

S. M. ADAMS, INCORPORATION,
Plaintiff,
VS.
H. England Lumber Company,
and H. England doing business
as H. England Lumber Company,
Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW. NO. 2081

Now comes the defendants in the above styled cause and
for answer to the complaint filed in said cause, says:

That they are the defendants in the above styled cause
now pending in said Court as Case No. 2081, upon a contract for
the payment of money; that Mrs. Gertrude Berry, who is a non-resi-
dent of the State of Alabama, who resides in Ingomar, Ohio, and
Ben Turner, who is a non-resident of the State of Alabama and who
resides at Cantonement, Florida, are not parties to this suit, and
without collusion with these defendants, claim the money in contro-
versy and have so notified these defendants and have made demand
upon them for said money.

Wherefore, these defendants tender into Court and here-
with deposits with the Clerk of said Court the sum sued for, viz.,
\$910.14, and prays that an order of this court issue in the pre-
mises, as required by law, requiring publication as to the said
Mrs. Gertrude Berry and Ben Turner, requiring them to come in and
defend this action as required by law.

J. B. Blackburn
Attorney for Defendants.

STATE OF ALABAMA)
*
BALDWIN COUNTY)

Before me, the undersigned authority, personally appeared
J. B. Blackburn, who first being by me duly and legally sworn de-
poses and says: That he is the Attorney for the Defendants in the
above styled cause; that he has knowledge of the facts set forth
in the above and foregoing answer and that the said facts set out
therein are true.

J. B. Blackburn
Sworn to and subscribed before me on
this the 9 day of October, 1953.

Mary Lou Blackburn
Notary Public, Baldwin County, Alabama.

RECORDED ANSWER

S. M. ADAMS, INCORPORATION,
Plaintiff,

VS.

H. England Lumber Company,
and H. England doing business
as H. England Lumber Company,
Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW. NO. 2081

FILED
OCT 9 1953
ALICE J. DUCK, Clerk

S. M. ADAMS, Incorporated,
Plaintiff

vs

H. ENGLAND LUMBER COMPANY and
H. ENGLAND, doing business as
H. ENGLAND LUMBER COMPANY
Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW

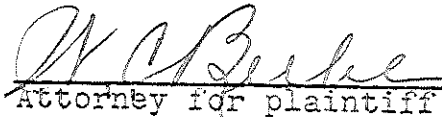
Comes S. M. Adams, Inc., plaintiff, in the above styled cause, and demurring to the motion filed by Gertrude Berry in the above styled cause on the 15th day of December, 1953, says:

1. It does not appear from the facts set forth in said motion that Gertrude Berry has any interest in the subject matter of the pending suit.

2. It does not appear from the facts set up in the said motion that Gertrude Berry has any equitable interest in the subject matter of this suit.

3. That said motion alleges no facts showing the petitioner, Gertrude Berry, to have any interest in the subject matter of this suit.

4. Said motion does not allege facts authorizing this court to transfer this cause to the equity side of this court.


Attorney for plaintiff

2081

RECORDED

FILED
DEC 22 1953
MISS. J. BUCH. CLERK.

S. M. ADAMS, Incorporated,
Plaintiff

vs

H. ENGLAND LUMBER COMPANY and
H. ENGLAND, doing business as
H. ENGLAND LUMBER COMPANY
Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW

NO 7081

Comes S. M. Adams, Inc., plaintiff, in the above styled
cause, and demurring to the motion filed by Gertrude Berry in
the above styled cause on the 13th day of December, 1958, says:

1. It does not appear from the facts set forth in said
motion that Gertrude Berry has any interest in the subject matter
of the pending suit.
2. It does not appear from the facts set up in the said
motion that Gertrude Berry has any equitable interest in the subject
matter of this suit.
3. That said motion alleges no facts showing the petitioners
Gertrude Berry, to have any interest in the subject matter of this
suit.
4. Said motion does not allege facts authorizing this court
to transfer this cause to the equity side of this court.

Robert S. Straninger
Attorney for plaintiff

no question this cause is the direct issue of this Court.
4. Said motion does not allege facts entitling this Court
said.

