

ESCAMBIA TREATING COMPANY,
A Corporation

Plaintiff,

VS.

G. C. COGGIN, COMPANY, INC.,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

1975

COMPLAINT

1. The Plaintiff claims of the Defendant Seven Hundred Twenty Six Dollars and Twenty-five Cents (\$726.25) damages, for a trespass by Defendant, acting by and through its servants, agents or employees, acting within the line and scope of their authority as such servants, agents or employees, on the following tract of land, viz:

A tract of land known as the Nelson Estate, lying in the Nicholas Cook Grant, partly in Section 38, Township 7 South, Range 2 East, and partly in Section 4, Township 8 South, Range 2 East, and described as follows: Beginning at the center of the mouth of Muddy Bayou on the West shore of Weeks Bay and thence run Northerly along the Bay Shore 990 feet, more or less, to the fence line marking the South line of Lot #2 of the Durant Subdivision of said Grant; thence run North 70 degrees, 30 minutes West, 24.1 chains to the Southwest corner of said Lot #2; thence run South 34 degrees, 0 minutes West 4.47 chains to the Northeast corner of Lot #9; thence run West 39.44 chains to the West line of the Nicholas Cook Grant; thence run South 10 degrees, 0 minutes East 4400 feet, more or less, along the West line of said Grant to a point which is 700 feet from the margin of Mobile Bay, measured at right angles thereto; thence run South 79 degrees 0 minutes East, 3000 feet, more or less, to a point on the West line of Lot #8 said point also being 700 feet from the margin of Mobile Bay, measured at right angles thereto; thence run North 12 degrees, 30 minutes East, 422 feet to a corner; thence run West 396 feet to a corner; thence run North 10 degrees, 0 minutes West 1727 feet to a corner on the South line of Lot #4; thence run South 80 degrees, 30 minutes West, 1200 feet, more or less, to the Southwest corner of Lot #4; thence run North 13 degrees, 30 minutes West, 1607 feet, more or less, to a corner of Lot #3 in the center of Muddy Bayou; thence run Easterly by the meanders of Muddy Bayou to the point of beginning.

The above tract comprising all of Lot #3 which lies North of Muddy Bayou, together with all of Lot 9, excepting a strip approximately 700 feet deep from the margin of Mobile Bay, extending across the entire South end of Lot 9.

The above tract containing 385 acres, more or less, and the above mentioned lots being in accordance with a survey and subdivision of the Nicholas Cook Grant as recorded in Deed Book 2 NS, pages 646-647, of the Baldwin County Probate Records.

belonging to and in the possession of the Plaintiff and for cutting the timber thereon on or about, to-wit: November 20, 1952.

2. The Plaintiff claims of the Defendant Seven Hundred Twenty Six Dollars and Twenty-five Cents (\$726.25) damages for a trespass by Defendant, or others by Defendant's authority and direction, on the following tract of land, viz:

A tract of land known as the Nelson Estate, lying in the Nicholas Cook Grant, partly in Section 38, Township 7 South, Range 2 East, and partly in Section 4, Township 8 South, Range 2 East, and described as follows: Beginning at the center of the mouth of Muddy Bayou on the West shore of Weeks Bay and thence run Northerly along the Bay Shore 990 feet, more or less, to the fence line marking the South line of Lot #2 of the Durant Subdivision of said Grant; thence run North 70 degrees, 30 minutes West, 24.1 chains to the Southwest corner of said Lot #2; thence run South 34 degrees, 0 minutes West 4.47 chains to the Northeast corner of Lot #9; thence run West 39.44 chains to the West line of the Nicholas Cook Grant; thence run South 10 degrees, 0 minutes East 4400 feet, more or less, along the West line of said Grant to a point which is 700 feet from the margin of Mobile Bay, measured at right angles thereto; thence run South 79 degrees 0 minutes East, 3000 feet, more or less, to a point on the West line of Lot #8 said point also being 700 feet from the margin of Mobile Bay, measured at right angles thereto; thence run North 12 degrees, 30 minutes East, 422 feet to a corner; thence run West 396 feet to a corner; thence run North 10 degrees, 0 minutes West 1727 feet to a corner on the South line of Lot #4; thence run South 80 degrees, 30 minutes West, 1200 feet, more or less, to the Southwest corner of Lot #4; thence run North 13 degrees, 30 minutes West, 1607 feet, more or less, to a corner of Lot #3 in the center of Muddy Bayou; thence run Easterly by the meanders of Muddy Bayou to the point of beginning.

