.

Yours very truly,



W. D. STAPLETON.

WDS/s.

SUB DIVISIONS
CITY LOTS
RESIDENCES
RENTALS

Gulf Coast Realty Holdings Company

P. O. BOX 505

TIMBER LANDS
CUT-OVER LANDS
WATER-FRONT
FARMS

Bay Minette, Ala.

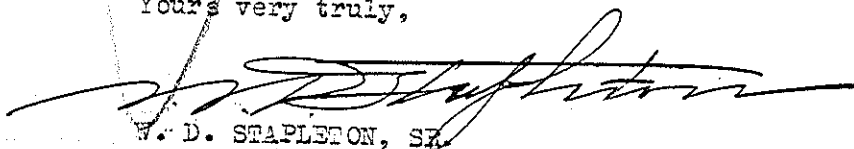
February 10, 1933.

Hon. Bryan A. Hermes
744 Fidelity Building
Philadelphia, Pa.

Dear Sir:

Replying to your letter of January 23, in further reference to the Katherine M. Kelly note and mortgage, beg to say I have been expecting funds in every day with which to make the payments as suggested, however, they have been delayed. I certainly expect some funds in next week, and hope you can hold up matters until that time.

Yours very truly,



W. D. STAPLETON, SR.

WDS Sr:s.

Exhibit A-4

GULF COAST REALTY HOLDINGS Co.

(BALDWIN COUNTY ON THE GULF)

REAL ESTATE, RENTALS, LOANS, INSURANCE

TELEPHONE 109

P. O. BOX 6

BAY MINETTE, ALABAMA

FARM LANDS
TIMBER LANDS
CUT-OVER LANDS
COLONIZATION TRACTS
OIL AND GAS LEASES
EXCHANGES

TOWN PROPERTIES
WATER-FRONT HOMES
LOTS, BATHING, BOATING
AND FISHING RESORTS
CLUB SITES
BUSINESS CHANCES

March 18, 1933.

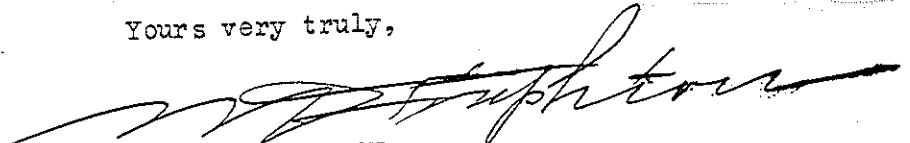
Mr. Bryan A. Hermes
744 Fidelity Pennsylvania Bldg.
Philadelphia, Pennsylvania.

Dear Sir:

I am in receipt of your letter of 15th in further reference to the Catherine M. Kelly note which is now some months past due.

I am making every effort possible to meet this note and hope to have the funds within the next thirty days with which to pay the note in full. If I cannot pay it in full I feel sure I can pay at least half of it at that time. Of course, if you feel it is to the interest of Mrs. Kelly to start foreclosure, of course, I cannot raise any serious objection. However, I think you will get your money much sooner without taking these steps.

Yours very truly,



W. D. STAPLETON.

WDS/s.

Ev. h. k. + A. J.

STAPLETON
PRESIDENT



WM. M. RAPP
VICE PRESIDENT

PYROIL AGENCY INCORPORATED

MARKETERS OF HEAT-PROOF LUBRICANTS

MOBILE, ALABAMA, U. S. A.

July 5, 1933.

Hon. Bryan A. Hermes
744 Fidelity-Philadelphia Bldg.
Philadelphia, Pa.

Dear Sir:

I am in receipt of your letter of June 28, in further reference to the past due notes that I owe Mrs. Catherine M. Kelly.

I know I made the promise to make payments on this indebtedness and feel sure that I could do so but people have fallen down on promises made me for the necessary funds to make the payments. However, I am getting things in better shape. In fact, I believe within the next thirty days I have a party who will take up her indebtedness in full. I expect to see him Saturday and it may be I can write you something definite the early part of the week.

This obligation has worried me no little bit and I hope that I will be able to dispose of the place for sufficient amount to pay the balance due and if I get just the amount I owe her I will feel I have done exceedingly well for since this place was bought property has depreciated in value more than 50%.

I will let you hear from me again within the next two or three days.

Yours very truly,

A handwritten signature in cursive script, appearing to read "W. D. Stapleton", is written over a horizontal line.

W. D. STAPLETON.

WDS/s.

The State of Alabama, }
Baldwin County

CIRCUIT COURT

To Mr. Alfred J. Snyder,

Fidelity Philadelphia Building,

Philadelphia, Pennsylvania.

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 Catherine M. Kelly

as witnesses in behalf of Complainant in a cause pending in our Circuit

Court of Baldwin County, of said State, wherein

Catherine M. Kelly

Complainant

and W.D. Stapleton, & Lucille Kersh

Defendant,

on oath to be by you administered, upon them

to take and certify the deposition... of the witness.... and return the same to our Court, with all convenient speed, under your hand.

Witness 6th day of October 19 34

COMMISSIONER'S FEE, \$ 10.00

WITNESS' FEES, \$ NONE

W. D. Stapleton
REGISTER

NO. _____

The State of Alabama

BALDWIN COUNTY

CIRCUIT COURT

Catherine M. Kelly

vs. Complainant

W. D. Stapleton, &

Lucille Kersh

Defendant

COMMISSION TO TAKE DEPOSITION

COMMISSIONER:

Mr. Alfred J. Snyder

WITNESSES:

The State of Alabama, {
Baldwin County

CIRCUIT COURT

To Miss Louise Gordon. Mobile, Alabama.

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 on interrogatories hereto attached, Ruth Macdonald, Tina Miller, and examine

J. M. Franklin, Hubert Hall and J.B. Blackburn

as witnesses in behalf of Complainant in a cause pending in our Circuit Court of Baldwin County, of said State, wherein Catherine M. Kelley

and ~~Exhibit Kersik~~ W. D. Stapleton et al Complainant

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

Witness 26th day of October 1934.

M. A. Stone

REGISTER

COMMISSIONER'S FEE, \$ 20.00

WITNESS' FEES, \$ _____

NO. _____

The State of Alabama
BALDWIN COUNTY
CIRCUIT COURT

vs. Complainant

Defendant

COMMISSION TO TAKE DEPOSITION

COMMISSIONER:

WITNESSES:

CATHERINE M. KELLY,

Complainant,

vs

W. D. STAPLETON and LUCILLE
KERSH, et al,

Respondents.

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

No. 55

TO ANY SHERIFF OF THE STATE OF ALABAMA - GREETING:-

You are hereby commanded to serve a copy of the enclosed notices and interrogatories on Beebe and Hall as Attorneys for W. D. Stapleton and Lucille Kersh and a copy on the Baldwin County Bank, a Corporation, and make return to this office.

Dated this 10th day of October, 1934.

M. A. Stone
REGISTER IN CHANCERY, CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

CATHERINE M. KELLY,

Complainant,

vs

W. D. STAPLETON & LUCILLE
KERSH,

Respondent.

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

No. 55

TO THE RESPONDENTS, LUCILLE KERSH, W. D. STAPLETON, AND THE BALDWIN COUNTY BANK, or TO THEIR SOLICITORS: BEEBE & HALL, SOLICITORS FOR W. D. STAPLETON AND LUCILLE KERSH, and J. B. BLACKBURN, SOLICITOR FOR THE BALDWIN COUNTY BANK:

You are hereby given notice that the Complainant in the foregoing cause has propounded the ^{attached} ~~foregoing~~ interrogatories to Ruth Macdonald, Tina Miller, J. M. Franklin, Hubert Hall and J. B. Blackburn; that the said witnesses are material witnesses for complainant in said cause and that their answers to said interrogatories when taken will be used by Complainant in said cause. You are given further notice that the witness, Ruth Macdonald, resides at Mobile, Alabama; that Tina Miller resides at Daphne, Alabama, and that J. M. Franklin, Hubert Hall and J. B. Blackburn all reside at Bay Minette, Alabama.

You are given further notice that after ten days from this date commission will issue to ~~the said~~ ^{John H. Allen} ~~James L. Condon~~ to take the answers of said witnesses to said interrogatories.

Dated this 10 day of October, 1934.

J. M. A. Stone
REGISTER IN CHANCERY, CIRCUIT COURT,
BALDWIN COUNTY, ALABAMA.

CATHERINE M. KELLY,

Complainant,

vs

W. D. STAPLETON & LUCILLE
KERSH,

Respondent.

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

No. 55

TO THE RESPONDENTS, LUCILLE KERSH, W. D. STAPLETON, AND THE
BALDWIN COUNTY BANK, or TO THEIR SOLICITORS: BEEBE & HALL, SOLIC-
ITORS FOR W. D. STAPLETON AND LUCILLE KERSH, and J. B. BLACKBURN,
SOLICITOR FOR THE BALDWIN COUNTY BANK:

You are hereby given notice that the Complainant in
the foregoing cause has propounded the ^{attached} ~~foregoing~~ interrogatories
to Ruth Macdonald, Tina Miller, J. M. Franklin, Hubert Hall, and
J. B. Blackburn; that the said witnesses are material witnesses
for complainant in said cause and that their answers to said in-
terrogatories when taken will be used by Complainant in said cause.
You are given further notice that the witness, Ruth Macdonald, re-
sides at Mobile, Alabama; that Tina Miller resides at Daphne, Ala-
bama, and that J. M. Franklin, Hubert Hall and J. B. Blackburn
all reside at Bay Minette, Alabama.

