

The State of Alabama,

Baldwin County.

:
:

No. 92, Circuit Court, In Equity.

Edwin A Bankester--vs- Bay Minette, Land Company a Corporation.

this cause coming on to be heard in Vacation, was submitted upon the Bill of Complaint, decree pro confesso, the Deposition of Edwin A Bankester, with the exhibits thereto attached, as noted by the Register; and upon consideration thereof, the Court is of opinion that Complainant, is entitled to relief prayed for in his said Bill of Complaint.

It is therefore ordered, adjudged and decreed by the Court that the Complainant having paid in full the purchase price for the land described in the Bill of Complaint, including the balance of One Hundred Dollars, heretofore tendered the defendant and now deposited in the hands of the Register of this Court, the defendant, the Bay Minette Land Company is hereby ordered to make and deliver to the said Edwin A Bankester, the Complainant, a deed with a general warranty of the title, to the land described in the second paragraph of the Bill of Complaint, viz:

A certain ten acres of land in Baldwin County, Alabama, in Section Twenty-eight (28) ,Township Two (2) South, Range Three (3) East, lying between the Daphne Road and the Fort Morgan Railroad, described as follows:

Beginning at a point on the Eastern boundary of the Daphne Road 244 feet South and 363 feet east from the southeast corner of the North-West quarter (N.W. $\frac{1}{4}$) of Section 28, Township two South (2-S) Range Three East (3-E) thence southerly along the eastern boundary of said Daphne Road as it meanders 1056 feet to a corner post; thence North 79-05 East 373 feet to a corner post on the westerly right of way of the Bay Minette, and Fort Morgan Railroad; thence north 4--45 east and along said right of way 970 feet to a stake; thence westerly 525 feet to the point of beginning; containing in all ten acres be the same more or less.

or place

It is further ordered by the Court that if the defendant, the Bay Minette, Land Company, shall fail to make and deliver to the Complainant in this case, such deed as above ordered, within Thirty days after the filing of this Decree, then the Register of this Court, shall make a certified copy of this Decree and have the same recorded in the registry of deeds in Baldwin County, Alabama, as provided in Section 3366 of the Code of Alabama of 1907, and such Decree when so recorded shall stand in the place of a deed . The Register will pay the recording fees

and the fee for certifying said decree as a part of the costs in this case. It is further ordered that the defendant pay the costs in this case for which let execution issue.

In Vacation, this 10th day of July, 1918.

-----A.E. Gable,-----Judge.

The State of Alabama, :

Baldwin County, : Circuit Court in Equity.

I.T.W. Richerson, Register of said Circuit Court, of said County, Alabama, do hereby certify that the above and foregoing is a full, true and correct copy of the decree rendered by said Court on the 10th, day of July, 1918, in the cause of Edwin A. Bankester--complainant --vs-- Bay Minette Land Company, a Corporation, Defendant, as appears of record in said Court. Witness my hand and the seal of said Court, this the 12th, day of August 1918.

I.T.W. Richerson Register.



THE STATE OF ALABAMA,

Baldwin County.

No. 92

CIRCUIT COURT IN EQUITY.

Edwin A Bankester

Complainant

vs.

Bay Minette Land Company

Defendant

Motion is hereby made for a Decree Pro Confesso against

Bay Minette Land Company

Defendant

in the above stated cause, on the ground that more than thirty days have elapsed since service of summons upon said Defendant....; and that said summons was duly served according to law, and that said Defendant...ha... failed to demur, plead to or answer the Bill of Complaint in this cause to this date.

This 17th day of June 1918

Wm S. Audetom

Solicitor.

for Complainant

THE STATE OF ALABAMA,

Baldwin County,

CIRCUIT COURT, IN EQUITY.

Edwin A. Paukester

us.

Bay Ninth Land
Company

MOTION FOR DECREE
PRO CONFESSO ON
PERSONAL SERVICE.

Filed June 17th 1918

T. W. Rievers
Register.

Recorded in..... Record

Vol..... Page.....

Register.

THE STATE OF ALABAMA, Baldwin County.

In Circuit Court, Baldwin County,
Alabama.

Edwin A. Bankester,

Complainant

No

vs.

IN EQUITY.

Bay Minette Land Company,

a corporation.

Defendant

The Complainant by his Solicitor

requests the oral examination of the following named witnesses,
on his behalf, viz:

Edwin A. Bankester

Said witnesses reside in the County of Baldwin,
State of Alabama.

~~xxxxxxxxxxxxxxxx~~ Charles Hall who resides at Bay Minette, Ala.,

is suggested as a suitable person to be appointed Commissioner to take
the deposition of said witness on such oral examination.

Wm J. Anderson

Solicitor for Complainant.

THE STATE OF ALABAMA

Baldwin County

CIRCUIT COURT IN EQUITY

Edwin A. Bankester

Bay Minette Land Company

DEPONENT FOR ORAL EXAMINATION

1912

Wm J. Anderson

Register

No.