The above tract comprising all of Lot #3 which lies North of Muddy Bayou, together with all of Lot 9, excepting a strip approximately 700 feet deep from the margin of Mobile Bay, extending across the entire South end of Lot 9.

The above tract containing 385 acres, more or less, and the above mentioned lots being in accordance with a survey and subdivision of the Nicholas Cook Grant as recorded in Deed Book 2 NS, pages 646-647, of the Baldwin County, Probate Records.

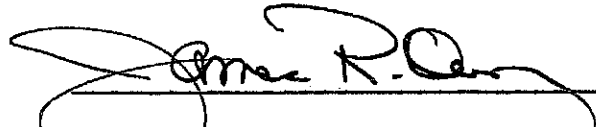
belonging to and in possession of the Plaintiff and for cutting the timber thereon, on or about, to-wit: November 20, 1952.

3. The Plaintiff claims of the Defendant Seven Hundred Twenty Six Dollars and Twenty-five Cents (\$726.25) damages for wrongfully taking or causing to be wrongfully taken by its agents, servants or employees while acting in the line and scope of their authority, on or about, to-wit: November 20, 1952, the following goods and chattels, the property of the Plaintiff, viz:

154 pine trees.

Out
4. The Plaintiff claims of the Defendant One Thousand Five Hundred Forty Dollars (\$1540.00) damages for this: on or about

to-wit: November 20, 1952, the Defendant acting by and through its servants, agents or employees, acting within the line and scope of their authority as such agents or employees, did cut down or take away one hundred fifty four (154) pine trees from Plaintiff's property, willfully, knowingly and without Plaintiff's consent.


Attorney for Plaintiff.

Plaintiff demands a trial of said cause by jury.


Attorney for Plaintiff

we the jury find
for the defendant

James
James McDaniel

CD 1975
578 RECORDED
COMPLAINT

ESCAMETA TREATING COMPANY,
a Corporation,

Plaintiff,

VS.

C. C. COGGIN, COMPANY, INC.,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

FILED
4-24-53

MR. J. DUCK, CLERK

JAMES R. OWEN

RECEIVED
BALDWIN COUNTY, ALABAMA
APR 5 1953

Received in Sheriff's Office
this 4th day of April 1953
TAYLOR WILKINS, Sheriff

Received 26th Day of April 1953
and on 26th Day of April 1953

I served a copy of the within on

on H. C. Coggin, Company

by service on H. C. Coggin

W. H. HOLCOMBE, Sheriff

By *James R. Owen* D.S.
BALDWIN COUNTY, ALA.

ESCAMBIA TREATING COMPANY,)	IN THE CIRCUIT COURT OF
A Corporation,)	
)	
Plaintiff,)	BALDWIN COUNTY, ALABAMA
)	
Versus)	
)	AT LAW.
G. C. COGGIN COMPANY, INC.)	
)	
Defendant.)	NO. 1975
)	

A N S W E R

Comes the defendant in the above styled cause and for answer to each count of the complaint, separately and severally, interposes the following separate and several pleas:

1. That it is not guilty.

2. That the material allegations of such count are not true.

3. Defendant G. C. Coggin Company, Inc. further says that: On, to-wit, August 18, 1952, by deed recorded in Deed Book 184, page 488 of the records of the Probate Court of Baldwin County, Alabama, it purchased certain timber from the Protestant Episcopal Church of the Diocese of Alabama, a religious corporation, hereinafter sometimes called the Church. In connection with such transaction between said G. C. Coggin Company, Inc. and said Church the said grantee was furnished by said Church with a survey covering the timber conveyed by said deed and the location of such timber was physically designated on the land.