You are given further notice that after ten days from
this date commission will issue to ~~John M. Allen~~ ^{Lewis Gandy}
to take the answers of said witnesses to said interrogatories.

Dated this 10th day of October, 1934.

B. F. McMillan Jr.
SOLICITOR FOR COMPLAINANT.

CATHERINE M. KELLY,

Complainant,

vs

W. D. STAPLETON & LUCILLE
KERSH,

Respondents.

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

No. 55

INTERROGATORIES TO BE PROPOUNDED BY COMPLAINANT
TO RUTH MACDONALD, WHO LIVES IN MOBILE, ALABAMA; TINA MILLER, WHO
LIVES AT DAPHNE, ALABAMA; J. M. FRANKLIN, WHO LIVES AT BAY MINETTE,
ALABAMA; HUBERT HALL, WHO LIVES AT BAY MINETTE, ALABAMA; and J. B.
BLACKBURN WHO LIVES AT BAY MINETTE, ALABAMA.
WHO ARE MATERIAL WITNESSES FOR COMPLAINANT IN THE FOREGOING CAUSE
AND WHOSE TESTIMONY WHEN TAKEN WILL BE USED BY THE PLAINTIFF IN THE
TRIAL OF SAID CAUSE:

INTERROGATORIES TO RUTH MACDONALD

1. What is your name, age and residence and occupation?

(b) Do you know W. D. Stapleton, Lucille Kersh and W. D. Stapleton, Jr.,? If so where did you know them?

2. Did you on to-wit; March 29th, 1934, act as reporter in taking down the evidence of W. D. Stapleton, Lucille Kersh and W. D. Stapleton, Jr., in the Court of J. M. Franklin at Bay Minette, Alabama in the cause Lucille Kersh vs Tina Miller, who were witnesses in said cause. Did you take down in shorthand the answers of said witnesses to the questions asked them exactly as the witnesses stated those answers? Were the said witnesses sworn before making answers to those questions? Did you transcribe your notes of the answers of said witnesses to the questions asked them, on the typewriter? Have you a transcript of the evidence of said witnesses to such questions then asked them? Does such transcript show exactly and correctly what the witnesses answered to the questions asked them?

3.-(a) Do you remember this question being asked the witness, Mrs. Lucille Kersh: "The rent on the property was payable how?" What was her answer?

(b) Do you remember this question being asked her: "Since purchasing the mortgage and up to January of this year, you have been collecting thirty dollars a month?" What was her answer?

(c) Do you remember this question being asked her: "Your father has been collecting for you ever since you purchased the mortgage?" What was her answer?

(d) Do you remember this question being asked her: "He was your agent to rent the property and has been agent since you purchased the mortgage?" What was her answer?

(e) Do you remember this question being asked her: "But it was rented for you by your father from the date of this transfer from your brother until January of this year?" What was her answer?

(f) Do you remember this question being asked her: "And this money he collected for this rent, any of that apply toward the board?" What was her answer?

4. (a) Was W. D. Stapleton a sworn witness and did he testify in the said cause pending before J. M. Franklin?

(b) Do you remember this question being asked him: "During the time of the purchase of the transfer and up until now in what capacity have you acted for her?" What was his answer?

(c) Do you remember this question being asked him: "In the exercise of your agency did you from time to time go to Mr. Miller and collect rent?" What was his answer?

(d) Do you remember this question being asked him: "You were renting it for W. D. Stapleton, Jr.," What was his answer?

(e) Do you remember this question being asked him: "The money for rent after that mortgage was transferred to him was collected for him until he sold to Mrs. Kersh?" What was his answer?

(f) Do you remember this question being asked him: "After he bought it the rents were his and he continued to collect the rents?" What was his answer?

(g) Do you remember this question being asked him: "How much a month did you collect?" What was his answer?

(h) Do you remember this question being asked him: "But you did eventually get the thirty dollars?" What was his answer?

(i) Do you remember this question being asked him: "After Mrs. Kersh purchased from W. D. Stapleton, Jr., you collected the rent?" What was his answer?

(j) Do you remember this question being asked him: "You were her agent in collecting the rents?" What was his answer?

(k) Do you remember this question being asked him: "Since June 20th, 1932, or the day of the transfer, you have collected \$30.00 a month as rent during that time?" What was his answer?

(l) Do you remember this question being asked him: "You could get it by calculating the number of months at thirty dollars per month?" What was his answer?

(m) Do you remember this question being asked him: "When W. D. Stapleton, Jr., transferred that mortgage to Mrs. Kersh, was he fully paid for his interest?" What was his answer?

4. (a) Did you hear W. D. Stapleton, Jr., testify at the trial before Judge Franklin referred to?

(b) Who purchased that mortgage from Kelly to Stenzel on or about the 26th day of May, 1932? Whatever date the paper bears? What was his answer?

(c) Did you hear this question asked him: "You have or your father for you have been collecting rents ever since that date?" What was his answer?

(d) Did you hear this question asked him: "You know how much altogether you collected?" What was his answer?

(e) Did you hear this question asked him: "But the collections were made for you?" What was his answer?

(f) Did you hear this question asked him: "And he had authority to collect rent for you?" What was his answer?

(g) Did you hear this question asked him: "You continued to collect rent from the time you purchased the mortgage until you sold the mortgage to your sister?" What was his answer?

(h) Did you hear this question then asked him: "Have you?" What was his answer?

(i) Did you hear this question then asked him: "At thirty dollars a month?" What was his answer?

(j) Did you hear this question then asked him: "And thirty dollars a month is a reasonable rental?" What was his answer?

6. Have you in your possession an exact transcript of the evidence of W. D. Stapleton, Mrs. Lucille Kersh and W. D. Stapleton, Jr., in the said trial before J. M. Franklin? Does said transcript show exactly the questions asked the said witnesses and their answers? Is said transcript correct? Attach the said transcript to your answers and mark the same Exhibit "A".

INTERROGATORIES TO TINA MILLER.

1. How long have you as tenant, occupied the property in Baldwin County, Alabama, described as follows, viz: "From the Southwest corner of the Northeast quarter of Section 29, Township 4 South, Range 2 East, run east 203 feet for a point of beginning; thence north 433 feet to Bay Bridge Road, thence north 82½ degrees, east 205 feet; thence south 459 feet; thence west 203 feet to the beginning." The tract described contains two acres in Baldwin County, Alabama. When did you commence to occupy said property as tenant and at how much rent per month? How much rent have you paid on said property and to whom did you pay it.
2. Is said property known as "The Tourist Camp?"

INTERROGATORIES TO J. M. FRANKLIN.

1. Are you a Justice of the Peace in Baldwin County, Alabama, and were ~~xxxxx~~ you such Justice of the Peace throughout the year of 1934?
2. Did Lucille Kersh commence an action in your court against Tina Miller to collect rent on property known as the Tourist Camp for the months of January and February of 1934?
3. Attach the complaint filed in said cause or a copy thereof to your answers and mark Exhibit B.
4. Did Lucille Kersh later commence an action of unlawful detainer against Tina Miller in your court? If so attach the complaint or a copy thereof to your answers and mark Exhibit C.
5. Did you ^{hear} ~~xxx~~ W. D. Stapleton, Lucille Kersh and W. D. Stapleton, Jr.; testify in the unlawful detainer suit above referred to? Who did they say the rent was paid to? Did they or not say that W. D. Stapleton was their agent in renting said property during the time they held the mortgage from Kelly to Stenzel as transferees? Did or not each of them testify that W. D. Stapleton was their agent in collecting rents and that he was authorized to collect rents for them?

INTERROGATORIES TO J. B. BLACKBURN AND
HUBERT HALL.

1. Were you present at the trial of the unlawful detainer suit before J. M. Franklin in the cause of Lucille Kersh vs Tina Miller on to-wit; March 29th, 1934? Did you hear W. D. Stapleton, Lucille Kersh and W.D. Stapleton, Jr., testify as witnesses in said cause? Do you remember who they testified W. D. Stapleton was collecting rents for? Do you remember who they testified W. D. Stapleton in collecting such rents was acting as agent for? If so state. Do you remember how much rent per month they stated he collected and if so state?

B. Y. McMillan, Jr.
ATTORNEY FOR COMPLAINANT

STATE OF ALABAMA, |
COUNTY OF MOBILE. |

Before me, John H. Allen, a Notary Public in and for said State and County, personally appeared B.F. McMillan, Jr., who is known to me and who being sworn says: Affiant is solicitor for Catherine M. Kelly in suit filed by her on the Equity side of the Circuit Court of Baldwin County, Alabama, entitled "Catherine M. Kelly vs W. D. Stapleton and Lucille Kersh and numbered 55 on the docket of said court; that as solicitor for plaintiff affiant has propounded the foregoing interrogatories to Ruth Macdonald, who resides at Mobile, Ala.,

Tina Miller, who resides at Daphne, Alabama, and J. M. Franklin, Hubert Hall and J. B. Blackburn who reside at Bay Minette, Alabama; That the said witnesses are material witnesses for the complainant in said cause and that their answers to the said interrogatories when taken will be used by complainant in said cause. The residences of said witnesses are as herein stated.