THE STATE OF ALABAMA
Baldwin County.

CIRCUIT COURT IN EQUITY.

Edwin A. Bankester

VS.

Bay Minette Land Company, a
corporation

DEMAND FOR ORAL EXAMINATION.

Filed 7/9 1918

J. W. Riceman
Register.

XXXXXXXXXXXXXXXX Charles Hall
who resides at Bay Minette, Ala.,
is suggested as a suitable person to be appointed Commissioner to take
the deposition of said witness on such oral examination.

Notarior for Complaint.

Wm. A. ...

No

Bay Minette Land Company

Edwin A. Bankester

THE STATE OF ALABAMA, Baldwin County.

Complaint

IN EQUITY.

Alabama

In Circuit Court, Baldwin County.

State of Alabama)
Baldwin County.)

Circuit Court, In Equity

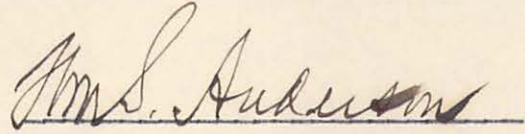
No 92

Edwin A. Bankester.....1... Complainant.

vs.

Bay Minette Land Company, a corporation,.... Defendant

In the above stated case the Commissioner having returned into Court the Deposition of Edwin A. Bankester, witness for Complainant, and the complainant desiring to have the cause submitted to the Court for a Decree in Vacation, the Complainant by his Solicitor, Wm. S. Anderson, moves the Register to publish said Testimony.



Solicitor for Complainant.

Motion granted
T. M. McQuinn
Register

Edwin A. Bankester

vs.

Bay Minette Land Company,
a corporation.

Motion to Publish Testimony.

Filed this 9th day of July 1918.

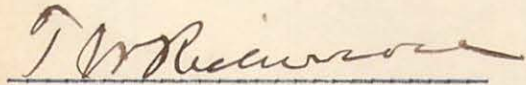
T. W. McIlwain

Register.

Edwin A. Bankester)
No 92. vs.)
Bay Minette Land Company,)
a corporation)
The State of Alabama,
Baldwin County.
Circuit Court, In Equity.

This cause is submitted in behalf of Complainant upon the original Bill of Complaint, Decree pro confesso, and deposition of Edwin A. Bankester, with the Exhibits thereto attached.

On behalf of Defendant upon.



Register

Edwin A. Bankester

vs.

Bay Minette Land Company.

NOTE OF TESTIMONY.

Filed in Court this 9th day of
July 1918.

J. V. Belmont

Register.

RETURN IN FIVE DAYS TO
CHAS. HALL
ATTORNEY-AT-LAW
BAY MINETTE, ALA.

Wm. A. Hamblet vs
Bay Minette Found Co,
a Corporation, No 92,
Deponent J. E. A.
Hamblet, returns for
enforcement.

J. W. Dechman, Esq.
Register
of
Madison County, Ala.
W. H. Dechman
Register

Bay Minette Ala

Chas. Hall,
Commissioner

Chas. Hall,
Commissioner

Chas. Hall,
Commissioner

THE STATE OF ALABAMA,

Baldwin County.

CIRCUIT COURT, IN EQUITY.

To Charles Hall Esq.,

KNOW YE, That we, having full faith in your prudence and competency, have appointed you Commissioners, and by these presents do authorize you, or any one or more of you, at such time and place as you may appoint, to call before you and examine Edwin A. Bankester

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

Edwin A. Bankester

is Complainant

and Bay Minette Land Company, a corporation

is Defendant. Respondent

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

Witness 9th day of July 1918.

G. O. McIlwain Register.

DIRECTIONS FOR EXAMINATION OF WITNESSES UPON INTERROGATORIES.

1. If the time and place of executing the Commission are named therein, or in a notice appended thereto, the testimony must be taken at the time and place designated; if no time and place are designated, the Commissioners will call the witness before them at such time and place as they may appoint, and administer to him an oath to speak the truth, the whole truth, and nothing but the truth, in answer to the interrogatories to be propounded to him. The time and place of examining witnesses should be stated in the caption of the deposition.

2. The caption and deposition should be as follows:

THE STATE OF ALABAMA,

County.

Deposition of Richard Howe, a witness sworn (or affirmed, as the case may be) on the.....day of.....19....., at.....in said State and County, under and by virtue of a commission issued out of the.....

Court of.....in a certain cause therein pending between James Jones, the plaintiff (or complainant), and Samuel Young, defendant (or respondent). The said Richard Howe, being first duly sworn to speak the truth, the whole truth, and nothing but the truth, doth depose and say as follows:

To the first interrogatory he saith: (Here write the answer of the witness as nearly as may be in the language of the witness, using the first person where he uses it).