Defendant says that all of the timber which it cut in the vicinity, and all the timber referred to by the plaintiff in its allegations herein, was timber which G. C. Coggin Company, Inc. was authorized to cut under said timber deed, survey and designation; and that such timber was not the property of the plaintiff, as alleged herein, but was the property of said Church immediately prior to said conveyance of August 18, 1952 to G. C. Coggin Company, Inc. Defendant further says that, in any event, the question of the ownership of the

timber referred to in the plaintiff's allegations therein should be determined between the plaintiff and said Protestant Episcopal Church of the Diocese of Alabama.

Defendant further says that said Church warranted its title to said timber in said deed of August 18, 1952, and that in view of such warranty, said Church is and should be held liable for such sums, if any, as the plaintiff may be entitled to receive on account of the matters and things herein alleged.

WHEREFORE, defendant G. C. Coggin Company, Inc. prays that said Protestant Episcopal Church of the Diocese of Alabama shall be made a party hereto, as a co-defendant; that said Church shall defend this suit; and that the defendant G. C. Coggin Company, Inc. shall be relieved from any responsibility in connection herewith.



Attorney for Defendant

RECORDED

1
1
Filed 8-18-33
Alice French
Clerk

ESCAMBIA TREATING COMPANY,
A Corporation,

Plaintiff,

VS.

G. C. COGGIN COMPANY, INC.,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

NO. 1975

AMENDED DEMURRER

Now comes the Plaintiff in the above styled cause and amends the demurrer heretofore filed in this cause so that when amended the same demurrer will read as follows:

Now comes the Plaintiff and demurs to Plea 3 of the answer heretofore filed in this cause and as grounds therefor assigns the following separately and severally:

1. It alleges no facts which constitute a defense to the Complaint.

2. It attempts to raise an immaterial issue.

3. It attempts to raise issues between the Defendant and another party, not a party to this suit.

4. No facts are alleged to show that the Protestant Episcopal Church of the Diocese of Alabama has an interest in the subject matter of the suit.

5. No facts are alleged to show that the Protestant Episcopal Church of the Diocese of Alabama has any claim and cause of action against the Plaintiff in this suit.

6. It does not appear that the Protestant Episcopal Church of the Diocese of Alabama has petitioned the Court for leave to intervene in this cause as required by Title 7, Section 247 of the 1940 Code of Alabama.

7. There are no facts alleged to show that the timber cut by the Defendant and for which this suit is brought was sold by the Protestant Episcopal Church of the Diocese of Alabama to the Defendant.

8. It is not alleged that the timber cut by the Defendant and for which this suit is brought was sold by the Protestant Episcopal Church of the Diocese of Alabama to the Defendant.

9. No facts are alleged to show that the Protestant Episcopal Church of the Diocese of Alabama is, or will be, liable in any way for timber cut by the Defendant on lands of the Plaintiff.

10. It affirmatively appears that the alleged transaction between the Protestant Episcopal Church of the Diocese of Alabama and the Defendant is *res inter alios acta* as to Plaintiff's action against the Defendant.

11. The interest of the Protestant Episcopal Church of the Diocese of Alabama in the litigation is not sufficiently shown.

12. The alleged liabilities of the Protestant Episcopal Church of the Diocese of Alabama to the Defendant in the event Plaintiff recovers a judgment is of no concern to the Plaintiff.

13. It does not appear that the Protestant Episcopal Church of the Diocese of Alabama has a cause of action against either the Plaintiff or Defendant and the mere right or fact of intervention does not within itself create a cause of action.

14. No judgment is sought by the Plaintiff against the Protestant Episcopal Church of the Diocese of Alabama and the liability or non-liability of the Defendant does not within itself give an actual interest to the Protestant Episcopal Church of the Diocese of Alabama in the litigation.

15. There is no privity between the Plaintiff and the Protestant Episcopal Church of the Diocese of Alabama.


Attorney for Plaintiff.