B. F. Lee Miller Jr.

Sworn to and subscribed before me this 10th day of October, 1934.

Julia P. McMillan
Notary Public, Mobile County, Alabama.

Complainant suggests the name of John Wallace Davis Loday who resides at Mobile, Alabama, as a suitable person to act as Commissioner in taking the answers of said witnesses to the afore-said interrogatories.

B. F. Lee Miller Jr.
SOLICITOR FOR COMPLAINANT.

RECORDED

Catherine M. Kelly

V-S

W D Stapleton and
Lucile Kersh

Interrogatories

RECORDED

Major V. M.
4661 10170 PMF

Executed by
serving copy of
within interrogatories
on H. M. Hall of
the law firm of
Beck & Hall and copy
on G. B. Blackburn
attorney for Baldwin
County Bank this
the 12th 1934

RECORDED

W R Stuart
shuiff
By M B Hamilton
AS

filed Oct 12 1934

M A Stone
Register

CATHERINE M. KELLY,	I	
Complainant,	I	
vs	I	IN THE CIRCUIT COURT OF BALDWIN
W. D. STAPLETON, et al,	I	COUNTY, ALABAMA. IN EQUITY.
Respondents.	I	No. <u>55</u> .

I, Louise Gordon, the Commissioner named in the commission hereto attached, do hereby certify that I caused Ruth Macdonald, the witness named in said commission to come before me at room 805 of the Van Antwerp Building, Mobile, Alabama, on the day of October, 1934; that the witness was then and there duly sworn true answers to make to the interrogatories propounded to her and examined by me on said interrogatories and did testify and depose as follows:

ONE.

My name is Ruth Macdonald, I am twenty-five years of age. I reside in Mobile, Alabama, and I am a stenographer. B. I know W. D. Stapleton and have met Lucille Kersh and W. D. Stapleton, Jr., I have seen W. D. Stapleton, Sr., on various occasions but cannot just now re-call on what occasions I have seen him. I did however, see both W. D. Stapleton, Sr., Lucille Kersh and W. D. Stapleton, Jr., on March 29th, 1934.

TWO.

On that date I saw them in the Justice of the Peace Court of J. M. Franklin at Bay Minette and at the trial of the cause of Lucille Kersh vs Tena Miller. I acted as reporter in said cause. The said witnesses were sworn and testified as witnesses in said cause. I took down the testimony of said witnesses in short-hand and wrote out the questions asked said witnesses and their answers exactly as the witnesses stated those answers. The said witnesses were sworn before making their answers to the questions asked them and I wrote their answers on the typewriter; I have a transcript of the evidence of the said witnesses to such questions

as were then asked them and the transcript shows exactly and correctly what the witnesses answered to the questions asked them.

THREE.

3-A I do remember the question stated in this sub-division being asked Mrs. Lucille Kersh. Her answer was "Monthly."

3-B. I do remember the question stated in this sub-division being asked Mrs. Kersh. Her answer was: "I left that up to him."

3-C. I do remember the question stated in this sub-division being asked Mrs. Kersh: Her answer was: "Yes, sir."

3-D. I do remember the question stated in this sub-division being asked Mrs. Kersh. Her answer was: "Yes, sir."

3-E. I do remember the question stated in this sub-division being asked Mrs. Kersh. Her answer was: "Yes, sir."

3-F. I do remember the question stated in this sub-division being asked Mrs. Kersh. Her answer was: "Yes."

FOUR

W. D. Stapleton was sworn as a witness and he testified in the cause before J. M. Franklin.

4-B. I do remember the question stated in this sub-division being asked W. D. Stapleton. His answer was: "I have been her agent."

4-C. I do remember the question stated in this sub-division being asked W. D. Stapleton. His answer was, "Yes, sir."

4-D. I do remember the question stated in this sub-division of the interrogatory being asked W. D. Stapleton; His answer was: "I had it awhile and when he took up the mortgage I transferred it to him."

4-E. I do remember the question stated in this sub-division of the interrogatory being asked W. D. Stapleton. His answer was: "Yes, sir."

4-F. I do remember the question stated in this sub-division of the interrogatory being asked W. D. Stapleton. His answer was: "I collected them for him. He and Mr. Miller had a row or two and he wouldn't go back and I had to go look after it."

4-G. I do remember the question stated in this sub-division of the interrogatory being asked W. D. Stapleton. His answer was "Thirty dollars by piece-meal."

4-H. I do remember the question stated in this subdivision of the interrogatory being asked W. D. Stapleton. His answer was: "I rented it for \$35.00, but they put up such a poor mouth and I had to cut it to \$30.00."

4-I. I do remember the question stated in this sub-division of the interrogatory being asked W. D. Stapleton. His answer was: "I collected all the rents."

4-J. I do remember the question stated in this sub-division of the interrogatory being asked W. D. Stapleton; His answer was: # "Yes, sir."

4-K. I do remember the question stated in this sub-division of the interrogatory being asked W. D. Stapleton: His answer was: "Yes."

4-L. I do remember the question stated in this sub-division of the interrogatory being asked W. D. Stapleton. His answer was: "Yes."

4-M. I do remember the question stated in this sub-division of the interrogatory being asked W. D. Stapleton. His answer was: "I guess so."

FOUR.

A. I did hear W. D. Stapleton, Jr., testify at the said trial before Judge Franklin.

B. I heard him asked the question stated in sub-division B. of the interrogatory. His answer was "You say did I?" "I don't remember when I purchased it."

C. I heard him asked the question stated in sub-division C of the interrogatory. His answer was: "Yes and No. I have been getting gas down there to apply on the rent."

D. I heard him asked the question stated in this sub-division of the interrogatory. His answer was "No, I don't. My father, the agent, is keeping up with all that."

E. I heard him asked the question stated in this sub-division of the interrogatory. His answer was "Yes."

F. I heard him asked the question stated in this sub-division of the interrogatory. His answer was "Yes."

G. I heard him asked the question stated in this sub-division of the interrogatory: His answer was "My father, as agent, did."

H. I heard him asked the question stated in this sub-division of the interrogatory. His answer was: "Yes."

I. I heard him asked the question stated in this sub-division of the interrogatory. His answer was: "Yes."

J. I heard him asked the question stated in this sub-division of the interrogatory. His answer was: ~~xxxx~~, "I think so."

SIXTH.

Answering Interrogatory Numbered Six, the witness says:

I have in my possession an exact transcript of the evidence of W. D. Stapleton, Mrs. Lucille Kersh and W. D. Stapleton, Jr., in the trial before Judge J. M. Franklin. The transcript shows exactly and correctly the questions asked the said witnesses and their answers. The transcript is correct and I attach it to my answers and mark it Exhibit A.

Ruth Macdonald

DEPOSITION OF TIMA MILLER.

To the First Interrogatory she says:

I was tenant and occupied the premises described in these interrogatories from July, 1932, to the present time. W. D. Stapleton rented the property to me and he swore in trial in unlawful detainer filed against me by Mrs. Lucile Kersh that he rented the property and collected the rent as agent for Mrs. Lucile Kersh and Mrs. Kersh swore to the same thing. I commenced to occupy the premises in July of 1932 and I paid Mr. W. D. Stapleton thirty dollars per month from that date until January 1st, 1934. I paid him thirty dollars a month and in aggregate \$540.00. Mrs. Kersh in the trial said that Mr. Stapleton was collecting this rent as her agent and that he had authority to collect the rent for her.

In the Second Interrogatory she says:

This property is known as and called the Tourist Camp.

Tima Miller

LUCILLE KIRSH,

Plaintiff,

vs

TINA MILLER,

Defendant.

IN THE JUSTICE COURT OF

J. M. FRANKLIN, ESQ.,

Before trial was entered upon on March 29th, 1934, the defendant's attorney stated to the court that defendant had sworn out a writ of mandamus asking for the immediate issuance of the alternative writ, before the Judge of the Circuit Court; The paper has been in Judge Hare's hands since Tuesday of this week and he has probably signed it, but it hasn't yet come back to the Circuit Court; If it is signed, whether filed or not, it would prohibit further procedure in this case until heard and if the writ has been signed, any judgment rendered by the court thereafter would be null and void. The Justice of the Peace, Franklin, stated that he had no feeling in the matter, overruled the motion, and proceeded to try the cause.

P Plaintiff then introduced certain documents in evidence.

Defendant's counsel then stated: The defendant appears specially for the purpose of this motion and limiting her appearance to the motion, respectfully moves that J. M. Franklin as Justice of the Peace, certify his incompetency in this case and to recuse himself from the trial of the case because he is related to plaintiff within the Fourth degree of consanguinity or affinity. The Justice Franklin then refused the motion and the trial proceeded:

LUCILLE KIRSH

Direct-Examination by Mr. Hall.