To the second direct interrogatory he saith: (Write the answer to this interrogatory, and all others, as directed above).

If there are cross or rebutting interrogatories, go through with them in the same manner, thus:

To the first cross interrogatory he saith, etc.

To the second cross interrogatory he saith, etc.

To the first rebutting interrogatory he saith, etc.

Neither party should be permitted to put to the witness, during his examination, any verbal question or suggestion; and if anything of the kind is done by either party, the Commissioner should write it down in the deposition just as it occurred.

The testimony may be written down by any one or more of the Commissioners, by the witness himself, or by any disinterested third party in the presence of the Commissioners, and be read over to the witness if he desire it, and must be subscribed by him.

3. The Commissioners must then add their certificate, as follows:

We, (or I, if only one acts), the undersigned, Commissioners in said commission named, hereby certify that we are not of counsel or of kin to any of the parties to this cause, nor in any manner interested in the result thereof; that we are personally acquainted with said witness, J—K—, and know him to be the identical person named in said commission (or have had proof made before us of the personal identity of the witness, and that he is the identical person named in said commission); that he was sworn and examined as above stated; and that his evidence was taken down, as near as might be, in his own language, and was sub-

scribed by him in our presence on the.....day of.....19....., at the place above stated.

[L. S.]

[L. S.]

E. F.
G. H.
Commissioners.

If the Commissioners are not personally acquainted with the witness, they must have proof made before them that he is the identical person named in the commission, and so certify.

If the witness claims for his attendance, the Commissioners should state in their certificate the number of miles traveled, the number of days the witness attended, ferriage paid, if any, etc.

4. If any exhibits, writings, or papers are produced and used as evidence by the witness, they shall be annexed to the deposition to which they relate, and shall be identified by suitable letters or marks.

If the testimony cannot be taken in one day, the Commissioners, noting the same, may continue from day to day until completed.

5. The Commissioners will fold the depositions, commission, interrogatories, and exhibits, in a packet sealed with three seals. They will write their name or names across each seal, and direct thus:

A B
vs.
C D

Depositions of J K and L M

Mailed the.....day of.....19.....

E. F.
G. H.

To (give name and style of Clerk, Register, or Judge of Probate, as the case may be),

.....County, Alabama.

If sent by private conveyance, should be endorsed: "Forwarded by R A, the.....day of.....19..... The package must be delivered to the officer to whom it is directed. The person bringing the deposition will be required to take an oath that it has not been opened or altered since he received it.

The Commissioner must return the commission.

No.....

THE STATE OF ALABAMA,

County.

CIRCUIT COURT, IN EQUITY.

Complainant.....

vs.

Defendant.....

COMMISSION TO TAKE DEPOSITION
ON INTERROGATORIES.

COMMISSIONERS:

WITNESSES:

THE STATE OF ALABAMA, } No.....
Baldwin..... County. } CIRCUIT COURT IN EQUITY.

Edwin A. Bankester Complainant.....
vs.

BayMinette Land Company, a corporation, Defendant.....

DEPOSITION OF Edwin A. Bankester

By virtue of the Commission hereto annexed, issued by the Register for said Court of said County, in the above stated cause pending in said Court of said County,

I, Charles Hall, Esq., the Commissioner named in said Commission, have called and caused to come before me Edwin A. Bankester

the witness named in the Commission, and having first sworn the said witness to speak the truth, the whole truth and nothing but the truth, the said witness deposes and says as follows:

My name is Edwin A. Bankester; I am over the age of twenty-one years; I reside near BayMinette, in Baldwin County, Alabama.

I have resided in Baldwin County all of my life.

I am the Complainant in this case. I am the party who purchased the ten acre tract of land described in the Bill of Complaint in this case. The BayMinette Land Company on June 1st, 1913, contracted with David R. Spencer to sell him the ten acres of land described in the instrument of writing attached to the Bill of Complaint in this case, and marked Exhibit "A", said Exhibit is a true copy of the original contract given said Spencer by the BayMinette Land Company. On May 14th, 1917, said David R. Spencer transferred and assigned to me all his right, title and interest in said contract of sale on my payment to him of Two hundred Dollars and assuming the payment of said Spencer's notes to the BayMinette Land Company, with the interest amounting on May 1st, 1917, to \$426.83, said assignment is copied on the paper marked Exhibit "A", and the same is a true and correct copy of said assignment.

Said assignment by Spencer to me was written out in the office of the BayMinette Land Company by some officer of the Company and was there signed by said Spencer and the \$200.00 paid to him.

Exhibit "B" is a copy of the original paper given me by the BayMinette Land Company on May 15th, 1917, reciting the transaction

between David R. Spencer and me and the BayMinette Land Company. I herewith hand to the Commissioner to be attached to this deposition the Original of said Exhibit "B". I also attach the original contract of sale given David R. Spencer by the BayMinette Land Company and the transfer and assignment of said contract of sale by David R. Spencer to me both of which are embraced in Exhibit "A" to the Bill.