RECORDED 1976

AMENDED DEMURRER

ESCAMBIA TREATING COMPANY,
A Corporation,

Plaintiff,

VS.

G. C. COGGIN COMPANY, INC.,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 1975

FILED
AUG 21 1953
ALICE J. DUCK, Clerk

ESCAMBIA TREATING COMPANY,
a corporation,

Plaintiff,

-vs-

G. C. COGGIN COMPANY, INC.,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW.

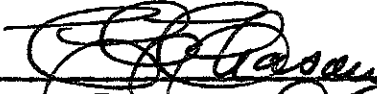

Now comes the Protestant Episcopal Church of the Diocese of Alabama, a corporation, and shows unto the Court the following:

That heretofore on, to-wit, August 18, 1952, by Timber Deed recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Deed Book 184, Page 488, the said Protestant Episcopal Church of the Diocese of Alabama, a corporation, did convey to G. C. Coggin Company, Inc., certain timber on a tract of land in Baldwin County, Alabama, therein particularly described, and did furnish to the said G. C. Coggin Company, Inc., a survey from a licensed surveyor designating the boundaries of said land on which the timber was located. The Protestant Episcopal Church of the Diocese of Alabama, a corporation, further believes and so alleges that it is the owner of certain of the land described in the amended Bill of Complaint filed in the above styled cause by the Escambia Treating Company, a corporation, as plaintiff, and that it therefore conveyed certain of the timber thereon to the defendant in the above styled cause.

The said Protestant Episcopal Church of the Diocese of Alabama, a corporation, further shows that conveyance of the timber was warrant and that if any recovery is made by the plaintiff in the above styled cause for timber or trees cut on the tract of land described in the conveyance, the said Protestant Episcopal Church of the Diocese of Alabama, will be responsible for repayment to the defendant in the above styled cause of any sums paid to the plaintiff. The Protestant Episcopal Church of the Diocese of Alabama, a corporation, therefore prays that it may be made a party defendant to the above styled cause and that it may be allowed to defend the same

against the suit of the Escambia Treating Company, a corporation, as plaintiff, and prays that in the event it is allowed to defend said suit, that the following shall be taken as and for the answer of the said Protestant Episcopal Church of the Diocese of Alabama, a corporation, to each count of the ammended Complaint, separately and severally:

1. That it is not guilty.
2. That the material allegations of such count are not true.



Attorneys for the Protestant Episcopal
Church of the Diocese of Alabama

ESCAMBIA TRADING CO,

RECORDED

G. C. COGGIN CO.

PETITION OF PROTESTANT EPIS-
COPAL CHURCH OF THE DIO-
CESE OF ALABAMA

FILED

AUG 19 1953

ALICE J. DUCK, Clerk

ESCAMBIA TREATING COMPANY,
a corporation,

Plaintiff,

vs.

G. C. COGGIN CO., INC.,

Defendant.

:
:
:
:
:
:
:
:
:
:
:

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

D E M U R R E R

Comes the defendant G. C. Coggin Co., Inc., and demurs to the complaint and each count thereof, separately and severally, and as separate and several grounds of such demurrer assigns the following:

1. Because it is not alleged that the alleged trespass was committed by a servant, agent or employee of the defendant while acting within the line and scope of his employment as such.

2. Because the allegation that the alleged trespass was committed "by Defendant, or others by Defendant's authority and direction" is not sufficient to aver a trespass for which the defendant may be held liable.

3. Because the one hundred fifty-four (154) pine trees alleged to be the property of the plaintiff are not "goods and chattels".

4. Because an action for trover or conversion does not lie as to real property.

5. Because the allegations are insufficient to state a cause of action in trespass or in trespass on the case.


6. Because it is not alleged that the one hundred fifty-four (154) pine trees were the property of the plaintiff.

7. Because the allegations of damages are mere conclusions of the pleader.

8. Because the location of said one hundred fifty-four (154) pine trees is not averred.

9. Because the plaintiff's property is not described.

10. Because no facts are averred to show that the plaintiff is entitled to any penalty.


Attorney for defendant

1975'

RECORDED

FILED
MAY 23 1953
ALICE J. DUCK, Clerk

ESCAMBIA TREATING COMPANY,
A Corporation,

Plaintiff,

VS.