George Berra, to have any interest in the subject matter of this
3. That said motion entitles us to state showing the defendant
matter of this suit.

motion that ~~George Berra~~ ^{George Berra} has and acquires interest in the subject
5. It does not appear from the facts set up in the said
of the pending suit.

motion that George Berra has and acquires interest in the subject matter
1. It does not appear from the facts set forth in said
the above styled cause on the 14th day of December, 1924, as:
cause, and demanding so the motion filed by George Berra in
comes G. M. Adams, Inc., Plaintiff, in the above styled

Defendant

at law

H. ENGELAND LUMBER COMPANY
H. ENGELAND, co-trustees as
H. ENGELAND LUMBER COMPANY and

as

Plaintiff

BRIDGEMAN COUNTY, WISCONSIN

G. M. ADAMS, Incorporated,

IN THE CIRCUIT COURT OF

Filed March 17,
1925
1000
per

S. M. ADAMS INCORPORATED
Plaintiff

VS

H. ENGLAND LUMBER COMPANY
and H. ENGLAND DOING BUSINESS
AS H. ENGLAND LUMBER CO.
DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

LAW SIDE

Comes Gertrude Berry and Ben Turner, the suggested claimants interpleaded by the defendant in the above styled cause, claims the money in controversy and says:

1. That heretofore, on or about to-wit: March 11, 1946, Ben Turner entered into a written agreement or contract with Sadie L. Thoresen for the purchase and sale of all timber upon the real property belonging to the said Sadie L. Thoresen, situated in Baldwin County, Alabama, described as follows:

From the NorthWest corner of Section 25, Township seven South, Range Six East, run East 3083 feet, thence South 2818 feet to the beginning corner; thence run South 420 feet; thence run East 1100 feet to Perdido Bay; thence run Northeasterly 420 feet to a point on said bay 1100 feet from beginning corner containing ten acres more or less and all being in the Peter Suarez Spanish Grant Section 25, T 7 S, R 6 E.,

that the consideration for the sale of said timber was the sum of \$300.00, which sum of money was paid to the said Sadie L. Thoresen at the time of the execution of the contract, who there- by acknowledged receipt of the said consideration and delivered to Ben Turner an executed copy of said contract or agreement; that said agreement or contract granted to the said Ben Turner or his assigns the right of ingress and egress upon and over the said property for the purpose of cutting and removing the timber; that there was not a time limit specified in said contract or agreement for the cutting and removal of the timber.

2. That subsequent to this transaction the home of the said Ben Turner, without fault on his part, burned and together with the executed copy of said agreement or contract as retained by the said Ben Turner was totally destroyed by the fire.

3. That on or about to-wit: January 5, 1952, for a valuable consideration, Ben Turner conveyed his title and interest in and to said property or timber to your claimant Gertrude Berry.

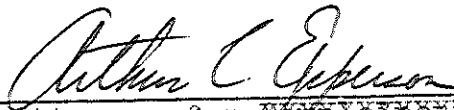
4. That before said title and interest of said Ben Turner was conveyed to Gertrude Berry, your claimant Gertrude Berry by her Attorney and in person contacted the said Sadie L. Thoresen in person, who verified the fact that she had conveyed the timber on the above described real property to the said Ben Turner and further stated that she had a copy at her home in Illinois; that following this verification and dependant thereon, your claimant Gertrude Berry received a conveyance of the timber on said property described above for a valuable consideration from the said Ben Turner, whereupon the said Sadie L. Thoresen being informed of the conveyance to your claimant Gertrude Berry forbade Your Complainant or claimant Gertrude Berry to enter upon the lands to remove said timber and upon being requested by the claimant Gertrude Berry refused to produce her copy of the said agreement or contract with the said Ben Turner.

5. Your claimants further aver that on the 18th day of Januray, 1952, Ben Turner did thereupon cause to be made a copy of said contract and agreement between himself and Sadie L Thoresen, according to his best recollection and belief and verified according to law; that this sworn to and verified copy of said lost instrument was recordd in the Office of the Judge of Probate of Baldwin County, Alabama, on the second day of February 1953 in Deed Book 191 page 296, with the original conveyance of said timber from Ben Turner to Gertrude Berry, which said conveyance was recorded the second day of February 1953 in Deed Book 191 page 303 of the records of the Judge of Probate for Baldwin County, Alabama.