Within 90 days after the 15th, of May 1917, I deposited in the Baldwin County Bank the sum of \$100.00 and instructed the Bank to pay the same over to the BayMinette Land Company as soon as said Company left with them a warranty Deed conveying me the ten acres of land described in the Bill of Complaint in this cause. The BayMinette Land Company had notice that this \$100.00 was so deposited to pay the balance due by me on the purchase of said 10 acres of land.

On July 9th, 1918, I deposited the sum of \$100.00 with Mr. T.W. Richerson, as Clerk of the Circuit Court of Baldwin County, Alabama, the same being the balance due the BayMinette Land Company for the purchase of the ten acre tract of land described in the Bill of Complaint in this case.

Within a day or two after the assignment by David R. Spencer to me of the contract of sale above referred to, Spencer put me in possession of said tract of land and I have been living on the same and in possession of it ever since that time up to the present time and no one has ever made any adverse claim for said land. The assignment of said contract of sale was made with the knowledge and approval of the BayMinette Land Company and they knew of my taking possession of said land.

E. Davis A. Banker

Bay Minette Land Company

Bay Minette, Baldwin Co., Ala.

June 1st, 1913.

May 14, 1917

In consideration of two hundred (\$200.) dollars this day paid me by Edwin A. Bankester, I hereby transfer and assign to him all my rights, title and interest under this contract of sale from the Bay Minette Land Company. Said Bankester is to assume and pay Mr. David R. Spencer, to the said Company notes given it by me Bay Minette, Alabama. amounting, with interest to May 1st, 1917, to \$426.83.

Dear Sir:-

David R. Spencer

We have this day sold you at \$67.50 per acre ten acres of land in Section 28, Township Two south (2-S), Range three east (3-E), lying between the Daphne Road and the Fort Morgan Railroad described as follows:-

"Beginning at a point on the eastern boundary of the Daphne Road 244 feet south and 383 feet east from the southeast corner of the northwest quarter (NW 4) of Section 28, Township Two south (2-S), Range Three east (3-E), thence southerly along the eastern boundary of said Daphne Road as it meanders 1,056 feet to a corner post; thence north 79 -- 05 east 373 feet to a corner post on the westerly right of way of the Bay Minette and Fort Morgan Railroad; thence north 4 -- 45 east and along said right of way 970 feet to a stake; thence westerly 525 feet to the point or place of beginning: containing in all ten acres be the same more or less."

You have this day paid us in cash Twenty-five dollars (\$25.00) and are to pay us Twenty-five dollars (\$25.00) on the first days of September, December, March and June of each year until the balance of Six hundred and fifty dollars (\$650.00) is fully paid. Said deferred payments being represented by your negotiable notes, each for the sum of \$25.00, all bearing interest from this date at 8 per cent.

In the event of two of said purchase money notes being due and unpaid this Company may at its option cancel the sale.

This Company is to pay the taxes on said land becoming due October 1st, 1913; you are to assess the land for taxation on October 1st, 1913, and to pay the taxes for the year 1914 and subsequently.

As soon as all of the above obligations have been paid this Company is to give you a general warranty deed to said property and all payments made by you are under this Company's guarantee of title.

Bay Minette Land Company,

By

Thos. W. Gilmer
Manager.

*Original of
Exhibit "A"*

Bay Minette Land Company

*Original of
Exhibit "B"*

Bay Minette, Baldwin Co., Ala., May 15th, 1917. 191

Mr. Edwin A. Bankester

Bay Minette, Ala.

Dear Sir:--

We have this day sold you the ten acres of land in Section 28 T2S R3E. heretofore sold David R. Spencer.

You have bought Spencer's interest in the ten acres and have paid him for same the sum \$200.00 and have paid or agree to pay to the Bay Minette Land Company the balance ^{due} the said Company by said Spencer amounting to \$426.83 of which \$326.83 has been paid in cash receipt of which is hereby acknowledged and the balance of \$100.00 you agree to pay in Ninety days.

On the payment of the \$100.00 with interest you are to receive a Warranty Deed from the Bay Minette Land Company.

*Bay Minette Land Co.
Jay W. Fletcher
agent*

Bay Minette is the Door Yard of the Middle West.