G. C. COGGIN COMPANY, INC.,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW NO. 1975

DEMURRER

Now comes the Plaintiff and demurs to that certain paper which purports to be a petition for intervention heretofore filed in the above styled cause by Cecil G. Chason and Norborne C. Stone, Jr., on behalf of the Protestant Episcopal Church of the Diocese of Alabama and as grounds for said demurrer assigns the following separately and severally:

1. It attempts to raise an immaterial issue.
2. It attempts to raise issues between the Defendant and another party, not a party to this suit.
3. No facts are alleged to show that the Petitioner has an interest in the subject matter of the suit.
4. No facts are alleged to show that the Petitioner has any claim and cause of action against the Plaintiff in this suit.
5. It does not appear that the Petitioner has petitioned the Court for leave to intervene in this cause as required by Title 7, Section 247 of the 1940 Code of Alabama.
6. There are no facts alleged to show that the timber cut by the Defendant and for which this suit is brought was sold by the Petitioner to the Defendant.
7. It is not alleged that the timber cut by the Defendant and for which this suit is brought was sold by the Petitioner to the Defendant.
8. No facts are alleged to show that the Petitioner is, or will be, liable in any way for timber cut by the Defendant on lands of the Plaintiff.
9. It affirmatively appears that the alleged transaction between the Petitioner and the Defendant is res inter alios acta as to Plaintiff's action against the Defendant.

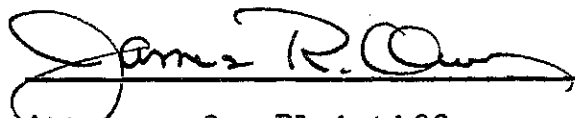
10. The interest of the Petitioner in the litigation is not sufficiently shown.

11. The alleged liabilities of the Petitioner to the Defendant in the event Plaintiff recovers a judgment is of no concern to the Plaintiff.

12. It does not appear that the Petitioner has a cause of action against either the Plaintiff or Defendant and the mere right or fact of intervention does not within itself create a cause of action.

13. No judgment is sought by the Plaintiff against the Petitioner and the liability or non-liability of the Defendant does not within itself give an actual interest to the Petitioner in the litigation.

14. There is no privity between the Plaintiff and the Petitioner.


Attorney for Plaintiff.

RECORDED

DEMURRER

ESCAMBIA TREATING COMPANY,
A Corporation,

Plaintiff,

VS.

G. C. COGGIN COMPANY, INC.,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

NO. 1975

Filed 8-20-53
Amie French
clerk

ESCAMBIA TREATING COMPANY,
A Corporation,

Plaintiff,

VS.

G. C. COGGIN COMPANY, INC.,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 1975

DEMURRERS

Now comes the Plaintiff and demurs to Plea 3 of the answer heretofore filed in this cause and as grounds therefor assigns the following separately and severally:

1. It alleges no facts which constitute a defense to the Complaint.

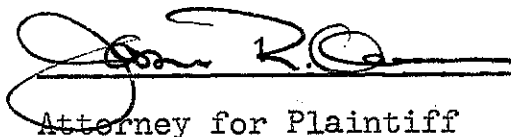
2. It attempts to raise an immaterial issue.

3. It attempts to raise issues between the Defendant and another party, not a party to this suit.

4. No facts are alleged to show that the Protestant Episcopal Church of the Diocese of Alabama has an interest in the subject matter of the suit.

5. No facts are alleged to show that the Protestant Episcopal Church of the Diocese of Alabama has any claim and cause of action against the Plaintiff in this suit.

6. It does not appear that the Protestant Episcopal Church of the Diocese of Alabama has petitioned the Court for leave to intervene in this cause as required by Title 7, Section 247, of the 1940 Code of Alabama.


Attorney for Plaintiff

RECORDED

ESCAMBIA TREATING COMPANY,
A Corporation,

Plaintiff,

VS.