Q. You are Mrs. Lucille Kirsh?

A. Yes.

Q. You are plaintiff in the cause at issue, that is, Lucille Kirsh vs Tina Miller?

A. Yes, sir.

Q. Mrs. Kirsh, are you the owner of the property which is now and has been for sometime occupied by Mrs. Tina Miller, known as

the Travelers' Tourist Camp?

A. Yes, sir.

Q. How long have you owned that property?

A. I don't remember.

Q. This is the deed, that is the foreclosure deed, where the property is located?

A. Yes, sir:

Q. Mrs. Kirsh, has Mrs. Miller paid you any rent for this property since January 1st?

A. No, sir.

Q. The rent on this property was payable how?

A. Monthly

Q. And she has failed or refused to pay any rent to you as owner of the property?

A. Yes, sir.

Q. And she still refuses to pay and has refused to move off the property in response to your notice?

A. Yes, sir:

Cross-Examination by B.F. McMillan.

Q. Mrs. Kirsh, who is William Stenzel?

A. I don't know.

Q. You ever seen him?

A. Not that I know of.

✓ Q. It was you who purchased the mortgage from W. D. Stapleton, Jr. on January 20th, 1933?

A. Yes, sir.

Q. You make that purchase yourself?

A. No, sir.

✓ Q. Who made the purchase?

A. My father?

Q. W. D. Stapleton, Sr.,?

A. Yes, sir.

Q. Did you give him the money?

A. Yes, sir.

Q. How much money did you give him?

✓ A. I didn't give it all to him in one amount.

Q. How much did you give him.

✓ A. I gave it when I could.

Q. How Much?

A. I don't remember.

Q. How did you pay the money by check or in cash?

A. In cash.

Q. You paid it all in cash?

A. Yes, sir.

Q. How much did you give him each time?

A. I don't remember.

Q. You ever give him as much as ten dollars at one time?

A. Yes, sir.

✓ Q. How much initial payment did you make?

A. I don't remember.

Q. Did you have a bank account?

A. No, sir, not at that time.

Q. Did any of his money go to pay for this mortgage?

A. I don't think so.

✓ Q. Was the mortgage - when did you make the first payment? Was it on the date of the transfer?

A. I don't know whether it was exactly the date or not.

✓ Q. Did you ever see the transfer itself?

A. No, sir, I left it all in his hands.

Q. In your father's hands?

A. Yes, sir.

Q. The hands of W. D. Stapleton, Sr.,?

A. Yes, sir.

✓ Q. Who presented the idea to you of buying the property?

A. Well, we discussed it, my husband and I and my father.

Q. Who presented it to you and your husband?

A. Well, we decided it would be a good investment.

Q. Who first suggested the investment?

A. My husband and I.

Q. Did you know the property?

A. Oh, yes.

Q. How much did the property rent for?

A. I don't know much about that part of it, I just knew I would like to own it.

✓ Q. You don't know how much the property rented for?

A. No.

Q. Since purchasing the mortgage and up to January of this year you have been collecting thirty dollars a month?

A. I left that up to him?

Q. To your father?

A. Yes, sir.

Q. Your father has been collecting for you ever since you purchased the mortgage?

A. Yes, sir.

Q. Ever pay the rent to you?

A. Not all. He gave it to me as I wanted it.

Q. He was your agent to rent the property and has been agent since you purchased the mortgage?

A. Yes, sir.

Q. Who did you purchase it from?

A. W. D. Stapleton, Jr.,

Q. That was June 20th, 1933?

A. Yes.

✓ Q. How much did you agree to give for the mortgage?

A. I just agreed to pay him along as I could.

Q. No definite amount was to be paid?

A. No.

Q. Who arranged that?

A. My father.

Q. And it was just your father, husband and yourself?

A. Yes, sir.

Q. Your brother had nothing to do with it?

A. Why, we all talked it over.

Q. Didn't talk about the amount?

A. Well, of course it being in the family, I could give it to him as I saw fit.

✓ Q. But you didn't discuss the amount and didn't know how much you were to give for it?

A. Well, as I said, as I could, no definite amount.

Q. What I am trying to get at is what was the total amount you agreed to give for the mortgage. You know that?

A. No, I don't.

Q. And you never heard of Stenzel Brothers or William Stenzel and don't know where he is at this time?

A. No, sir.

Q. Do you know the total amount of the rentals that have been col-

lected?

A. No.

✓ Q. But it was rented for you by your father from the date of this transfer from your brother until January of this year?

✓ A. Yes, sir.

✓ Q. And rents were paid?

A. Well, I don't know if they were all paid.

✓ Q. But did you say you did or did not know the amount of rent that was to be paid?

A. No, I don't know. I left it all to him, as to how it should be collected.

✓ Q. Who filed the transfer of mortgage from your brother to you, your father?

✓ A. My father.

✓ Q. What he did about renting that property was done as your agent, wasn't it?

✓ A. Yes, sir.

ReDirect Examination by Mr. Hall.

Q. Mrs. Kirsh, you live with your father, you and your husband?

A. Yes, sir.

Q. You pay him board from time to time?

A. Yes, sir.

Q. And this money he collected for this rent, any of that applied toward the board?

A. Yes.

Re-Cross Examination by Mr. McMillan.

Q. How much board did you pay?

A. Well, we weren't paying any definite amount.

Q. Just living there as one of the family?

A. Yes, sir.

W. D. STAPLETON, SR.,

Direct Examination by Mr. Hall.

Q. Judge, this property described in the complaint, that is known as Travelers' Tourist Camp, isn't it?

A. Yes.

Q. You have heard Mrs. Kirsh testify. During the time of the purchase of the transfer and up until this time, in what capacity have you acted for her?

A. I have been her agent.

Q. Exclusive agent of this property?

A. Yes, sir.

Q. In the exercise of your agency did you from time to time go to Mr. Miller and collect rent?

A. Yes, sir.

Q. And told him you had it in charge?

A. yes sir.

Q. Now during the time the rent was collected, Mrs. Kirsh was living there in the family with you as a member of the family?

A. Yes sir.

Q. You render an accounting to her as you collected from Mr. Miller?

A. No, we had no accounting. From time to time we applied it on what they owed.

Q. Her part of the husband's expenses?

A. Yes, sir.

Q. After the foreclosure of the mortgage or after Mrs. Kirsh came in charge, did you tell Mr. Miller anything about it?

A. No, sir, I did not.

Q. Now, mentioning the payment from Mrs. Kirsh to W. D. Stapleton, Jr., do you know anything about the deal between them, other than the beginning of it?

A. Well, we all discussed it.

Q. And decided she should buy it for the amount due on it?

A. Yes, sir.

Q. And later did buy it?

A. Yes sir.

Cross-Examination by Mr. McMillan

Q. Judge, who was William Stenzel?

A. A man living at Robertsdale.

Q. Where is he now?

A. I don't know where he is.

Q. You know Mrs. Kelly?

A. Yes, sir.

Q. Who personally conducted negotiations by which the mortgage from Mrs. Kelly to Stenzel was transferred to W. D. Stapleton, Jr.,?

A. I did.

Q. Did W. D. Stapleton, Jr., take any participation in the matter?

A. No, he gave me the money to have it done.

Q. How much money did he give you?

A. \$125.00

Q. Was the mortgage purchased on or about May 26th, 1932 for \$125.00?

A. I don't know. He gave me \$125.00

Q. That is the date of the mortgage though?

A. I don't know, don't remember. The transfer shows for itself.

Q. The date on the transfer is the time this happened?

A. I guess so.

Q. You recorded that transfer?

A. I guess I did or the boy. I don't remember.

Q. At the date of the transfer, was that amount of \$125.00 the balance due by Mrs. Kelly to Stenzel?

A. I reckon it was. I don't know. The records show.

Q. I mean, you paid for him the entire amount due on that mortgage and it was somewhere around \$125.00 and that was on the date the transfer was made to W. D. Stapleton, Jr.,?