THE MOST FAVORABLE LOCATION FOR TRUCK AND FRUIT GROWING IN THE UNITED STATES

Bay Minette, Alabama, May 14, 1917



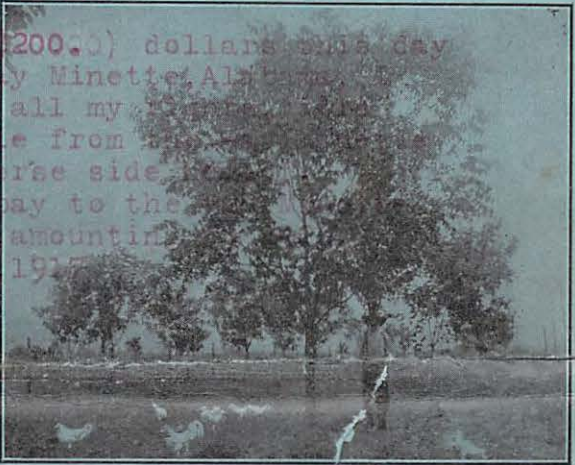
- A.—Southern Indiana, the center of population of the United States.
- B.—Bay Minette directly south of the center of population and less than 24 hours by rail.
- C.—Mobile 26 miles west of Bay Minette and the nearest port of any in the United States to the entrance of the Panama Canal.

Bay Minette enjoys a mild California winter and a much cooler summer with a normal rainfall.

CLIMATE: Bay Minette is the county seat of Baldwin County. The United States Soil Survey of Baldwin County, Alabama says: "The climate of this area may be described as warm temperate. The winters are mild, the weather much of the time being clear and pleasant. The summers, while long, are not unpleasant being agreeably tempered by the gulf breezes."

The United States Government Soil Survey says that these lands about Bay Minette are Norfolk fine sandy loam. "The Norfolk fine sandy loam is a comparatively heavy soil, somewhat more draught resistant than the previously mentioned types. It is readily improved and may be considered one of the best types for mixed farming to be found on the uplands."

This is a grayish sandy loam, fine texture and very pleasant to work. It is underlaid with a fine sandy clay which retains the moisture to a degree that makes the combination one of the most ideal truck farming soils in the country, where three to four crops a year are the usual thing.



Pecan tree at Bay Minette five years old. A mature Pecan Grove is the best paying orchard it is possible to own.



Irish Potatoes 300 bushels to the acre.
100

Bay Minette is 48 hours nearer any part of the fruit and vegetable market than California. With the exception of the oranges it can produce every California crop in profusion, and with a much richer flavor than any irrigated product, and the Bay Minette Satsuma oranges are ripe a month before any other variety of orange.

THE HEALTHIEST PART OF THE SOUTH.

Bay Minette is at the top of a gradually rising ridge and is approximately the highest land on the Gulf of Mexico. All the streams of Baldwin County rise within four or five miles of Bay Minette and flow away north, south, east and west insuring a dry healthful malarial proof locality, ten miles from the bay with ocean breezes.

This wonderful healthy location enjoys a water of wonderful purity. Bacteriological and chemical analysis of this unusually pure water can be furnished on application. Such a water is a veritable life prolonger.



I, Chas Hall the said Commissioner, hereby certify that the foregoing testimony was taken down in writing by me in the words of the witness, and were read over to him that he assented, swore to and subscribed the same in my presence, the Ninth day of July 1918, at my office in Bay Minette Alabama; that I have personal knowledge of, or had proof made before me of the identity of the witness, and that I am not of counsel or of kin to any of the parties to said cause, or in any manner interested in the result thereof; that the said witness was examined by W.S. Anderson, Solicitor for Complainant in my presence as such commissioner.
 And I enclose the said Deposition, together with the Commission ~~and Interrogatories, Deo and Cross~~ and documents which were deposited to, in an envelope properly indorsed and sealed and returned to the Register for said Court of said County.

Given under my hand and seal, this Ninth day of July 1918
Chas Hall (L. S.)
 Commissioner.

WITNESS' FEES.

I hereby certify that the following named witnesses are entitled to the amounts stated below :

Witness.....	Days attendance at \$1.50 per day, \$.....
	Miles traveled at 5 cts. per mile,
.....	Days attendance at \$1.50 per day,
	Miles traveled at 5 cts. per mile,
.....	Days attendance at \$1.50 per day,
	Miles traveled at 5 cts. per mile,
.....	Days attendance at \$1.50 per day,
	Miles traveled at 5 cts. per mile,

COMMISSIONER'S FEES.

Commissioner..... Days at \$1.50 per day, \$5.00
 Words at 20c per 100,

No. 92 Page.....

THE STATE OF ALABAMA,
Calhoun County.

CIRCUIT COURT, IN EQUITY.

Edwin A. Amstutz
 vs.
Bay Minette Land Company

DEPOSITION TAKEN BEFORE
 COMMISSIONER

DEPOSITION OF
Edwin A. Amstutz

for Complainant

Filed 7/9 1918
of William Byrd
 Published by order of Court,
7/9 1918
W. Byrd Register.

The State of Alabama) No.92 CIRCUIT COURT, IN EQUITY.

Baldwin County.)

Edwin A. Bankester vs. Bay Minette Land Company, a Corporation.