G. C. COGGIN COMPANY, INC.,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 1975

FILED
AUG 19 1953
ALICE J. DUCK, Clerk

ESCAMBIA TREATING COMPANY,
A Corporation,

Plaintiff,

VS.

G. C. COGGIN COMPANY, INC.,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

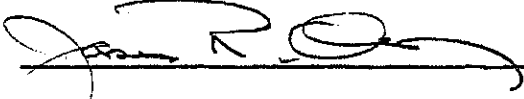
AT LAW

NO. 1975

MOTION TO STRIKE

Now comes the plaintiff and moves to strike Plea Three of the Answer heretofore filed in this cause by G. C. Coggin Company, Inc., and as grounds for said motion assigns the following separately and severally:

1. Said plea alleges no facts which constitute a defense to the complaint.
2. Said plea attempts to raise an immaterial issue.


Attorney for plaintiff.

~~MOTION TO STRIKE~~ **FILED**

ESCAMBIA TREATING COMPANY,
A Corporation,

Plaintiff,

VS.

G. C. COGIN COMPANY, INC.,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 1975

FILED

DEC 13 1975

ALICE J. MURKIN, CLERK

ESCAMBIA TREATING COMPANY,
INC., A Corporation,

Plaintiff,

vs.

G. C. COGGIN COMPANY, INC.,
A Corporation, and The
PROTESTANT EPISCOPAL CHURCH
OF THE DIOCESE OF ALABAMA,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

NO. 1975

Comes now the Protestant Episcopal Church of the Diocese of Alabama, A Corporation, by its Attorneys, and for answer to the complaint heretofore filed in this cause says as follows:

1. That the allegations thereof are untrue.

2.

Respectfully submitted,


Cecil G. Chason


Norborne C. Stone

Attorneys for the Protestant Episcopal
Church of the Diocese of Alabama.

ESCAMBIA TREATING COMPANY, INC., A
Corporation,

Plaintiff,

vs.

G. C. COGGIN COMPANY, INC., A Cor-
poration, and The PROTESTANT
EPISCOPAL CHURCH OF THE DIOCESE OF
ALABAMA,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW. NO. 1975

PLEA

Filed 3-9-54
Archie J. Stone
clerk

LAW OFFICES
CHASON & STONE
BAY MINETTE, ALABAMA

SMITH, HAND, ARENDALL & BEDSOLE
LAWYERS

HARRY H. SMITH
COUNSELOR
CHAS. C. HAND
C. B. ARENDALL, JR.
T. MASSEY BEDSOLE
THOMAS G. GREAVES, JR.
WM. BREVARD HAND
VIVIAN G. JOHNSTON, JR.
J. JEPHTA HILL

SUITE 622 FIRST NATIONAL BANK BUILDING

MOBILE, ALABAMA

MAILING ADDRESS

P. O. BOX 123
MOBILE, ALA.

CABLE ADDRESS:
HAB

May 21, 1953

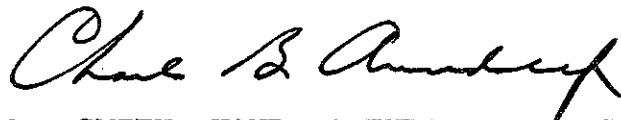
Mrs. Alice J. Duck, Clerk
Circuit Court, Baldwin County
Bay Minette, Alabama

Re: Escambia Treating Company
v. G. C. Coggin Co., Inc.

Dear Mrs. Duck:

I am enclosing the original and one copy of the
defendant's demurrer in this case, with the request
that you file the same.

Very truly yours,



for SMITH, HAND, ARENDALL & BEDSOLE

CBA:jm
enc.