A. Yes, sir.

Q. Now after W. D. Stapleton, Jr., got it, who did you rent it to?

A. It has been rented to Mrs. Miller here. I don't know whether it was before or after.

Q. Before you rented it to the Millers, did you rent it to anybody else?

A. Why it has been rented to several.

Q. You remember who you first rented it to?

A. No.

Q. But you were renting for W. D. Stapleton, Jr.,?

A. I had it awhile and when he took up the mortgage I transferred to him.

Q. And ever since he took up the mortgage you rented for him?

A. He looked after it himself a good deal of the time.

Q. You know who made the contract of rental?

A. You mean the first one?

Q. What individual negotiated for the renting of the property.

A. I don't know. If an instrument was drawn up I couldn't tell you about that.

- Q. The money for rent after that mortgage was transferred to him was collected for him until he sold to Mrs. Kirsh?
- A. Yes, sir.
- Q. So that since the transfer of the mortgage from Stenzel - no - after Kelly made the transfer to you, you collected the money for yourself until W. D. Stapleton, Jr., bought the mortgage?
- A. I don't know, Stewart was there and ran it along time and then turned it over to someone else.
- Q. What Stewart is that?
- A. E. A. Stewart.
- Q. Where does he live?
- A. Bay Minette, Alabama.
- Q. Who went there after he left?
- A. I don't know who it was.
- Q. Did he go there with your permission?
- A. Yes.
- Q. After W. D. Stapleton, Jr., bought the mortgage, do you know at the time who was in possession?
- A. No, I don't.
- Q. After he bought it the rents were his and he continued to collect the rents?
- A. I collected them for him. He and Mr. Miller had a row or two and he wouldn't go back and I had to go look after it.
- Q. How much a month did you collect?
- A. thirty dollars by piecemeal.
- Q. But you did eventually get the thirty dollars?
- A. I rented it for \$35.00 but they put up such a poor mouth and I cut it to \$30.00
- Q. After Mrs. Kirsh purchased from W. D. Stapleton, Jr., who collected the rent?
- A. I collected all the rents.
- Q. You were her agent in collecting the rents?
- A. Yes, sir.
- Q. It was turned over to her the date of that transfer? The transfer from W. D. Stapleton, Jr., to his sister, is that the date it was turned over to her?
- A. I reckon so - supposed to be.
- Q. Well, on here is June 20th, 1932, Was that about the time?
- A. Yes, about the time.
- Q. Since June 20th, 1932, or the date of the transfer, you have collected thirty dollars a month as rent during that time.
- A. Yes.
- Q. You collect any \$35.00 rent?

A. No, sir.

Q. Only thirty dollars a month from the time she got it?

A. Yes, sir.

Q. Have you any amount of the total collection?

A. No, sir, the paper shows.

Q. You could get at it by calculating the number of months at thirty dollars a month.

A. Yes.

Q. When Stenzel transferred that mortgage to W. D. Stapleton, Jr., who paid Stenzel the money?

A. I don't know, I didn't see Stenzel. I don't know who paid the money.

Q. You wouldn't know how much was paid?

A. I think the instrument is there. Around \$125.00. Something like that.

Q. That was your son, W. D. Stapleton, Jr., 's money?

A. Yes.

Q. Where did he get the money?

A. He got it from the Insurance Company, cancelled a policy and got the cash surrender value.

Q. I believe you said in the other trial you didn't know what Insurance Company?

A. No, I don't but I know he got the money from the insurance company.

Q. Did you have any participation in the transfer of the mortgage from W. D. Stapleton, Jr., to Mrs. Kirsh?

A. Yes, we talked it over and they generally took my advise in those things.

Q. Do you know how much Mrs. Kirsh has paid you for that? Who furnished the money for Mrs. Kirsh to buy it?

A. No, sir.

Q. She buy it?

A. Yes, sir.

Q. You know how much money was paid to W.D. Stapleton, Jr., when he transferred to Mrs. Kirsh.

A. No, sir.

Q. You know who furnished the money?

Q. Mrs. Kirsh furnished the money, didn't she?

Judge Stapleton, I am trying to conduct this case in a lawful way. My questions, which are courteous are not being answered courteously. I am not trying to go into matters in which I have no business.

A. I am answering your questions.

Q. I insist they be courteous.

Q. Did she pay - When W. D. Stapleton, Jr., transferred that mortgage to Mrs. ~~Kirsh~~ Kirsh was he fully paid for his interest?

A. I guess so.

Q. But it was Mrs. Kirsh's money that paid him and not yours?

A. Yes, sir.

Q. Recently the property has been redeemed from a tax sale. Who redeemed it?

A. There is the tax deed.

Q. What individual?

A. I redeemed it for Mrs. Kirsh or Junior did it.

Q. Her money? W. D. Stapleton, Jr.'s money that redeemed it?

A. I don't know, you will have to ask him.

Q. You don't know but you paid the money?

A. I /paid it.

Q. You actually handed it to the Probate Judge?

A. No, we were there together.

Q. Paid by check or cash?

A. Cash.

Re-Direct Examination by Mr. Hall.

Q. You know that notice Judge?

A. Yes, sir.

Q. What did you do with the original of that?

A. I handed it to Mrs. Miller.

Q. Yourself?

A. Yes, sir.

Q. And thirty dollars a month is a reasonable rental?

A. I should think so.

Q. That is your best judgment?

A. Yes.

Q. After the transfer of the property to your sister, she got the rents until January of this year?

A. I don't know whether she did or not. I suppose so. I am no longer interested.

Q. How much did you give for that mortgage?

A. I don't remember the exact amount, but something around \$125.00.

Q. You gave the entire balance due?

A. I don't know.

Q. You don't know how much?

A. No, I don't.

Q. Where was Mr. Stenzel living at that time?

A. I have no idea.

Q. Do you know who was living on the property?

A. At the Tourist Camp? Mr. Stuart had been living there, but a man from Georgiana had been living there. He was a very tall person and very slim. I believe he is renting the Blue Bell Tourist Camp at Castleberry.

Q. You wouldn't know his name?

A. They called him "Slim". I didn't know any other name. They probably have some record with the name.

Q. When you purchased the mortgage, it was your money that paid for it?

A. Yes.

Q. Pay for it with a check?

A. I don't remember, I have had a checking account for some time, probably paid by check and some in cash.

Q. Where did you have your checking account?

A. I have had one here and also at the Merchants National Bank in Mobile.

Q. In both banks?

A. Yes, sir, I don't know, I believe this bank was closed then.

Q. Well, you would hardly have paid \$125.00 in anything but a check, would you?

A. I don't know.

Q. Where did you get the money to pay for this mortgage.

A. Well, different places, I have had several filling stations and borrowed money on life insurance.

Q. What life insurance policy?

A. Kansas City Life Insurance.

Q. You know if they have an agent in this locality or not.

A. No, I don't. I think the nearest station is Montgomery.

Q. They have an agent in Montgomery?

A. I think so.

Q. But yours was with the Stapleton Insurance Company and operated by your father?

A. At the time I asked for this loan I ^{didn't pay} ~~wasn't~~ the Stapleton Insurance Company. I made my remittances directly to the Home Office.

Q. You dealt with no other agent for them after your father stopped representing them?

A. No.

No questions by Mr. Hall.

Franklin: I am in favor of the plaintiff.

CERTIFICATE OF COMMISSIONER.

CATHERINE M. KELLY,	I	
COMPLAINANT,	I	IN THE CIRCUIT COURT OF BALDWIN
VS	I	COUNTY, IN EQUITY.
W. D. STAPLETON, ET AL,	I	NUMBER 55.
RESPONDENT.	I	

I, Louise Gordon Beville, formerly Louise Gordon, the person named in the commission hereto attached do hereby certify that I caused to come before me at Mobile, Alabama, Tina Miller and Ruth MacDonald; That I have personal knowledge of the identity of the said witnesses as the witnesses named in the said commission and know them to be the identical persons named in the said commission; That they were duly sworn and examined on the interrogatories hereto attached and their evidence was taken down as near as might be in their own language as hereinabove set forth.

I further certify that I am neither of counsel nor of kin to any of the parties of this cause or in any manner interested in the result thereof.

WITNESS my hand this 17th day of January, 1935.

Louise Gordon Beville
COMMISSIONER.

KATHERINE M. KELLY

VS LUCILLE KERSH ET AL.

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, IN EQUITY #55

It is agreed that testimony of J. M. FRANKLIN on oral examination will be taken before ^{certified} ~~Robert D. Duck, Register.~~ acting as commissioner. Issuance of commission, signature of the witness and all forms and notices are hereby waived, and that the testimony when taken, may be returned by said commissioner into Court, for evidence in said cause.

Dated this January 26th, 1935.

Arthur M. Miller
Solicitor for Complainant.

Belle Hall
Solicitor For Respondent.

DEPOSITION OF J. M. FRANKLIN.

My name is J. M. FRANKLIN, I am 65 years old. I was Justice of the Peace at Bay Minette, throughout the year 1934. I, as Justice of the Peace issued the Summons and Complaint in the Suit of Lucille Kersh vs. Tina Miller which I hand to the commissioner and ask her to mark Exhibit "A". That suit was for rent on what is known as the Tourist Camp in this County from January 1st, 1934 to March 1st, 1934. The Plaintiff in that suit also filed in my office the Affidavit and Bond which I hand to the Commissioner and ask her to mark Exhibit "B" and Exhibit "C", and attach to my deposition. I rendered judgment for Mrs. Kersh, against Mrs. Miller in that suit, for that rent. Both Judge W. D. Stapleton and the Plaintiff testified as witnesses for the Plaintiff in that suit and they both testified that in renting the property Judge Stapleton was acting agent for Mrs. Kersh and collecting the rent for her. Both of them testified that the Defendat had paid the rent at the rate of \$30.00 a month up to January 1st, 1934. And My recollection is that they testified that that they had been collecting rent from her at the rate of \$30.00 a month.

J. M. Franklin

CROSS EXAMINATION BY H. M. HALL

I remember that there was testimony in the case of Kersh vs. Miller that Mrs. Miller was occupying the property in question under a lease contract between her and W. D. Stapleton. I recall that there was some testimony to the effect that the lease contract between Mrs. Miller and Mr. Stapleton had been transferred or assigned to Mrs. Kersh.