This cause coming on to be heard in Vacation, was submitted upon the Bill of Complaint, decree pro confesso, the Deposition of Edwin A. Bankester, with the Exhibits thereto attached, as noted by the Register; and upon consideration thereof, the Court is of opinion that Complainant is entitled to the relief prayed for in his Bill of Complaint.

It is therefore ordered, adjudged and decreed by the Court that the Complainant having paid in full the purchase price for the land described in the Bill of Complaint, including the balance of One Hundred Dollars, heretofore tendered the defendant and now deposited in the hands of the Register of this Court, the defendant, the Bay Minette Land Company is hereby ordered to make and deliver to the said Edwin A. Bankester, the Complainant, a deed with a general warranty of the title, to the land described in the Second paragraph of the Bill of Complaint, viz: A certain ten acres of land in Baldwin County, Alabama in Section Twenty-eight (28), Township Two (2) South, Range Three (3) East, lying between the Daphne Road and the Fort Morgan Railroad, described as follows:

Beginning at a point on the Eastern boundary of the Daphne Road 244 feet South and 383 feet east from the southeast corner of the North-West quarter (NW-4) of Section 28, Township two South (2-S), Range Three East (3-E), thence southerly along the eastern boundary of said Daphne Road as it meanders 1056 feet to a corner post; thence North 79--05 East 373 feet to a corner post on the westerly right of way of the Bay Minette and Fort Morgan Railroad; thence north 4--45 east and along said right of way 970 feet to a stake; thence westerly 525 feet to the point or place of beginning; containing in all ten acres be the same more or less.

It is further ordered by the Court that if the defendant, the Bay Minette Land Company, shall fail to make and deliver to the Complainant in this case, such deed as above ordered, within Thirty days after the filing of this Decree, then the Register of this Court, shall make a certified copy of this Decree and have the same recorded in the registry of deeds in Baldwin County, Alabama, as provided in Section 3366 of the Code of Alabama of 1907, and such Decree when so recorded shall stand in the place of a deed. The Register will pay the recording fees and the fee for certifying said decree as a part of the costs in this case. It is further ordered that the defendant pay the costs in this case for which let execution issue.

In Vacation, this 10th day of July 1918, A. E. Gamber Judge.

Edwin A. Bankester,
Complainant.

vs.

Bay Minette Land Company,
a corporation, Defendant.)

)
) In the Circuit Court of Baldwin County,
)
) Alabama. In Equity.

To the Honorable A. E. Gamble, Judge of said Court:

1.

Humbly complaining showeth unto your Honor Your Orator Edwin A. Bankester, that he is over the age of twenty-one years and a resident of Baldwin County, Alabama; that the defendant is a corporation created and existing under the laws of Alabama and doing business in Baldwin County, Alabama.

2.

Orator shows unto your Honor that on June 1st.1913, the defendant Bay Minette Land Company entered into a contract of sale with one David R. Spencer for a certain ten acres of land in Baldwin County, Alabama, in Section 28 Township 2 South, Range 3 East, lying between the Daphne Road and the Fort Morgan Railroad, described as follows:-

"Beginning at a point on the eastern boundary of the Daphne Road 244 feet south and 383 feet east from the southeast corner of the north west quarter (NW 4) of Section 28 Township Two South (2-S), Range Three East (3-E), thence southerly along the eastern boundary line of said Daphne Road as it meanders 1056 feet to a corner post; thence north 79 05 east 373 feet to a corner post on the westerly right of way of the Bay Minette and Fort Morgan Railroad; thence thence north 4 -- 45 east and along said right of way 970 feet to a stake; thence westerly 525 feet to the point or place of beginning: containing in all ten acres be the same more or less."

Said David R. Spencer was put in possession of said land and gave his notes for the balance of the purchase money. Before he had finished paying said notes and when it was ascertained that he owed the defendant a balance of \$426.83, on May 14th 1917 said David R. Spencer assigned and transferred his contract of sale from the Bay Minette Land Company to Orator for the sum of \$200. in cash and his further agreement to pay to the Bay Minette Land Company, the balance due by said Spencer on said contract of sale, viz: the sum of \$426.83. A copy of said Contract of Sale by the Bay Minette Land Company to said Spencer and the assignment thereof written across its face is hereto attached marked Exhibit "A" and made a part of this Bill of Complaint.

3.