SMITH, HAND, ARENDALL & BEDSOLE
LAWYERS

HARRY H. SMITH
COUNSELOR
CHAS. C. HAND
C. B. ARENDALL, JR.
T. MASSEY BEDSOLE
THOMAS G. GREAVES, JR.
WM. BREVARD HAND
VIVIAN G. JOHNSTON, JR.
J. JEPHTHA HILL

SUITE 622 FIRST NATIONAL BANK BUILDING
MOBILE, ALABAMA

MAILING ADDRESS

P. O. BOX 123
MOBILE, ALA.

CABLE ADDRESS:
HAB

June 30, 1953

Mrs. Alice J. Duck, Clerk
Circuit Court of Baldwin County
Bay Minette, Alabama

Re: Escambia Treating Company v.
G. C. Coggin Co., Inc.

Dear Mrs. Duck:

We are handing you herewith the answers of the defendant to the interrogatories propounded by the plaintiff, with the request that you file the same.

With copies of this letter we are sending conformed copies of such answers to Mr. Chason and Mr. Owen.

Very truly yours,

SMITH, HAND, ARENDALL & BEDSOLE

By 

CBA.jm
enc.

CC: Cecil G. Chason, Esq.
James R. Owen, Esq.

SUMMONS AND COMPLAINT

Moore Printing Co.

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. 1975

-----TERM, 19-----

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon G. C. Coggin, Company, Inc

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in
the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against

G. C. Coggin, Company, Inc, Defendant-----

by Escambia Treating Company, A Corp,
Plaintiff-----

Witness my hand this 24th day of April 1953.

Alvin J. Wren, Clerk

No. 1975

Page _____

THE STATE OF ALABAMA
BALDWIN COUNTY
CIRCUIT COURT

ESCAMBIA TREATING COMPANY

A Corp

Plaintiffs

vs.

G. C. COGGIN, COMPANY, INC

Defendants

SUMMONS and COMPLAINT

Filed 4-24-53, 19____

_____, Clerk

Plaintiff's Attorney

Defendant's Attorney

RECORDED
Defendant files at

RECEIVED IN OFFICE

_____, 19____

_____, Sheriff

I have executed this summons

this _____, 19____
by leaving a copy with

Sheriff

Deputy Sheriff

ESCAMBIA TREATING COMPANY,
A Corporation,

Plaintiff,

VS.

G. C. COGGIN COMPANY, INC.,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 1975

DEMURRER

Comes the Plaintiff in the above styled cause and demurs to the Petition for Intervention heretofore filed in this cause on behalf of Protestant Episcopal Church of the Diocese of Alabama and as grounds for said demurrer assigns the following separately and severally:

1. It attempts to raise an immaterial issue.
2. It attempts to raise issues between the Defendant and another party, not a party to this suit.
3. No facts are alleged to show that the Petitioner has an interest in the subject matter of the suit.
4. No facts are alleged to show that the Petitioner has any claim and cause of action against the Plaintiff in this suit.
5. There are no facts alleged to show that the timber cut by the Defendant and for which this suit is brought was sold by the Petitioner to the Defendant.
6. It is not alleged that the timber cut by the Defendant and for which this suit is brought was sold by the Petitioner to the Defendant.
7. No facts are alleged to show that the Petitioner is, or will be, liable in any way for timber cut by the Defendant on lands of the Plaintiff.
8. It affirmatively appears that the alleged transaction between the Petitioner and the Defendant is *res inter alios acta* as to Plaintiff's action against the Defendant.
9. The interest of the Petitioner in the litigation is not sufficiently shown.
10. The alleged liabilities of the Petitioner to the Defendant in the event Plaintiff recovers a judgment is of no concern to the Plaintiff.

11. It does not appear that the Petitioner has a cause of action against either the Plaintiff or Defendant and the mere right or fact of intervention does not within itself create a cause of action.

12. No judgment is sought by the Plaintiff against the Petitioner and the liability or non-liability of the Defendant does not within itself give an actual interest to the Petitioner in the litigation.

13. There is no privity between the Plaintiff and the Petitioner.

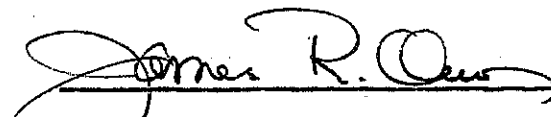
14. No facts are alleged to show the relationship of principal and surety between the Petitioner and G. C. Coggin Company, Inc.