RE-DIRECT EXAMINATION BY MR McMILLAN

My recollection is that Judge Stapleton said he transferred the lease to Mrs. Kersh. I don't remember the date. He also said he collected the rent for Mrs. Kersh. I think Mrs. Kersh testified to the same thing.

J. M. Francklin

Sworn to and Subscribed

before me on this the

26 day of January, 1935.

Annabelle Hall

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon

LAWSON D. FALLS

and

MAY D. FALLS

to appear within thirty days from the service of this writ in the Circuit Court, to be held for said County, at the place of holding the same, then and there to answer the complaint of

PHIL A. HALL

Witness my hand, this 26th day of July 1934.

E. A. Stone
Clerk.

COMPLAINT

1. The Plaintiff claims of the Defendants One Hundred , seventy and 90/100 Dollars due from them by account on, towit, the 8th day of November 1932.
2. The Plaintiff claims of the Defendants the further sum of One Hundred, seventy and 90/100 Dollars for merchandise, goods and chattels sold by the Plaintiff to the Defendants on, towit, the 7th day of November 1932.

All of which said sums with the interest thereon are still due and unpaid.

The accounts on which this action is based are evidenced by itemized and verified account filed herewith.

William B. Rinkley

Attorney for Plaintiff

Doccket Page 83
(Original)

CIVIL

No. 55

office 30th day of
July 1934

W. H. Stuart
alderman County, Ala.

serving cop
summons and Complaint on

Falls and
D. Falls

Defendant

day of July 1934

W. H. Stuart
alderman County, Ala.
Hamilton Deputy Sheriff.

PHIL A. HALLE
Plaintiff

VS.

LAWSON D. FALLS, etal
Defendants

IN CIRCUIT COURT OF BALDWIN COUNTY

Term 19

SUMMONS AND COMPLAINT

Filed in office this 27 day of

July, M. A. Stone A. D. 1934
Clerk.

Plaintiff's Attorney.

THE STATE OF ALABAMA
BALDWIN COUNTY.

KNOW ALL MEN BY THESE PRESENTS That we, PHIL. A. HALLE as principal and United States Fidelity & Guaranty Co. as surety are held and firmly bound unto LAWSON D. FALLS and May D FALLS in the sum of THREE HUNDRED AND FIFTY DOLLARS and costs, to be paid to the said LAWSON D. FALLS and May D FALLS, their heirs, executors, administrators and assigns; for which payment, well and truly to be made, we bind ourselves and each of us, our heirs, executors and administrators, jointly severally and firmly by these presents.

Sealed with our seals and dated this 30th day of July in the year of our Lord, One Thousand, Nine Hundred and Thirty-four.

The condition of the above obligations is such that, whereas the above bound PHIL A. HALLE has commenced suit in the Circuit court of Baldwin County, to recover of said L. D. FALLS and May D FALLS the sum of One Hundred, seventy and 90/100 Dollars and the said Plaintiff has prayed a Garnishment in said case against the Bank of Fairhope as provided by law.

Now, if said Plaintiff shall prosecute this suit to effect, and pay all such damages and costs to Defendants as they may sustain by the wrongful suing out of the said Garnishment, this obligation to be void, otherwise to remain in full force and effect.

Approved this 30 day of

A. D., 1934

Circuit Court

United States Fidelity & Guaranty Co. (L. S.)

By Clifford P. Kulp (L.S.)

Attorney-in-Fact
(Clifford P. Kulp)

Countersigned

(W. M. Stuart, Jr.) AGENT.

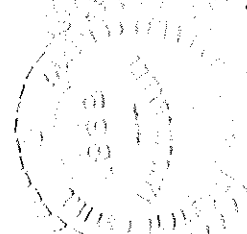
Ray M. Little

004
11/10/34

NO. 55

Bond

Filed July 27-34
W. A. Stone
Clerk



Circuit Court, Baldwin County

PLAINTIFF

VS.

DEFENDANT

BILL OF COST

CLERK'S FEES		Dollars	Cts.	AMOUNT BROUGHT FORWARD		\$	Cts.
Issuing Summons and Complaint	\$1 25	1	25	Transcript to Supreme Court, 15c per hundred words			
Copies of same, when over 200 words, 15c per 100	30		30	Copies, 5c per hundred words			
Issuing Alias Summons and Complaint	1 25			Citation to Appellee in Appeal, 20c per hundred words			
Entering Sheriff's Return on Summons and Complaint	20			Certificate with Seal, 50c. Without Seal	25		
Docketing Cause 25c. Ent. Appearance, 20c	45			Witness Certificate	25		
Subpoena for Witness	30			Taking Bond Not Above Mentioned	75		
Making Certificate of Judgment	50			Entering Order of Court not above named	30		
Filing	10			Administering Oath	25		
Trial and Incidents	75			Taking Bond for Costs of Non-Resident Plaintiff	75		
Entering Judgment, or copy of same	30			Copy of any paper not above named, 15c per hundred words	8		
Order for Continuance	10			Filing Writ of Prohibition and Entering Return	15		
Issuing Execution	50			Issuing Writ of Prohibition	75		
Docketing Execution	25			Issuing copies of same, 15c per 100 words	15		
Issuing copy of same	50			Filing Mandamus and Entering Return	15		
Entering Sheriff's Return on Execution, 15c per hundred words	20			Issuing Writ of Mandamus	75		
Final Record, 15c per hundred words				Issuing copies of same, 15c per 100 words			
Order for Alias Summons and Complaint	30			Total Clerk's Fees			
Order to Dismiss Cause	30			SHERIFF'S FEES			
Order to Set Aside Dismissal	30			Serving and Returning Summons	\$1 50		
Order Overruling Motion to Set Aside Dismissal	75			Serving and Returning Subpoenas	65		
Order Granting New Trial	30			Collecting Execution for Costs	1 50		
Order Overruling Motion for New Trial	30			Serving and Returning Sci. Fa. Notice, etc.	65		
Order Overruling Motion for Continuance	30			Executing Writ of Possession	2 50		
Order Overruling Motion to Set Aside Default	30			Levying Attachment	3 00		
Order for Notice to Non-Resident Defendant	30			Entering and Returning Attachment	25		
Issuing Notice for Publication and Copy 20c per hundred words				Entering and Returning Execution	25		
Order to Give Security for Costs	30			Summoning and Returning Garnishee	1 50		
Order to Give Additional Bond	30			Taking and Approving Garnishee Bond	75		
Order to Execute Writ of Inquiry	30			Serving and Returning Writs	1 50		
Order of Sale in Attachment	30			Serving and Returning Summons on Forcible Entry	1 00		
Order for Leave to Amend Complaint	30			Executing Writ of Restitution in such cases	2 00		
Order for Leave to Amend Pleas	30			Taking and Approving Bonds of Every Kind	1 00		
Order for Leave to Amend Writ of Process	30			Taking and Approving Claim Bond	1 00		
Order for Attachment for Witness	30			Taking and Approving Forthcoming Bond	1 00		
Filing Deposition	10			Taking and Approving Bail Bond	1 00		
Issuing Commission to Take Deposition	75			Taking and Approving Plaintiff's Detinue Bond	1 00		
Issuing copy of same, per hundred words	15			Taking and Approving Defendant's Detinue Bond	1 00		
Issuing Copy of Interrogatories, 15c per hundred words, but not less than	50			Making Deed	2 50		
Endorsing each Pet. Deposition Opened	10			Serving Attachment for Contempt of Court	1 50		
Taking Bond in Garnishment on Summons	75			Collecting Money on Execution			
Summons to Garnishee	50			Empanelling Jury	75		
Copies of same, 20c per hundred words				Sheriff's Commission for Property Sold under Attachment			
Notice to Defendant in Garnishee on Summons, and copy, per hundred words	20			Seizing Personal Property on Writ of Detinue	3 00		
Swearing Garnishee and Recording Answer, 15c per hundred words, but not less than	50			Total Sheriff's Fees			
Filing Attachment	10			RECAPITULATION			
Issuing Attachment Writ and Taking Bond	1 00			Judgment			
Issuing Copies of Attachment Writ, 15c per hundred words				Interest			
Filing Certiorari and Entering Return	15			Clerk's Fees			
Taking Certiorari Bond and Filing Same	75			Sheriff's Fees			
Issuing Writ of Certiorari	75			Justice's Fees			
Issuing copies of same, 15c per 100 words				Constable's Fees			
Issuing Writ of Scieri Facias, or Notice in Nature of	75			Witnesses' Fees			
Issuing copies of same, 15c per 100 words				Commissioners' Fees			
Taking Supersedeas Bond and Filing same	75			Printer's Fees			
Taking Appeal Bond and Filing same	75			Stenographer's Fees	5 00		
TOTAL FORWARDED				Answer of Garnishee			
				Trial Tax	3 00		
				Total	\$		

Received payment this 29 day of July 1933

ATTEST

Clerk Circuit Court, Baldwin County, Ala.

PHIL A. HALL,

Plaintiff,

-vs-

LAWSON D. FALLS and MAY
D. FALLS,

Defendants.

IN THE CIRCUIT COURT - LAW SIDE

STATE OF ALABAMA

BALDWIN COUNTY.