Orator shows unto your Honor that the transfer and assignment of said contract of sale to Orator was made with the knowledge and consent of the Bay Minette Land Company, as a matter of fact said assign-

ment was written out in the office of the Bay Minette Land Company and there signed by said Spencer, the writing of said assignment was done by one of the officers of said Company. ~~The terms and conditions of~~

The terms and conditions of ^{Orator's} ~~the~~ arrangement with the Bay Minette Land Company were then agreed upon, and the next day, May 15th 1917, they were reduced to writing; ^{Orator} ~~he~~ paid to the agent of the Company, the sum of Three Hundred and twenty-six 83/100 Dollars, and was given the obligation of the Company, stating the entire transaction, his purchase from Spencer for \$200. and his agreement to pay the Bay Minette Land Company the balance due by said Spencer amounting to \$426.83, his payment in cash of Three Hundred and twenty-six 83/100 Dollars and his agreement to pay the balance, \$100, in ninety days, and on the payment of such balance of \$100. that he was to receive a warranty deed from the Bay Minette Land Company to said land. A copy of said agreement or obligation of the Bay Minette Land Company to Orator is hereto attached marked Exhibit "B" and made a part of this Bill of Complaint.

4.

Orator shows unto your Honor that ~~within~~ that he was put in possession of said land ^{by said Spencer} immediately after his purchase, that he has lived on said land ever since, occupying the same with his family and cultivating ~~part~~ of the land, and no one has ever disputed his possession or disturbed its occupancy by him up to this time.

5.

Orator shows unto your Honor that within ninety days from his purchase and payment to Defendant of Three Hundred and twenty-six 83/100 Dollars he made a tender of said sum of One Hundred Dollars, with interest to said Bay Minette Land Company and demanded a warranty deed to said land, but said defendant refused to make him a warranty deed to said land and declined to accept said tender. And Orator avers that he is ready and willing at any time to pay over to said Defendant the amount of said balance due on defendant's delivering a warranty deed to said land.

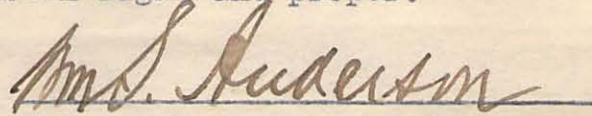
Prayer for Process.

To the end therefore that equity may be done in the premises, your Orator prays that the defendant, the Bay Minette Land Company, may be made a party defendant to this Bill of Complaint, that the State's process of subpoena may issue to said Defendant, that it may be required

to plead, answer or demur to this his bill of complaint within the time required by law and the rules of this Court.

Prayer for Relief.

Orator further prays that upon the hearing of this cause, your Honor will order and decree that Complainant is entitled to specific performance of his contract with defendant, and that said Bay Minette land Company be required to make and deliver to Orator a proper Warranty Deed to the land described in the Second paragraph of this Bill upon the payment by orator of said sum of One Hundred Dollars and interest, up to the time of said tender by Orator; and Orator prays for such other, further or different relief to which he may be entitled in equity, as to your Honor may seem right and proper.



Solicitor for Complainant.

Foot Note:

The defendant is required to answer each paragraph of the foregoing Bill of Complaint, from Paragraph 1 to paragraph 5 both inclusive, but not under oath, the oath to such answer is expressly waived.



Solicitor for Complainant.

BAY MINETTE LAND COMPANY

Bay Minette, Baldwin County., Ala.

June 1st.1913.

Mr David R. Spencer,
Bay Minette, Alabama.

Dear sir:

We have this day sold you at \$67.50 per acre ten acres of land in Section 28, Township Two South (2-S), Range three east (3-E) lying between the Daphne Road and the Fort Morgan Railroad, described as follows:-

"Beginning at a point on the eastern boundary line of the Daphne Road 244 feet South and 383 feet East from the southeast corner of the northwest quarter (NW 4) of Section 28, Township Two South (2-S), Range Three east (3-E), thence southerly along the eastern boundary of of said Daphne Road as it meanders 1056 feet to a corner post; thence north 79 --05 east 373 feet to a corner post on the westerly right of way of the Bay Minette and Fort Morgan Railroad; thence north 4 -- 45 east and along said right of way 970 feet to a stake; thence westerly 525 feet to the point or place of beginning: containing in all ten acres be the same more or less."

You have this day paid us in cash Twenty-five dollars (\$25.00) and are to pay us Twenty-five dollars (\$25.00) on the first days of September, December, March and June of each year until the balance of Six hundred and fifty dollars (\$650.00) is fully paid. Said deferred payments being represented by your negotiable notes, each for the sum of \$25.00, all bearing interest from this date at 8 per cent.

In the event of two of said purchase money notes being due and unpaid this Company may at its option cancel the sale.

This Company is to pay the taxes on said land becoming due October 1st 1913; you are to assess the land for taxation on October 1st 1913, and to pay the taxes for the year 1914 and subsequently.

As soon as all of the above obligations have been paid this Company is to give you a general warranty deed to said property and all payments made by you are under this Company's guarantee of title.

Bay Minette Land Company

By Thos. W. Gilmer

Manager.

May 14, 1917
In consideration of two hundred (\$200.) dollars this day paid me by Edwin A. Bankester, I hereby transfer and assign to him all my rights, title and interest under this contract of sale from the Bay Minette Land Company. Said Bankester is to assume and pay to the said Company notes given it by me amounting, with interest to May 1st 1917 to \$426.83

David R. Spencer.