15. It is not alleged that the relationship of principal and surety exists between the Petitioner and G. C. Coggin Company, Inc.

16. It does not allege that the Defendant, G. C. Coggin Company, Inc., cut the said timber in accordance with the survey of said property which was furnished by the Petitioner.

17. It does not allege that the Defendant, G. C. Coggin Company, Inc., cut the said timber in accordance with the actual inspection and examination of the physical properties as set forth in the Amended Motion to Intervene.

18. It does not allege that the Defendant, G. C. Coggin Company, Inc., cut the said timber in accordance with the location of the boundary lines of the property described in the Timber Deed from the Petitioner to the Defendant.


Attorney for Plaintiff

RECORDED
DEMURRER

ESCAMBIA TREATING COMPANY,
A Corporation,

Plaintiff,

VS.

G. C. GOGGIN COMPANY, INC.

Defendant.

FILED

AUG 31 1953

ALICE J. DUCK, Clerk

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 1975

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

ESCAMBIA TREATING COMPANY,
A Corporation,

Plaintiff,

vs.

G. C. COGGIN COMPANY, INC.,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 1975

Comes now the Protestant Episcopal Church of the Diocese of Alabama, A Corporation, by its Attorneys, and amends the Motion to Intervene in the above styled cause heretofore filed by it on August 18, 1953, so that the same shall read as follows:

Comes now the Protestant Episcopal Church of the Diocese of Alabama, A Corporation, and moves this honorable Court to permit said Corporation to intervene in the above styled cause under the provisions of Title 7, Section 247, of the Code of Alabama of 1940, and assigns the following separate and several grounds in support of said Motion:

1. That the Protestant Episcopal Church of the Diocese of Alabama is interested in the success of the Defendant, G. C. Coggin Company, Inc., in said cause.

2. That the Protestant Episcopal Church of the Diocese of Alabama, a Corporation, is interested in the success of the Defendant, G. C. Coggin Company, Inc., in the above styled cause for that the timber alleged to have been cut by the said Defendant on the property of the Plaintiff, described in the amended Complaint, was sold by the Protestant Episcopal Church of the Diocese of Alabama, A Corporation, to the said Defendant by a Timber Deed dated August 18, 1952, and recorded in the Office of the Judge of Probate of Baldwin County, Alabama, in Deed Book 184 at page 488, and that in and by the terms of said deed the Protestant Episcopal Church of the Diocese of Alabama warranted the title to the timber described in said deed and did, in accordance with the terms of said deed and the agreement relative thereto furnish the said Defendant a survey of the property on which said timber was located and designated to the agents of said Defendant, by actual inspection and examination of the physical properties, the location of the boundary lines of the property described in said deed. That if the Plaintiff, Escambia Treating Company, a Corporation, recovers from the Defendant, G. C. Coggin

Company, Inc., the amount or amounts of damages claimed in the Complaint as last amended in the above styled cause and judgment is obtained against the said Defendant, the said Protestant Episcopal Church of the Diocese of Alabama will be liable, in and by virtue of its warranty hereinabove referred to, to repay to the said Defendant the amount of said judgment or recovery and it is to the immediate interest of the Protestant Episcopal Church of the Diocese of Alabama that it be allowed to defend the Complaint filed in the above styled cause and that unless it is permitted to intervene to protect its interest in the matter of this litigation and its interest in the success of the Defendant that it will be greatly prejudiced.

Respectfully submitted,

Cecil Chason

Marlone P. Stone, Jr.
Attorneys for the Protestant Episcopal
Church of the Diocese of Alabama.

RECORDED

ESCAMBIA TREATING COMPANY, A
Corporation,

Plaintiff,

vs.

G. C. COGGIN COMPANY, INC.,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 1975

AMENDED MOTION TO INTERVENE

FILED

AUG 29 1953

ALICE J. BUCK, CLERK

LAW OFFICES

CHASON & STONE

BAY MINETTE, ALABAMA

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