Come the Defendants and demur to the Complaint in this cause filed, and to each and every count thereof, separately and severally, and as grounds therefor say:-

FIRST:

That said Complaint does not state a cause of action.

Hybart Head & Reason
Attorneys for Defendants.

Defendants demand a trial
by Jury.

Hybart Head & Reason
Attorneys for Defendants.

RECEIVED
CBH

DEMURRER.

PHIL. A. HALL, *Plaintiff,*
-vs-
LAWSON D. FALLS & May D. FALLS,
Defendants,

IN THE CIRCUIT COURT-LAW SIDE
STATE OF ALABAMA
BALDWIN COUNTY.

Filed August 24, 1934
W. A. Stone
Clerk

Copy to E.G.R. 8/24/34

Copy

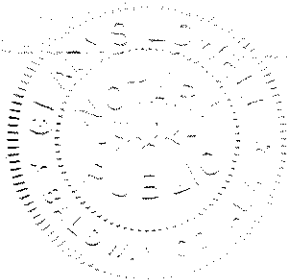
Handwritten notes and signatures on the right margin.

STATE OF ALABAMA)
BALDWIN COUNTY.)

Before me, the undersigned notary personally
appeared this day Elliott G. Rickarby, who being sworn says that
he is the Attorney of record for Phil A. Halle, who has institut-
ed suit against Lawson D. Falls and May D. Falls in the Circuit
Court of Baldwin County and that he believes that process of
garnishment is necessary to obtain satisfaction of the debt and
that the Bank of Fairhope is supposed to have effects or money
of the Defendants in its control.

Elliott G. Rickarby

Subscribed and sworn to before me this 26th
day of July 1934.



Gladys Lowell
NOTARY PUBLIC, BALDWIN COUNTY ALABAMA

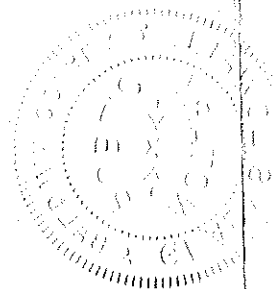
53
PHIL A. HALLE

VS

LAWSON DL FALLS, et al

AFFIDAVIT FOR

GARNISHMENT



Filed July 30th 1994
W. A. Stone
Clerk.

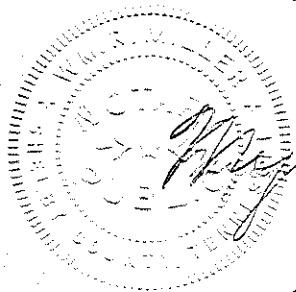
STATE OF TENNESSEE:
COUNTY OF SHELBY

BEFORE ME, the undersigned notary, personally appeared this day L. B. Harrington, who being duly sworn says that he is person for Phil A. Halle and that he knows of his personal knowledge that Lawson D. Fall and May D. Fall are indebted to Phil A. Halle in the sum of ONE HUNDRED, SEVENTY and 90/100 DOLLARS for the recovery of which suit is now pending in the Circuit Court of Baldwin County Alabama and that he believes that process of garnishment is necessary against said defendants to obtain satisfaction of said indebtedness and that the Bank of Fairhope is supposed to have effects of the said Lawson D. Fall or May D. Fall in its possession or under its control.

L. B. Harrington
.....

Subscribed and sworn to before me this the _____ day
of July, 1934.

Wm R. Keen
Notary Public, Shelby County, Tenn.



Wm R. Keen
My Comm. Expires
July 21-1935

STATE OF ALABAMA?

UNRECORDED

CIVIL

NO. 58

PHIL A. HALLE

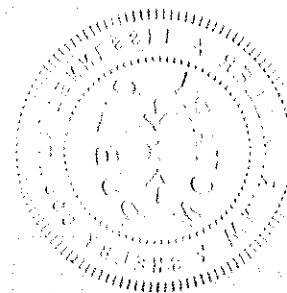
VS

LAWSON D. FALLS, et al

AFFIDAVIT FOR

GARNISHMENT

*Filed July 30th 1934
R. A. Stone
Clerk*



PHIL A. HALL

vs

Lawson D. Falls and
May Falls

Number 55

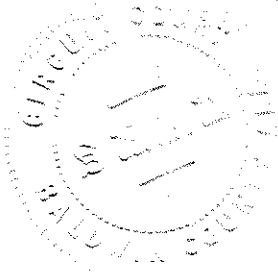
LAW

Circuit Court,
Baldwin County, Alabama

This is to certify that the claim sued for in this Cause together with the costs of proceedings have been paid and satisfied in full and that the plaintiff and his sureties upon the bond issued for the garnishment and attachment in this case are discharged from all further liability.

WITNESS my hand and the seal of this Court this the 16th day of August 1935.

Robert L. Deuch
CLERK OF CIRCUIT COURT,
BALDWIN COUNTY, ALABAMA.



Phil A Halle

EXCHANGE BUILDING
MEMPHIS
Importing and Designing
CLOTHIERS, HABERDASHERS, HATTERS AND BOOTERERS

Sold to

Mr. & MRS L D FALLS

1855 HARBERT AVE
CITY

AMOUNT
REMITTED

PLEASE RETURN THIS STUB WITH YOUR CHECK. CHECK RETURNED BY BANK IS YOUR RECEIPT

DATE	ITEMS	CHARGES	CREDITS	PAY LAST AMOUNT IN THIS COLUMN
NOV 1932	BALANCE ACCOUNT RENDERED			
7	1 COAT	69 50		
	ALT	3 50	73 00	
7	1 LA COAT	135 00		
	ALT	2 50	137 50	
7	1 LA DRESS		49 50	
7	1 LA DRESS		35 00	
8	2 LA HOSE		3 90	
8	ALT ON BROWN DRESS		1 00	
8	ALT ON BLUE DRESS	2 50		305 90
	1 PR GLOVES	3 50	6 00	
JAN 1933			135 00	179 90
17	1 LA COAT RETD			

ALL ACCOUNTS ARE DUE IN FULL TENTH OF MONTH FOLLOWING DATE OF PURCHASE



Phil A Halle
MEMPHIS

AFFIDAVIT OF ACCOUNT

STATE OF TENNESSEE,

County of Shelby

On this 14th day of April, 1934, before
me, a Notary Public within and for said County of Shelby,
Tennessee, personally appeared J. H. Hovington,
who, being by me duly sworn on his oath, says that the ~~above~~ ^{attached} account
is correct and true, to the best of his knowledge and belief.

J. H. Hovington
Subscribed and sworn to before me, this 14th day
of April, 1934

J. M. R. Mead
Notary Public.

My commission expires:

July 21 - 1935

AFFIDAVIT OF ACCOUNT

STATE OF TENNESSEE,

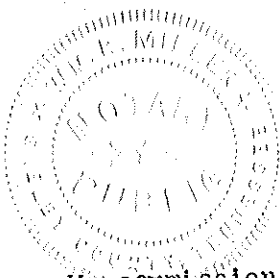
County of Shelby

On this 14th day of April, 1934, before
me, a Notary Public within and for said County of Shelby,
Tennessee, personally appeared J. H. Hovington,
who, being by me duly sworn on his oath, says that the above account
is correct and true, to the best of his knowledge and belief.

J. H. Hovington

Subscribed and sworn to before me, this 14th day
of April, 1934

J. M. Miller
Notary Public.



My commission expires:

July 21 - 1935

RECORDED

NO. 55

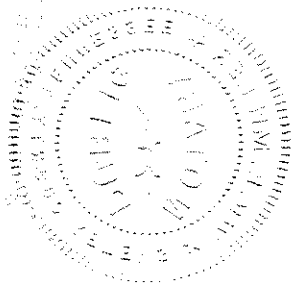
PHIL A. HALLIE
Plaintiff

vs

LAWSON D. FALLS, et al
Defendants

VERIFIED ACCOUNT

*Filed July 27-94.
W. A. Stone,
Clerk.*



55

PHIL A. HALLE,

NO. 56.

Plaintiff

LAW

vs

CIRCUIT COURT BALDWIN COUNTY

LAWSON D. FALLS, et al

Defendants

TO THE BANK OF FAIRHOPE, GARNISHEE IN THIS CAUSE:

Please take notice that by the instructions of the complainant, all funds standing in the name of LAWSON D. FALLS and held by you as garnishee in this cause are hereby released from said garnishment.

This release however does not apply to the interest coupons in your hands or to the money on deposit in the name of Mrs May Falls.

Dated at Bay Minette this the 5th day of June, 1935.

Clerk Circuit Court.

Robert L. Lusk

53
No. 56

Dumb

Phil A. Hale

vs.

Lawson D. Falls

Release of
Garnishment

Filed June, 5, 1935

Robert S. Duck

This release however does not apply to the interest
concerning in your name or to the money on deposit in the
name of the Phil Hale.

Detached from the above and the 2nd set of same, 1935.

Corrected
District Court

PHIL A HALL

Plaintiff

No. 56.

vs

LAW

LAWSON D. FALLS, et al

CIRCUIT COURT BALDWIN COUNTY

Defendants

ALABAMA

Comes the ~~Plaintiff~~ *Plaintiff* by his attorney and authorizes the Clerk to release from the garnishment heretofore issued in this cause, all funds held by the Bank of Fairhope as garnishee in the name of LAWSON D. FALLS. All other parts of this garnishment to continue, subject to further orders of the Court.