6. That on or about to-wit: April 7, 1953, while your claimant Gertrude Berry was negotiating for the sale and removal of said timber, the agents, servants or employees of S. M. Adams, Incorporated, while acting within the line and scope of their employee, or the agents, servants or employees of H. England, doing business as H. England Lumber Co., while acting within the line and scope of their employee, entered upon the land and wrongfully and illegally cut and removed the timber belonging to your claimant Gertrude Berry.

claims

Wherefore your claimant Gertrude Berry/the money in controversy asowner of said timber and prays that this Honorable Court will find that S. M. Adams Incorporated had notice before the purchase and removal of said timber by them of such claim of ownership and award said money in controversy to your claimant Gertrude Berry.


Attorney for ~~Complainants~~
Claimants.

RECORDED

FILED

MAR 17 1954

WILLIAM L. DICK, CLERK

S. M. ADAMS, Incorporated,
Plaintiff

VS.

H. ENGLAND LUMBER COMPANY and
H. ENGLAND, doing business as
H. ENGLAND LUMBER COMPANY

DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

LAW SIDE

Comes Gertrude Berry, the suggested claimant interpleaded by the defendant in the above styled cause, claims the money in controversy and says:

1. That heretofore, on or about to-wit: March 11, 1946, one Ben Turner entered into a written agreement or contract with one Sadie L. Thoresen for the purchase and sale of all timber upon the real property belonging to the said Saide L. Thoresen, situated in Baldwin County, Alabama, described as follows:

From the Northwest Corner of Section 25, Township 7 South, Range 6 East, run East 3083 feet thence South 2818 feet to the beginning corner; thence run South 420 feet; thence run East 1100 feet to Perdido Bay; thence run Northeasterly 420 feet to a point on said Bay 1100 feet from the beginning corner. Containing ten acres more or less and all being in the Peter Suarez Spanish Grant Section 25, T 7 S, R 6 E.,

that the consideration for the sale of said timber was the sum of \$300.00, which sum of money was paid to the said Sadie L. Thoresen at the time of the execution of the contract, who thereby acknowledged receipt of the said consideration and delivered to Ben Turner and executed copy of the said contract or agreement; that said agreement or contract granted to the said Ben Turner or his assigns the right of ingress and egress upon and over the said property for the purpose of cutting and removing the timber; that there was not a time limit specified in said contract or agreement for the cutting and removal of the timber.

2. That subsequent to this transaction the home of the said Ben Turner, without fault on his part, burned and together with the executed copy of said contract and agreement retained by the said Ben Turner were totally destroyed by the fire.

3. That on or about to-wit: January 5, 1952, for a valuable consideration, Ben Turner conveyed his title and interest in and to said timber to your complainant Gertrude Berry.

4. That before said title and interest of said Ben Turner was conveyed to your claimant Gertrude Berry, your claimant Gertrude Berry by her Attorney and in person contacted the said Sadie L. Thoresen in person who verified the fact that she had conveyed the timber on the described real property to the said Ben Turner and further stated that she had her copy at her home in Illinois; that following this verification and dependant thereon, your claimant Gertrude Berry received a conveyance of the timber on the described real property for a valuable consideration from the said Ben Turner, thereupon the said Sadie L. Thoresen being informed of the conveyance to your claimant Gertrude Berry forbade your claimant to enter upon the lands to remove said timber and upon being requested refused to produce her copy of her contract or agreement with the said Ben Turner.

5. Your claimant further avers that on the 18th day of January, 1952, Ben Turner did thereupon cause to be made a copy of said contract and agreement between himself and Sadie L. Thoresen, according to his best recollection and belief and verified according to law; that this sworn to and verified copy of said lost conveyance was recorded in the Office of the Judge of Probate of Baldwin County, Alabama, on the second day of February 1953 in Deed Book 191 page 296 with the original conveyance of said timber from Ben Turner to Gertrude Berry, which said conveyance was recorded the second day of February, 1953 in Deed Book 191 page 303 of the records of the Judge of Probate for Baldwin County, Alabama.

6. That on or about to-wit: April 7, 1953, while your Claimant Gertrude Berry was negotiating for the sale and removal of said timber, the agents, servants or employees of H. England doing business as H. England Lumber Company or the agents, servants or employees of S. M. Adams, Incorporated, entered upon the land heretofore described and wrongfully and illegally cut and removed the timber belonging to your claimant Gertrude Berry and removed a portion of the same timber to H. England Lumber Company, Robertsdale, Alabama.