EXHIBIT "A".

BAY MINETTE LAND COMPANY

Bay Minette, Baldwin Co., Ala., May 15th. 1917

Mr Edwin A. Bankester

Bay Minette, Ala.

Dear sir:--

We have this day sold you the ten acres of land in Section 28 T 2 S R 3 E, heretofore sold David R. Spencer.

You have bought Spencer's interest in the ten acres and have paid him for same the sum \$200.00 and have paid or agree to pay the Bay Minette land Company the balance due the said Company by said Spencer amounting to \$426.83 of which \$326.83 has been paid in cash, receipt of which is hereby acknowledged and the balance of \$100.00 you agree to pay in Ninety days.

On the payment of the \$100.00 with interest you are to receive a Warranty Deed from the Bay Minette Land Company.

Bay Minette Land Co.

by W. H. Fletcher

Agent.

EXHIBIT "B"

EXHIBIT "B"

THE STATE OF ALABAMA,
BALDWIN COUNTY.

CIRCUIT COURT OF BALDWIN COUNTY,
IN EQUITY.

To any Sheriff of the State of Alabama—GREETING:

WE COMMAND YOU, That you summon

Land Co a Corporation

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

Edwin A. Banker

against said

*Bay Minette Land Company,
a Corporation*

and further to do and perform what said Judge shall order and direct in that behalf. And this the said Defendant shall in no wise omit, under penalty, etc. And we further command that you return this writ with your endorsement thereon, to our said Court immediately upon the execution thereof.

WITNESS, T. W. Richerson, Register of said Circuit Court, this *13* day of *May*

191*8*

T. W. Richerson

Register.

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

2

Serve on.....

CIRCUIT COURT OF BALDWIN COUNTY,
IN EQUITY.

No. 92.....

SUMMONS.

Edwin A. Bankester

vs.

Bay Minette Land Company
a corporation.

Solicitor for Complainant.

Recorded in Vol.....Page.....

THE STATE OF ALABAMA,
BALDWIN COUNTY.

Received in office this 13th

day of May 1918

Sheriff.

Executed this 13th day of

May 1918

by leaving a copy of the within Summons with

TW ^{manger} ~~General~~ ^{and}
Bayminette Land Co.

Defendant

C. E. C. ~~Bank~~

Sheriff

By

O. B. Richardson

Deputy Sheriff.

CIRCUIT COURT, IN EQUITY.

THE STATE OF ALABAMA, }
Baldwin County. }

No. Term, 1908

Edwin A. Bankester Complainant

vs.

Bay Minette Land Company, a corporation. Defendant

To T. W. Richerson, Register:

In the above stated cause a Decree Pro Confesso having been taken against the Defendant, and evidence having been taken, and the cause being ready for submission for final decree, and no defense having been interposed, the Complainant, by Wm S. Anderson, his Solicitor Solicitors of record, now files with the Register of this Court this written request to deliver the papers in this cause to the Judge for final decree in vacation.

Wm S. Anderson
Solicitors for Complainant.

3

No. 92 Page

THE STATE OF ALABAMA,

Baldwin County.

CIRCUIT COURT, IN EQUITY.

Edwin A. Bankester

vs.

Bay Minette Land Company, a

corporation

REQUEST FOR DECREE IN
VACATION.

Filed July 9th 1918.

Register.

Recorded in Record

Vol. Page

Register.

THE STATE OF ALABAMA,

Madison County.

No. *92*

CIRCUIT COURT, IN EQUITY.

Edwin A. Bauckester

Complainant

Bay Minette Land Company,
a Corporation

Defendant

In this cause it appears to the

Register

that a Summons requiring the Defendant

Bay Minette Land Company,
a Corporation

to appear and demur, plead to or answer the Bill of Complaint in this cause within thirty days after the service of said Summons upon

J. W. Gilman, Manager of said defendant Company
was served upon by the Sheriff of *Madison* County, Alabama, on the

13th

day of

May

19*18*, and the said Defendant

having

failed to demur, plead to or answer the said Bill of Complaint to this date, it is now, therefore, on motion of

Complainant's Solicitor

ordered and decreed that the said Bill of Complaint in this cause be and it hereby is in all things taken as confessed against the said

Bay Minette Land Company,
a Corporation

Defendant aforesaid.

This *17* day of

June 19*18*

J. W. Gilman

Register.

No. 92 4 Page

THE STATE OF ALABAMA,

Madison County.

CIRCUIT COURT, IN EQUITY.

Edwin A. Bruckner

vs.

Bay Minette
Land Company

DECREE PRO CONFESSO ON
PERSONAL SERVICE.

Issued 6/17 1918

F. W. Beckman
Register.

Recorded in.....Record,

Vol.....Page.....

Register.