Elliott B. Rinehart
Attorney for Plaintiff.

No. 55
56

Beck

Phil O. Halle

VS

Lawson D. Falls

Filed June 5 1935
Robert S. Duck

PHIL A. HALLE
Plaintiff
VS

LAWSON D. FALLS et al
Defendant.

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IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

TO THE BANK OF FAIRHOPE,
GARNISHEE IN THE ABOVE STYLED CAUSE:

You are hereby notified that by an agreement made by and between the Attorney for the Plaintiff and the Attorneys for the Defendant in the above styled cause, on the 20th day of July, 1935, the funds of the Defendant held by you as Garnishee were condemned to the payment of the costs of the proceeding and toward the payment of the Plaintiff's judgment.

You are therefore hereby ordered to pay the sum of One Hundred Fifty-two and 47/100 Dollars into the Registry of this Court for which due receipt will be given you.

Dated at Bay Minette, this the 23 day of July, 1935.

Robert S. Duck
Clerk of the Circuit Court.,

Copy

No. 35-

~~RECORDED~~

Rank

PHIL A. HALLE

PLAINTIFF

VS

LAWSON D. FALLS

Defendant.

ORDER FOR PAYMENT OF

FUNDS CONDEMNED

Filed July 23rd 1935.

Robert S. Rank
att

PEIL A. HALLE,
Plaintiff,

No. 55.

L A W .

versus

L. D. FALLS
and
MAY C. FALLS,
Defendants.

CIRCUIT COURT OF BALDWIN COUNTY
ALABAMA.

IT IS HEREBY AGREED that the sum of One Hundred, fifty-two and 47/100 Dollars now in the hands of the Bank of Fairhope, Garnishee in this cause shall be condemned and applied to the payment of the costs and toward Plaintiff's debt, that the Clerk of this Court issue an order to the Garnishee to pay said money into the registry of this Court and that out of same the costs of this proceeding be paid and the balance paid over to the Plaintiff toward the satisfaction of his debt and that upon said payment the Garnishee be discharged.

William B. Riney
Attorney for Plaintiff.

Hyatt & Mason
Attorneys for Defendants.

L. A. W.

Deuch

PHIL A. HALLE,

Plaintiff.

versus

LAWSON D. FALLS et al

Defendants.

AGREEMENT FOR DISPOSAL OF
GARNISHED FUNDS.

Filed July 20 1925
Robert L. Deuch

The State of Alabama, }
Baldwin County

CIRCUIT COURT

TO ANY SHERIFF OF THE STATE OF ALABAMA--GREETING:

Whereas Phil A. Halle

has commenced suit by Summons and Complaint returnable to the next term of the Circuit Court
of said County, against Lawson D. Falls and May D. Falls

for the sum of One Hundred and Seventy & 90/100 Dollars and whereas, the said
Phil A. Halle

has entered into bond, and made affidavit as required by law that the said
Lawson D. Falls and May D. Falls
are indebted to him in the sum of One Hundred and Seventy & 90/100

Dollars, and that process of garnishment is believed to be necessary to obtain satisfaction of such
judgment as may be recovered by Plaintiff, and that

The Bank of Fairhope

is believed to be chargeable as garnishee in the cause.

YOU ARE THEREFORE, commanded to summon the said

Bank of Fairhope

to be and appear at the next term of the Circuit Court, to

be holden for the County of Baldwin, on August 21st, 1934 1927,
then and there to answer, upon oath, whether, at the time of the service of this garnishment, or
at the time of making your answer, or at any time intervening between the time of serving the
garnishment and making the answer, you were indebted to the defendant, and whether, you
will not be indebted to him in the future by a contract then existing, and whether by a contract
then existing, you are liable to him for the delivery of personal property, or for the payment of
money which may be discharged by the delivery of personal property, or which is payable in
personal property, and whether you have not in your possession or under your control money or
effects belonging to the defendant.

Witness my hand this 30th day of August, 1934

Clerk.

No. 55

Circuit Court of Baldwin County

PHIL A HALL

vs. } GARNISHMENT ON SUMMONS

LAWSON D. FAIRB, et al

Issued 30th day of July 1934

Frank B. Brink

Elliott G. Rickarby,
Plaintiff's Attorney

Moore Printing Co. Bay Minette, Ala.

Executed July 30 1934
by serving copy of within
State of Alabama
County of Baldwin
Sherrill
Deputy Sheriff

PHIL A. HALL
Plaintiff

vs

LAWSON D. FALLS, et al
Defendants

CIRCUIT COURT OF
BALDWIN COUNTY, ALA.

Now this the 3rd day of July comes the Bank of Fairhope, by Kirby Wharton, Cashier, duly authorized to answer this garnishment and being first duly sworn deposed and says for answer to said garnishment that at the time at the service of writ of garnishment and at the time of making this answer said garnishee is indebted to L. D. Falls in the sum of Thirty Dollars and seventy-~~two~~ cents and is indebted to Mrs. May C. Falls in the sum of One Hundred, fifty-two and 47/100 Dollars and that it will not be indebted in the future to the said parties by a contract then or now existing except as above mentioned and that it will not be liable to said Defendants for the delivery of personal property or for the payment of money which may be discharged by the delivery of personal property or which is payable in personal property but said garnishee has in its possession and under its control two coupons of Thirty Dollars of Lake Comorant Drainage District which had been deposited by L. D. Falls with this garnishee for collection.

Having fully answered said garnishment, the said garnishee prays to be hence dismissed with his reasonable cost for making this answer.

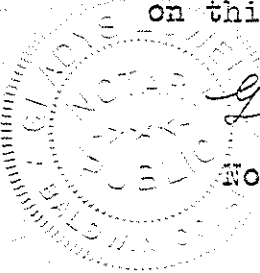
Bank of Fairhope
by Kirby Wharton
Cashier

Sworn to and subscribed by
Kirby Wharton, before me
on this 3rd day of July 1934.

Kirby Wharton
Affiant

Gladys Lowell

Notary Public Baldwin County, Ala.



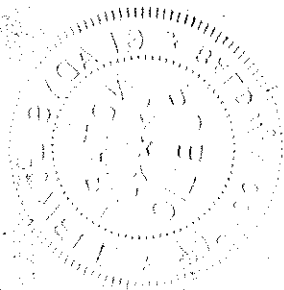
RECORDED

No 55

Answer of
Garrison

Filed Aug 1st 1934
W. A. Stone
Clerk.

Copy mailed Rickards - 8/1/34



A F F I D A V I T O F A C C O U N T

STATE OF TENNESSEE,

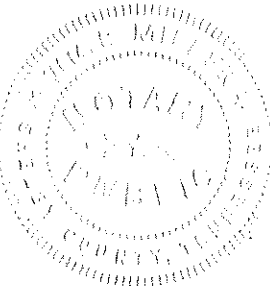
County of Meigs

On this 14th day of April, 1934, before
me, a Notary Public within and for said County of Meigs,
Tennessee, personally appeared J. H. Hovvata,
who, being by me duly sworn on his oath, says that the above account
is correct and true, to the best of his knowledge and belief.

J. H. Hovvata

Subscribed and sworn to before me, this 14th day
of April, 1934.

W. R. Miller
Notary Public.



My commission expires:

July 21-1935

" B "

STATE OF ALABAMA.

BALDWIN COUNTY.

Before me, the undersigned authority in and for said County, in said State, personally appeared LUCILE KERSH, who being duly sworn on oath says that Tena Miller is justly indebted to her in the sum of Sixty Dollars (\$60.00) after allowing all just offsets and discounts, and that the said amount is due for rent for the months of January and February, 1934, on the following described premises and the improvements thereon, to-wit:

From Southwest corner of Northeast quarter of Section 29, Township 4 South of Range 2 East, run thence East 203 feet for a point of beginning; thence North 433 feet to Bay Bridge Road, thence North $82\frac{1}{2}$ degrees East 205 feet, thence South 459 feet, thence West 203 feet to beginning, in Baldwin County, Alabama, the tract described containing two acres.

That this attachment is not sued out by her for the purpose of vexing or harrassing the said Tena Miller.

Lucile Kersh

Sworn to and subscribed before
me on this the 28 day of
February, 1934.

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

RECORDED

3333

Filed August 16, 1934
M. A. Stane
Clerk.

509) 916 (24.64)

278
298
1240
1354
1360
236
1240

$$\begin{array}{r} 2964 \\ 309 \\ \hline 26676 \\ 2964 \\ \hline 8892 \\ 945516 \end{array}$$

309) 9160 (26.44
618

$$\begin{array}{r} 2989 \\ 273 \overline{) 2989} \\ \underline{273} \\ 1940 \\ 1854 \overline{) 1940} \\ \underline{1854} \\ 1360 \\ 1236 \overline{) 1360} \\ \underline{1236} \\ 1240 \\ 1236 \overline{) 1240} \\ \underline{1236} \\ 4 \end{array}$$