7. That on October 8, 1953, your claimant filed bill in Equity to establish the contract or agreement between Ben Turner and Sadie L. Thoresen as stated above and for damages for the wrongful removal and cutting of said timber, naming as respondents Sadie L. Thoresen and H. England doing Business as H. England Lumber Company, and further praying the Court to find that the instruments recorded in the Office of the Judge of Probate for Baldwin County, Alabama, in Deed Book 191 page 296 and Deed Book 191 page 303 was sufficient notice to put a subsequent purchaser on inquiry.

8. Your claimant further avers that she does not have an adequate remedy at law and that it is necessary to prevent a multiplicity of suits and to do equity to all of the litigants that this cause be transferred and joined with case number 3111 in Equity.

Wherefore the said claimant Gertrude Berry files in this cause this her written motion and moves the Court to make and enter an appropriate order transferring this cause from the law side of the Court to the equity side of the Court.

Arthur C. Epperson
Attorney for Claimant

STATE OF ALABAMA

BALDWIN COUNTY

Before me, Alice J. Duck, Clerk of the Circuit Court of Baldwin County, Alabama, personally appeared Arthur C. Epperson, who first being by me duly sworn, deposes and says, that he is informed and believes and upon such information and belief says that the allegations in the foregoing bill are true and correct.

Arthur C. Epperson

Sworn to and subscribed before me this the 15th day of December, 1953.

Alice J. Duck
Clerk of the Circuit Court

RECORDED

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

LAW SIDE

S. M. ADAMS. Inc.
Plaintiff

VS.

H. ENGLAND LUMBER COMPANY,
and H. ENGLAND doing bus-
iness as H. ENGLAND LUMBER
CO.,

Defendant

and GERTRUDE BERRY
Claimant.

PETITION
FOR REMOVAL OF CAUSE TO EQUITY
by claimant

FILED

DEC 15 1953

ALICE J. DICK, Clerk

ARTHUR C. EPPERSON

STATE OF ALABAMA
COUNTY OF BALDWIN

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon H. England Lumber Company and H. England, doing business as H. England Lumber Company, to appear within thirty days from the service of this writ in the Circuit Court of Baldwin County, Alabama, to be held for said County at the place of holding the same, then and there to answer the complaint of the S. M. Adams, Inc, a Corporation.

WITNESS my hand this 5th day of Sept, 1953.

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

S. M. ADAMS, INCORPORATION

Plaintiff.

VS

H. England Lumber Company,
and H. England doing business
as H. England Lumber Company.

Defendants.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

ONE: The Plaintiff claims of the Defendants the sum of nine hundred ten dollars and fourteen cents (\$910.14), due from them by account on the 1st day of May, 1953; which sum of money with interest thereon is still unpaid.

TWO: The Plaintiff claims of the Defendants the sum of two hundred twenty six dollars and ten cents (\$226.10), due from them for goods, wares, and merchandise sold by the Plaintiff to the Defendants on the 7th day of April, 1953; which sum of money with interest thereon is still unpaid.

THREE: The Plaintiff claims of the Defendants the sum of two hundred forty eight dollars and eighty five cents (\$248.85); for goods, wares, and merchandise sold by the Plaintiff to the Defendants on the 8th day of April, 1953; which sum of money with interest thereon is still unpaid.

FOUR: The Plaintiff claims of the Defendants the sum of four hundred thirty dollars and ninty-nine cents (\$430.99), for goods, wares, and merchandise sold by the Plaintiff to the Defendants on the 9th day of April, 1953; which sum of money with interest thereon is still unpaid.


Attorney for Plaintiff.

7-22-53

7202081

Received in Sheriff's Office
at 5 day of Sept, 1953
TAYLOR WILKINS, Sheriff

Executed Sept. 22. 1953
By Serving copy on
H. England and
H. England Lumber, Co.

S. M. Adams Inc
vs

H England Lumber
et al
vs
Adams

Summary and
Complaint

1802

RECORDED

Shuff
Taylor Wilkins
By
Edleigh Steadman

Filed Sept 5, 1953
Wm J. Duck
Clerk